

**PROFESSIONAL SERVICES AGREEMENT**

**ELECTRONIC MONITORING SERVICES  
CATEGORY 2 – GLOBAL POSITIONING SERVICES (GPS)**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY SHERIFF'S OFFICE  
ADULT PROBATION DEPARTMENT  
JUVENILE PROBATION DEPARTMENT

AND

TRACK GROUP, INC.

CONTRACT NO. 2214-08082B

PURCHASE ORDER NO. 70000329655

**NON-FEDERALLY FUNDED CONTRACT**

# PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

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Exhibit 2	Schedule of Compensation
Exhibit 3	Information Technology Special Condition
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Track Group, Inc., doing business as a Corporation of the State of Illinois hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on October 24, 2024, as evidenced by Board Authorization letter attached hereto as EXHIBIT “5”.

## **BACKGROUND**

*The County of Cook issued a Request for Proposals “RFP” for Electronic Monitoring Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

*Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Consultant agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

**"Using Agency"** shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Information Technology Special Conditions
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

**d) Order of Precedence**

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 3	Information Technology Special Conditions
Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

**c) Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

**ii) Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

**iii) Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

**e) Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267

through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

**Insurance Requirements**

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**Coverages**

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of  
\$1,000,000 each Accident  
\$1,000,000 each Employee  
\$1,000,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than \$2,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer’s Liability with limits not less than the following amounts:

Each Occurrence:        \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain “extended reporting” coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract

effective date, the Consultant must maintain “extended reporting” coverage for a minimum of three (3) year after completion of services.

**Additional requirements**

**(a) Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant’s insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

**(b) Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Consultant’s obligations to obtain insurance pursuant to these insurance requirements.

**(c) Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

**g) Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

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

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

**i) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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

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

**j) Examination of Records and Audits**

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

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

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services

or the Comptroller General of the United States or any of their duly authorized representatives.

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

**k) Subcontracting or Assignment of Contract or Contract Funds**

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form (“ISF”). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant’s regular payroll. “Lobbyist” means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit

entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**l) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on October 28, 2024 ("**Effective Date**") and continue until October 27, 2027 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

**c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

**g) Consultant Credits**

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

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

## **ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

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

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

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
  - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
  - v) Failure to comply with Article 7 in the performance of the Agreement.
  - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if

Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed

upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

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

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

## **ARTICLE 10) GENERAL CONDITIONS**

### **a) Entire Agreement**

#### **i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

#### **ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

#### **iii) No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant

relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**b) Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**c) Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

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

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all

cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Consultant**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant

must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**m) Federal Clauses**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be

determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

#### 4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the

County's use whose costs are financed with Federal transportation funds for capital projects.

(e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

## 5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

## 6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the

County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is

unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

#### 11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors

declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**ARTICLE 11) NOTICES**

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

If to the County:      Cook County Adult Probation  
                                    69 W. Washington Street, Suite 1940  
                                    Chicago, Illinois 60602  
                                    Attention: Department Director

Cook County Juvenile Probation  
1100 South Hamlin Avenue  
Chicago, Illinois 60612  
Attention: Department Director

Cook County Sheriff's Office  
50 W. Washington Street  
Chicago, Illinois 60602  
Attention: Department Director

and

Cook County Chief Procurement Officer  
161 N. Clark Street, Suite 2300  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant: Track Group, Inc.  
200 E. 5<sup>th</sup> Avenue, Unit 100  
Naperville, Illinois 60653  
Attention: Matthew Swando

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

## **ARTICLE 12) AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1  
Statement of Work

# Statement of Work

## 1. INTRODUCTION

### 1.1 Overview

This Statement of Work (“SOW”) is intended to document the scope, roles, responsibilities, terms and conditions, tasks and timeframe for Global Positioning System (GPS) equipment and services for an electronic monitoring system designed to monitor individuals’ compliance with home detention and curfew orders and to monitor stay away orders for those charged with/or convicted of domestic violence related offenses at Cook County, Illinois (the “County”). Breaches will result in immediate notification to law enforcement, the victim and the supervising agency. Track Group (hereinafter referred to as “Vendor” or “Track Group”) will provide an GPS electronic monitoring program for the Cook County Sheriff’s Office (“Sheriff’s Office”), the Juvenile Probation Department (“Juvenile Probation”), and the Circuit Court of Cook County Adult Probation Department (“Adult Probation”).

The Sheriff’s Office, Juvenile Probation, and Adult Probation are distinct entities with distinct electronic monitoring programs, as described herein. Accordingly, Vendor shall tailor unique alert notification protocols, billing, and statistical reports for each program. The scope of services for all departments includes, but is not limited to the following:

1. Providing complete electronic monitoring services that includes receiving and processing all alerts.
2. Providing maintenance and consumables for leased Cook County equipment.
3. Maintaining all data from Cook County equipment at the Proposer’s facility.
4. Developing and interfacing a dispatching and permissions process with Cook County.
5. Creating and maintaining a web-based case management application.

### 1.2 Purpose

Cook County’s various post and pre-trial programs utilize Global Positioning (GPS) and Radio Frequency (RF) technology and services for electronic monitoring. Cook County has three (3) distinctive departments with unique, operating independent of one another. Each requires support in monitoring its population and providing public safety. The purpose of the services include:

1. A public safety risk mitigation option and or/alternative to incarceration for pre-trial defendants and probation clients ordered by the court that may include:
  - i. Sex offenses
  - ii. Murderers
  - iii. Armed robbers
  - iv. Violent weapons offenses
  - v. DUI
  - vi. Domestic Battery
  - vii. Other high risk charges

2. A cost-effective alternative to incarceration for high-risk pre-adjudicated juveniles involved with the Juvenile Court.
3. A unique alert notification system to victims of domestic battery.

### **1.3 Business Goals and Objectives**

Cook County is comprised of three distinctive Electronic Monitoring programs that provide cost-efficient, community-based supervision that promotes public safety and offers resources to individuals participating in each program. Upon successfully completing this initiative the County expects to meet the following goals and objectives:

- A. Deter criminal behavior and reduce recidivism
- B. Prevent further victimization
- C. Reduce manual steps
- D. Manage and track participant activities
- E. Retrieve information easily
- F. Reduce processing times
- G. Increased communication with all stakeholders regarding participant behavior
- H. Enable robust statistical analysis and research
- I. Decrease the number of staff needed to monitor
- J. Improve efficiencies
- K. Real-time responses to incidents involving EM participants
- L. Track and manage incidents
- M. Improve reporting;

## **2. SCOPE OF SERVICES**

This Section describes the services for this Agreement that shall apply to all Using Departments. Vendor is responsible for meeting all requirements, specifications, terms, and conditions listed in this section unless explicitly stated otherwise herein.

Track Group shall provide and maintain equipment necessary for the provision of the services described herein. All Track Group equipment provided under this Agreement shall be leased to the County for the Agreement term. Any Track Group equipment in County's possession, custody or control shall be used in accordance with the manufacturing specifications and recommendations. The scope of services provided by Track Group and its subcontractors for all departments includes, but is not limited to, the following: participant monitoring equipment; monitoring center services; field technicians to install, trouble shoot, and clean equipment; manage inventory; provide on-going maintenance; training services; and all reports required by the County with regards to the GPS Monitoring Program.

Track Group shall operate its participant monitoring center twenty-four (24) hours per day, seven (7) days per week, 365 days per year. Track Group shall provide the County with sufficient electronic monitoring

equipment (plus a shelf inventory equivalent to 30% of the total number of units that are in use) and all consumables in order for each Using Department to operate its program, with consideration to the fact that participant populations fluctuate. Neither the County nor any Using Department makes any guarantee as to the number of individuals that may be monitored or the length of time each participant may be monitored. Track Group shall provide services regardless of the actual number of participants or length of time for each participant.

Each Using Department will notify Track Group of the need to perform equipment installations and removals. Once Track Group staff are notified through the agreed upon transmittals that an offender has completed the program or should be removed from the program, the offender will be deactivated from the system and a retrieval order will be initiated. Once the notification has been received to remove the client from the program, the equipment (inventory) assigned to that offender will be removed from the Agency inventory upon system deactivation and shall not count against the Agency's shelf allowance pending retrieval or drop-off. Track Group shall be solely responsible for the cost of all lost, damaged, or stolen equipment and the replacements.

County will use the necessary paperwork and transmittals that are required to ensure Track Group has the appropriate information in order to properly monitor a participant. This includes, but is not limited to, providing complete participant information forms to the Track Group's office when requesting that a participant be enrolled on electronic monitoring. Both ADP staff and Track Group have the ability to enroll/schedule/active/monitor an offender or victim via the monitoring software platform. Track Group will complete any and all requested enrollments into the system within one (1) hour of receipt of a request for enrollment via the proper transmittals, and all pertinent client information.

County will provide Track Group with the permanent schedule to be in effect for the participant while monitored by Vendor.

Track Group will provide alert notifications to local law enforcement, the victim and the supervising agency according to agreed-upon departmental protocols established by each individual agency and via live operator voice communication and automated text messages/emails. Track Group will agree to provide any data or reports necessary to assist with the enforcement of violations. Track Group will work with each respective agencies case management vendor to design, implement and support an integration that meets the functional needs of the county per the approved functional requirements document

Track Group shall not include County's name in listings of its customers, without the express written permission of County.

Track Group shall provide a web based system that has the ability to interface with Using Departments' case management system(s).

## **2.2.1 Active GPS Equipment and System Functionality Requirements**

### **(a) Active GPS General System Requirements**

Track Group's GPS monitoring system shall comply with the following minimum requirements, in addition to the specifications set forth within this Statement of Work.

- 1) 24/7/365 Participant Tracking System.** Track Group's GPS monitoring system includes the following equipment, software and services, as shown in the technical specifications documents included in Exhibit 1 to the Statement of Work

Equipment:

- *ReliAlert™XC4/XC5* – One-piece GPS device with 2/3-way live voice communication
- *Victim App* – Smartphone application for victim
- *When requested, Track Group will provide a smartphone preloaded with the Victim App at the rates set forth in the Schedule of Compensation*
- *ReliAlert™XC4/XC5 Standard Strap (in all sizes needed)*
- *SecureCuff™ (Optional)* – Strap w/encased steel band for ReliAlert™XC4/XC5
- *RF Beacon™ (Optional)* – Utilized in conjunction with ReliAlert™XC4/XC5
- *Consumables – included per Schedule of Compensation*

Software:

- *IntelliTrack™ Operating Platform* – Monitoring software platform
- *IntelliTrack™ Mobile Application* – Mobile application of IntelliTrack™
- *Data Analytics (Optional)* – Analytics application providing statistical analysis procedures, data and text mining, and predictive modeling

Services:

- *Monitoring Center Services* - Live 24/7/365 monitoring of all alarms, alert responses according to Agency protocols that include immediate text and/or email, live phone call notification to local law enforcement (as directed by Agency), the victim and supervising Agency staff, in addition to customer and technical support.
- *Customer Support Services* – Account management and customers support services team for account and technical support.
- *Specialized Caseload Unit (optional)* - consist of dedicated Track Group investigative data analysts that perform daily reviews of program participants data, tracking information, alarm history, device performance, and behavior patterns to proactively inform Using Agency's staff on which program participants need officer intervention, investigation and/or device troubleshooting.

- 2) Real-Time Alerts & Immediate Notification.** Track Group's GPS system includes two (2) single-unit, GPS devices (ReliAlert™XC4/XC5 that communicate directly with the IntelliTrack™ monitoring system via 4G cellular channels from available cellular networks. The device captures and transmits participant location and event information every minute to the IntelliTrack™ system – alarms are transmitted when they occur. Notification is made according to Agency protocols that include immediate text and/or email, live phone call notification to local law enforcement (as directed by Agency), the victim, and supervising Agency staff.

- 3) GPS Units.** Track Group will continue to maintain the County's current inventory supply of approximately 3,500 GPS devices; as well as the required 30% inventory allowance and all

consumables. Track Group is fully capable of providing additional devices, should any or all Using Department's program growth require it. Vendor will commit to providing devices as needed outside of normal business hours (during weekends, Holidays etc.).

- 4) **Provision of Additional Units.** Track Group will continue to provide each Department the required 30% shelf stock (based on active devices) and all consumables at no cost until activated on a participant. If additional units are requested by a Department, Track Group's local equipment fulfillment center enables delivery of units within 24 hours, including weekends and holidays. All shipping/delivery costs are the sole responsibility of Track Group.
- 5) **Immediate Electronic Alert Notifications.** Our ReliAlert™XC4/XC5 GPS devices, along with the IntelliTrack™ monitoring system, recognize violations and immediately generate automated alert notifications via text and email to designated County personnel and victims based upon pre-established notification protocols created by each agency. Live phone call notification to local law enforcement, the victim and the supervising agency can be made by the Monitoring Center upon violation notification within the monitoring system alarm queue – notification is also based upon pre-established notification protocols.
- 6) **Communication with Participant (optional).** ReliAlert™XC4/XC5 has an optional on-board two/three-way live voice communication technology so that the Track Group Monitoring Center can contact the participant directly in response to critical violations from high-risk offender (e.g. in domestic violence situations) and in accordance with protocols established by the supervising officer. Authorized County personnel can contact the Track Group Monitoring Center and request a call-bridge to the device to speak directly to the participant at any time. The Monitoring Center operator remains on the call to provide assistance (three-way call). All calls are recorded for audit purposes. This functionality is optional and can be enabled or disabled upon request.

ReliAlert™XC4/XC5 also allows the participant to place a call (via a button on top of the device) directly to the Track Group Monitoring Center for any communication needs. All calls to and from the ReliAlert™XC4/XC5 device are automatically digitally recorded, time stamped, and archived so that audio files can be provided on request.

- 7) **Operation in dense urban and suburban environments when signal is greatly reduced.** Both ReliAlert™XC4/XC5 include secondary locationing technology. Once a device recognizes a loss of the GPS signal, it automatically provides cellular triangulation as a secondary means of tracking. ReliAlert XC5 can also provide secondary location and communication capabilities thru Wi-Fi. This secondary method of confirming locations and communicating data through Wi-Fi will ensure continued operation specifically in densely populated areas such as downtown Chicago and unincorporated Cook County.
- 8) **Communication methods.** Both ReliAlert XC4 and XC5 communicate data primarily over the 4G LTE cellular network, with the ability to fall back to 3G and 2G networks and roaming partners in the absence of LTE coverage.
- 9) **Immediate GPS Alert Information Notification.** Alert notification protocols can be established by County authorized personnel, within the IntelliTrack™ software interface, by alarm type. Notification methods include text message, email and live phone call and are either automatically

initiated by the IntelliTrack™ system or handled by the Track Group Monitoring Center upon receipt of an alert and with pre-established agency protocols. Victim notification is also included in the violation notification protocols and includes text message, email or live phone call by the Monitoring Center.

### **(b) Active GPS Technology**

Track Group's products and services are flexible and can be customized as necessary for Cook County Sheriff's Office, Adult Probation Department and Juvenile Probation Department. Track Group shall provide the most recent commercially utilized technology that meets all current industry standards of detention facilities and probation departments to effectively and actively monitor participants twenty-four (24) hours per day, seven (7) days per week, immediately notifying the Using Agency. Track Group shall identify all alerts in real time twenty four (24) hours per day, seven (7) days per week and notify immediately the appropriate Using Agency.

Immediate GPS Alert Information Notification. Alert notification protocols can be established by County authorized personnel, within the IntelliTrack™ software interface, by alarm type. Notification methods include text message, email and live phone call and are either automatically initiated by the IntelliTrack™ system or handled by the Track Group Monitoring Center upon receipt of an alert and with pre-established agency protocols. Victim notification is also included in the violation notification protocols and includes text message, email or live phone call by the Monitoring Center.

As the current EM contractor, Track Group currently provides fifty (50) mobile terminal units and thirty (30) tablets for the Sheriff's Office along with detachable keyboards. Fifty (50) mobile units and tablets for the Adult Probation along with detachable keyboards and forty (40) mobile terminal units and tablets for the Juvenile Probation Department along with detachable keyboards. Under this new contract, Track Group will continue to provide the County with mobile terminal units, tablets, and smartphones to support program operations with an annual 10% 'refresh' for this equipment as requested at no additional cost.

### **(c) Active GPS Alerts**

Track Group's system will generate an immediate alert specifically identified by type (e.g., exclusion zone alert, inclusion zone alert, tamper alert, low-battery alert, no communication/no location alert, and etc.), with an alert timeframe that may be customizable by the County. ReliAlert™XC4/XC5 devices, in conjunction with the IntelliTrack™ monitoring system, recognize and generate an immediate alert upon violation. These alerts are specifically identified by type and reflected in the IntelliTrack™ software; as well as in the alert notification sent to County personnel, the victim and local law enforcement, based upon agency-defined notification protocols.

ALERTS AND EVENTS		
📍 Inclusion Zone Violation	📍 Case Tamper	📍 Beacon Violation
📍 Inclusion Zone Compliance	📍 No GPS	📍 Beacon Compliance
📍 Exclusion Zone Violation	📍 No Movement	📍 Beacon Moved
📍 Exclusion Zone Compliance	📍 No GPS ESC	📍 Beacon Battery Low
📍 Exclusion Buffer Zone Entered	📍 Communications Loss	📍 Beacon Battery Critical
📍 Exclusion Buffer Zone Exited	📍 Battery Critical ESC	📍 Beacon Battery Critical ESC
📍 Strap Tamper	📍 Device Shutdown	

**(d) Active GPS Device/Hardware Equipment**

- 1) **Verbal communication with participants 24/7/365.** ReliAlert™XC4/XC5 includes on-board two/three-way live voice communication technology so that Track Group Monitoring Center operators or authorized County personnel can speak to the participant directly 24/7/365. The device also allows the participant to place a call (via a button on top of the device) directly to the Monitoring Center for any communication needs.
  
- 2) **Federal Communications Commission (FCC) compliant and registered.** Track Group’s GPS devices comply with the applicable Federal Communications Commission (FCC) regulations and are registered:  
  
 ReliAlert™XC4 (FCC# TPO-OTD41)  
 Beacon™ (FCC# TPO-B03)
  
- 3) **GPS receiver communicates with U.S. Government Global Positioning System.** ReliAlert™XC4/XC5 technology includes GPS receivers that are capable of receiving information from the U.S. Government Global Positioning System.
  
- 4) **Unit operation when in proximity to other GPS/RF receivers or electronic devices.** ReliAlert™XC4/XC5 functionality, communication and locationing technology is not affected by being in the proximity of other GPS/RF receivers and electronic devices; and therefore operates normally in these environments.
  
