



LakeCounty

Purchasing Division

<http://doingbusiness.lakecountyiil.gov/>

Lake County will be accepting **only** electronic RFP submissions for Request for Proposal.

Please follow the steps below to upload your electronic RFP Submission:

1. Go to www.lakecountypurchasingportal.com
2. Click on the RFP Number: 26155
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section, you will be able to upload your RFP submittal
 - a. Click on the browse button
 - b. Navigate your computer and select the appropriate file
 - i. Multiple files can be uploaded, each file can be no more than 20 MB
 - ii. Files can also be uploaded as a .zip file
 - c. Click on save submittals
 - d. Close the browser

ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE.

<u>BID/RFP No.</u> RFP #26155	Business Name: _____
<u>Buyer:</u> Mike Jeschke	Address: _____
<u>Bid/RFP Description:</u> Electronic Monitoring for Lake County Adult Probation	Lake County ATTN: PURCHASING DIVISION
<u>BID/RFP Due Date*:</u> Monday April 27, 2026 at 11:00am CDT	18 N. County Street – 9 th Floor Waukegan, IL 60085-4350

***Please note: Responses are due at 11:00am CDT on Monday April 27, 2026. Please allow sufficient time for any technical issues you may have and upload your RFP early. Please email Purchasing at purchasing@lakecountyiil.gov to receive confirmation that we have successfully received your submission. The deadline for questions is Monday April 20, 2026, at 11:00am CDT.**

Lake County, Illinois
Request for Proposals #26155
Electronic Monitoring for Adult Probation

Request for Proposal (RFP) is for the purpose of establishing a contract with a qualified firm to provide Electronic Monitoring Services for Lake County Adult Probation.

- GENERAL REQUIREMENTS:** Proposers are to submit electronic proposals, to be opened and evaluated in private. Submit one (1) complete electronic unprotected copy via the Lake County Purchasing Portal and one (1) redacted copy that can be used to comply with the Illinois Freedom of Information Act (FOIA). Please refer to the FOIA statute, 5 ILCS 140/1 et seq., and specifically Section 7 therein, for an explanation of the information that may be redacted.
- SUBMISSION DATE & TIME:** **Monday April 27, 2026 by no later than 11:00am CDT.**
Proposals received after the time specified will not be opened.
- CONTACT / QUESTIONS:** **All contact and questions regarding the Request for Proposal shall be with the Purchasing Division.** Should the proposer require additional information about this RFP, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the RFP number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to the RFP opening date.
- CONTENTS:** The following sections, including this cover sheet, shall be considered integral of this solicitation:
- *General Terms and Conditions
 - *Insurance and Bonding Requirements
 - *Special Terms and Conditions
 - *General Information
 - *Scope of Work
 - *Submittal Requirements
 - *Evaluation Criteria
 - *Proposal Price Sheet
 - *Addendum Acknowledgement
 - *General Information Sheet
 - *References
 - *Sustainability Statement
 - *Vendor Disclosure Statement
 - *Vendor Certification

NOTE TO PROPOSERS.: Any and all exceptions to these specifications MUST be clearly and completely indicated in the Proposer's response to the RFP. Failure to do so may lead the County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

I. GENERAL INFORMATION**A. INTENT**

This Request for Proposal (RFP) is for the purpose of establishing a contract with a qualified firm to provide Electronic Home Monitoring, GPS (Global Position System) tracking, and Continuous Alcohol Monitoring of clients for Lake County Probation.

B. LAKE COUNTY, ILLINOIS

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 703,000 residents. Lake County is committed to open government and transparency, and the County board's conservative fiscal policies have allowed the County to maintain fiscal stability and achieve AAA bond rating from Standard & Poor's and Moody's. Lake County is governed by a 19-member board and managed by a County Administrator.

C. CURRENT STATE

Lake County currently utilizes electronic home monitoring (EHM), GPS and Continuous Alcohol Monitoring as a part of conditions of release to community-based supervision; pre and post sentence. EHM/GPS allows for increased supervision of an individual's movement during the scheduled leave times. It is also used to promote public safety by imposing restrictions on movement and as a deterrent of alcohol usage and other non-compliant behavior through various technologies currently in use by Lake County Adult Probation.

D. PROJECT TIMELINE

To ensure that Lake County is able to implement the proposed solution, the proposers should indicate their ability to meet the deadlines indicated below:

Event	Date
Release RFP	March 30, 2026
Deadline for RFP Inquiries for Clarification and Posting of Responses	April 20, 2026
Deadline for Proposal Submissions	April 27, 2026
Finalist Interviews (if necessary)	May/June 2026
Lake County Board Approval and Award	July 14, 2026
Contract Start Date	September 1, 2026

***This timeline may be subject to change.**

E. PROJECT STATUS

Personnel from the Proposer, Lake County, and other interested Lake County organizations will, as scheduled at a mutually agreed upon frequency, meet to discuss the scope of this project and the progress made by the Proposer in the performance of their obligations hereunder. When ad hoc meetings need to occur, Proposer and Lake County will make every effort to accommodate same.

F. PERFORMANCE LEVELS/MONITORING

Lake County staff will monitor performance levels based on progress reviews and milestone reports, as specified in the project plan created by the Proposer.

G. ACCOUNT REPRESENTATIVE

The Proposer shall assign an Account Representative who has a minimum of 5 years, successful experience in providing these services. The Account Representative, and his or her qualifications, shall be identified in the submittal of the RFP documents. The Account Representative shall be present for presentation of the proposal and must be assigned to Lake County throughout the Contract period. The Account representative shall be responsible for on-going training to staff of the 19th Judicial Circuit.

H. WORK PRODUCT

All work product prepared by Proposer pursuant to a resulting Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Proposer shall deliver the work product to Lake County upon completion of Proposer's work, or termination of the Agreement, whichever comes first. Proposer may retain copies of such work product for its records; however, Proposer may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

II. SCOPE OF WORK

The Vendor shall provide GPS, Electronic Home Monitoring, and Continuous Alcohol Monitoring equipment and services in response to Public Act 95-773, also known as the Cindy Bischoff Law, and Diane's Law House Bill 958 which provides for the monitoring of certain domestic violence offenders using GPS technologies.

The awarded vendor(s) shall provide Victim Notification for GPS exclusion zone, tamper, no cell/no GPS, and low battery alerts.

A. Monitoring Services

The awarded vendor shall provide a central monitoring service center located in the U.S. The monitoring service center shall have the capability of conducting surveillance activities on an around-the-clock basis, without interruption. The surveillance activities shall minimally include the following: continuously monitoring the presence or absence of a program participant detecting early leaves or late returns; detecting attempts to tamper or actual tampering with the home monitoring equipment; attempts to duplicate the RF transmission of the home monitoring units; disruption of AC power; receiver shut downs; continuous busy signals; attempts to use recorded speech; spurious RF transmission; no telephone answer; and low receiver and/or transmission battery function. The monitoring service shall be capable of monitoring multiple curfews scheduled at the same time. In this regard, the curfew monitoring function shall have unlimited flexibility for the establishing of curfew scheduled and monitoring.

The Vendor(s) monitoring service center shall be responsible for receiving program participant enrollment information from the County. The vendor(s) shall be responsible for enrolling program participants and for changing curfew schedules based upon notification by the County via e-mail the vendor(s). If requested, the vendor(s) shall be responsible for removing program participants from the monitoring system upon a notification from County. The date of removal and removal reason will be established by the County. The vendor(s) shall utilize enrollment and client status change forms developed in conjunction with County.

The monitoring service center shall respond to all reports of monitoring violations via telephoning the program participant. The purpose of this telephone call is to determine the nature of the reported event and to confirm that the program participant is at their approved residence. Proposals shall explain the procedure to be used to confirm the participant's presence, or lack thereof, in these situations.

In addition, the following specifications shall be adhered to:

- i. The Vendor(s) monitoring center services facilities used for this program must be located within the United States of America. The Vendor(s) primary monitoring center shall be capable of uninterrupted operation twenty-four (24) hours a day, three-hundred and sixty-five (365) days a year. This shall include all systems, hardware and software, communications and building support services such as electrical power.
- ii. The Vendor(s) monitoring center shall be monitored twenty-four (24) hours a day, seven (7) days a week, including holidays to ensure that any interruption in service is detected and resolved.

- iii. Vendor(s) monitoring center shall have ventilation and temperature control adequate to meet hardware specifications for the operating environment and to ensure proper functions of the monitoring center hardware.
- iv. The vendor(s) shall provide complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract.
- v. The vendor(s) shall maintain professional highly trained and qualified staff to monitor and operate the monitoring center equipment.
- vi. The Vendor(s) shall provide the County a toll-free contact number, accessible and staffed twenty-four (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.
- vii. In the event any component of the Vendor(s) service becomes inoperable, the Vendor(s) must immediately notify the County by telephone and email no later than thirty (30) minutes after discovery of service failure.
- viii. When requested, the Vendor(s) monitoring center shall provide an initial response to pre-determined alarm notifications to troubleshoot and resolve the notifications per established protocols as agreed to by both the County and the Vendor(s) by offender program type
- ix. When requested, the Vendor(s) monitoring system shall be responsible for alerting the County designee via text, message, email, central database, and/or phone. The means or mode of contact shall be at the County's discretion. These services shall be provided twenty-four (24) hours per day, seven (7) days per week.
- x. Vendor(s) shall provide a toll-free telephone number to be supplied to the County's Clients which shall be utilized to contact the monitoring center for alarm notification resolution.
- xi. The Vendor(s) shall provide immediate notification via telephone, cellular telephone, text message, and/or email twenty-four (24) hours a day, seven (7) days a week to designated County staff when an alarm notification is generated. The Vendor(s) monitoring service shall include the capability to administer a phone call by a live staff person in the monitoring center in response to designated priority alarm notifications.
- xii. The Vendor(s) shall be able to receive verifiable confirmation via a telephone call from the monitoring center to the designated County staff to confirm that all immediate alarm notifications were received/acknowledged by County staff. The Vendor(s) shall be responsible for maintaining a call tree to be utilized when contacting County staff to report alarm notifications pursuant to established protocols.
- xiii. The monitoring center shall have redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method
- xiv. The Vendor(s) shall have the ability to write files to a server at the Vendor(s) site and shall allow the County to retrieve the files daily through a secure File Transfer Protocol (FTP) or other secure transmission method.

B. Equipment

Vendor(s) shall furnish all equipment required to perform services outlined herein and to make the proposed system fully operational, which shall include but is not limited to transmitters, base stations, receivers, tracking devices, recorders, bracelets, remote alcohol devices, batteries, power cords, clips, straps, tools, reference materials, ethernet cables, beacons, etc. Vendors must identify the cellular network of all applicable devices in their proposal.

- i. All equipment provided by the Vendor(s) shall remain the property of the Vendor(s) and shall be in good repair, remanufactured and within specifications of new equipment. All equipment supplied shall be the latest design and model unless specifically requested by the County.
- ii. For those offenders for whom monitoring is requested and reside in areas that have technical and/or geographical limitations, the Vendor(s) shall notify the County within 24 hours.
- iii. The equipment provided shall be of technology currently in use by the manufacturer, Vendor(s), or both and shall be identified by brand and model number in the Vendor(s) proposal.

- iv. The Vendor(s) shall only provide equipment that has been properly registered and certified under the Federal Communication Commission Rules and Regulations, as applicable.
- v. The equipment provided shall not be available as an open-market item if this could compromise the security of the system.
- vi. Replacement equipment initially provided by the Vendor(s) shall be new, or if not new, refurbished to perform in a like-new manner and shall be maintained by the Vendor(s) in "like new" condition. Repairs and/or replacements shall be provided within the timeframe specified in this RFP.
- vii. Vendor(s) is responsible, at no additional cost to the County except as provided in the RFP and resulting contract, for the maintenance, repair or replacement of all equipment or software provided under the contract. The Vendor(s) is responsible for all costs which includes shipping materials and delivering equipment to, from, or between County offices.
- viii. In the event that any of the equipment or software provided under the contract fails to function properly, is lost, stolen or damaged, the Vendor(s), at no additional cost to the County, shall deliver a replacement component(s) to the designated County office within forty-eight (48) to seventy-two (72) hours of notification by County. The County will make reasonable efforts to deter the theft, loss or damage to the Vendor(s) equipment. The County is not responsible for the cost of lost, stolen or damaged equipment.
- ix. When equipment that has been in shelf stock has been activated, the Vendor(s) shall deliver to the Lake County Probation Adult Office a replacement component(s) within twenty-four (24) hours of activation.
- x. All equipment proposed and provided shall equal or exceed the latest industry standards unless specifically requested by the County. During the life of the contract, and with the prior approval of County, the Vendor(s) shall upgrade equipment as significant improvements become available. These upgrades shall be provided at no extra charge/additional costs to the County.
- xi. At no additional charge and upon request by the County, the Vendor(s) shall furnish for each system in operation three (3) spare units for every ten (10) units, with a minimum of five (5) units for shelf stock, per location.
- xii. The equipment provided shall be Federal Communication's Commission (FCC) currently registered and approved.

C. Accessories

All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, beacons, installation tools, deactivation tools, and other related supplies necessary for proper operation shall be provided by the Vendor(s) at no additional cost to the County, throughout the term of the contract.