- 5) **Unit collection and transmission of location data as frequently as every minute.** The standard collection and transmission rate for ReliAlert™XC4/XC5 is every minute. Less frequent collection and transmission rates can be implemented if required. Data transmission automatically converts to every 15 seconds while in alarm status.
  
- 6) **Unit internal clock with date and time stamp of all recorded events.** ReliAlert™XC4/XC5 have on-board, internal clocks and all recorded events are date and time stamped.
  
- 7) **Unit recording and storing capabilities of location data (minimum of 48 hours).** ReliAlert™XC4/XC5 is capable of recording and storing 18 days.

The devices consistently search for a cellular connection and once re-established, transmit all stored data automatically to the IntelliTrack™ system and Track Group Monitoring Center. Additionally, if the battery becomes depleted and the device shuts down, all un-transmitted data messages are maintained and then transmitted once the device is restarted and cellular communication is established.

- 8) GPS device initial signal acquisition time (no more than five minutes).** ReliAlert™XC4/XC5 is able to comply with this requirement. The initial signal acquisition time is approximately 26 seconds from cold start (first powering up).
- 9) Unit safety features; units shall not pose safety hazard.** ReliAlert™XC4/XC5 are FCC-certified not to cause bodily harm by emissions of RF energy. SAR (Specific Absorption Rate) certification requirements ensure that an FCC-approved cellular device operating in near proximity to the human body does not generate energy emissions of levels that could represent health concerns. Design of both devices external chargers and device charging interfaces have been explicitly tested to confirm electrical safety even if electrical contacts are shorted. This includes safety validation for external charger, external electrical contacts and also inclusive of any potential for an internal electrical short such as if shell was compromised in a way that would allow water into the device.
- 10) Device tamper resistance.** ReliAlert™XC4/XC5 have embedded fiber optics in the center of its strap that, if compromised in any way, immediately generates a “Strap Tamper” alert which is sent to the IntelliTrack™ system and Track Group Monitoring Center. Additionally, technology within the device will generate a “Case Tamper” alarm if the device shell is opened.

ReliAlert™XC4/XC5’s standard strap has dual, braided stainless-steel cables encased in the outer edges. The embedded dual steel cables provide rigidity; prevents the wearer from heating up and stretching the plastic to remove it without severing the strap and makes it cut-resistant. A fiber-optic strand is embedded in the center of the strap that, if compromised in any way, immediately generates an alert which is sent to the IntelliTrack™ system and Track Group Monitoring Center. Additionally, technology within the device will generate a “Case Tamper” alarm if the device shell is opened.

ReliAlert™XC4/XC5’s optional high-security strap - SecureCuff™ can be used for medium and high-risk participants, in lieu of the ReliAlert™XC4/XC5’s standard strap. It has an encased, hardened steel 1” band that provide extreme cut-resistance and includes the same fiber-optic technology as the standard strap for tampering notification.

- 11) Device component functionality in normal environmental and atmospheric conditions.** Both ReliAlert™XC4/XC5 are waterproof (40 feet and 20 feet respectively) and capable of functioning in temperatures ranging from -4° Fahrenheit to +143° Fahrenheit.
- 12) Device components shock and vibration endurance capabilities.** Both ReliAlert™XC4/XC5 have been designed and tested to withstand beyond “normal wear and tear” endurance including passing shock-tests and drop-tests.

- 13) Moisture and water-resistant device components.** Both ReliAlert™XC4/XC5 are waterproof (40 feet and 20 feet respectively) and allow the participant to engage in normal activities such as bathing, showering, swimming and sweating.
- 14) Unit's internal diagnostics and ability to relay information.** ReliAlert™XC4/XC5 has extensive self-diagnostics to automatically identify and report cellular network service anomalies and device error conditions. It automatically generates statistical data and transmits to server when device encounters issues such as impaired strap optical performance or over-temperature conditions. Such issues are reported prior to reaching a service impacting level. For conditions not necessitating immediate action, Track Group Monitoring Center reviews Quality-Of-Service reports weekly to identify devices which reflect possible signs of requiring repair or field intervention (e.g. replacement of strap).
- 15) Unit receiver signal unique to assigned individual.** Each ReliAlert™XC4/XC5 has a unique serial number and unique IMEI number, so when a device is assigned to a participant (upon enrollment) within the IntelliTrack™ system, the data reported from the device is linked to the that participant.
- 16) Bracelet component hypoallergenic qualities.** The ReliAlert™XC4/XC5 device is made up of hypoallergenic materials, including Hypoallergenic Polyurethane in the strap (commonly used in medical applications); and Dupont ST 801 in the back-shell.
- 17) GPS device batteries recharge ability / device battery-operated components' minimum battery life (minimum one year before requiring replacement).** ReliAlert™XC4/XC5 includes a charging cord that can be plugged into a standard AC outlet and connected to the front of the device. The battery in the ReliAlert™XC4/XC5 is encased, durable, rechargeable, and provides 72+ hours operational use with up to 2-weeks of reserve power in Sleep Mode and has a 3-year battery life. The battery shelf life of both the ReliAlert™XC4/XC5 is greater than two (2) years and the battery-operating life of both is approximately 1.2 years.
- 18) GPS device receives and transmits location data while being charged.** ReliAlert™XC4/XC5 are capable of receiving and transmitting location data, events and alarms while the device is being charged (and powered up); as long as there is a cellular communication connection. There is no change to the standard capturing and reporting of data (every minute) when in a "charging" state.
- 19) Active GPS device time to full charge (should be within 2 hours).** Both ReliAlert™XC4/XC5 can be fully charged within two (2) hours.
- 20) Active GPS receiver will emit low battery warning.** ReliAlert™XC4/XC5 provides 55+ hours of operation before shutdown. "Low battery" status is communicated to the participant via vibration and the LED atop each device begins flashing "red." This "low battery" event is transmitted to the IntelliTrack™ software and is viewable by authorized County personnel. When either reaches a "Battery Critical" state, an alert is generated and transmitted to the IntelliTrack™ software and pre-established violation notifications are followed by the system and/or the Track Group Monitoring Center. If charging activities do not occur, eventually a "Battery Critical Escalated" alert is generated and transmitted to the IntelliTrack™ software; at which point, pre-established violation notification protocols are followed by the system and/or Track Group Monitoring Center. Vibration and LED visual notifications continue to be provided to the Participant until charging is initiated and sustained.

- 21) Active GPS receiver will retain stored data when the battery is depleted.** ReliAlert™XC4/XC5 automatically maintain all un-transmitted data if the battery becomes depleted and the device shuts down. When the device is restarted and cellular communication is established, all stored data is transmitted to the IntelliTrack™ system.
- 22) Active GPS receiver battery operation time (on a single charge) at the maximum levels of location point collection and transmission.** ReliAlert™XC4/XC5 provides 72+ hours and one-minute point collection and transmission.
- 23) Unit low-battery life warning and time frame.** Track Group's alert provides approximately 90-days' notice prior to battery life end which is rated to last approximately 3 years before needing replacement.
- 24) Device components physically attach to the participant, sizing structure, portability, and ease of use when engaged in physical activities, including manual labor.** ReliAlert™XC4/XC5 are installed on the participant's ankle via sized straps and security screws (ReliAlert™XC4/XC5). Both devices are ergonomically designed to fit comfortably on the participant's ankle and will not unduly restrict normal or work activities.
- 25) Fulfillment of additional units and associate time frame.** Track Group will provide each Department the required 30% shelf stock (on active devices) and all consumables at no cost until activated on a participant. If additional units are requested by a Department, Track Group's local equipment fulfillment center enables delivery of units within 24 hours, including holidays and weekends. All shipping costs are the sole responsibility of Track Group.
- 26) Provision of immediate alert notifications interfacing with case management systems.** Vendor's IntelliTrack platform provides all three agencies with immediate alert notifications utilizing a non-unix-based platform that is presently integrated with the county's various case management platforms. To further allow for system enhancements and scalability for the Sheriff's Department, Vendor presents two distinct (2) Case Management options.

(1) the use of a new CMS platform from Protocol that will mirror the design and functionality of the CMS system in use with the Illinois Department of Corrections.

(2) Utilizing the Enterprise CMS from Tyler Technologies.

Through integrations between Track Group and Tyler's Enterprise Supervision Case Management System (CMS) and other Cook County systems, users would continue to receive GPS notifications and alerts as they are accustomed to today. Tyler's Enterprise Supervision CMS also provides existing exchanges between Enterprise Supervision and the Cook County Circuit Court Clerk's Case Management System, Enterprise Justice (Odyssey).

Tyler's Enterprise Supervision is a multi-tenant SaaS LAMP (Linux, Apache, MySQL, PHP) application and runs in a Virtual Private Cloud using AWS GovCloud and is monitored 24x7x365 by both Amazon and Tyler. The environment is considered a "High Available"

environment, with clusters of web servers to prevent single points of failure. The system is designed to be auto-scaling and will automatically scale up or down depending on resource levels.

Both of the optional Case Management solutions include the associated case management services (phone calls to and from the offenders, movement request, document management and storage etc.).

**27) Active GPS equipment's location detection accuracy in an urban environment within large city buildings.** The GPS performance specifications of ReliAlert™XC4/XC5 is accurate to within 6 ft. more than 95% of the time in optimal conditions and within 50 ft. under normal operating conditions, however, performance may vary based upon the environment.

**28) GPS equipment will utilize a supplemental or an enhanced tracking system when GPS is unavailable or diminished.** Technology within both ReliAlert™XC4/XC5 ensure that once either device recognizes a loss of the GPS signal, it automatically provides cellular triangulation (XC4/XC5) and or Wi-Fi locations (XC5) as a secondary means of tracking – within two (2) minutes of losing GPS signal.

#### **e. Active GPS Software**

- 1) Central host and software system's accessibility to the Department for a minimum of three hundred and fifty (350) simultaneous users.** The IntelliTrack™ software system is web-based and accessible by authorized County personnel (with an authorized username and password) at any time via a computer with high-speed internet. This system is robust and scalable and can easily accommodate an unlimited number of simultaneous users, per agency, with no loss of functionality or performance. Vendor will commit to providing software updates/adjustments and customization requests within the Vendor's normal 'sprint' development schedule (approximately every 30-60 days for updates and adjustments that are not extraordinary and fall under the scope of 'normal course of business').
- 2) System will track and display all participant information including but not limited to required demographics (including stored participant photo and vehicle information), assigned supervision officer(s); assigned device(s); zones.** Within IntelliTrack™, authorized County users can input and view varying degrees of information on the participant (including all required fields); as well the participants photo, vehicle information, assigned device(s) and assigned officer.

IntelliTrack™ allows authorized County users to create a "protocol set" which involves selecting those alerts that require notification steps; then selecting the method(s) and recipient(s) for the notification. Notifications may either be done automatically by the IntelliTrack™ system (required email and text messages) or via the Track Group Monitoring Center (live phone calls, device audio and vibration commands).

All geo-zones for a specific participant are viewable and editable within IntelliTrack™. Geo-zones can be created in the shape of a circle/oval, square/rectangle or polygon and can be sized and/or moved as needed.

IntelliTrack™ utilizes Google Maps™ mapping technology to provide current and historical tracking of a participant. Tracking points and data are in numerical, sequential order and allow for incremental point by point viewing. Queries can be customized via the selected timeframe. Tracking and inclusion/exclusion zones, shown on the mapping interface, can be printed. Track Group Monitoring Center Staff will utilize the location point of the alert/violation to determine which local law enforcement entity to contact for specific alerts (see below) for the domestic violence cases based upon predetermined protocols from the county agency, and a complete list of appropriate contact numbers for each law enforcement agency. Track Group Monitoring Center staff will place a live phone call to the appropriate law enforcement for the following alerts:

- A stationary exclusion zone violation
- A mobile exclusion zone violation
- A device tamper alert when the Victim cannot be reached or the Victims states that they feel they are in danger.
- Other alerts/events according to predefined Agency protocols.

Agency personnel will provide a complete list of all Cook County law enforcement agencies and the appropriate contact numbers for the Track Group Monitoring Center to use for these events/alerts. Track Group Monitoring Center staff will contact the appropriate Cook County law enforcement agency per the agency defined protocols and make every reasonable effort to contact the appropriate law enforcement agencies outside of Cook County for alerts/events that occur outside of the County.

- 3) Software system will display the physical location of the Actively GPS-monitored participant on a user-friendly interactive map containing recognizable state, county, municipality, and street names.** IntelliTrack™ uses Google Maps™ for all mapping activities. Authorized County users can view points of interest icons, tracking information on the map in standard, satellite, hybrid (satellite view with street name overlay), or street view; as well as assigned inclusion/exclusion zones within the mapping area.

All location information transmitted from ReliAlert™XC4/XC5 devices are in longitude/latitude format when received by the IntelliTrack™ software system. The location points plotted on the map in the IntelliTrack™ are based solely on the latitude/longitude coordinates. To obtain the street address shown in the event table, a reverse geocoding feature is automatically engaged to calculate an approximate address.

For every location, event or alarm transmission, ReliAlert™XC4/XC5 provide the following additional device information: event/alarm type, date and time, approximate address, device battery strength, cellular signal strength, number of GPS satellites engaged, alarm status, and the direction and approximate speed of travel. This information is viewable within the mapping screen in an information box. Tracking points plotted on the map reflect the level of confidence in the GPS accuracy – Circle (High), Square (Medium).

- 4) Software system's ability to establish and edit exclusion zones, inclusion zones, mobile zones, travel zones, and jurisdictional zones and, buffer zones.** Inclusion and exclusion zones can be created in the shape of a circle/oval, square/rectangle, or polygon and can be manipulated and

sized to ensure an accurate location; then designated as an inclusion zone or an exclusion zone. Schedules (days/times) can then be created based upon when participants are required to be within the zone (inclusion zone) or outside the zone (exclusion zone). Created zones and schedules can be easily edited at any time by authorized users. The size and shape of the zones are customizable per participant.

Buffer zones can be created and users have the ability to select the "width" of the buffer zone surrounding the geo-zone. By using the polygon-shaped geo-zone, users can create travel zones (inclusion) for the participant. Jurisdictional zones can also be created by utilizing the polygon-shaped geo-zone to ensure areas like the city, county or state can be defined and applied as an inclusion zone.

Track Group's Victim smartphone application creates a mobile geo-zone around a victim and works in conjunction with the participants GPS tracking device (ReliAlert™XC4/XC5), to provide an early warning notification to the victim when they are in proximity to the participant. Additionally, users can create a customizable sized circular buffer zone around the mobile geo-zone.

**5) Software system's ability to configure multiple schedules for a single participant (e.g., weekday and weekend schedules).** Once a geo-zone is created, users can create a schedule for that zones that involves different days and different hours in a day. Additionally, multiple schedules can be created and saved for any zone for a single participant.

**6) Software system's ability to establish zones for individual GPS-monitored participants and for groups of GPS-monitored participants.** If logged in as an "officer" in the IntelliTrack™ system, users can access any zone created in the officer's "zone library." These zones can be added to any participant's zone library for assignment and activation. If logged in as an "admin" in IntelliTrack™, users can access any zone created by any officer or admin in the system, and then assign them to any participant.

Also, the County can create "public" geo-zones and assign them to a category (for example "Schools"). During participant enrollment that category of zone is assigned the participant. In the future if a new zone is added to that category then the new zone automatically applies to all participants that are linked to that category.

**7) Software system's ability to create polygon shaped zones for GPS-monitored participants.** Within IntelliTrack™, geo-zones can be easily created into a polygon-shape by selecting the polygon icon. Once the shape is plotted onto the map, users can manipulate the shape by clicking and dragging any of the five (5) points of the polygon to create the required shape.

**8) Software system ability to configure alert protocols that are unique to each participant and to configure alert protocols for certain groups of offenders.** Within IntelliTrack™, authorized County users can create a "protocol set" which involves selecting those alarms that require notification steps; then selecting the method(s) and recipient(s) for the notification. Notifications may either be done automatically by the IntelliTrack™ system (required email and text messages) or via the Track Group Monitoring Center (live phone calls, device audio and vibration commands) to either the victim, local law enforcement or the supervising agency Once protocols have been established

for the appropriate alarms, users save the protocol set making it available to assign to a participant.

- 9) **Software system's ability to display the status and history of the required alerts.** All events and alerts are listed (and highlighted) in the Events Grid within the Google Maps section of the software. Additionally, tracking points that include an alert are represented on the map by a "flashing siren" in lieu of the standard tracking point icon. Users can also "filter" the Events Grid to only reflect alerts within the specified time period so that they can quickly be reviewed. Additionally, users can quickly run an Alarms Detail report that provides details of all alerts associated with one participant or all participants for a period of time. This status and historical display applies to all County required alerts.
- 10) **Software system ability to view and manage the Department equipment inventory.** Authorized County users are able to view all GPS devices assigned to the County within IntelliTrack™. This device list includes the following: serial #, equipment type, inventory location, assignment status.
- 11) **Software system's ability to be integrated under one interface for both GPS and RF monitoring, if applicable.** Track Group is not proposing a stand-alone RF system therefore interface integration is not applicable.
- 12) **Software system's ability and timeline to interphase with Juvenile Probation's Electronic Case Management System.** As the current EM provider, our IntelliTrack system is already integrated with Juvenile Probation's Electronic Case Management System.
- 13) **Software system's ability to print maps of GPS monitored participant's location points that indicate the time and direction of travel.** Track Group' Authorized users are able to run, save and print a report that includes a map of the tracking timeline selected, as well as a list of the tracking points with the following information: Event Name (GPS Trace, Alarm, Event). GeoRule (if applicable), approximate location, Event Date, Time and Direction of Travel.
- 14) **Software shall have the ability to generate participant specific location reports, inventory reports, and management reports.** IntelliTrack has a number of on-demand reports that are accessible to authorized users at any time (24/7/365) to view, download, and print. Authorized users not only have the ability to generate participant specific location reports, inventory reports, and management reports, but can also query, sort, and search by any field. Users have the option to generate reports on current or historical data, participant activity, curfew violations, and other alert conditions information on a single participant or all participants. In addition, Track Group's Analytics is a suite of software applications that analyzes GPS tracking data in minutes. Accessed through IntelliTrack, Analytics provides a visual summary of all locations a participant has visited within the past thirty (30) days. This statistical reporting tool allows supervising officers to view participants' location data where they can easily disseminate travel and stop patterns and investigate any potentially and/or concerning locations visited by frequency, duration, date, and time.