D. Local Technician

Vendor shall provide Lake County with a local representative who is located within Lake County that works Monday – Friday from 8am to 5 pm Central Time. It is expected that if the Local Technician position is vacant for an extended amount of time (anything longer than 3 days), that it be filled immediately, even if on a temporary basis, until the position is permanently filled. Vacancy includes an employee that has been terminated, resigned, or on an extended leave, including but not limited to medical, vacation, personal, and maternity/paternity leave. No extended vacancy will be allowed, and Lake County staff will not resume the daily responsibilities of the vendor. The duties of the Local Technician shall be, but are not limited to:

- Maintain an on-site inventory of required monitoring equipment and consumables, including batteries, replacement straps, etc.
- Fitting and removal of devices (Lake County Staff will not perform this function)
- Serve as a liaison between Vendor(s) and County

The Local Technician shall be familiar with the County's policies, goals, and services. The Technician shall be proficient in and have working knowledge in Community Corrections, probation, pretrial, in-home detention, etc.

E. Monitoring System Operation

The monitoring equipment shall function reliably despite the nearby operation of household electrical equipment or the existence of nearby strong, but not uncommon, electrical fields generated by such sources as power transmission lines, power transformers and commercial radio towers. If a device is worn by the offender, or if a receiver is installed in the offender's home, it shall function reliably in any building and offer a continuous signal and shall work with any type of telecommunications.

The removal of strap by a deliberate action, accidental action, or any action that otherwise compromises the integrity of the strap shall immediately generate an alarm that is immediately transmitted to the Vendor(s) Monitoring Center. The strap shall have a dual tamper capability. The transmitter shall notify the receiver of any tampering.

The System shall escalate the violation notifications to designated supervisory personnel as specified by the County. Equipment shall initiate the sending and receiving of signals through standard telephone lines across the County at no cost to the County or offender. Vendor(s) shall ensure that the system allows communication only with authorized receiver/transmitter devices.

F. Central Computer Monitoring System

The Vendor(s) central monitoring service center shall include a central computer system, compatible software and all the needed equipment that is capable of complete supervision of the electronic monitoring program with complete redundancy as defined below. This includes receiving and initiating communications to/from the participant's home and to communicate with both the participant and his home monitoring equipment. The system redundancy shall meet the following requirements:

- i. The Central Computer System with all associated equipment and services shall be located in a secure, environmentally controlled access facility and provide twenty-four (24) hours a day, seven (7) days a week monitoring.
- ii. The central computer system shall have the ability to perform monitoring with an unlimited number of different curfew periods per day and on a customized schedule for each participant.
- iii. The central computer system shall be capable of retaining personal information for each participant. The Vendor(s) shall also provide a means to enter, modify or delete any of this information by the system operators as requested by designated County officials or staff.
- iv. The computer system shall be able to process changes, report printing and other functions without disrupting the monitoring process.
- v. The vendor(s) shall provide an uninterruptable power supply (UPS) for an instantaneous backup power source to prevent the loss of information and data in the event of short-term commercial power losses.
- vi. The vendor(s) shall provide for an automatic backup of data on magnetic media for any commercial power loss. This backup procedure shall also be performed at least once a day to prevent data loss due to a system failure and be retained for at least one (1) year.
- vii. The vendor(s) shall provide a complete identical backup computer system redundancy in the event of a system malfunction, which cannot be corrected within a reasonable period of time.
- viii. The vendor(s) shall have the ability to provide access to the central computer system by remote PC computer terminals. Access by the County shall be made by the Vendor(s) through toll-free telephone lines and/or optional alternate communications service.
- ix. The vendor(s) shall provide a redundancy for its telephone carrier and be capable of immediately switching to an alternate in the event that the primary service is interrupted.

G. Central Computer Monitoring System Software

Central Computer Monitoring System Software: The central computer at the Vendor(s) central monitoring service center shall include a compatible user-friendly software program with the capability to report on the entire electronic monitoring program. The electronic monitoring software shall also be accessible via remote terminal at the County through dedicated line or internet access.

H. Reporting

The Vendor(s) system shall provide standardized reports for all functional areas covered by the Vendor(s) contract. In addition, report parameters are subject to change by the County during contract performance, and other reports shall be required as requested by County. When “real-time” information is not available, or data-analysis and review is needed by the Vendor(s), the monitoring service center shall provide the designated personnel with daily reports about all monitored activities. This report, summarizing all participants’ adherence to established protocol, will be faxed, emailed, or accessible via remote terminal at the designated County Offices through dedicated line or internet access (as determined by County) by four (4) a.m. local time every day.

The monitoring service center shall have available daily reports of cases added and removed during the preceding business day. The monitoring service center shall have available an alert device and arrangement to notify the County of offender’s unauthorized absences/late arrivals plus equipment malfunctions immediately from the initial occurrence, through dedicated line or internet access (as determined by County), to the County. Alerts for tampers, zone violations or curfew violations shall be transmitted in “real time” to the designated staff by means as determined by County staff. Participants shall also be notified of alerts, at the discretion of the designated staff.

I. Inventory Management

Vendor(s) system shall have the capability of tracking units and equipment that have been returned to the Vendor(s) due to malfunction and provide reports concerning problems found. The Vendor(s) system shall provide a report of accurate inventory of all equipment and accessories charged to the County. The inventory database shall include item name, serial number, offender name (or “shelf stock” if not in use) and total items in inventory. This system shall have the capability to track inventory by Department.

The Vendor(s) shall reconcile inventory on a monthly basis no later than the seventh (7th) of each month. The County reserves the right to change the number of reconciliations per year and the requirement date. The Vendor(s) shall maintain the equipment and spares in good condition and arrange for the repair or replacement of the equipment within two (2) business days

J. Maintenance and Support

The Vendor(s) shall utilize a dedicated support team to provide maintenance and support on twenty-four (24) hours a day, seven (7) days a week basis, and shall provide County with a toll-free number for maintenance and support.

In the event any component of the Vendor(s) service becomes inoperable, the Vendor(s) shall immediately notify Lake County Probation’s designee by telephone, but no later than thirty (30) minutes after the discovery of the service failure.

Vendor(s) proposal shall contain all tiers offered and shall identify the response time by tier (identify response by telephone or email.) The Vendor(s) shall fully describe its proposed twenty-four (24) hours a day, seven (7) days a week maintenance and support for this contract. The Vendor(s) shall clearly identify the County’s role in all aspects of maintenance and support.

K. Implementation

Vendor(s) shall provide a dedicated person who will be responsible for making the transition from the system under the current contract to the new system as defined in the implementation plan. This transition shall include:

- Coordination with the existing Vendor on the date and time of the change over to the new system.
- Initial data entry or migration of identification and curfew information for all offenders being monitored at the time of the transition.