## 2.2.2 GPS Requirements

## **a. Compliance**

Track Group's GPS devices comply with the applicable Federal Communications Commission (FCC) regulations and are registered:

ReliAlert™XC4 (FCC# TPO-OTD36)  
Beacon™ (FCC# TPO-B03)

## **b. Software**

- 1) Monitoring software system shall track and display participant information including but not limited to the following: required demographics including stored participant photo and vehicle information), assigned supervision officer(s); assigned device(s); and zones**

Within IntelliTrack™, authorized County users and/or Track Group Monitoring Center personnel can input and view varying degrees of information on the participant (including all required County fields); as well the participants photo, assigned device(s); assigned supervision officer and zones.

Participant tracking points and data are in numerical, sequential order and allow for incremental point by point viewing. Historical queries can be customized via the selected timeframe.

- 2) Monitoring software system will display the address assigned to the unit on a user-friendly interactive map containing recognizable state, county, municipality, and street names.**

The IntelliTrack™ software uses Google Maps™ for all mapping activities. Authorized users can view points of interest icons, tracking information on the map in standard, satellite, hybrid (satellite view with street name overlay), or street view; as well as assigned inclusion/exclusion zones within the mapping area.

All location information transmitted from ReliAlert™XC4/XC5 devices are in longitude/latitude format when received by the IntelliTrack™ software system. The location points plotted on the map in the Google Maps tab are based solely on the latitude/longitude coordinates. To obtain the street address shown in the event table, a reverse geocoding feature is engaged to calculate an approximate address.

- 3) Monitoring software system participant specific reports, inventory reports, and management reports, including participant specific location for GPS monitoring.**

The IntelliTrack™ monitoring software provides multiple "demand" reports available to authorized users 24/7 and include: Activation Report, Inventory Report, Alarm Details Report, Assigned Track Group Report, Back-up Contacts Report, Participant Demographics Report, Daily Alarm Overview Report, Participant Schedules Report, Deactivation Report, Enrollment Report, Monitoring History Report, Most Recent Alarms History Report, Participant Alarm Summary Report. Examples of these reports are included in Exhibit XX. These reports can be exported/downloaded into the following formats: Excel, PDF, Tiff, XML, CSV, and Web Archive.

*Inventory reports* will include, at a minimum and separated by type of device, the total amount of units on the participating Department's premises ready for use, total available to the participating Departments in Track Group's off-site inventory, and total amount of active units currently being used by participants.

*Management reports* shall include, at a minimum, how many units are still in the field subject to retrieval, how many units are still in the field presumed lost or damaged, how many units Track Group is scheduled to pick up and the schedule for retrieval. These reports will be capable of being generated by the participating, authorized Department staff at any time, but at least daily. The system will have the ability to query, sort, and search by any field and generate any reports requested by the Sheriff's Office, Adult Probation, or Juvenile Probation.

*Non-standard reports* will include: Average Length of Stay; Contact Report; Contacts per Watch Report; Count Report; Court Movement Report; Monitored Report; Violations Report; Movement Report; New Arrests Report; New Entries by Day Report; New Release Reject Report; No Hits Report; Participant Report; Participant Charge Report; Participant End Report; Participant End Count Report; Pregnant Report; Program End Report; SR County by Deposition; SIR Number Look Up Report; Violation Count Report; and Work School Hit Report.

- 7) Monitoring software system will send participant alerts, violations and equipment malfunctions to the appropriate County department via a dedicated computer dispatch system that will individually track and record information regarding the handling and processing of each incident.**

ReliAlert™XC4/XC5 along with the IntelliTrack™ monitoring system, are capable of recognizing violations and immediately generating automated alert notifications via text and email to designated County personnel and victims based upon pre-established notification protocols. Phone call notification can be made by the Track Group Monitoring Center upon violation notification within the monitoring system alarm queue to local law enforcement, the using agency and victims— notification is also based upon pre-established notification protocols.

The IntelliTrack™ software interface allows authorized County users to establish violation notification protocols by alarm and then create “protocol sets” that can be applied to any participant. Notification methods include text message, email and live phone call. Notification protocols that only require an email or text message, are automated and immediately sent out once the IntelliTrack™ recognizes the violation or receives the alert from either GPS device.

- 8) Monitoring software system's case-management component capable of tracking each individual participant's progress while on the program including violations, officer contacts, drug tests, and general observations.**

Vendor's IntelliTrack platform provides all three agencies with immediate alert notifications utilizing a non-unix-based platform that is presently integrated with the county's various case management platforms. To further allow for system enhancements and scalability for the Sheriff's Department, Vendor presents two distinct (2) Case Management options.

(1) the use of a new CMS platform from Protocol that will mirror the design and functionality of the CMS system in use with the Illinois Department of Corrections.

(2) Utilizing the Enterprise CMS from Tyler Technologies.

Through integrations between Track Group and Tyler's Enterprise Supervision Case Management System (CMS) and other Cook County systems, users would continue to receive GPS notifications and alerts as they are accustomed to today. Tyler's Enterprise Supervision CMS also provides existing exchanges between Enterprise Supervision and the Cook County Circuit Court Clerk's Case Management System, Enterprise Justice (Odyssey).

Tyler's Enterprise Supervision is a multi-tenant SaaS LAMP (Linux, Apache, MySQL, PHP) application and runs in a Virtual Private Cloud using AWS GovCloud and is monitored 24x7x365 by both Amazon and Tyler. The environment is considered a "High Available" environment, with clusters of web servers to prevent single points of failure. The system is designed to be auto-scaling and will automatically scale up or down depending on resource levels.

ACCESS ANYWHERE – No Hardware/No Software – Use desktop, laptop, mobile phone, or tablet devices from any location with internet access.

GENERATE REPORTS – Letters & Forms – Generate all documents with data populated from the system.

ALERTS AND REMINDERS – Automatically reminds an officer of upcoming and missed appointments.

CASE DETAILS – Store all case related information including Offenses, Hearings, Violations of Probation, Warrants, Victims, Programs, Community Service, Incident Tracking and much more.

FINANCIALS & REVENUE RECOVERY – Track fines, fees and other charges owed by the participant. Automatically generate recurring invoices, create a payment plan, receive payments, etc.

TEXT-MESSAGE AND EMAIL – Send a participant, or your entire caseload, a text message or email directly from the system. All messages sent are automatically recorded in the Activity log.

ACTIVITIES/CHRONOS/NOTES & APPOINTMENTS – Schedule future appointments, or document officer contacts and communication made with participants.

ASSESSMENTS – Complete your existing assessments, like PSA-Arnold, ORAS, COMPASS, Wisconsin Risk/Need, Virginia Pretrial Risk Assessment, and LS/CMI. Enterprise Supervision also easily integrates with other assessments vendors.

DOCUMENT MANAGEMENT CENTER – Quickly and easily scan and upload any document to a participant’s file.

INTERFACE – Establish integrations with other agencies and systems.

DRUG TEST MANAGEMENT – Assign participants to groups and schedule groups for random testing. established integrations with several of the large drug testing laboratories (e.g. Abbott/Redwood, Averhealth, Pharmatec).\

Both of the optional Case Management solutions include the associated case management services (phone calls to and from the offenders, movement request, document management and storage etc.).

- 9) **Mobile applications to be leveraged by the county.** Track Group offers IntelliTrack - Mobile App. This mobile version of the IntelliTrack was designed to work on Android-based and iOS (Apple)-based smartphones and tablets and does not require using a web- browser for access. IntelliTrack mobile app allows in-field officers the ability to easily access participant data and effectively monitor participants while in the community.

Track Group's mobile app has a built-in proximity feature that not only allows an officer to view any monitored individual who is in close proximity but provides turn-by-turn directions from the mobile device to the monitored individual’s current location. In addition to being able to access monitoring data quickly in the field, Officers also have the ability to activate the 95-decibel siren and/or initiate a vibrate command to effectively warn the monitored individual to stop undertaking counterproductive behavior or as a warning that the monitored individual is in a restricted area. They can also be used to help County personnel or other law enforcement officials attempting to locate/apprehend a participant enabling personnel to find a participant in quick and safe manner. We are officer our officer mobile app at no additional cost to the county.

### 2.2.3 GPS Service Requirements

- a) **Monitoring Center staff details will be provided by title, shift and responsibilities who will maintain, and operate twenty-four (24) hours a day, seven (7) days a week USA based monitoring center and any secondary backup site.**

Track Group’s U.S.-based Monitoring Center Services are solely dedicated to monitoring offenders on electronic monitoring and home confinement programs. Our Monitoring Center Services operates 24 hours a day, 7 days a week, 365 days a year (including holidays) and is staffed with live bi-lingual operators, supervisors, team leaders, and customer/technical support personnel on each shift. This staff is responsible for providing County personnel with immediate, real-time alarm notifications, direct intervention with the offender, and off-site monitoring assistance and customer support.

We have extensive experience in providing large, federal, state-wide, local governmental agencies, and private partners with electronic monitoring services for justice involved individuals.

This experience drives our approach to staffing patterns, alarm/call assessment and scaling to accommodate large and expanding programs. Our Monitoring Center Services operates in three (3) shifts 24/7/65 (including holidays). Each shift is staff with live personnel guaranteeing the County has continuous offender monitoring, alert notifications, and support services.

FIRST SHIFT	SECOND SHIFT	THIRD SHIFT
6:00 a.m. to 2:00 p.m.	2:00 p.m. to 8:00 p.m.	8:00 p.m. to 6:00 a.m.

### MONITORING CENTER ROLES AND RESPONSIBILITIES

Our Monitoring Center employees are trained in every facet of our Company's equipment, software, and hardware. They fully possess the capability to effectively, and efficiently deliver monitoring and technical assistance to County personnel 24/7/365.

On the following page we have provided a list of our Monitoring staff detailing their title, shift, and responsibilities.

NAME	TITLE	SHIFT	RESPONSIBILITIES
Shaun Bowen	Monitoring Center Director	First Shift	Accountable for overseeing and managing the day-to-day operations of Track Group's Monitoring Center Services and ensuring Monitoring Center employees are in full compliance with Track Group's security policies, procedures and regulations. Responsible for communicating the full scope of the County's contract with Monitoring Center Supervisors, and Team Leaders to ensure contractual conformity and that KPIs are being met.
Janet Marshall	Director of Operations	First Shift	Ms. Marshall has over 20 years of experience in her role and will be responsible for all operations and project implementation. She will also implement and manage any future operational plans, provide oversight and team support to meet project objectives, and monitor and evaluate program design performance.
Kellie Brummel	Account Manager	First Shift	Ms. Brummel has 17 years of experience within the industry. She has been working with the Sheriff's office and Adult Probation since 2015. In her current role as Account Manager, she meets with staff from both agencies on a regular basis to discuss concerns, answer questions, provide training and help develop needed solutions. She will be responsible for ensuring the overall needs and requirements for each agency are met.
Kathy Vanderlinden	Operations Manager	First Shift	Ms. Vanderlinden has 15 years of experience within the industry and has been in her role as Operations Manager for 8 years. She will assist Ms. Marshall in the implementation and management of an operational plan, assist with the management of staff, and ensure KPIs are met.
Ariana Topps	Operations Manager	First Shift	Ms. Topps has 14 years of experience within the industry and has been in her role as Operations Manager for 5 years. She will assist Ms. Marshall in the implementation and management of an operational plan, assist with the management of staff, and ensure KPIs are met.
Rotating	Operators	All shifts	Responsible for continuously monitoring offender's activities, receiving and processing alarms, and providing County personnel with immediate, real-time alarm notifications. As well as providing real-time "intervention" to the offender via the two/three-way voice communication technology on the ReliAlert™XC4 device or by activating the device's 95-decibel siren. In addition, they will provide County personnel off-site assistance with monitoring, equipment and software. Operators are also liable for abiding to all contractual obligations in conformity of the County's written policies, protocols, and procedures.
Rotating	Customer Support Specialists	All shifts	Responsible for providing County personnel with off-site programmatic assistance in trouble shooting, software assistance, monitoring assistance, reporting, billing, or any other issue.

## **MONITORING CENTER - UNINTERRUPTIBLE OPERATIONS**

Track Group's primary monitoring center facility is located in Aurora, Illinois while our backup monitoring center is located in Anderson, Indiana. Both our primary and back up monitoring centers have redundant measures designed to ensure a continuation of service and both are capable of maintaining continuous operations during catastrophic events. Some of the measures include, but are not limited to the following:

- **REDUNDANT SYSTEM:** The Center uses Avaya Enterprise Communications servers that run on a converged network; there is no single point of failure with this system, which maximizes uptime. The servers are scalable to accommodate volume fluctuations and Avaya provides 24-hour support. Avaya Enterprise Communications servers are integrated with our IVR system which is geographically redundant and is VOIP-enabled.
- **POWER SOURCE:** Both our monitoring center facility and our data center facility have backup power, including UPS and Generators that exist on the premises. Power Distribution Units (PDU) and electrical panels exist on the premises and have multiple electrical plugs in different circuits, are wired to different Uninterruptable Power Supplies (UPS) and are equipped with backup generators that are independent of the main power source. These redundancy measures give Track Group the capability of maintaining continuous operations in the event of failures of normal utility power.
- **VENTILATION AND TEMPERATURE CONTROL:** Both our monitoring center facility and our data center facility have heating and cooling (HVAC) mechanisms such as CRAC units, CRAH units, air handlers, and/or chillers to monitor and control temperature and humidity for each monitoring facility.
- **BACKUP MONITORING CENTER:** Our backup Monitor Center is set up in the same manner as our prime Monitoring Center. Due to geographic distance between the primary and backup monitoring center facilities, which are serviced by separate electrical grids and Network Access Points, our back up monitoring center facility would remain fully operational in the event power loss or natural/manmade disaster.
- **DISASTER RECOVERY PLANS:** Track Group does business on a global scale. We are currently monitoring over 25,000 individuals daily for over 300 community correction agencies in 9 countries. Based on these experiences we have prepared a thorough disaster recovery plan, so our staff and the government agencies understand what contingencies are in place for if/when emergency situations arise. As such, we have responded to and maintained operations in a number of emergency or crisis situations, and we never lost access to the host system nor experienced any interruption or loss of monitoring data.

### **b) Monitoring Center will conduct alert analysis and resolution using Department defined protocols.**

Track Goup's monitoring center currently conducts alert analysis and resolution using department-defined protocols. Presently there are twenty-six (26) unique alarm handling procedures that are followed by monitoring center staff in response to key alarms as defined by

the Cook County Sheriff's Office. Most of which involve contacting participants directly by telephone and notifying the departments of all alerts via text, email, phone and via interface to the county's Dispatch List.

- c) Proposer shall provide all data entry services associated with participant enrollments, schedules, activity data, and alert response/notification. Proposers shall propose their plan to provide 24-hours a day staff to enter into a database new participants, participants' violations, schedules and all actions taken by the Sheriff's Office, Juvenile Probation and Adult Probation and Proposer's staff.**

Vendor's monitoring center staff provides all data entry services associated with participant enrollments, schedules activity data, and alert response/notification. Our monitoring center is staffed around the clock, 24 hours a day, 365 days a year. All new participant data entered into the IntelliTrack database is performed following specific protocols dictated by the Cook County Sheriff's Office, Adult, and Juvenile Probation Departments as required. All historical and future implementations and changes are deployed incrementally and with prior approval from the respective departments.

- d) Monitoring Center will provide/maintain and answer a separate toll-free communications network for Sheriff's Office, Juvenile Probation, and Adult Probation personnel that shall take precedence over participants phone calls with the capability to assure against busy signals and wait times of over two minutes.**

Track Group's Monitoring Center will provide and maintain multiple toll free numbers in order to accommodate separate lines for each Department (Sheriff's Office, Adult Probation and Juvenile Probation). We have and will continue to maintain a separate toll-free communications network for Sheriff's Office, Adult Probation and Juvenile Probation personnel that take precedent over participant phone calls. Our monitoring center has a total of three T1 trunk lines and 140 Session Initiation Protocol (SIP) for incoming calls. This allows our customers to call our Monitoring Center at any time without experiencing a busy signal and allows our Monitoring Center operators to support our customers simultaneously without delay. This infrastructure allows the Vendor to ensure live operators are able to answer all calls into the monitoring center within two (2) minutes.

Vendor's recording system has the ability to record 120 simultaneous calls and store recordings for up to 5 years. The system records all inbound and outbound calls at the Monitoring Center and recordings can be retrieved via the following search fields: Date, Time, Inbound or Outbound Telephone Number, Workstation, and User/Specialist. Wave files can be delivered to customers upon request.

Once a violation is detected by the EM device an alarm is generated (in real-time) in IntelliTrack. The alarm is then posted to our Alarms Queue within the Monitoring Center. Once the alarm is received by the monitoring center, County's protocol steps are followed. Once completed, all information regarding that alarm is recorded and stored (i.e., type of alarm, location, date, time, time of acceptance, operator who handled the alarm, and when alarm was cleared) in the Participant Profile where it is viewable by authorized users.

The toll-free lines described above are answered and take precedence over participant phone calls to ensure against busy signals and minimize wait times. Our monitoring center is staffed around the clock, 24 hours a day, 365 days a year providing all three (3) agencies direct access to live technical support personnel to assist with troubleshooting, event interpretation, an application questions at any time and at no additional cost to the county.

In the rare event that an issue cannot be remedied within 24 hours, Track Group personnel will continue to provide detailed written plans of action to address the issue that includes a full description of the issue, why a resolution within 24 hours is not possible and our proposed plan of action within two (2) hours of the issue.

- e) Proposer shall describe how it will offer toll-free access to live technical support personnel, who shall be available nights, weekends and holidays.**

During the past five years of managing the operations of the County's program, we have gained a unique understanding of the County's program objectives, goals and the needs of your staff. Not only do we have extensive experience supporting County staff, but our on-site staff are actively engaged in the continued progress and success of your program as it evolves and grows.

Under this new contract, County personnel will continue to have direct line access via phone and email round-the-clock to communicate with your known and trusted Dedicated on-site Account Manager, and Dedicated on-site Inventory Manager, for program and technical support.

Our Monitoring Center Services operates 24/7/365 and is staffed with live, bi-lingual operators and customer/technical support personnel who have not only provided the County with immediate alert notifications but has assisted with off-site advance troubleshooting with problematic issues, software navigation, device/individual locating, reporting, billing, etc.

Our IT Team operates a 24/7/365 'on-call' IT services desk to provide technical support at any hour, of any day of the year. The IT Technical Support Desk can be contacted via the Monitoring Center by any County personnel.

When on-site technical support is required, our current headquarters location (Naperville, IL) is our biggest asset. Vendor will have on-site technical staff available at County locations within an hour; this includes nights, weekends, holidays.

- f) Liaison for the Sheriff's Office, Juvenile Probation Department and for Adult Probation to meet monthly or as needed to discuss contract performance.**

Mr. Matthew Swando (CRO) and Mr. Sean O'Donnell (RSM) will serve as the main liaisons for all aspects of contract performance, policies, goals, and services throughout the contract term. They will participate in monthly meetings or as required to discuss contract performance.