L. Related Testimony

If requested as a part of litigation, the Vendor(s) shall be required to provide expert testimony regarding its monitoring equipment and system specifications, as well as the accuracy and reliability of the reports/results. The Vendor(s) shall make available qualified personnel to provide expert testimony as requested or subpoenaed. The Vendor(s) shall ensure that its personnel respond as directed by the subpoena or court order and/or appears as stipulated in the request and/or subpoenas. The Vendor(s) shall supply, in format and number requested by the County, a record of offender movements during specified time frames for investigative or judicial purposes. The format shall include, but not be limited to, USB drive, screen shots, supporting narrative, etc. All costs for Litigation Related Testimony shall be included in the prices offered.

M. Data Upon Contract Expiration

If requested by the County, upon the expiration date of the contract resulting from this RFP (or termination by any other method), the Vendor(s) shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the County. In addition, the Vendor(s) shall provide read-only licenses for the County's use for a period of seven (7) years. If any data stored is in a proprietary format, Vendor(s) shall provide a means for translating it to a standard in the public domain.

N. Device Specifications

- i. Active, Passive and/or Hybrid Global Positioning Satellite Tracking (GPS)
 - a. Device shall be waterproof to at least fifteen (15) feet, durable, shock-resistant, washable and shall comply with FCC regulations.
 - b. The unit shall have tamper detection utilizing electronic and/or fiber optic mechanisms. Once the unit detects a strap tamper violation, it shall send a unique tamper signal to the central host system to alert staff of a violation.
 - c. Device straps should be replaceable by the vendor or by County Staff if applicable.
 - d. The unit shall include motion detection.
 - e. County staff shall be able to communicate with the offender through a minimum of one (1) way communication. The vendor's software shall provide County staff the ability to send messages through phone call, text message, and/or alarm on command.
 - f. The unit shall provide a feature for the offender to acknowledge the one (1) way communication.
 - g. The unit shall be configurable to collect location data in Active, Hybrid, and Passive modes without making any adjustments to the unit hardware.
 - h. The unit shall be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious to visual inspection.
 - i. The transmitter shall emit a signal at a frequency which is not commercially interruptible at least once every thirty (30) seconds.
 - j. The unit shall have batteries which are easily charged by offender or shall plug into standard residential power sources. Charging system shall be lightweight and accommodate 110V power supplies. Charging system shall include indication whether the GPS tracking unit is charging or has a full charge. Charging system shall allow for a secure connection to the bracelet without undue risk to the offender.
 - k. The unit shall not unduly restrict the offender's day-to-day activities.
 - l. Vendor shall supply Transmitter straps of multiple sizes and shall be adjustable to fit any size offender.
 - m. At a minimum, the unit shall detect, record, and alert County staff for the following events:
 - Low Battery
 - Lost GPS Coverage
 - Curfew Violation
 - Equipment Tamper
 - Battery Charging
 - Zone Violation
 - Communications Loss

ii. Radio Frequency (RF)

- a. The Vendor(s) shall propose a transmitter, which shall be comfortably worn on the ankle or wrist of the participant and shall meet the following requirements:
 - The device shall be small, lightweight, and not pose a health hazard nor unduly restrict the activities of the participant; and of a size to be worn under normal slacks.
 - The device shall be capable of being securely attached to the participant's ankle or wrist and report any and all efforts to tamper with or remove the device.
 - Vendor shall supply Transmitter straps of multiple sizes and shall be adjustable to fit any size offender.
 - The device shall be shock resistant, water and moisture proof up to at least fifteen (15) feet, and function reliably under normal atmosphere and human environment conditions. Device shall also conform to all FCC regulations.
 - The device shall contain a radio transmitter whose coded radio signal shall be unique to the individual to whom it is attached so as to enable positive confirmation of the presence/absence of the participant within an adjustable range of a minimum of fifty (50) feet of the receiver.
 - The transmitter shall emit a coded radio signal at least once every minute on a continuous basis during the operating life of the battery.
 - The transmitter shall be battery powered and designed for a minimum continuous operating battery life of a minimum of approximately six (6) months.
- b. Vendor shall propose a receiver to be located in the participant's home (conforming to FCC standards and regulations), which shall continuously monitor the participant's transmitter and meets the following requirements:
 - The receiver shall be powered by 110-volt A.C. power with internal auto-recharging battery capable of supplying back-up power for a period of more than twenty-four (24) hours. The electrical wire connecting to A.C. power shall be UL approved, and of sufficient length to adequately connect to the household AC power.
 - The receiver shall be capable of full communications to the Vendor(s) central computer system by connection to the participant's telephone company wall outlet using a standard RJ-11-C modular telephone connector.
 - The unit shall be directly connected to the offender's home phone line, or through an optional Cellular Receiver to report events and alerts to the Vendor(s) central monitoring computer.
 - The participant's receiver shall accept and process radio signals only from the unique signal of that same participant's transmitter.
 - The receiver shall detect attempts to simulate or duplicate the participant's transmitter radio signal by a foreign device and immediately report detection of such an occurrence to the central computer.
 - The receiver shall contain an internal clock and sufficient memory to store a time stamp of all events and activities that happen per day, that shall occur for at least the next five (5) days, in the event the communications link with the central computer system is disrupted. The receiver shall be capable of operating without AC power for a minimum of twenty-four (24) hours and events can be stored for up to a minimum of 10 (ten) days.
 - The receiver shall detect, and store with time stamp the following events, at a minimum, and promptly communicate them to the central computer.
 - Arrival of transmitter within the range of the receiver.
 - Departure of transmitter out of range of the receiver after a preset programmable time interval.
 - Tampering and/or removal of the transmitter from the participant.