- g) Plan to maintain and repair/replace all equipment leased from Proposer, including repairing equipment in participants' residences, for the duration of the contract at no additional cost to the County.**

TAs the current EM contractor, the County's assigned Dedicated on-site Account Manager, Ms. Cornwell and Dedicated on-site Inventory Manager, Ms. Ryan will continue to assist the County with replacement, maintenance, and repairs of equipment under this new contract. In addition, they will continue to coordinate all repairs, shipments, and replacements of devices.

Vendor will repair/replacement equipment within eight (8) hours from the time the equipment problem was identified at no additional cost.

Vendor will provide full equipment warranty coverage for all ReliAlert and Beacon devices. The warranty covers routine maintenance and standard repairs and will swiftly replacement of any device in the event of a malfunction or failure. Warranty coverage will be provided throughout the life of the contract as well as any additional contract renewals options at no additional cost.

**h) Plan for fulfilling the County's request for additional devices within twenty-four (24) hours (including weekends and holidays).**

Upon receipt of request, our Dedicated Contract Manager, Dedicated Account Manager and/or Dedicated Inventory Manager and our Logistics team will collaborate and coordinate with our Chicagoland-based fulfillment center on the type and volume of equipment and destination for order shipment to ensure delivery requirements are met within 24 hours (including weekends, holidays and non-business hours as needed) upon said request. If needed, Track Group staff will personally deliver devices from our fulfillment center to any and all County locations as requested.

**i) Inventory allowance (a minimum of an additional 30%) for Department of the total number of units that are in use, without any fee.**

Track Group will provide each Department thirty percent (30%) shelf stock (on active devices) with no additional charge for shelf stock units over thirty percent (30%) until activated on a participant.

Vendor's dedicated on-site Account Manager and Dedicated on-site Inventory Manager will measure unit levels ensuring inventory is readily available for each Department when needed. In addition, they will to provide inventory reports within 24 hours of request.

**j) Providing testimony, at no additional cost, regarding the performance and methodologies of Track Group's equipment and services**

Track Group has in-house experts who have successfully testified in legal proceedings relating to our products and services, including the methodology in documenting the performance of our equipment. We will provide qualified, a senior Subject Matter Expert (SME) who will attest to these methodology and performance of services rendered in any legal proceedings if called upon or issued subpoena and work with the DSCS and or respective agency to ensure a Track Group SME representative is available to appear in court upon request at no additional cost.

**k) Plan to instruct participants on the use and care of the equipment.**

Vendor's dedicated on-site Account Manager will train newly assigned and existing County staff in all aspects of the electronic monitoring system, equipment and services. Vendor will continue to coordinate with the County on the type of training needed. All training materials necessary will be provided to each County employee being trained. These training courses will be conducted either onsite and/or online at no additional cost to the County.

**l) Plan to provide its employees who will provide services under this contract written policies and procedures in order to ensure compliance with the requirements in this Request for Proposals.**

Track Group holds itself to the highest standards of ethics and integrity in our products and services we provide and expects our employees to adopt and follow the same standards. Upon hiring all Track Group's employees go through our formal training and development programs.

Our training and development programs were established not only to train employees for their role within the company but promote cohesion on all the Company's policies & regulations, procedures, and values.

We understand the vital roles our employees play in customer's EM programs. Prior to being assigned to a customer's program, Track Group employees go through extensive training on contractual obligations they must adhere to for full compliance. This includes all client's written policies, approved protocols, procedures and resolution actions. Ongoing and refresher training is also provided throughout the year to ensure full comprehension of contractual obligation as well as ensure the highest-level performance and services are provided to our customers.

We understand the importance of protecting the highly confidential data that we collected during and after our contract fulfillment with our customers. Therefore, we maintain stringent staff and security protections to ensure all our customers' sensitive program information remains confidential.

In addition to role related training and development, all Track Group's employees are provided training with curriculums specifically designed to mitigate the risk of security breaches and protocol violations. Upon this training all employees are required to cosign our Information Security Principles Policy along with a confidentiality agreement. Breach of this agreement in any way not only leads to immediate termination but potential prosecution.

**m) Manage retrieval of all monitoring equipment from Participants following notification from the County of program completion.**

Vendor will provide equipment retrieval and inventory management services through a local minority, woman-owned business enterprise, who will receive 12.5% of the overall estimated expenditures for this procurement. Equipment retrieval from participants will be conducted within 24 hours of notification from the county of program completion.

- n) **Track Group shall conduct daily audits of all program participants' information that will include but not be limited to participant pre and post-program counts, schedules, violations, monitoring center equipment performance audits and any alerts regarding communication problems for the purposes of minimizing human and programming errors.**

Our monitoring center currently runs exception reporting every 4 hours for both the Sheriff's Office participants as well as the Adult and Juvenile Probation participants. During the exception reporting, all data is compared between the Protocol database and vendor database to ensure that all participant data is fully synced between the two databases. Protocol staff also checks the Sheriff's Office counts at the same time to verify the count is synced and correct for pre-program, active, and post-program participants. Protocol also has built-in real-time error reporting from the database to notify us of any issues that arise within the web services that would prevent schedules, violations, and communication problems.

- o) **Track Group shall accept all phone calls from participants, compile all required paperwork including court orders, work schedules, paystubs, appointment letters and immediately forward any and all movement permission requests or emergencies to Sheriff's Office personnel via their dedicated computer system.**

Track Group's monitoring center offers a fully staffed 24/7, 365-day operation to be able to assist the Sheriff's office with all of its needs. Vendor will provide an online web-based solution that assists in the documentation of all inbound and outbound call documentation, data entry requests, permission requests for the Sheriff's office. All emergencies or serious incidents are documented and escalated via phone call to the Sheriff Dispatch office immediately. In addition, all information gathered by the Monitoring Center via phone call, fax or email is immediately uploaded to the web-based solution and immediately available for viewing/retrieval by the Sheriff's office.

#### **2.2.4 General - System Requirements**

- a) **Central host system and software system and its accessibility to the Sheriff's Office, Juvenile Probation and Adult Probation via the Internet through a standard web-browser interface. Access should accommodate up to three hundred and fifty (35) simultaneous users.**

IntelliTrack™ is a secure, web-based application that provides the foundation for seamlessly and securely connecting devices, delivering trusted data to the cloud, and value through analytics. This secure, cloud-based application gives County the ability to not only collect, but store, analyze, assess monitored individual data, and manage monitored individual monitoring parameters. The IntelliTrack system receives, records, and stores all data transmitted from our proposed EM solutions and is available for viewing by authorized personnel within the web-browser interface.

Since IntelliTrack is web-based it does not require any software to be installed on any of County's machines, nor does it require the browser to download any application code that depends on any given operating system. Additionally, this secure, robust system is user-friendly and can be

remotely accessed by authorized Agency users 24/7/365 from any computer, laptop, smartphone, or tablet.

Track Group's database and software platform, IntelliTrack software application resides within two (2) IBM 100% redundant data centers. IntelliTrack is built using a distributed multi-node architecture, which was designed to enable scaling. Our IntelliTrack system supports both vertical and horizontal scalability, on either bare-metal or virtualized hardware, providing many scalability options. Additionally, each node can be configured to run one, some or all of the available services, allowing the server profile to be finely adjusted to meet specific performance demands. IBM Cloud hosting allows us to quickly provision and deploy new nodes as required. This allows us the capability to simultaneously monitor unlimited amount of justice involved individuals as well as the ability for an unlimited number of simultaneous user access transactions, uploads/downloads, report printing etc. along with other functions concurrently without impact on monitoring performance, speed, or quality to the system

- b) Web-based monitoring host and server/monitoring system and all necessary components that will actively monitor, check, and verify that participants remain in their residence during specific time periods and shall report unauthorized absences, late returns, equipment malfunctions or any and all alerts that may be construed as program violations.**

Track Group's IntelliTrack™ software system is a critical component of Track Group's comprehensive Offender monitoring solutions. The secure, non-unix, web based IntelliTrack software interface is accessible by authorized County personnel (via authorized username and password) at any time via a computer with high-speed internet access and receives, records, and stores all data transmitted from ReliAlert™ devices. Because devices report alarms in real time and offender location and other device event information up to every minute, near real-time offender tracking, event and alarm information is available for viewing at any time. This means IntelliTrack can consistently monitor, check, and verify that participants remain in their residence during specific time periods and shall report unauthorized absences, late returns, equipment malfunctions or any and all alerts that may be construed as program violations. This system is robust and scalable and can easily accommodate additional simultaneous users with no loss of functionality or performance. All software upgrades and updates will be reviewed with Cook County agencies at least 45 days prior to release.

- c) All messages and information entered and/or recorded in this host server shall be permanently recorded and easily accessed by authorized personnel of Track Group, Adult Probation, Juvenile Probation and Sheriff's Office personnel.**

IntelliTrack™ is a secure, web-based application that receives, records, and stores all data transmitted from ReliAlert™XC4/XC5 devices. All information received from Track Group's electronic monitoring products are permanently recorded within the system. Additionally, information entered by authorized County users regarding the participant, schedules, zones, etc. are also permanently recorded. The secure, robust system is accessible by authorized personnel from Track Group, Adult Probation, Juvenile Probation and the Sheriff's Office, 24/7/365 from any computer with a high-speed Internet connection with no additional hardware or software needed.

**d) System's capability to provide accurate real-time counts of active participants as well as accessible archived data for past program participants.**

The Home page of IntelliTrack™ allows users to view a current listing of all participants within the program and their status: a "green" status is an assigned and active participant; a "yellow" status is an assigned and inactive participant; and a "red" status is an inactive participant.

Within the Inventory section of IntelliTrack™, users can view the current status of all devices and the associated participant (if applicable) – a "green" status is an assigned and active device; a "yellow" status is an assigned and inactive device; a "red" status is an unassigned device and a "black" status is a device that is in RMA. Additionally, users can run an Agency Device Inventory report provides the total number of devices that are "active," "inactive" and in "Return Merchandise Authorization (RMA)" status.

Once a device is activated, all participant information, including personal information, tracking points, alarms, etc. is stored in IntelliTrack™ and can be accessed 24/7 by authorized County personnel. Information is readily available via the software on all active participants; as well as inactive participants, for 18 months. If a participant has been inactive for more than 18 months, information is archived to storage for an additional 5 ½ years or until the contract terms dictate. Archived information on a participant can be requested and it will be provided within 48 hours.

**e) Mobile data terminal units (Toughbooks) or tablets to be provided to the Sheriff's Office, Juvenile Probation and Adult Probation.**

For the contract resulting from this RFP, Track Group agrees to provide the following additional equipment to the County:

- 50 mobile data terminals & 30 tablets - Sheriff's Office
- 50 tablets - Adult Probation
- 40 tablets - Juvenile Probation

The mobile terminal devices include detachable keyboards. The tablets include accessories including protection. Track Group will provide an additional 10% 'refresh' for this equipment as requested. Track Group will provide wireless service for the Sheriff's Department and Adult and Juvenile Probation Departments' mobile terminal units or tablets.

**f) Plan for troubleshooting tablets provided, replacing tablets or accessory equipment.** Any troubleshooting required on Track Group-provided tablets, accessories or detachable keyboards can be facilitated by our dedicated, on-site account management team. All requests for repair or replacement of equipment will be promptly attended to.

**g) Plan for providing smart phones with protective cases to be used by using agencies.** Smartphones with protective cases will be provided on an as-needed basis as detailed in our pricing proposal. As with the Track Group provided tablets and mobile terminals, any additional accessories required, such as protective cases can be requested thru our dedicated on-site account management team and will be provided promptly to county staff as needed.

- h) **Plan for troubleshooting or replacing smartphones if lost, stolen or damaged.** Any troubleshooting required on Track Group-provided smartphones and related accessories, whether lost, stolen, or damaged, can be facilitated by our dedicated, on-site account management team. All requests for repair or replacement of equipment will be made promptly.
- i) **Offsite remote access to the host system capabilities allowing for viewing, editing, reports, and queries.**

The secure, web-based IntelliTrack™ software interface is accessible by authorized County personnel at any time via a computer with high-speed internet access and receives, records, and stores all data transmitted from ReliAlert™XC4/XC5 devices. Depending upon the assigned user role, authorized County users can log in and view, edit, generate reports and run historical tracking queries.

- j) **Format the monitoring system will send participant alerts, violations and equipment malfunctions to the Sheriff's Office, Juvenile Probation and Adult Probation.**

Violation notifications sent by the IntelliTrack™ system have the same message format:

**Track Group Alarm Notification**

Participant: Demo

Alarm: Inclusion Zone Violation

Date/Time: 10/25/2016 at 1:40 PM.

Zone: HOME

Officer: (Name)

Additionally, the Track Group monitoring platform will also process compliance notifications indicating an alert/event has been resolved for those alarms/events that possess the compliance notification feature.

- k) **Monitoring system's case management capabilities for tracking each individual participant's progress while on the program including violations, officer contacts, drug tests, and general observations.**

Vendor's IntelliTrack platform provides all three agencies with immediate alert notifications utilizing a non-unix-based platform that is presently integrated with the county's various case management platforms. To further allow for system enhancements and scalability for the Sheriff's Department, Vendor presents two distinct (2) Case Management options.

(1) the use of a new CMS platform from Protocol that will mirror the design and functionality of the CMS system in use with the Illinois Department of Corrections.

(2) Utilizing the Enterprise CMS from Tyler Technologies.

Through integrations between Track Group and Tyler's Enterprise Supervision Case Management System (CMS) and other Cook County systems, users would continue to receive GPS notifications and alerts as they are accustomed to today. Tyler's Enterprise

Supervision CMS also provides existing exchanges between Enterprise Supervision and the Cook County Circuit Court Clerk's Case Management System, Enterprise Justice (Odyssey).

Tyler's Enterprise Supervision is a multi-tenant SaaS LAMP (Linux, Apache, MySQL, PHP) application and runs in a Virtual Private Cloud using AWS GovCloud and is monitored 24x7x365 by both Amazon and Tyler. The environment is considered a "High Available" environment, with clusters of web servers to prevent single points of failure. The system is designed to be auto-scaling and will automatically scale up or down depending on resource levels.

ACCESS ANYWHERE – No Hardware/No Software – Use desktop, laptop, mobile phone, or tablet devices from any location with internet access.

GENERATE REPORTS – Letters & Forms – Generate all documents with data populated from the system.

ALERTS AND REMINDERS – Automatically reminds an officer of upcoming and missed appointments.

CASE DETAILS – Store all case related information including Offenses, Hearings, Violations of Probation, Warrants, Victims, Programs, Community Service, Incident Tracking and much more.

FINANCIALS & REVENUE RECOVERY – Track fines, fees and other charges owed by the participant. Automatically generate recurring invoices, create a payment plan, receive payments, etc.

TEXT-MESSAGE AND EMAIL – Send a participant, or your entire caseload, a text message or email directly from the system. All messages sent are automatically recorded in the Activity log.

ACTIVITIES/CHRONOS/NOTES & APPOINTMENTS – Schedule future appointments, or document officer contacts and communication made with participants.

ASSESSMENTS – Complete your existing assessments, like PSA-Arnold, ORAS, COMPASS, Wisconsin Risk/Need, Virginia Pretrial Risk Assessment, and LS/CMI. Enterprise Supervision also easily integrates with other assessments vendors.

DOCUMENT MANAGEMENT CENTER – Quickly and easily scan and upload any document to a participant's file.

INTERFACE – Establish integrations with other agencies and systems.

DRUG TEST MANAGEMENT – Assign participants to groups and schedule groups for random testing. established integrations with several of the large drug testing laboratories (e.g. Abott/Redwood, Averhealth, Pharmatec).

Both of the optional Case Management solutions include the associated case management services (phone calls to and from the offenders, movement request, document management and storage etc.).

- l) Confirm and identify that within three months or one hundred and twenty (120) days ninety (90) days of the sign-off/acceptance of the interface functional specification, the monitoring system and software will have the ability to interface with or pull information and data from the Sheriff's Cook County Offender Management System (CCOMS) inmate tracking system to reduce data entry and errors and shall have the ability to interface in the same manner with Adult Probation's and Juvenile Probations Case Management System.**

As the current, incumbent vendor to Cook County, our systems are already fully integrated with CCOMS through our existing case management interface. Should the county elect to opt into one of the two (2) additional case management options described above in response to section (k), the existing interface currently in place will remain until such transition date is scheduled and approved by the county. Meaning, as it relates to the requirement of being interfaced with CCOMS within ninety (90) days of the contract award, Track Group is fully compliant to this requirement.

Should the county elect to embark on the Tyler case management option, we have provided some additional detail below regarding their approach to interfacing data between systems. Our proposal includes the functionality necessary to interface with the Sheriff's CCOMS system should the county elect to deploy the Tyler case management solution. Track Group and our partner Tyler support a number of ways to connect to supporting systems. Depending on the nature of the interface, customization may be necessary to complete interfaces with other agency systems.

Previous successful integrations with supporting systems have been achieved, but not limited to FTP, APIs, AWS S3 Buckets, and have included the passing of CSVs, XML, JSON and other file formats.

Track Group and Tyler's approach to this integration and implementation effort is to allow the County to remain with its current systems while the implementation project (e.g., conversion, training, etc.) takes place. Once the Tyler CMS implementation project is completed, go-live to the EnterpriseSupervision CMS will take place.

### **2.3 Data Security and Compliance**

**Security structure and process used by the solution to provide access control to the application and all related data from a web interface. Solution's information reliability and security standards. Software and database security features. In particular, the County requires user-defined privileges, authentication, network and database security modules, and information sharing security (e.g., encryption, user-defined privileges, legal considerations (including those related to probation records and HIPAA), auditing concerns, mechanisms for tracking access and updates, and interface interactions).**

Information is one of the most important assets of Track Group and Cook County Government (County). Ensuring its confidentiality, integrity, and availability is essential to the success of Track Group and the County. For this reason, Track Group has established and maintains robust Information Security and Compliance programs aligned with the AICPA Trust Services Criteria and ISO/IEC 27001 industry standards spanning its people, processes, and technology to safeguard both Track Group's and the County's information systems and data.

### **Tracking Equipment; Proper Function**

The Vendor provided equipment must meet the most rigorous safety standards for operation in the field. The Vendor shall be responsible for proving equipment that does not pose a safety or health risk to monitored individuals or Agency staff.

### **Security Structure and Process**

#### **Information security and compliance policies and processes**

Track Group's Information Security program framework is based on and intended to comply with the ISO 27001 standard and includes organizational policies, processes, and controls that must be adhered to by Track Group employees, contractors, vendors, and service providers.

Track Group maintains a comprehensive set of Information Security and Compliance policies and processes that adhere to the AICPA Trust Services Criteria and ISO 27001. These policies and processes are reviewed and updated at least annually.

Track Group's Information Security Team, led by its Security Officer, meets quarterly to review the Information Security program to ensure its continuing suitability, adequacy, effectiveness, and support of the achievement of Track Group's service commitments to the County and other system requirements. Each quarterly review is documented, including decisions related to continual improvement opportunities and/or any changes needed to the Information Security or Compliance programs themselves.

Track Group has established and maintains formal vendor risk management processes to ensure risks associated with utilizing vendors and business partners are evaluated before each vendor/business partner contract and at least annually thereafter for vendors that have been identified as high risk. By policy, all vendors that have access to, store, or process Track Group Customer information/data are required to have in place information security controls that adhere to Track Group's policies and meet any applicable Track Group customer requirements.

#### **Customer data ownership and use**

Track Group's electronic monitoring platform, IntelliTrack, generates, collects, stores, and transmits data on behalf of, and as a service to the County. Cook County Government is the owner of this data, and Track Group will never disclose the County's data to any third party without the written authorization of the County. Additionally, any County data generated or collected as part of Track Group's monitoring services will not be used by Track Group in any way not specified in the County's service agreement, unless written consent is provided by the County.

### **Legal considerations**

Track Group's Information Security and Compliance programs are also aligned with all applicable legal requirements.

### **HIPAA**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a United States Law that regulates the collection and handling of Protected Health Information (PHI). The HIPAA Privacy Rule governs PHI, which is defined as information that can be linked to a particular person (i.e., is person identifiable that arises in the course of providing a health care service.

Track Group does not provide any health care services, nor does it serve as a subcontractor to any organizations that do provide health care services. Therefore, Track Group would not be considered either a Covered Entity or a Business Associate as defined by HIPAA and is not subject to HIPAA requirements. While not subject to HIPAA requirements, Track Group's security, privacy, and compliance programs are consistent and aligned with them, including data breach management and notification.

### **PCI**

Track Group is PCI DSS (v3.2.1) Level 4 compliant.

- 725 ILCS 185 / Pretrial Services Act and 730 ILCS 110 / Probation and Probation Officers Act -

Track Group maintains the confidentiality of all records, utilizing them only for the limited purposes for which they are collected. All data and information generated are records owned by the County and are only released by Track Group upon receipt of proper legal process and after consultation with and confirmation by the County.

- 815 ILCS 530 / Personal Information Protection Act – Track Group's Incident Response and Notification policy and processes (see Section 9 below) adheres to the data breach notification requirements of 815 ILCS 530

- 740 ILCS 14 / Biometric Information Privacy Act – Track Group is exempt from this law when it is contracted with a governmental agency in the state of Illinois, such as the County. See language below:

*740 ILCS 14/25(e): "Nothing in this Act shall be construed to apply to a contractor, subcontractor, or agent of a State agency or local unit of government when working for that State agency or local unit of government."*

### **Technology security controls**

Track Group has implemented a comprehensive set of technology security safeguards and controls to ensure the confidentiality, integrity, and availability of Track Group's and the County's information and data.

These controls, not all of which are detailed in subsequent sections of this document, encompass the following information security areas:

- Asset Management
- Access Control
- Passwords
- Configuration Management
- Physical Security
- Change Management
- Anti-virus/Anti-Malware
- Backup and Recovery
- Application Security
- Data Retention and Disposal
- Network Security and Remote Access
- Vulnerability and Patch Management
- Secure Transmission and Encryption

### Intellitrack application

The IntelliTrack application stores, processes, and transmits sensitive customer information and data, including personally identifiable information of monitored participants. For this reason, Track Group has implemented strong security practices and measures in the design and operation of IntelliTrack.

### Need to know and least privilege

The IntelliTrack application is designed and operated following the principles of “Need To Know” and Least Privilege” which ensures that only the data needed to provide Track Group’s services to the County is collected, stored, and/or transmitted and that only those individuals that require specific data to perform their job responsibilities, both at Track Group and the County, are authorized to access that data.

These design principles also limit the laws, regulations, standards, and their respective audits that Track Group is subject to. For example, Track Group utilizes a third-party payment processor and does NOT store any individual’s credit card information and IntelliTrack does not require/store Social Security Numbers for identification of individual participants.

### Role-based user access

User access to IntelliTrack’s features is determined by the role assigned to the user by the managing agency. The table below, which is a subset of IntelliTrack’s role-based permissions, shows default roles, and a sample of feature sets each role can access (\*subject to change). There are over 30 default features that can be assigned to roles.

Features	Agency Administrator	Agency Assistant	Supervision Officer
Add Alarm Suspension	X		X
Add Alarm Suspension	X	X	
Add Role	X		

### User passwords

IntelliTrack user passwords are stored as a hash generated by the use of a random 'salt' which is then iteratively hashed via a one-way algorithm to produce an un-decryptable string which is stored in the database. To validate a password entered by an IntelliTrack user, the candidate password is augmented with the same random salt (which is stored outside the hashed string) and then the generated, un-decryptable string of the candidate is compared to the one stored in the database. If the two strings match, the user is authenticated. This process is performed using Microsoft Rfc2898DerviceByes class to perform the hashing.

### Authentication

IntelliTrack has its own built in authentication mechanism that authenticates users based on the roles assigned to them by the managing agency. After logging in to IntelliTrack, if a user has been assigned multiple roles, a second window will launch which requires the user to select which of their assigned roles is appropriate for the task(s) being completed in IntelliTrack for the current session.

Each role has its own landing page - a specific screen that is most relevant for that role. The table below summarizes landing pages for each of the default roles:

Role	Landing Page
Agency Administrator	Dashboard Tab
Supervision Officer	Dashboard Tab
Agency assistant	Monitored Individuals Tab

### Single sign-on (sso)

In addition to the internal authentication mechanism described above, IntelliTrack can also be configured to work with a customer's Active Directory using the SAML SSO protocol. Implementation of SSO does require additional planning and work between Track Group and the customer.

### Encryption

Track Group employs Secure Sockets Layer (SSL) at all boundaries of its public infrastructure. SSL certificates and web application firewalls are in place to protect all public-facing network resources, including IntelliTrack. Track Group always utilizes secure, encrypted transmission methods when sending confidential and/or sensitive information over public networks.

### Integrations and security

IntelliTrack is capable of integration with third party systems using a variety of methods. IntelliTrack has a built-in integration subsystem with several "integration-points" where we can build custom "plug-ins" to our system that implement specific logic and data conversion/formatting to suit an individual customer's needs. Track Group works with customers and their third-party providers to determine the best, mutually agreeable integration method.

All integration methods are required to use a secure method of transmission, such as HTTPS or SFTP in order to exchange data with the County and/or their third-party providers.

### Application testing

Track Group has established an application security testing policy and performs application security testing prior to every production application release to identify potential vulnerabilities that require remediation. Production application releases of IntelliTrack only occur after an application security scan indicates that no vulnerabilities exist.

### Network security

Firewalls are deployed at all Track Group network boundaries to restrict and monitor all inbound and outbound network traffic. Track Group servers are connected to specific, segregated VLANs accessible only via VPN with user access requiring multi-factor authentication via Active Directory and the VPN. There are controls in place to limit user access to segregated VLANs based on the user's job responsibilities which are reviewed at least bi-annually.

Track Group utilizes secure, encrypted transmission methods when sending confidential and/or sensitive information over public networks. Track Group employs Secure Sockets Layer (SSL) at the boundaries of its public infrastructure. SSL certificates and web application firewalls are in place to protect public-facing network resources.

### **Database security**

Track Group's production database servers are housed in an isolated network VLAN and do NOT have internet access nor connectivity. Direct, physical access to the database server hardware is limited to authorized IBM Cloud data center staff. Remote access to production database servers is limited to Track Group's database administrator and infrastructure engineering teams. User access reviews for both remote access and SQL access to production databases are performed at least bi-annually.

Track Group uses Transparent Data Encryption (TDE) to encrypt data at rest in production databases.

**Probation and pretrial records are confidential, and care must be taken to secure This data and abide by all applicable laws, regulations, and global standards. The confidentiality of probation records is governed by Illinois statute 730 ILCS 110/12 (4) and pretrial records by illinois statute 725 ilcs 185/31. Proposer must explain How their proposed solution addresses security concerns. Proposer shall describe the security architecture as it relates to network, web, application, database, and interface designs. Include details on design that limit the scope of audits required by law, regulations, and global standards.**

Track Group is in fully compliance with all applicable laws, regulations, and global standards with Illinois Statute 730 ILCS 110/12 (4) and pretrial records by Illinois statute 725 ILCS 185/3.

Track Group maintains the confidentiality of all records, utilizing them only for the limited purposes for which they are collected. All data and information generated are records owned by the County and are only released by Track Group upon receipt of proper legal process and after consultation with and confirmation by the County.

### **HOSTING / DATA CENTER**

Track Group delivers its electronic monitoring services, including the storage and processing of all the County's data, from the managed third-party data centers of IBM Cloud. Track Group reviews IBM Cloud's SOC2 Type II audit report annually to ensure the appropriate controls are in place to safeguard and protect Track Group's and the County's information and data. IBM Cloud data centers meet, at a minimum, Tier 3 standards as described below.

### **HOSTING LOCATION**

Track Group's IntelliTrack primary/central host system(s), which are the repository of all monitoring data, reside in IBM Cloud's Dallas, Texas USA data center. The security, accessibility, and availability controls in place at this data center are described below.

### **UTILITIES**

Each IBM Cloud data center facility is equipped with generators that automatically supply power to the facility in the event of an outside power failure. Fuel and maintenance contracts are in place to ensure the equipment is always operable and maintained to the vendors' specifications. The generators are run and tested on a periodic basis under load and no-load conditions and necessary routine maintenance is performed. Additionally, Uninterruptible Power Supplies (UPS) are in place for all hosting hardware.

Heating and cooling (HVAC) mechanisms exist, such as CRAC units, CRAH units, air handlers and/or chillers, in and/or for each IBM Cloud data center facility to control and monitor temperature and humidity for

the data center. Periodic maintenance of all HVAC systems is performed to ensure the equipment is always operable and maintained to vendors' specifications.

Fire detection and suppression systems are in place at each IBM Cloud data center facility. Periodic maintenance of all fire detection and suppression systems is performed to ensure the equipment is always operable and maintained to vendors' specifications.

### **NETWORKING**

IBM Cloud utilizes multiple data network providers as well as a dark, private network to protect the data stored on its hosted networks from data interception. IBM Cloud has a unique, triple network architecture that allows Track Group system administrators to access Track Group's subscribed resources via a private management network. The private management network can only be accessed via IBM Cloud's provided VPN service or via an integration to Track Group's internal network via PPTP, IPSec, or SSL. The private network management portal includes granular user access control capability allowing for multi-factor authentication, including external access mechanisms and the restriction of access (blacklisting) via other provided credentials such as source IP address/range.

### **MONITORING**

In addition to Track Group's internal monitoring, IBM Cloud's Network Operations Center (NOC) monitors Track Group's hosted network and server infrastructure 24/7 to ensure that the environment remains both secure and stable.

### **MEDIA AND DATA DESTRUCTION**

Track Group only uses private storage hardware and media (not shared with any other entity) when storing and processing data in IBM Cloud's hosting facilities. When any Track Group utilized storage media is retired, Track Group deletes all of the stored data and IBM Cloud erases the data using DOD 5220.22-M grade algorithms. This ensures that any residual drive data is destroyed. This process is monitored, logged, and tracked.

### **DATA CENTER EMPLOYEE ACCESS CONTROLS**

IBM Cloud performs a quarterly review of users in roles (where roles govern access) as well as logs for access to data center and secured areas. Access records are maintained for a minimum of one year. In the event that an IBM Cloud data center employee resigns or is terminated, the IBM Cloud IT team revokes the employee's network and database access, and the IBM Cloud Facilities team revokes physical facilities access in a timely manner.

### **PHYSICAL SECURITY**

Physical access to Track Group's and the County's protected information and data is managed by IBM Cloud. At all IBM Cloud hosting facilities and their server rooms, physical access is controlled through key-card proximity systems. Access to and throughout each IBM Cloud facility, including sensitive areas such as electrical, generator, UPS, batteries, fire riser/sprinkler, and HVAC equipment, is restricted and server room access is limited only to authorized personnel. IBM Cloud data center facilities additionally have two-factor authentication with a biometric system in addition to the key-card proximity system.

All IBM Cloud data center facilities are monitored by CCTV at all entry ways, data centers, and other key positions (e.g., generators) and manned with 24/7 security personnel who monitor key card access throughout the building in real time and address any issues, such as emergency doors ajar, doors left open,

and failed access attempts, if they occur. At each data center, failed physical access attempts are logged and are available for follow-up as necessary. Additionally, security personnel perform walkthroughs during each shift to verify physical security controls are operating as intended, including walk throughs of all server rooms to observe all entrances and verify that all proximity card readers and/or biometric readers are operating correctly.

#### **SERVICE LEVEL AGREEMENTS**

IBM Cloud's comprehensive SLA includes guarantees covering:

- Public Network 100% uptime
- Private Network 100% uptime
- Redundant Infrastructure 100% uptime
- Failed Hardware Replacement Within 2 hours of problem diagnosis
- Scheduled Hardware Upgrades Within 2 hours of scheduled window
- Network, Server, Database, and Workstation Security

Track Group has established and maintains comprehensive network and database security controls to ensure the protection of its and the County's information assets and data.

#### **MANAGED SECURITY EVENT DETECTION AND RESPONSE**

Track Group has partnered with Rapid7, an industry-leading managed information security provider, to implement 24/7/365 real-time monitoring, detection, analysis, and response to security threats across Track Group's technology and data footprint. <https://rapid7.com> Rapid7 is utilized to provide continuous monitoring of Track Group's network, servers and applications and the prevention of potential security breaches. Alerts are generated when suspicious activity is detected which is immediately investigated by Rapid7's Security Operations Center (SOC), and appropriate actions are taken. Additional details of the Rapid7 services utilized by Track Group can be found in the attached documents.

#### **NETWORK SECURITY**

Firewalls are deployed at all Track Group network boundaries to restrict and monitor all inbound and outbound network traffic. Track Group servers are connected to specific, segregated VLANs accessible only via VPN with user access requiring multi-factor authentication via Active Directory and the VPN. There are controls in place to limit user access to segregated VLANs based on the user's job responsibilities which are reviewed at least bi-annually.

Track Group utilizes secure, encrypted transmission methods when sending confidential and/or sensitive information over public networks. Track Group employs Secure Sockets Layer (SSL) at the boundaries of its public infrastructure. SSL certificates and web application firewalls are in place to protect public-facing network resources.

#### **SERVER SECURITY**

Track Group has established a policy and implemented the tools to monitor all production environment servers and alert if changes occur in configuration or operation, based on defined thresholds. Track Group has established a patch management policy and process to ensure production environment servers are patched in a timely manner to protect from known vulnerabilities. Track Group has established a vulnerability management policy and process to scan production environment servers to discover and remediate any unknown vulnerabilities on an ongoing basis.

Track Group has licensed and implemented Rapid7's vulnerability management platform which continuously scans Track Group's technology footprint for emerging vulnerabilities and the effectiveness of its patch management program.

#### **DATABASE SECURITY**

Track Group's production database servers are housed in an isolated network VLAN and do NOT have internet access nor connectivity. Direct, physical access to the database server hardware is limited to authorized IBM Cloud data center staff. Remote access to production database servers is limited to Track Group's database administrator and infrastructure engineering teams. User access reviews for both remote access and SQL access to production databases are performed at least bi-annually. Track Group uses Transparent Data Encryption (TDE) to encrypt data at rest in production databases.

#### **USER WORKSTATION SECURITY**

Track Group has licensed and implemented NinjaOne, a leading device monitoring and management tool, which allows for the application and enforcement of security policies on individual computers, including hard drive encryption.

Supported by NinjaOne, a formal, proactive patch management program ensures all Track Group user workstations and computers are protected against emerging vulnerabilities.

#### **ANTI-VIRUS / ANTI-MALWARE**

The Track Group anti-virus/anti-malware program encompasses all hardware devices that may access production environments. Anti-virus/anti-malware solutions are installed to protect all workstations, laptops, and servers supporting production environments. Users are not able to disable anti virus/antimalware software on their workstation.

#### **USER ACCESS CONTROLS**

Access to any of Track Group's system components requires a documented request and manager approval before user access is provisioned. The access required is based on the user's job responsibility. Access to production/customer systems is limited to Track Group's technical operations team members.

User access to Track Group system components is revoked within 24 hours of employee or contractor termination. This process is started by the submission of a user termination request which is used to track system access permissions revocation and closure.

#### **INTELLITRACK APPLICATION**

The IntelliTrack application stores, processes, and transmits sensitive customer information and data, including personally identifiable information of monitored participants. For this reason, Track Group has implemented the following strong security practices and measures in the design and operation of IntelliTrack.

#### **NEED TO KNOW AND LEAST PRIVILEGE**

The IntelliTrack application is designed and operated following the principles of "Need To Know" and Least Privilege" which ensures that only the data needed to provide Track Group's services to the County is collected, stored, and/or transmitted and that only those individuals that require specific data to perform their job responsibilities, both at Track Group and the County, are authorized to access that data.

These design principles also limit the laws, regulations, standards, and their respective audits that Track Group is subject to. For example, Track Group utilizes a third-party payment processor and does NOT store any individual's credit card information and IntelliTrack does not require/store Social Security Numbers for identification of individual participants.

**ROLE-BASED USER ACCESS**

User access to IntelliTrack's features is determined by the role assigned to the user by the managing agency. The table below, which is a subset of IntelliTrack's role-based permissions, shows default roles, and a sample of feature sets each role can access (\*subject to change). There are over 30 default features that can be assigned to roles.

FEATURES	AGENCY ADMINISTRATOR	AGENCY ASSISTANT	SUPERVISION OFFICER
ADD ALARM SUSPENSION	X		X
ADD ALARM SUSPENSION	X	X	
ADD ROLE	X		

**USER PASSWORDS**

IntelliTrack user passwords are stored as a hash generated by the use of a random 'salt' which is then iteratively hashed via a one-way algorithm to produce an un-decryptable string which is stored in the database. To validate a password entered by an IntelliTrack user, the candidate password is augmented with the same random salt (which is stored outside the hashed string) and then the generated, un-decryptable string of the candidate is compared to the one stored in the database. If the two strings match, the user is authenticated. This process is performed using Microsoft Rfc2898DeriveBytes class to perform the hashing.