- An attempt to simulate or duplicate the radio signal by a device other than participant's own transmitter.
 - Loss and/or restoration of the home's commercial power.
 - Loss and/or restoration of the communication service (the disconnection event shall be sent as soon as the communications service is restored).
 - Low battery condition of transmitter and/or receiver.
 - Tampering of receiver.
 - Motion detection cellular devices.
 - The receiver shall not pose a health or safety hazard to the participant or other family members and shall function reliably under normal household environmental and atmospheric conditions.
 - The Electrical surge protectors shall be built-in or provided for connecting power and communication lines.
 - The receiver shall be capable of being installed and made operational by an officer or offender following the written instructions provided by the Vendor(s)/officer.
- iii. Video and Voice Tracking – **NO LONGER IN USE BY LAKE COUNTY, SECTION REMOVED FROM RFP**
- iv. Alcohol Monitoring – Vendor(s) system shall meet the following requirements:
- a. Shall identify the offender's presence at certain prescribed locations.
 - b. Handheld devices shall work by comparing an offender's voice to a voiceprint, digitized representation of the offender's voice and/or facial recognition.
 - c. Shall allow placement of outbound calls and/or receiving of inbound calls.
 - d. Shall have call schedules and alert notification options that are variable by offender case.
 - e. Shall individually set the number of acceptable failures before an alert is generated.
 - f. Shall allow alert notifications through email or text messaging.
 - g. Shall have such hardware and software security features as necessary to be tamper resistant.
 - h. Shall allow online access to offender compliance history.
 - i. Shall individually set the range of minutes between retry calls after busy signal or a no answer and the maximum number of attempts to verify within a verification call.
 - j. Shall allow an officer or other designee to view and print summary reports as needed.
 - k. Shall allow recording and printing the name of offenders and date and time of violation.
 - l. Shall demonstrate a high degree of accuracy.
 - m. The unit shall measure Breath Alcohol Content (BrAC) by using detection technology.
 - n. The unit shall measure BrAC-by collecting deep lung samples.
 - o. As the concentration of alcohol in a deep lung sample is directly proportionate to alcohol concentration in the blood, the unit shall be capable of measuring Blood Alcohol Content (BAC) from 0.010 at a minimum.
 - p. The unit shall have a battery-operated backup.
 - q. The battery shall power the unit for a minimum of twelve (12) hours and retain an ability to continue prescheduled tests.
 - r. The unit shall use a secure process that prevents enrollment except by authorized individuals.
 - s. The Vendor shall notify County of any tampering or violation within 24 hours.
 - t. The unit will be capable of storing messages in a nonvolatile memory in the event of phone loss.
 - u. The unit will be able to continue to administer breath tests in the absence of phone service.
 - v. The Vendor(s) central monitoring computer system will be capable of determining whether the offender took the test and then generate alerts based on the test results.
 - w. The unit shall measure the presence of alcohol only. The Device shall not respond to natural gas or acetone.
 - x. The unit will use verification to correctly identify the offender.
 - y. The unit will allow tests to be administered in a variety of methods:
 - Random, computer generated as specified by the County. Allowing for an unlimited number of test periods and tests.

- At County designated locations or in the offender's home by authorized County staff. After the test, within thirty (30) seconds the BrAC level should be displayed on the County operated handheld device.
- "On-demand" by the County.
- z. The unit will utilize mechanisms that detect attempts by the offender to defeat the unit by supplying a breath sample other than their own. The "erroneous" sample might be from a mechanical apparatus or accomplice.
- aa. The unit will have tamper technology that is accurate and non-intrusive.
- bb. The Vendor(s) shall have monitoring software that is accessible through the internet and shall provide a description of its capabilities.
- v. Transdermal Alcohol Detection Requirements:
 - a. The unit will include tamper detection features including phone, case, and power alerts to ensure accuracy of the data generated by the unit.
 - b. The unit will not require offenders to push buttons, or otherwise interact with the unit, in order for the testing process to begin or results of the test to be reported.
 - c. The System shall provide twenty-four (24) hour monitoring of alcohol concentration through the skin.
 - d. The unit shall be attached to the detainee's ankle using secure straps and alarms that detect any attempt to tamper with the device.
 - e. External power and phone cords for the unit shall be field replaceable.
 - f. The unit will be compatible with the Vendor(s) Radio Frequency monitoring solution. The unit will also have the capability to be used as a stand-alone solution.
 - g. The transmitter shall automatically measure and record the offender's transdermal alcohol level on a regular basis, regardless of the offender's location.
 - h. The transmitter shall take an alcohol sample a minimum of once every thirty (30) minutes or as determined by the County.
 - i. The unit shall connect to the telephone network with a standard RJ11-C jack or through cellular communication. A telephone cord and modular plug shall be provided with the unit at no additional cost to the County. The unit shall be directly connected to the offender's home phone line, or through an optional Cellular Receiver, to report events and alerts to the Vendor(s) central monitoring computer.
 - j. The transmitter shall comply with FCC regulations and be highly durable, shock resistant, and water resistant to allow for activities such as bathing.
 - k. When a battery error event occurs, the system shall generate an alert that the battery is not functioning properly and Vendor shall replace the battery within one (1) business day before it becomes exhausted.
 - l. The transmitter straps and battery should be replaceable by the Vendor or by County Staff if applicable.
 - m. The transmitter shall be able to distinguish between ingested alcohol and environmental alcohol.
 - n. The transmitter should have multiple tamper detection technologies such as water submersion, skin conductivity, temperature, proximity to the leg, infrared debris buildup detection, motion detection and strap tamper detection.
 - o. At a minimum, the transmitter shall detect, record, and alert County staff for the following:
 - Low battery
 - Unit shall be returned for recalibration
 - Alcohol event
 - Equipment tamper
 - Curfew violation (if paired with an optional receiver).

- p. The transmitter shall be able to pair to a receiver to report monitoring data to the Vendor(s) central monitoring computer system.
- q. The transmitter shall emit a signal to the receiver at least once every thirty (30) seconds continually, during the operating life of the transmitter's battery.
- r. RF signals from the transmitter to the receiver should have a range of up to one hundred and fifty (150) feet.
- s. RF signals from the transmitter to the receiver should be on a non-commercial frequency.
- t. Vendor(s) shall allow the unit to be paired with Radio Frequency (RF) as determined needed by the County. The RF service shall be available in land line and cell variants.

III. **SUBMITTAL REQUIREMENTS**

A. Detailed Submittal Requirements

Proposals should be prepared as simple as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. The proposal should be organized into the following major sections:

1. Introduction Material and Executive Summary
2. Company Background
3. Scope of Services
4. Implementation Plan
5. Client References
6. Exceptions to the RFP
7. Price Proposal / Value added services (attached)
8. Sustainability Statement
9. Vendor Disclosure Statement (attached)
10. Vendor Certification Form (attached)
11. Addendum Acknowledgement (attached)

B. Introduction Material and Executive Summary

The introductory material must include a title page with the RFP number, subject, name of the Proposer, address, telephone number, e-mail address, the date, a letter of transmittal and a table of contents. The executive summary should be limited to a brief narrative summarizing the proposal.

C. Company Background

In this section provide information about the company so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in the response to this RFP. Information in this section should contain the following information in addition to the General Information Sheet that is also included as an exhibit to this RFP:

1. Company name and location of the corporate headquarters and of the nearest office to Lake County.
2. The number of years the company has been in business and the number of years the company has been providing services to the public sector.
3. Include information on the company's customer base, such as the number of public sector clients the company serves, the number of local government clients, and the number of public sector clients in the state.
4. Include a brief summary of the company's organizational characteristics such as the number of employees, their backgrounds, whether the company is privately held, publicly traded, or if it is a subsidiary to a parent company.
5. Describe any other business affiliations (e.g., subsidiaries, joint ventures, "soft dollar" arrangements with brokers).

6. Provide a list of your organization's Board of Directors/Decision-Making Body including name, title, and contact information. Please do not list your organization's Advisory Board.
7. Provide one to three examples of similar type of work completed in the past five to seven years
8. Provide a summary organizational chart. Identify the primary contact and describe the roles of each key person.
9. Provide detailed resumes for all key professionals who will be directly responsible for providing services to the County. Include the following information: title, number of years at your firm, total number of years of experience, professional designations, or licenses.