**AUTHENTICATION**

IntelliTrack has its own built in authentication mechanism that authenticates users based on the roles assigned to them by the managing agency. After logging in to IntelliTrack, if a user has been assigned multiple roles, a second window will launch which requires the user to select which of their assigned roles is appropriate for the task(s) being completed in IntelliTrack for the current session.

Each role has its own landing page - a specific screen that is most relevant for that role. The table below summarizes landing pages for each of the default roles:

ROLE	LANDING PAGE
AGENCY ADMINISTRATOR	DASHBOARD TAB
SUPERVISION OFFICER	DASHBOARD TAB
AGENCY ASSISTANT	MONITORED INDIVIDUALS TAB

## **SINGLE SIGN-ON (SSO)**

In addition to the internal authentication mechanism described above, IntelliTrack can also be configured to work with a customer's Active Directory using the SAML SSO protocol. Implementation of SSO does require additional planning and work between Track Group and the customer.

## **ENCRYPTION**

Track Group employs Secure Sockets Layer (SSL) at all boundaries of its public infrastructure. SSL certificates and web application firewalls are in place to protect all public-facing network resources, including IntelliTrack. Track Group always utilizes secure, encrypted transmission methods when sending confidential and/or sensitive information over public networks.

## **INTEGRATIONS AND SECURITY**

IntelliTrack is capable of integration with third party systems using a variety of methods. IntelliTrack has a built-in integration subsystem with several "integration-points" where we can build custom "plug-ins" to our system that implement specific logic and data conversion/formatting to suit an individual customer's needs. Track Group works with customers and their third-party providers to determine the best, mutually agreeable integration method.

All integration methods are required to use a secure method of transmission, such as HTTPS or SFTP in order to exchange data with the County and/or their third-party providers.

## **APPLICATION TESTING**

Track Group has established an application security testing policy and performs application security testing prior to every production application release to identify potential vulnerabilities that require remediation. Production application releases of IntelliTrack only occur after an application security scan indicates that no vulnerabilities exist.

## **DEVICE SECURITY**

Track Group understands the importance of protecting the confidentiality and integrity of data in transit, which includes the data transmitted to and from Track Group's electronic monitoring devices.

## **RELIALERT™XC4 AND XC5**

To protect the sensitive data transmitted to and from Track Group's ReliAlert XC4 and XC5 devices, we utilize 128-bit AES GCM encryption, a robust and widely accepted encryption standard, to ensure the highest level of data security. This encryption methodology offers numerous benefits, including strong encryption algorithms, efficient key management, and safeguarding sensitive information from unauthorized access and interception. By employing AES GCM encryption, ReliAlert XC4 and XC5 guarantees the utmost confidentiality of all transmitted messages, preventing unauthorized parties from deciphering the content and ensuring that sensitive data remains protected.

Moreover, AES GCM encryption incorporates an authentication mechanism that guarantees the data integrity of all transmitted messages. Through the use of an authentication function, ReliAlert XC4 and XC5 generates an authentication tag that serves as a digital fingerprint for each message. The recipient of a message can verify the integrity of the content by comparing the received authentication tag with the one that is calculated. Any modifications of or tampering with the message during transmission will result in a mismatch, alerting the recipient of potential unauthorized alterations of data.

In addition, ReliAlert XC4's and XC5's implementation of AES GCM encryption includes protection against replay attacks. By employing a unique initialization vector (IV) for each encryption operation, the same plaintext encrypted multiple times will result in distinct ciphertexts. This feature ensures that replay attacks, where an attacker captures and resends previously encrypted messages, are mitigated.

ReliAlert XC4 and XC5 effectively prevent unauthorized entities from intercepting and replaying messages, enhancing the overall security and integrity of the system.

### **BEACON**

Track Group's Beacon is a radio frequency (RF) only product that sends status messages at a regular interval. These transmissions occur via RF, and do not contain any sensitive information. The Beacon is a transmit only device and is not capable of receiving any RF signals. The RF signal transmitted by the Beacon is received by nearby ReliAlert XC4 and XC5 devices. The information calculated by the ReliAlert XC4 and XC5 is then transmitted via the cellular network using the aforementioned 128-bit AES GCM encryption.

### **HUMAN RESOURCES SECURITY**

Track Group's employees and contractors, as users of Track Group's information systems and data, have a critically important role in ensuring all of Track Group's and the County's information systems and data are diligently safeguarded. For this reason, Track Group has established and maintains strong Human Resources security policies and processes.

### **BACKGROUND SCREENING**

All Track Group employees, contractors, and monitoring center personnel undergo substance abuse and criminal background screening before hire or contract to validate the candidate's suitability, competencies, profile, and qualifications for their job.

### **MONITORING CENTER PERSONNEL**

All monitoring center personnel are required to complete information security training on hire and annually thereafter. Additionally on hire, monitoring center personnel are required to participate in formal "classroom" and "hands-on" training that address all of the software programs utilized, electronic monitoring equipment, Monitoring Center policies and processes, customer support, and the sensitivity of the information/data that they will be handling on a daily basis.

### **INFORMATION SECURITY AND POLICY TRAINING**

Track Group has partnered with KnowBe4, a leading information security training provider, to deliver training programs to its employees and contractors. All Track Group employees and contractors are required to complete and acknowledge information security training, delivered by KnowBe4, including passing a test to demonstrate their knowledge and understanding on hire and annually thereafter. Additionally, all employees are required to read and acknowledge Track Group's Information Security policies on hire and at least annually thereafter. <https://www.knowbe4.com/>

### **PHISHING EMAIL AWARENESS AND TESTING**

All Track Group employees and contractors are enrolled in an automated phishing email awareness program, supported by KnowBe4, that sends all users a test phishing email quarterly to assess their awareness and propensity to fall victim to a phishing attack. All users failing these tests receive follow-up training supervised by Track Group's Security Officer.

### **SEGREGATION OF DUTIES AND LEAST PRIVILEGE**

When establishing employee job positions, Track Group segregates conflicting duties and responsibilities to reduce opportunities for unauthorized or unintentional disclosure, modification, or misuse of Track Group's or the County's assets or information/data.

When provisioning user access to Track Group's information systems and data, the principle of "least privilege" is always used to ensure that ONLY the access required to perform their job responsibilities is provided to employees and contractors.

### **ACCESS CONTROL POLICY AND PROCESSES**

All Track Group user access provisioning, changes, and revocation require a documented access request from a Track Group manager that has been authorized to do so by Track Group's Security Officer. All such requests are reviewed and approved by Track Group IT management before any user access is provided or revoked.

In the course of regular business, Track Group employees' and contractors' employment or contract are terminated. When these terminations occur, it is imperative to revoke the affected individual's access to Track Group information systems and data. It is Track Group's policy to revoke an employee's or contractor's access to Track Group information systems and data within 24 hours of that employee/contractor's termination.

**Procedures (e.g., background checks, hiring practices, etc.) for ensuring Track Group employees are properly authorized for access to confidential and sensitive participant information. Practices for training Monitoring Center employees and for ensuring they are properly qualified to handle confidential and sensitive information. Track Group shall ensure that the confidentiality of participants' records is maintained and shall not disclose any such information to any third party without written authorization of the County. Data generated as a result of monitoring shall not be used in any way by Track Group without consent of the using agencies.**

Once a potential candidate has moved into the "job offering" phase, a preliminary background check and illicit substance testing are performed by qualified/certified entities to verify identity, employment qualifications, education, and to ensure there is no criminal history or illicit substance abuse. All candidates must pass both prior to employment.

Upon hiring all Track Group's employees go through our formal training and development programs. Our formal "Training and Development" programs were established not only to promote cohesion on the company's policies & regulations, procedures, and values but designed to educate all our employees allowing for growth and advancement opportunities.

The main objective of our formal training and development programs is to provide our employees with the knowledge, skills, and tools necessary to be successful in their role. New employees are obligated to attend an initial four-week training course and required to pass the curriculum exam before being certified or moving fully into their role. In addition, we offer ongoing and refresher training courses to our employees, ensuring high proficiency levels.

We are 100% committed to and fully support a healthy work/life balance. Therefore, we offer these programs in both classroom-based and online (live and recorded) led by highly qualified instructors. During these classes, our employees' learnings are taught through both classic text, visuals, and hands-on such as being actively involved in the form of simulations, scenarios, role plays, quizzes, and/or games. We believe this curriculum approach not only allows our employees the advantage of practicing their new skills by applying them in realistic work scenarios but keeps them engaged where they are more likely to retain what they have learned.

Furthermore, Track Group understands the importance of protecting the highly confidential data that we collected during and after our contract fulfillment with our customers. Therefore, we maintain stringent staff and security protections to ensure all our customers' sensitive program information remains confidential.

In addition to role related training and development, all Track Group's employees are required to participate in initial and ongoing training with curriculums specifically designed to mitigate the risk of security breaches and protocol violations. Upon completion employees are required to cosign our Information Security Principles Policy along with a confidentiality agreement. Breach of this agreement in any way not only leads to immediate termination but potential prosecution.

**Ability to create user groups with varying access privileges (e.g., read/write and read only).**

Authorized users are registered in the system by County's Administrator from within the main application. All access within the system is role-based and fully configurable, allowing fine-grained control over what data and product features each authorized user can access.

User data is logically segregated by account-based access rules and roles. Authorized users have their own unique username and password that is required to be entered each time a user logs in. As such, County's Administrators have the ability to manage users' roles (e.g., add, edit, and delete monitored individual information including, but not limited to, monitored individual curfew hours etc.) and controls access to the system across County and defines authentication policies for increased security.

**Each participant's data shall be accessible to the Participating Agency for a minimum of 24 months before it is archived or stored offline, from the end of the service.**

Track Group stores twenty-four (24) months of data on our "live" servers that can be instantaneously accessed by authorized County users via our encrypted web-based software system to view, download, and print.

Data that is older than twenty-four (24) months will be archived and maintained by Track Group Database Administrators. All historical data will be made available to the County upon receipt of authorized, written request to obtain.

**Archived copies of each participant's data shall be retained for a minimum of 10 years. Upon expiration of the retention period and/or termination of the Agreement, the awardee must facilitate transfer of all participant data and related records created in performance of the Agreement.**

Track Group will retain archived copies of each offender's data for a minimum of 10 years. We will provide archived data in a format that can be stored and easily interpreted.

**Location of the central host system, the repository of all monitoring data, which shall not be located in a County's facility and shall be the responsibility of Track Group. The Host server/primary monitoring system shall be located in a secure location with accessibility limited to authorized personnel designated by the Sheriff's Office, Adult Probation and Juvenile Probation only.**

Track Group's database and software platform, IntelliTrack software application resides within two (2) IBM 100% redundant data centers. Our primary IBM Cloud data centers are located in Dallas, Texas, we also operate in one of the few FedRAMP and CJIS compliant data centers in Washington D.C. which meets the most stringent IT security requirements in the industry for federal agency deployments.

Security is a fundamental principle in the design of IntelliTrack and is enforced at all layers of the application. IntelliTrack is accessed over a secure link via SSL on HTTPS with 256-bit encryption where a unique, authorized username and password are required for login. All communication with the browser happens via HTTP requests and web socket communication over TCP/IP. Single-Sign-On (SSO) and multi-factor authentication (MFA) are available on request.

The system uses a role-based, token authentication and authorization system. Upon authentication with the system, a user is authorized for certain access based upon their assigned role (or roles). This information is encoded in an encrypted token which indicates to both the UI and the application layer what screens and data the user/role is authorized to see, as well as what actions or data modifications the user/role is allowed to perform. The data layer is entirely isolated from the end-user and is only accessible on a segregated subnet via the internal firewall through the application layer. User data in our database is logically separated by account-based access rules, and user accounts have unique usernames and passwords that must be entered each time a user logs in. Stored passwords are individually salted and hashed.

#### **USER SECURITY**

- Authentication: User data on our database is logically segregated by account-based access rules. User Accounts have unique usernames and passwords that must be entered each time a user logs in.
- Passwords: Passwords are individually salted and hashed.
- Single Sign-On: Track Group supports SAML 2.0 integration, which allows you to control access to the system across your organization and define authentication policies for increased security.
- Privacy: We have a comprehensive privacy policy that provides a very transparent view of how we handle your data, including how we use your data, who we share it with, and how long we retain it.
- Data Residency: All Track Group user data is stored on servers located in the United States

#### **NETWORK SECURITY**

- Firewalls: Firewalls restrict access to all ports except those required by the application.
- Access Control: Secure VPN, 2FA (two-factor authentication), and role-based access is enforced for system management by authorized engineering staff.
- Logging and Auditing: Central logging systems capture and archive all internal systems access

including any failed authentication attempts.

- Encryption in Transit: By default, our system has Transport Layer Security (TLS) enabled to encrypt respondent traffic. All other communications with the system are sent over TLS connections, which protects communications by using both server authentication and data encryption. This ensures that user data in transit is safe, secure, and available only to intended recipients.

Testing: System functionality and design changes are verified in an isolated test “sandbox” environment and subject to functional and security testing prior to deployment to active production systems.

### **VULNERABILITY MANAGEMENT**

- Patching: Latest security patches are applied to all operating systems, applications, and network infrastructure to mitigate exposure to vulnerabilities.

- Third Party Scans: Our environments are continuously scanned using the best of breed security tools. These tools are configured to perform application and network vulnerability assessments, which test for patch status and basic misconfigurations of systems and sites.

- Penetration Testing: External organizations perform penetration tests at least annually.

### **AVAILABILITY**

- Connectivity: Fully redundant IP network connections with multiple independent connections to a range of Tier 1 Internet access providers

- Power: Servers have redundant internal and external power supplies. Data centers have backup power supplies and are able to draw power from multiple substations, several diesel generators, and backup batteries.

- Uptime: Continuous uptime monitoring; immediate escalation to Track Group and Agency for any downtime

- Failover: Our database resides in a clustered environment allowing for automated and instantaneous database failover in the event of a data problem. IntelliTrack uses multiple, load balanced, web server nodes which allow continuous uptime in the event of a node failure.

- Backup Frequency: Backups occur daily at multiple geographically disparate sites. Database log backups occur every 5 minutes, allowing point in time recovery.

## **2.4 Incident Response Requirements**

As requested, Track Group’s full incident response policy and/or related plan was provided in our proposal as an Attachment. In response to this section, please find Track Group’s approach to meeting the following data security incident response requirements:

1) Proposer must describe its plan to address security incidents and data breaches in Alignment with the following requirements. For events within the control of the Proposer, the proposer is expected to:

- I. Immediately notify the county of incidents and breaches;
- II. Identify an immediate plan of action to mitigate further incident progression;
- III. Identify protection measures for affected individuals; and
- IV. Provide outbound and inbound incident-related communications, as requested  
And directed by the county.

2) Proposer commits to addressing equipment updates/upgrades in Alignment with the following requirements. For events within the control of the Vendor, the Vendor is expected to:

- I. Immediately notify the county of the needs for equipment updates and or upgrades due to either development of new features products, or the identification of current operational issues that needs to be addressed.
- II. Identify an immediate plan of action to mitigate further incident progression;
- III. Provide a written detailed plan with volumes, dates, locations and identified Vendor staff to update, upgrade or swap equipment in the field to complete equipment updates with minimal disruption to the program.
- IV. Provide outbound and inbound incident-related communications, as requested  
And directed by the county.

Track Group has established and maintains an information security incident management policy and response process which detail how information security events are evaluated to determine whether or not an information security incident or data breach has occurred and, if an incident or breach is detected, the plans for recording and resolving security incidents or data breaches, escalation procedures, and notification requirements.

Track Group's information security incident response process is designed to understand, contain, and remediate information security incidents. Additionally, this process includes the communication of information security incidents or data breaches, as appropriate, a retrospective analysis of the incident/breach and Track Group's response, and the recording of all response activities in an incident report.

In the event of a confirmed information security incident or data breach, Track Group's response plan includes, but is not limited to, the following:

- I. Notification will be provided to the County designated information security point of contact(s) immediately following the discovery of a security incident or data breach;
- II. An immediate plan of action to mitigate further incident progression will be included in the initial incident/breach notification. Updates to any plans of action will be communicated to the County's designated information security point of contact(s) if, and as, they occur;
- III. Protection measures identified and/or recommended for any affected individuals will be communicated to the County's designated information security point of contact(s) and/or to the affected individuals directly, as requested and directed by the County; and
- IV. Ongoing communications, both outbound and inbound, between Track Group's Security Officer and the County's designated information security point of contact(s), including those requested and directed by the County.

We have provided our Information Security Incident Management Policy and Process at the end of our formal proposal as an attachment.

**Track Group's approach to provide the county with detailed reports on the nature of Incidents, the identified data lost or stolen, and the identities of the individuals affected.**

Throughout an ongoing incident response, Track Group will provide incident response updates to the County's designated information security point of contact(s) when new information is discovered or actions have been taken, but no less frequently than weekly, even if no new information is available or actions have been taken. Through these updates, Track Group will be completing and providing to the County an incident report that, on an incident's resolution, will include at least the following information:

- A description and timeline of the information security incident or data breach that includes the day and time the incident or breach occurred and the day and time on which the incident or breach was discovered by Track Group;
- A description of any information or data that was lost, stolen, or accessed without authorization;
- The identities of all individuals, if any, that were affected by the incident or breach;
- The status of communications to affected individuals, if any;
- The root cause of the incident or breach; and
- The corrective actions and/or controls that Track Group has or will put in place to mitigate the root cause of the incident or breach.

**Conformance of such plan to Illinois personal information protection act and the Breach notification laws of the fifty states.**

Track Group's information security incident management policy and response process conforms to 815 ILCS 530 / Personal Information Protection Act and, based upon the residency of an affected individual, as applicable, the remaining forty nine states or other jurisdiction, because the information security incident management policy requires that the present law of each jurisdiction of each affected individual be referenced at the time of an incident, and that the breach notification to those affected individuals conforms to the applicable jurisdictional law.

**Maintenance of Track Group's incident response plan; and**

Track Group reviews and tests its information security incident response process at least annually. The results of this test, including lessons learned, are recorded in a report and the policy and/or process are updated to remediate any identified gaps in the policy and/or processes.

**The Cook County's rights to review, approval and make reasonable modifications to Track Group's incident response plan.**

The County has the right to review Track Group's information security incident management policy and response plans and request commercially reasonable modifications to the policy and/or plan, which Track Group will implement.

## **2.5 Business Continuity and Recovery**

**Methodology to perform system upgrades and maintenance during times typically associated with low volumes of system use. Track Group shall describe the average amount of downtime needed to accommodate the system availability tiers described below. Track Group shall contact the**

**County in advance of any scheduled maintenance or upgrades that may affect operation of the system and provide written details regarding the interruption, i.e., How the system will be affected, the reason for interruption, and the date and time service will be interrupted.**

The IntelliTrack application is updated regularly through both maintenance releases and major functional releases, which contain new features and feature updates. Maintenance releases can occur as frequently as every month, do not typically require downtime, and generally last 5 minutes or less.