D. Scope of Services

This section of the proposal should include a general discussion of the Proposer's overall understanding of the project and the scope of work. For each item that is identified in the scope of services outlined in the specifications, please identify your company's approach and response to address the desired service outlined.

The Scope of Services section shall include the following explanations required within Section II. Scope of this RFP:

1. Explain the procedure to be used by the Monitoring Services, as described in Subsection A - Monitoring Services, to confirm the participant's presence, or lack thereof, during applicable monitoring violation situations.
2. Identify the Cellular Network used by your firm of all applicable devices contained within your firm's proposal.
3. As outlined in Subsection J - Maintenance and Support, describe all maintenance and support tiers offered by your firm and identify the response time by tier (identify response by telephone or email.) The Vendor(s) shall fully describe its proposed twenty-four (24) hours a day, seven (7) days a week maintenance and support for this contract and clearly identify the County's role in all aspects of maintenance and support.

E. Implementation Plan

This section should describe the Proposer's implementation plan for each task identified in the scope of work. Provide proposed project plan timeline and outline specific areas that will require Lake County staff partnership. Provide project team resumes for key members of the implementation team expected to be on the project.

F. Client References

The County considers references to be an important factor in its decision to award a contract. Proposers should supply references that will be available to speak with the County. Three references should be provided that provided similar type of work completed in the past five to seven years. A reference sheet is included as a submittal as part of this RFP document.

G. Exceptions to the RFP

All requested information to this RFP must be supplied as this document and subsequent proposals submitted help form the basis for a contract with the selected proposer. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County and the descriptions of the advantages or disadvantages to the County as a result of the exception. The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

H. Price Proposal

Complete the Price Proposal form attached.

I. Value Added Services

Please include any value-added services your firm provides in your submittal.

J. Sustainability Statement

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, Proposers are asked to provide a Statement of Sustainability to demonstrate that they are also incorporating sustainability into their company' practices. A Sustainability Statement form is included as part of the RFP. Proposers are asked to provide a clear description of your company's sustainable practices, policies, or procedures in the following areas: waste minimization, energy efficiency, water efficiency, staff, and education.

K. Vendor Disclosure Statement

This disclosure statement is being filed in accordance with the Lake County Ethics Ordinance and Lake County Purchasing Ordinance. Effective January 2019, the Lake County Board implemented a Vendor Disclosure Statement Policy, which require vendors to disclose any familial relationships between a Lake County elected official, department director, deputy director, manager and owners, principals or officers of the vendor's company as well as campaign contributions to County elected officials.

L. Vendor Certification Form

This certification form is information that Lake County is collecting for reporting purposes only and will not be used in vendor selection.

M. Addendum Acknowledgment

Any and all changes to the specifications and terms and conditions of this RFP are valid only if they are included by addendum issued by Lake County Purchasing. Proposers shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the Proposer's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

IV. EVALUATION CRITERIA

A. The County will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort. All proposals will be evaluated by how well the proposal satisfies the described/stated needs, rather than how exactly the proposal matches the strictest interpretation of the terminology and design concepts stated herein. Newly emerging technologies, additional features, and the ability of the proposed solutions to adapt will be a consideration. Submitted proposals will be reviewed to determine whether the provider meets the following minimum procurement requirements:

- Qualifications and Experience
- Understanding and ability to meet and/or exceed the scope of services
- Completeness of Proposal and Responses for Required Information
- Hardware and Software Proposed
- Price Proposal

Percentages for each evaluation category will not be provided. Lake County encourages vendors to put an equal amount of consideration into the responses for every aspect of the proposal.

B. Short List

The evaluation factors will be used to assist the evaluation committee in determining a short list. Proposers will be notified by the County if they have been selected for the short list. Please note, Lake County reserves the right to not shortlist all Proposers if it is not in the best interest of the County.

C. Interview

Lake County reserves the right, as part of the evaluation process, to ask for additional materials, interview, or

schedule site visits to any locations serviced by Proposers. Site visits may be scheduled or unscheduled as determined by the County. If applicable, the County shall contact Proposers to arrange an interview. Information provided as part of the interview may be used by Evaluation Committee to re-evaluate and re-rank Proposers.

D. Additional Investigations

The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

E. Best and Final Offer

The County reserves the right to request a Best and Final Offer (BAFO) if additional information or modified terms are necessary for the Evaluation Committee to complete its evaluation and ranking. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed proposers, or if the short-list process is not used, all qualified Proposers will be provided an opportunity to submit a modified Response. Only one BAFO request will be issued by the County. The information received from the BAFO will be used by the Evaluation Committee to re-evaluate and re-rank the Proposers.

F. Intent to Negotiate

The County reserves the right to invite the most qualified proposer to negotiate final terms and conditions, finalize scope clarification and confirm final pricing and payment terms. The information received from the negotiation shall be found in the final contract document. If the parties are unable to negotiate a satisfactory contract the negotiations will be terminated. The County reserves the right to either begin negotiations with the qualified proposer that is next preferred or non-award the request for proposal.

V. GENERAL TERMS AND CONDITIONS

A. NEGOTIATIONS

Lake County reserves the right to negotiate specifications, terms, and conditions, which may be appropriate to the accomplishment of the purpose of this Request for Proposal (RFP).

B. CONFIDENTIALITY

Proposals are subject to the Illinois Freedom of Information Act (FOIA) once an award or final selection is made. As such, all Proposers responding are asked to submit one redacted copy of their proposal that can be used by the County to respond to any future FOIA requests for the proposal.

Please refer to the FOIA statute, 5 ILCS 140/1 et seq., and specifically Section 7 therein, for explanation of information that may be redacted. For example, information exempt from disclosure in response to a FOIA request includes but is not limited to: highly personal or objectionable information; trade secrets and commercial or financial information claimed as proprietary, privileged or confidential, the disclosure of which would cause your business competitive harm; valuable formulae, computer geographic systems, designs, drawings and research data when disclosure of the same would produce private gain or public loss; certain construction related technical documents; and information associated with automated data processing operations that, if disclosed, would jeopardize system or data security.

If no redacted copy is provided, the Lake County Purchasing Division reserves the right to determine what information should be redacted as proprietary, privileged, or confidential in response to a FOIA request. A Proposer who fails to provide a redacted copy of its proposal waives its right to maintain any claims against Lake County, its agents, or employees for disclosure of this information.

C. RESERVED RIGHTS

Lake County reserves the right, at any time and for any reason, to cancel this RFP or any portion thereof, 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 Proposer, the County has ninety (90) days to accept. The County may seek clarification from a Proposer at any time. Proposer's failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

D. INCURRED COSTS

Lake County will not be liable for any costs incurred by respondents in replying to this RFP.

E. AWARD

Lake County reserves the right to award this contract based on the evaluation criteria set forth herein. Award shall be made by the Lake County Board to the responsible Proposer(s) determined to be the most qualified and advantageous to the County. Lake County reserves the right to award this Contract in whole or in part if determined to be in the best interests of the County.

F. ADDITIONAL INFORMATION

Should the Proposer require additional information about this RFP, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting RFP number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to RFP opening date. ANY and ALL changes to these specifications are valid only if they are included in the written Addendum to all Proposers. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from obligation under this RFP as submitted. All addenda so issued shall become part of the RFP documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Proposer to improperly submit a proposal.

G. DISCUSSION OF PROPOSALS AND NEGOTIATION

Lake County may conduct discussions with any Proposer who submits a proposal. During the course of such discussions, the County shall not disclose any information derived from one proposal to any other Proposer. Lake County anticipates conducting negotiations with the successful Proposer. Your proposal should indicate any exceptions taken to this.

H. EXCEPTIONS

Any and all exceptions taken by Proposer to the terms of this RFP are to be identified in writing and included in the list of submittals.

I. CONTRACT TERM

This contract shall be in effect for a two (2) year period beginning September 1, 2026. Lake County reserves the right to renew this contract for three (3) additional one (1) year period(s), subject to acceptable performance by the Proposer. At the end of any contract term, Lake County reserves the right to extend this contract for a period of sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

J. RESPONSIBILITY & DEFAULT

The Proposer shall be required to assume responsibility for all items listed in this RFP. The successful Proposer shall be considered the sole point of contact for purposes of this contract.

K. INTERPRETATION OR CORRECTION OF REQUEST FOR PROPOSALS

Proposers shall promptly notify the Purchasing Division of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP. Interpretation, correction, and changes to the RFP will be made by addendum. Interpretation, corrections, or changes made in any other manner will not be binding.

L. TAXES

The County is exempt from paying certain Illinois State Taxes.

M. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth below.

1. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Proposer shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

2. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Proposer's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Proposer with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

3. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Proposer at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Proposer to contractual damages of any kind.

4. Termination Due to Force Majeure Events:

a) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if that party uses reasonable efforts to perform those obligations, that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and that party complies with its obligations under section 16(d)(3), below.

b) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

c) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

N. DEBARMENT AND SUSPENSION WITH LAKE COUNTY

1. The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

2. The Proposer certifies to the best of his or her knowledge and belief that the Proposer:

a) Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- b) Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c) Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d) Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.
3. Proposer agrees that, during the term of this Agreement, Bidder shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Proposer has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

O. NON-DISCRIMINATION

The Proposer agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

P. INDEMNIFICATION

The Proposer agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from the Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

Q. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Any Agreement entered into as a result of this RFP shall not be assigned, delegated, or modified without the express written consent of both parties. The Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of the Agreement.

If Lake County agrees that the Proposer may assign, delegate, or subcontract the work under the Agreement, Proposer shall remain contractually liable to Lake County unless otherwise agreed in writing.

R. CHANGE ORDERS

In the event changes to the scope of the project or additional work become necessary or desired (a "Change"), the parties shall follow the procedures set forth in this Section to memorialize the change (a "Change Order"). A Change Order shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the Change's impact on the time for completing the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within 10 business days, the receiving party shall be deemed to have rejected the Change Order. If the parties

cannot reach agreement on a proposed Change, Consultant shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Change Order shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Change Order for appropriate signature or approval.

S. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This RFP and any contract resulting from shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County Illinois.

T. CHANGE IN STATUS

The Proposer shall notify Lake County immediately of any change in its status resulting from any of the following: (a) Proposer is acquired by another party; (b) Proposer becomes insolvent; (c) Proposer, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Proposer ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its Agreement with the Proposer immediately on written notice based on any such change in status.

U. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

V. NON-ENFORCEMENT BY THE COUNTY

The Proposer shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the County, on any one or more occasions, to insist on the Proposer performance or to seek the Proposers compliance with any one or more of said terms or conditions.

W. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County General Terms & Conditions, Lake County Request for Proposal Terms Scope of Work, and the Proposal Response.

X. PERSONAL EXAMINATION

Proposers are required to satisfy themselves, by personal examination of the site as to work involved and the difficulties likely to be encountered in the performance of work under this Agreement. No plea of ignorance of conditions that exist now or hereafter, or of any conditions of difficulties that may be encountered in the execution of the work under this Agreement will be accepted as an excuse for failure to or omission on the part of the Proposer to fulfill in every respect all the requirements and specifications, nor will same be accepted as a basis for any claim for extra compensation.

The Proposer is responsible for investigating and gathering all relevant and pertinent information prior to submitting a proposal. By submitting a proposal, the Proposer affirms that they have performed all due diligence and are aware of all critical factors that may affect the provision of the services as described in the RFP. Such critical factors may include but are not limited to; location, space, utilities, scope of operations, and any other conditions, which may affect the Proposer operations. No allowance will be made for not being familiar with existing conditions to be encountered.

Y. PRICING

Pricing shall be included on Proposal Price Sheet. Please note, the price sheet must be completed and submitted with your response. Failure to complete and submit this form may cause you to be considered to be unresponsive to this RFP. A responsive Proposer is defined as a person who has submitted a proposal that conforms in all material respects to the requirements set forth in the Request for Proposal.

Z. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01 et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful Proposer. The Proposer agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Proposer further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Proposers and governmental units shall be resolved between the immediate parties.

The Proposer and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, other terms shall be reduced to writing and signed by a duly authorized representative of both the successful Proposer and the other governmental unit.

The Proposer shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured, and certified payrolls to the other governmental unit as required.

AA. ECONOMIC OPPORTUNITY PROGRAM

Lake County launched a **Buy Local. Build Local. Work Local.** initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment, the County will make every effort to achieve the following objectives:

1. To ensure nondiscrimination in the award and administration of contracts;
2. To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
3. To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
4. To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
5. To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

Successful Proposers are encouraged to work with Workforce Development to post any and all opportunities for employment on County contracts. Lake County's Workforce Development mission is to foster and ensure the economic prosperity of the Lake County community by maximizing the potential of businesses and workers. As such, Workforce Development provides a key resource for job seekers and employers.

State law mandates an open and competitive procurement process and requires that publicly procured contracts be awarded with no demonstrated preference based on the proposer's location, race and gender.

AB. REPORTING REQUIREMENTS FOR AWARDED CONTRACTS

All awarded Proposers will identify and report the type of ownership— L/W/MBE, and/or not L/W/MBE for any work that they or their approved subcontractors will perform. In addition, Lake County requests that all awarded Proposers provide an accounting of employees assigned throughout the term of the contract in regard to their home address and ethnicity. Lake County may use any data collected to report on potential of businesses and workers benefitting from County contracts.