Major functional releases typically occur once every two months, require downtime, and may require up to a 15-minute maintenance window. IntelliTrack major functional releases have averaged six (6) minutes of downtime over the twelve months ending June 30, 2023.

NOTE – Downtime of the IntelliTrack application does not impact the GPS tracking of participants and there is no data loss involved in any IntelliTrack maintenance or major functional release.

IntelliTrack application releases are scheduled during timeframes where the least amount of user activity is occurring in the application. IntelliTrack maintenance windows are typically in the early morning hours, Central time zone.

If a scheduled IntelliTrack maintenance or major functional release is expected to affect the operation of the system, Track Group will notify the County in advance, providing the purpose of the release, how the system will be affected, the day and time of the release, and the expected duration.

**In the event of unanticipated service interruptions, Track Group will follow its incident notification plan and communication methodology to immediately notify the Sheriff's office, adult probation and juvenile probation. Following any service interruption, Track Group shall submit a report to the Sheriff's Office, Adult Probation and Juvenile Probation within 24 hours that includes the following:**

- the ticket number along with a description of the event;
- the start and end times of the service interruption;
- an explanation of how the contractor became aware of the problem;
- affected systems and users;
- non-affected systems and users;
- prevention methods implemented to avoid recurrence; and
- required action by the sheriff's office, adult probation, and juvenile probations if any.

Unanticipated service interruptions do occur; therefore, Track Group has established and maintains robust incident management and notification processes.

When an unanticipated service interruption is discovered, Track Group's technical operations team immediately initiates Track Group's incident management and response process. Incident response activities are typically led by the Director of the technical team responsible for the service that has been disrupted. Incident response activities include, but are not limited to:

- Creating a ticket in Track Group's incident tracking portal to record all incident response activities;

- Identifying the system(s), service(s), customer(s), user(s) and/or monitored participant(s) affected by the incident and to what extent;
- Identifying the day and time the service interruption began and when it ended;
- Documenting how and when Track Group became aware of, or discovered, the service interruption;
- Identifying the root cause of the service interruption; and
- Determination of and execution of the corrective actions needed to be taken by Track Group and, if applicable, the County.
- Following an unanticipated service interruption, Track Group will notify the County within 24 hours and provide a report that includes:
  - The Track Group incident ticket/tracking number;
  - A description of the unanticipated service interruption/incident;
  - The start and end days/times of the service interruption;
  - An explanation of how and when Track Group became aware of, or discovered, the service interruption;
  - The affected systems, users, and monitored participants;
  - The unaffected systems, users, and monitored participants;
  - The root cause identified that led to the service interruption;
  - The corrective actions that have or will be taken to prevent recurrence of the service interruption; and
  - Required actions needed to be taken by the County, if any.
- Notification of unanticipated service interruptions will be made to the County through e-mail or, if e-mail is not available, by telephone. If circumstances change or information is updated throughout the incident response, Track Group will communicate those updates to the County as they are made.

*\*\*\* Please refer to the answer above for planned release process and notification.*

*\*\*\* Please refer to "Section 2.4 Incident Response Requirements, for information security incident management and notification process and notification.*

**Track Group's automated backup and recovery capability for the system and application, including incremental and full back-up capabilities. Additionally, system backups must be accomplished without taking the application out of service and without degradation of performance or disruption to county operations.**

Track Group has implemented an aggressive, automated database backup strategy that is executed without any disruption or degradation of its services. Track Group's backup strategy consists of:

- Weekly full backups;
- Daily differential backups;
- Transaction log backups every 5 minutes; and
- Transaction log backups are copied to the failover database server and restored every 10 minutes. This ensures that the failover database server's data is never more than 10 minutes older than the live database server.
- The backup process is monitored in real-time, and the Track Group database operations staff is notified in the event of problem or failure in the backup process.

This process allows Track Group engineers the ability to restore to any 5-minute point in time within the previous week. With these backup strategies in place, Track Group has defined the Availability, Recovery Point Objective (RPO), and Recovery Time Objective (RTO) for the IntelliTrack system(s).

**Proposer must describe its ability to provide the service from at least two geographically diverse data centers that do not share common threats (e.g. the data centers cannot be in the same earthquake zone, likely hurricane path, samed flood zone, etc.). The data centers must at a minimum meet tier iii standards for redundancy of power, telecommunications, hvac, security, fire suppression and building integrity.**

Track Group's IntelliTrack systems are highly available and designed with a comprehensive set of data centers and internal redundant technologies that are hosted in one physical location. However, Track Group has begun a major initiative to migrate the IntelliTrack application and systems to a cloud-native solution utilizing Microsoft's Azure Cloud. With this migration, Track Group will implement an architecture that does provide geographic redundancy utilizing Microsoft Azure's geographically diverse data centers that do not share common threats like earthquake zones, hurricane paths, flood zones, electrical grids, etc. This multi-region capability will ensure that any catastrophic events that affect one data center hosting IntelliTrack, will not affect the other IntelliTrack hosting data centers.

### **REDUNDANT ARCHITECTURE**

Track Group understands the vital importance the availability of its services and the systems that support them have in maximizing public safety. For this reason, Track Group has designed its IntelliTrack application, and the systems utilized to deliver it, to be highly available, categorized as High Availability or Tier 3.

In addition to the redundancy in place from hosting IntelliTrack in IBM Cloud's Tier 3 data center (see Section 2.3, Data Security and Compliance), Track Group has designed and implemented internal redundancy within its IntelliTrack networking, servers, databases, and supporting systems. This redundant design ensures that the IntelliTrack application and services remain operational in the event of an interruption to any single system or component, minimizing any downtime experienced by Track Group's customers.

IntelliTrack's redundant infrastructure includes:

- Firewalls – Two firewalls in a high availability (HA) cluster with automated failover if one firewall to fail;
- Load Balancers – Two load balancers in a high availability (HA) cluster with automated failover;
- Application Servers – Multiple (3+ depending on capacity needs) web application servers, with user and device traffic load balanced across them all;
  - o In the event that one web application server fails or is brought offline for maintenance, the user and device traffic load is distributed to the remaining web application servers.
  - o This provides fault tolerance and allows Track Group to patch its web application servers without service interruption or degradation.
- Database Servers – Two database servers, one live and one failover server. The failover server is kept current with the live server via an automated database log shipping process;
  - o Database transaction log backups occur every 5 minutes on the live server, are copied to the failover server, and restored every 10 minutes.

o In the event of a database incident, the Track Group database operations team would perform a database failover to the failover database server.

- Network Connectivity – Fully redundant IP network connections with multiple independent connections to a range of Tier 1 Internet access providers; and
- Power –All servers have redundant internal and external power supplies, connected to separate electrical circuits/feeds.

**Track Group’s crisis management, business continuity, and disaster recovery plans.**

Track Group understands the vital importance the availability of its services and the systems that support them have in maximizing public safety. For this reason, Track Group has established and maintains formal business continuity, disaster recovery, and crisis/incident management plans.

Track Group's business continuity plan (BCP) defines the potential risks to its service delivery and business operations, identifies how those risks could affect service delivery and business operations, and defines safeguards and procedures designed to mitigate those risks. Track Group reviews and tests its BCP at least annually and updates the BCP based on the results of the review/test.

Track Group's disaster recovery plan (DRP) was developed and is maintained in conjunction with its business continuity plan. Track Group has implemented aggressive backup and recovery strategies to mitigate the risks of technical failures which are detailed in the “Backup and Recovery Capabilities” section below, along with defined recovery point objectives and recovery time objectives.

Unanticipated service interruptions do occur; therefore, Track Group has established and maintains robust crisis/incident management and notification processes which are detailed in the response to the second question above.

**Track Group system’s proven recovery time objective (RTO) and recovery point objective (RPO) in case the primary site becomes unavailable.**

Track Group has defined the Availability, Recovery Point Objective (RPO), and Recovery Time Objective (RTO) for the IntelliTrack system(s) as shown in the below table:

HIGH AVAILABILITY/TIER 3				
SERVICE	CATEGORY	AVAILABILITY	RPO	RYTO
IntelliTrack	High Availability	99.982%	5 minutes	8 hours
Analytics	High Availability	99.982%	5 minutes	23 hours
Empower	High Availability	99.982%	5 minutes	8 hours

**Track Group’s system will meet the following availability tiers, which tier, and must specifically describe how their system meets such tier:**

Track Group has defined the Availability, Recovery Point Objective (RPO), and Recovery Time Objective (RTO) for the IntelliTrack system(s) as shown in the below table:

HIGH AVAILABILITY/TIER 3				
SERVICE	CATEGORY	AVAILABILITY	RPO	RYTO
IntelliTrack	High Availability	99.982%	5 minutes	8 hours
Analytics	High Availability	99.982%	5 minutes	23 hours
Empower	High Availability	99.982%	5 minutes	8 hours

**Track Group’s available performance credits offered for a failure to meet uptime, RTO and RPO requirements.**

Track Group is aware that adjustments for failure to provide satisfactory levels of service may be invoked based on our failure to maintain the requirements and services requested in this RFP and agrees that penalties may be assessed for the following reasons:

- Failure to notify the Sheriff's Office, Juvenile Probation and Adult Probation of participant violations alerts, or inaccurate participant counts.
- Failure to maintain adequate equipment inventory.
- Failure to provide requested reports.
- Failure to provide adequate training for Track Group' staff directly assigned to the County's contract, Sheriff’s Office, Juvenile Probation or Adult Probation personnel.
- Failure to perform any of the RFP or contract terms, which results in significant impairment of the monitoring services.

Track Group agrees that the amount of the performance credits shall be a minimum of \$1.00 up to the total cost of the daily participant fee per affected participant per day. Performance penalties shall not be applied before written notice is given from the Sheriff's Office, Juvenile Probation or Adult Probation to the Track Group and a review process acceptable to the Sheriff's Office, Juvenile Probation, Adult Probation and Track Group shall be developed once the contract is awarded.

**Each participant’s records will be accessible for a minimum of twenty- four (24) months after completion of monitoring before it is archived or stored offline. Archived copies of each participant’s records shall be retained for a minimum of ten (10) years after the participant’s completion of monitoring and/or provided in a format that can be stored and easily interpreted.**

Track Group agrees to make each participant's record accessible to the County for a minimum of twenty-four (24) months after completion of monitoring before it is archived or stored offline and will be retained for a minimum of ten (10) years after the participant's completion of monitoring. Track Group agrees to provide the County with a copy of the participant's records in a format that can be stored and easily interpreted.

## **2.6 Auditing Requirements**

**The proposal must individually address each the following requirements and provide sufficient detail on whether and how it meets the following requirements:**

**A. Where legally required, the proposer will provide annual service organization Controls (soc 2), type 2 audit reports to the county annually or upon request;**

Track Group performs audits, at least annually, to test Track Group's compliance with its Information Security and Compliance programs, policies, standards, and processes, as well as any other security standards or processes agreed to with the County.

Track Group ensures that SOC2 Type II audits are performed on an annual basis for all locations at which the County's data is processed or stored. Track Group will provide to the County, on the frequency requested by the County, but not to exceed annually, the SOC2 Type II reports, and any applicable bridge letters, for all locations at which the County's data is processed or stored.

**B. The proposer will provide corrective action plans or actions taken to resolve any Exceptions, material weaknesses and/or control deficiencies identified in the soc Report.**

If any exceptions, material weaknesses, and/or control deficiencies are identified in a SOC2 Type II report, Track Group will additionally provide the County with the corrective action plans or actions taken to resolve any such exceptions.

**C. The county will have the right to access and audit Track Group's system and hosting;**

The County has the right to access and audit Track Group's systems and hosting utilized to provide services to the County. Any audit of Track Group's operational production systems must first be carefully planned and coordinated with the appropriate Track Group personnel to ensure that there will be no impact to these system's effectiveness in safeguarding the confidentiality, integrity, and availability of Track Group's and the County's information stored, transmitted, or processed by those systems.

**D. The county will have the right to request adjustments at Track Group's expense where those requests are based upon audit findings pertaining to the system or hosting.**

The County has the right to request commercially reasonable corrective actions based on the findings of the County audit of Track Group's systems and hosting utilized to provide services to the County. The implementation of any commercially reasonable corrective actions requested by the County based on these audit findings will be done at Track Group's expense.

## 2.7 Transition Out and Exit Requirements

**Track Group shall ensure that all data is available to the Sheriff's Office, the Juvenile Probation Department, and Adult Probation in a mutually agreed upon format in the event the contract is terminated, or the proposer goes out of business.**

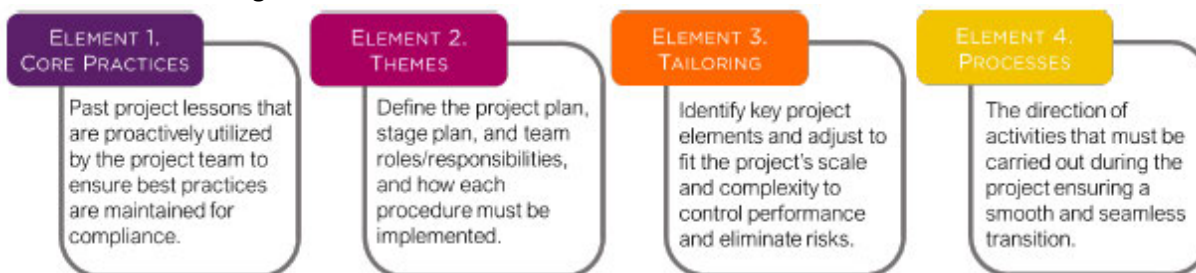
Track Group understands that The County exclusively owns and retains all rights to any and all data generated by Track Group equipment during the term of the agreement. Track Group assures the County that in the event our contract is terminated, or in the unlikely event that Track Group goes out of business, ALL data will be made available to the Sheriff's Office, Adult and Juvenile Probation in a mutually agreed upon format.

**Track Group shall specify their exit and transition-out protocols and strategies, including participant equipment transfer, staff equipment and data retention and transfer.**

It is Track Group's intention and privilege to continue to earn the right to serve the Cook County Sheriff's Office, Adult and Juvenile Probation. However, if the County chooses to award this new contract to another Service Provider, we agree to transition services at end of the agreement in a harmonious and timely manner.

### TRANSITIONAL METHODOLOGY

Our Transition team follows the Prince II Project Management Methodology. This innovative approach involves methods and techniques specifically designed for Projects in Controlled Environments and consists of the following four elements.



Using this methodology allows us to divide our activities into clear and manageable workstreams and provides regular clear and accurate progress reports to the County.

### SCOPE OF SERVICES UPON CONCLUSION

#### TIMEFRAME OF TRANSITION

Upon conclusion of services, Track Group will be prepared to do everything we can to respectfully support the County's decision on awarding this contract to a new Service Provider. We will meet with key County personnel to formally discuss the required timeframe for full transition. Then we will coordinate and work with the new Service Provider on dates and timelines for equipment swapout and data transfer to ensure a unified transition.

### **TRANSITION OF SERVICES**

Track Group understands that every transition is different. Therefore, will coordinate with the new Service Provider to ascertain the preferred method of secure data transfer between our IntelliTrack system and the new Service Provider's system and we will assist with the initial transfer of data to reduce any potential risk that could take place.

In addition, we will coordinate dates and time schedules for the transition of equipment and will have an ample number of our personnel on-site to assist the new Service Provider in equipment swap-out ensuring a smooth transition and return of Track Group's equipment.

### **INTELLECTUAL/DATE PROPERTY RIGHTS**

The County exclusively owns and retains all rights to all data, documents, reports, and information collected in the IntelliTrack system during the term of agreement.

### **PROPERTY RIGHTS**

Track Group understands that The County exclusively owns and retains all rights to any items furnished by the County during the term of the agreement.

**Upon termination of the contract and/or county request, the proposer shall destroy county data, including backups and copies thereof, as directed by the County.**

Upon the termination of the contract, and/or at the County's request, Track Group will be prepared to destroy any remaining County data, including backups and copies thereof, as directed by the County.

## **2.8 TRAINING**

**Plan to provide, at no additional cost to the County, on-site training for the Sheriff's Office staff, Juvenile Probation, Adult Probation staff, and other agency personnel in all topics necessary for the implementation and operation of the monitoring system to the full capacity intended by the Sheriff's Office and Adult Probation. The Sheriff's Office, Adult Probation and Juvenile Probation shall choose the dates and locations of the training for their respective agencies. Training shall minimally cover the following: installation and removal of equipment; offender enrollment; schedule creation and modification; use of the monitoring system and software; troubleshooting; alert notification protocols, and any other areas deemed necessary by the Sheriff's Office, Adult Probation or Juvenile Probation. The training shall be delivered by knowledgeable and experienced persons certified by the vendor as subject matter experts and shall include the provision of detailed, written instructions for the participants. Training shall occur prior to implementation, annually for booster sessions, and additionally as requested by Sheriff's Office, Adult Probation or Juvenile Probation when it is required to properly implement and operate the monitoring program (e.g., when new equipment or software is introduced, when there is a major change in department personnel, or when there is an ongoing problem that could be addressed through additional training). Proposer's account manager/designee shall report onsite as needed, including holidays and weekends, various hours, a minimum of twice per week to regulate inventory. Proposer may be required to visit various locations as needed. Proposer and or proposer's subcontractor will make daily deliveries of equipment including on holidays and**

**weekends during peak and off-peak hours. Proposer shall assist staff with web-based platform and equipment issues. Proposer shall comply with all court ordered subpoenas.**

As the current contractor for the County's EM program, the equipment, software, services and designated personnel are currently in place therefore, minimal training will be required under this new contract.

However, under this new contract, we will continue to provide qualified, senior Subject Matter Expert (SME) who will comply with court ordered subpoenas. Track Group's SME will attest to the methodology and performance of services rendered in any legal proceedings as needed at no additional cost.

Your dedicated onsite Account Manager, and dedicated onsite Inventory Manager, will continue to be available daily via phone, email and more importantly onsite to interact and assist County staff with web-based platform, equipment issues, billing, reporting, etc. In addition, County staff will continue to have direct access to our 24/7/365 Live Monitoring Center Service to provide offsite customer/technical support ensuring the County has round-the-clock support.

Furthermore, our dedicated onsite Account Manager and Inventory Manager will continue to provide ongoing and refresher training to existing and newly assigned County staff to include but not limited to the mentioned above. They will continue to coordinate with the County on the type of training, dates, times, and location (onsite and/or online). In addition, they will provide a comprehensive training plan along with all necessary materials and any additional related documents. There is no limit to the amount of training we are willing to provide, and all training will be provided at no additional cost.