AC. LAKE COUNTY OWNERSHIP OF INFORMATION

All information pertaining to records, data collected, property, financial or other information acquired under the scope of this contract shall be strictly confidential and the sole property of Lake County. The Proposer shall return all information to Lake County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of Lake County. Upon County request, the Proposer must provide all Lake County data in a documented, standard format.

AD. JOINT VENTURES & SUCCESSFUL PROPOSER MERGERS, ACQUISITIONS, DIVESTITURES OR CHANGE IN STRATEGY

In the event a joint venture is proposed, each party to the joint venture must meet all applicable requirements of the RFP. The party submitting the response shall be considered the sole contact for issues relating to this RFP. In the event of a merger, acquisition, divestiture or change in strategy, the successful proposer will state its commitment to continue to provide services.

AE. OUT OF POCKET EXPENSES

All out-of-pocket expenses paid by the Proposer during the project will be incurred solely at the Proposer's expense.

AF. INFORMATION SECURITY

In the process of providing services to Lake County the Proposer may come in contact with information deemed important and proprietary to Lake County. The Proposer agrees that any services performed for Lake County, whether on Lake County premises or not, will meet or exceed Lake County's information security policy and privacy standards. Lake County reserves the right to audit proposer's performance in meeting these standards.

AG. INDEPENDENT CONTRACTOR, LICENSURE OR CERTIFICATIONS, KEY PERSONNEL

1. **Independent Contractor Status.** The parties intend that the Proposer will be an independent contractor.
2. **Licensure or Certifications.** If required by law, the Proposer must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Proposer shall submit copies of the required licenses or certifications upon the County's request. Proposer shall promptly notify County in writing of any citation Proposer receives from any licensing or certification authority, including all responses and correction plans.
3. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Proposer shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Proposer, or be otherwise unable to perform the functions assigned to them, Proposer shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Proposer replace Key Employees from the project by setting forth in writing the grounds for the request. Proposer shall have a reasonable time period in which to address the grounds or make a substitution.

AH. EQUAL EMPLOYMENT OPPORTUNITY

Proposer assures, with respect to operation of the WIOA-funded training or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions in sec. 188 of the Workforce Investment Act of 1998; USDOL regulation 29 CFR part 38, as amended; USDOL regulations at 29 CFR parts 31 and 32, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975 as amended; the Civil Rights Restoration Act of 1987; executive order 12250; Age Discrimination in Employment Act of 1967; Federal Equal Pay Act of 1963; ILLINOIS Equal Pay Act of 2003; U.S. department of labor regulations at 28 CFR part 42, subparts f & h; Title VII of the Civil Rights Act of 1964, as amended Victims Economic Security and Safety Act; the Veterans' Priority Provisions of the "Jobs for Veterans Act", public law 107-288.

AI. INVOICES & PAYMENT

1. At the start of this Agreement, the County will issue a purchase order for the work and Proposer shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
2. Proposer shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Proposer shall permit a representative from Lake County to inspect and audit all of Proposer's data and records for the work and services provided under this Agreement. Proposer shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
3. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a Consultant's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).
4. Lake County's fiscal year ends on November 30. Invoices for services the Proposer has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Proposer must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Proposer to invoice the County in the timeframes noted in this section shall constitute the Proposer's waiver of the Proposer's right to payment.

AJ. PRESS/NEWS RELEASES

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

VI. INSURANCE REQUIREMENTS

- A. The awarded proposer must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and

provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

1. Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Consultant's projects away from premises owned or rented to Consultant.

2. Excess/ Umbrella Liability

The Consultant's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum*)

3. Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Consultant's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

4. Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Consultant arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Consultant's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

5. Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance

not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

6. Professional Liability – Cyber Liability

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

7. Technology Errors and Omissions

The Consultant's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

B. County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

C. Liability Insurance Conditions

Proposers agree that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
2. The Proposers insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
3. Proposer agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Proposers who have multiple projects with the County.
4. Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085**

5. **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

D. Failure to Comply: In the event the Proposer fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Proposer.

PROPOSAL PRICE SHEET

THE PRICE PROPOSAL SHALL INCLUDE A TOTAL PRICE AS A FIXED FEE FOR ALL SERVICES DELINEATED IN THIS RFP. THE PROPOSER WILL CONSIDER ALL COSTS (LABOR, OVERHEAD, ADMINISTRATION, PROFIT, TRAVEL, ETC.) ASSOCIATED WITH PROVIDING THE SERVICES LISTED IN THIS RFP. ANY HOURLY RATES FOR SERVICES THAT MAY NOT BE INCLUDED SHALL BE PROVIDED WITH THE CORRESPONDING SERVICE AND RATE.

All additional services beyond the initial scope of the project, identified by the Proposer as beneficial to the County, shall be delineated separately for the County to consider.

The quote will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in this RFP. (Please attach additional sheets if necessary)

Action Item	Proposed Price Per Unit / Per Day
Monitoring Services	\$
Active, Passive, and/or hybrid GPS Tracking	\$
RF Tracking	\$
Video and Voice Tracking Removed from RFP	\$ XXXXXX
Alcohol Monitoring (including Transdermal detection)	\$

Please indicate any hourly rates for services that may not be included in the original scope of the RFP. (Please indicate below the positions and hourly rates.)

Position	Rate for Service

Please delineate any service rates that may not be included in the original scope of the RFP.

Service	Proposed Price

SUSTAINABILITY STATEMENT

The County of Lake has a responsibility to balance fiscal, environmental, and social considerations into its operational decision-making process. The County's commitment to green and sustainable practices and good environmental stewardship was memorialized by the Lake County Board in the County's 2013 Strategic Plan where sustainability is listed as a value and a goal. This was further strengthened in September 2020 by adopting a Net Zero Emissions goal through Joint Resolution. Therefore, we shall promote environmentally preferable purchasing, whenever practical, by procuring goods or services that lessen the destructive effects on the environment and the health and well-being of all citizens.

Consideration of the practices adopted by our contracted proposer is key to magnifying the impact of the County's sustainability measures. A Proposer is requested to provide a Statement of Sustainability demonstrating the methods they have incorporated into their company. Sustainability may be one of the scoring criteria included in the evaluation rubric for the award of this contract.

INSTRUCTIONS

Please provide a narrative outlining any policies or practices implemented by your company to reduce your carbon footprint. Your response should include, but need not be limited to:

- A copy of your company's sustainability policy, awards, and accolades.
- Practices such as waste minimization, energy/water efficiency, methods instituted to reduce pollution, green products utilized, staff education, community involvement and volunteerism.
 - Specifically include the percentage of your firm's energy that comes from renewable sources and percentage of your fleet that is non-emitting.
- Sustainable approaches your company may have for this specific project.
- Cost variances to incorporate a more sustainable approach to this project and any calculated life cycle costs.