Our onsite staff will continue to be available daily via phone, email and more importantly onsite and interacting and assisting County staff with web-based platform, equipment issues, billing, reporting, etc. and helping them with any technical issues they may have. along with Track Group's offsite Customer Support Service Team at no additional cost.

Furthermore, all designated personnel, will continue to report onsite as needed, including holidays and weekends, various hours, a minimum of twice per week to regulate inventory and will make daily deliveries of equipment including on holidays and weekends during peak and off-peak hours.

Track Group is committed to providing a level of training that is unparalleled. We follow the same principles to achieve the very best outcomes – competence, experience, and knowledge. We have successfully trained small, medium, and large government agencies around the world on our EM solutions and services and these experiences and lessons learned have not only assisted us in creating ideal training curriculums that are necessary to implement and manage EM programs, but to ensure training is consistent and successful to all agency personnel. Initial, ongoing and refresher training will be provided to your agency at no additional cost.

Upon a new contract execution, an initial meeting will be scheduled with Track Group's executive management team and your agency's key stakeholders to formally discuss and agree upon, any ongoing or refresher training curriculum outline, course materials, objectives, timeframes, and outcomes. The following Training Plan Agenda serves as a guide as to how we plan to approach training for your agency personnel on the contracted equipment, systems, and services. However, we understand that this training plan and schedule sessions will be customized once meetings and discussions are held between Track

Group and key agency stakeholders and when we have a better understanding of agency personnel roles and your specific program needs.

### **SAMPLE OF TRAINING PLAN AGENDA**

- Pre-Planning Training Meeting - Scheduled within 1-2 business days after contract execution.
- Attendees: Track Group/Key Agency stakeholders
  
- Sample Meeting Agenda: Discuss the following topics.
  - Review Proposed Training Plan
  - Review/Provide System Requirements
  - Review/Provide Monitoring Objective Form
  - Review Alarms & Alarm Protocol Options
  - Equipment Delivery Dates/Times/Locations
  - Finalize Training Plan

After this initial planning meeting, your agency's dedicated Track Group Contract Manager, dedicated Track Group Program Manager and dedicated Track Group Account Manager will work with Track Group's Inventory Manager to ensure devices, spares, all consumables, and tools are delivered to the agreed upon training location(s) beforehand to allow sufficient time for staging of devices for training and transitioning.

### **TRAINING CURRICULUMS**

Our dedicated team of qualified instructors will provide in-depth training tailored to the specific needs of your agency. Initial in depth training will be conducted by our knowledgeable and experienced instructors either in-person at your agency's specified location(s) or virtual/online (if needed). Initial, ongoing and refresher training is provided at no additional cost.

We provide two training courses: "Officer Training" and "Administrator Training." Both training courses include the operations and troubleshooting of the contracted monitoring solutions and all associated accessories/equipment. Enrollment/removal procedures, navigating the monitoring platform and the officer Mobile app will be covered.

Administrator Training is a more advanced training course. Designated agency administrators are taught key functions such as how to set-up users in the system, assign roles and responsibilities for each user allowing for more fine-grained control over what data information and product features each user can access. As well as managing user information including adding/removing users, modifying user data information etc.

### **SAMPLE OF TRAINING SESSIONS**

In order to ensure proper and timely training course curriculum, we recommend a classroom size of 15-20 agency personnel, per session. This allows our instructors to address and effectively respond to any questions or concerns presented by agency personnel. However, we have the ability to accommodate larger size groups as well as provide concurrent training sessions simultaneously if needed.

Training sessions are typically completed within 1.5 to 2 days. Upon completion of Officer/Administration training course, the instructor will evaluate and assess each agency personnel's proficiency level and identify if additional training is needed. Training course curriculum completion certificates will be provided to agency personnel who successfully complete the training.

#### **ADMINISTRATOR TRAINING**

- **ELECTRONIC MONITORING (EM) DEVICES** – Instruction on the operational use and functions of contracted EM products and all associated equipment, as well as how to install/remove devices, hardware troubleshooting, etc.
- **MONITORING SOFTWARE ADMINISTRATOR'S ROLE** – Includes but not limited to navigation of the IntelliTrack software platform, enrolling authorized agency users, assigning roles and responsibilities, managing user information (including adding/removing users, modifying user data information, assigning procedures/protocols), as well as program participant enrollment, creation of inclusion/exclusion zones, curfews/schedules (overrides), creation of alcohol test schedules, populating reports, equipment inventory, troubleshooting, and Officer mobile app.
- **PROGRAM SUPPORT SERVICES** – Agency will be provided with a toll-free number for direct access to our 24/7/365 live Monitoring Center Services and Customer/Technical Support Services who will provide telephone/on-line support to agency personnel with equipment and software troubleshooting or any other issue.

#### **OFFICER TRAINING**

- **ELECTRONIC MONITORING SOLUTIONS** – Instruction on the operational use and functions of contracted EM products and all associated equipment, as well as how to install/remove devices, hardware troubleshooting, etc.
- **MONITORING SOFTWARE** – Includes but not limited to navigation of the IntelliTrack software platform, program participant/victim enrollment, creation of inclusion/exclusion zones, curfews/schedules (overrides), creation of alcohol test schedules, populating reports, equipment inventory, troubleshooting, and Officer mobile app.
- **PROGRAM SUPPORT SERVICES** – Agency will be provided with a toll-free number for direct access to our 24/7/365 live Monitoring Center Services and Customer/Technical Support Services who will provide telephone/on-line support

#### **PROGRAM PARTICIPANT/VICTIM TRAINING**

Upon enrollment and device installation, both oral and written instructions will be provided to the program participant on the operational use of the EM device such as low battery notifications, how to charge the device (if applicable), meaning of LED lights (if applicable), and how to use the call/panic button during emergency situation – Please Note that use of call/panic button applies only to ReliAlert™XC4/XC5 and Empower.

## TRAINING MATERIALS

We will provide all necessary materials for training on the operational use and functions of all contracted EM solutions. This includes access to software platform, EM devices, all associated equipment, tools, and supplies. In addition, user manuals in both hardcopy and PDF format will be provided upon request for each agency staff member being trained at no additional cost.

## ONGOING/REFRESHER TRAINING

Your dedicated Track Group Account Manager will provide on-going and refresher training to Agency Administrators, existing users, and new users, both on-site and on-line as requested at no additional cost.

**The same training specs should be required for the monitoring center. Each person assigned to conduct monitoring should be subject matter experts. A request for training and certifications should be ongoing and made available to Cook County.**

Track Group holds itself to the highest standards of ethics and integrity in our products and services we provide and expects our employees to adopt and follow the same standards.

Upon hiring all Track Group's employees go through our formal training and development programs. Our training and development programs were established not only to train employees for their role within the company but promote cohesion on all the Company's policies & regulations, procedures, and values.

We understand the vital roles our employees play in customer's EM programs. Prior to being assigned to a customer's program, Track Group employees go through extensive training on contractual obligations they must adhere to for full compliance. This includes all client's written policies, approved protocols, procedures, and resolution actions.

Ongoing and refresher training is also provided throughout the year to ensure full comprehension of contractual obligation as well as ensure the highest-level performance and services are provided to our customers.

## 2.9 BILLING CALCULATION

**Proposer shall be aware that billing and payments for program populations will be charged as the actively monitored participant population at 4:00 AM (Central Standard Time). Billing and payment must be per participant per day and billed monthly. Monthly invoices must clearly distinguish separate daily active program participant counts by the Sheriff's Office's Department of Corrections, Electronic Monitoring Program, Adult Probation and Juvenile Probation (JPD sets the 10th working day of current month to submit invoices for previous month). Invoices must be formatted in the following manner and separated by Department:**

PARTICIPANT NAME	DOC # / PETITION #(JPD)	PROGRAM START DATE	PROGRAM END DATE	TOTAL DAYS UTILIZED	TOTAL COST

Vendor will continue to adhere to the billing and payment requirements as specified above.

## **2.10 PERFORMANCE PENALTY ADJUSTMENTS**

Track Group is aware that adjustments for failure to provide satisfactory levels of service may be invoked based on the contractor's failure to maintain the requirements and services requested in this RFP. Penalties may be assessed for the following reasons:

- (a) failure to notify the Sheriff's Office, Adult Probation and Juvenile Probation of participant violations alerts, or inaccurate participant counts.**
- (b) failure to maintain adequate equipment inventory.**
- (c) failure to maintain daily equipment inventory minimum.**
- (d) failure to provide requested reports.**
- (e) failure to provide adequate training for contractor or Sheriff's Office, Adult probation personnel or Juvenile Probation personnel.**
- (f) failure to perform any of the RFP or contract terms, which results in significant impairment of the monitoring services.**
- (g) the amount of the penalty shall be a minimum of \$1.00 up to the total cost of the daily participant fee per affected participant per day.**

**Performance penalties shall not be applied before written notice is given from the Sheriff's Office, Adult Probation or Juvenile Probation to the contractor. A review process acceptable to the Sheriff's Office, Adult Probation or Juvenile Probation and the contractor may be developed once the contract is awarded.**

Track Group is aware that adjustments for failure to provide satisfactory levels of service may be invoked based on our failure to maintain the requirements and services requested in this RFP and agrees that penalties may be assessed for the following reasons:

- Failure to notify the Sheriff's Office, Juvenile Probation and Adult Probation of participant violations alerts, or inaccurate participant counts.
- Failure to maintain adequate equipment inventory.
- Failure to provide requested reports.
- Failure to provide adequate training for Track Group' staff directly assigned to the County's contract, Sheriff's Office, Juvenile Probation or Adult Probation personnel.
- Failure to perform any of the RFP or contract terms, which results in significant impairment of the monitoring services.

Track Group agrees that the amount of the performance credits shall be a minimum of \$1.00 up to the total cost of the daily participant fee per affected participant per day. Performance penalties shall not be applied before written notice is given from the Sheriff's Office, Juvenile Probation or Adult Probation to the Track Group and a review process acceptable to the Sheriff's Office, Juvenile Probation, Adult Probation and Track Group shall be developed once the contract is awarded.

EXHIBIT 2

Schedule of Compensation

RFP 2214-08082B Electronic Monitoring Services

Exhibit 2: Schedule of Compensation

Neither the County nor any Using Department makes any guarantee as to the number of individuals that may be monitored or the length of time each participant may be monitored. Track Group shall provide services regardless of the actual number of participants or length of time for each participant. County shall pay the equipment and/or services daily rate only for those devices/services that are activated and/or requested by the County.

GPS Device (LEASED) For Adult Probation	No. Units	Daily Per Unit Cost	Annual Cost (365 Days)	Total Cost
<b>ReliAlert™ XC4/5 with 2-way voice and standard strap</b> <b>Equipment:</b> ReliAlert XC4/5 GPS device with 2-way voice and standard strap <b>Services:</b> One-minute tracking and reporting, real-time alarm reporting, customizable alarm notification protocols, alarm notification via email, text message and live phone call, proposed monitoring center services	1200	\$ 3.73	365	\$ 1,633,740.00
<b>ReliAlert™ XC4/5 with 2-way voice and SecureCuff</b> <b>Equipment:</b> ReliAlert XC4/5 GPS device with 2-way voice and optional SecureCuff <b>Services:</b> One-minute tracking and reporting, real-time alarm reporting, customizable alarm notification protocols, alarm notification via email, text message and live phone call, proposed monitoring center services	500	\$ 3.90	365	\$ 711,750.00
<b>Victim Services:</b> Access to the domestic violence (DV) application (Empower App), real-time alarm reporting, customizable alarm notification protocols, alarm notification (for victim and officer) via email, text message and live phone call, proposed monitoring center services	90	\$ 2.00	365	\$ 65,700.00
<b>Victim Services:</b> Real-time alarm reporting, customizable alarm notification protocols, alarm notification (for victim and officer) via email, text message and live phone call, proposed monitoring center service when Victim has declined use of the DV application	550	\$ 2.00	365	\$ 401,500.00
<b>Victim Equipment:</b> Vendor will provide a supported cell phone for use of the domestic violence application for those Victims who do not have a supported cell phone.	100	\$ 2.00	365	\$ 73,000.00
Specialized Caseload Unit (SCU) Services	1700	\$ 1.00	365	\$ 620,500.00
			<b>Annual Total:</b>	<b>\$ 3,506,190.00</b>

GPS Device (LEASED) For Sheriff's Office	No. Units	Daily Per Unit Cost	Annual Cost (365 Days)	Total Cost
<b>ReliAlert™ XC4/5 with 2-way voice and standard strap</b> <b>Equipment:</b> ReliAlert XC4/5 GPS device with 2-way voice and standard strap <b>Services:</b> One-minute tracking and reporting, real-time alarm reporting, customizable alarm notification protocols, alarm notification via email, text message and live phone call, proposed monitoring center services	0	\$ 3.73	365	\$ -
<b>ReliAlert™ XC4/5 with 2-way voice and SecureCuff</b> <b>Equipment:</b> ReliAlert XC4/5 GPS device with 2-way voice and optional SecureCuff <b>Services:</b> One-minute tracking and reporting, real-time alarm reporting, customizable alarm notification protocols, alarm notification via email, text message and live phone call, proposed monitoring center services	1500	\$ 3.90	365	\$ 2,135,250.00

Additional Case Management (Protocol) and Monitoring Center Services	1500	\$ 1.80	365	\$ 985,500.00
Specialized Caseload Unit (SCU) Services	1500	\$ 1.00	365	\$ 547,500.00
Analytics Software Package	1	\$ 4,000.00	12	\$ 48,000.00
			<b>Annual Total:</b>	<b>\$ 3,716,250.00</b>

<b>GPS Device (LEASED) For Juvenile Probation</b>	<b>No. Units</b>	<b>Daily Per Unit Cost</b>	<b>Annual Cost (365 Days)</b>	<b>Total Cost</b>
<b>ReliAlert™ XC3 with 2-way voice and standard strap</b> <i>Equipment:</i> ReliAlert XC4/5 GPS device with 2-way voice and standard strap <i>Services:</i> One-minute tracking and reporting, real-time alarm reporting, customizable alarm notification protocols, alarm notification via email, text message and live phone call, proposed monitoring center services	0	\$ 3.73	365	\$ -
<b>ReliAlert™ XC4/5 with 2-way voice and SecureCuff</b> <i>Equipment:</i> ReliAlert XC4/5 GPS device with 2-way voice and optional SecureCuff <i>Services:</i> One-minute tracking and reporting, real-time alarm reporting, customizable alarm notification protocols, alarm notification via email, text message and live phone call, proposed monitoring center services	300	\$ 3.90	365	\$ 427,050.00
Analytics Software Package: Use of Track Group's Analytics Platform; billed monthly, for a 3 month period	3	\$ 4,000.00	n/a	\$ 12,000.00
Track Group Provided Cell Phone (with data plan) for Victims/Clients	6	\$ 2.00	365	\$ 4,380.00
			<b>Annual Total:</b>	<b>\$443,050.00</b>

<b>Accessories:</b>	<b>Daily Per Unit Cost</b>
SecureCuff	Included where indicated above
RF Beacon	Included
ReliAlert XC4/5 Standard Strap	Included
Power Cord	Included
Break Away Cable	Included
Tamper Caps	Included
Measuring Tool	Included
Torque Driver	Included
Torque Driver Adapter	Included
Driver Bit	Included
Mobile Data Terminals (Sheriff's Office) Qty: 20	Included
Tablets* (Juvenile Probation) Qty: 25	Included
Tablets* (Adult Probation) Qty: 40	Included

**\*Track Group will provide wireless service for Adult and Juvenile Probation Departments' mobile terminal units or tablets. The Sheriff Department will be responsible for the wireless service of their equipment.**

<b>System Interface Costs</b>	<b>Cost</b>
Interface Cost for Sheriff's Case Management System	Included
Interface Cost for Adult Probation Case Management System	Included

<b>Additional (Optional) Services/Equipment Offered</b>	<b>Daily Per Unit Cost</b>
Protocol Option - Protocol's new Case Management Software Platform (similar to IDOC system) for the Sheriff's Department with 24/7 Case Management Services (phone calls to and from program clients and movement/document management)	\$1.80 per client, per day
Tyler Technologies Case Management Software Platform (Enterprise) for the Sheriff's Department with 24/7 Case Management Services (phone calls to and from program clients and movement/document management)	\$2.56 per client, per day
Specialized Caseload Unit (SCU) Services	\$1.00
Analytics (optional), billed per month, per Using Department	\$4,000 per month, per agency
Vendor Provided Smart Phone	\$2.00

<b>Monitoring Center</b>	<b>Daily Per Unit Cost</b>
Proposed Monitoring Center Services	Included where indicated above

<b>Application Software</b>	<b>Price Per Month</b>
IntelliTrack™ Software Platform	Included
IntelliTrack™ Mobile Application	Included

**RFP 2214-08082B Electronic Monitoring Services**  
**Exhibit 2: Schedule of Compensation**  
**Pricing**

**Category 2: Global Positioning System (GPS) Monitoring Equipment**

<b>GPS Device (LEASED) For Adult Probation</b>	<b>Daily Per Unit Cost</b>
Offender Equipment and Services (standard strap)	\$3.73
Victim Equipment and Services	\$2.00
<b>GPS Device (LEASED) For Sheriff's Office Probation</b>	<b>Daily Per Unit Cost</b>
Equipment and Services (standard strap)	\$3.73
<b>GPS Device (LEASED) For Juvenile Probation</b>	<b>Daily Per Unit Cost</b>
Equipment and Services (standard strap)	\$3.73

<b>Optional Products/Services:</b>	<b>Price:</b>
Per Diem Rate for ReliAlert XC4 GPS Equipment and Services with optional SecureCuff	\$3.90 per device, per day
Per Diem Rate for ReliAlert XC5 GPS Equipment and Services with optional SecureCuff	\$3.90 per device, per day
Per Diem Rate for ReliAlert XC5 GPS Equipment and Services with standard strap	\$3.73 per device, per day
Tyler Technologies Case Management Software Platform (Enterprise) for the Sheriff's Department with 24/7 Case Management Services (phone calls to and from program clients and movement/document management)	\$2.56 per client, per day
Protocol Option 2' - Protocol's new Case Management Software Platform (similar to IDOC system) for the Sheriff's Department with 24/7 Case Management Services (phone calls to and from program clients and movement/document management)	\$1.80 per client, per day
Specialized Caseload Unit (SCU) Services	\$1.00 per client, per day
Software Integration with Juvenile and Adult Probation Case Management Systems	Included at no additional charge
Track Group Provided Cell Phone (with data plan) for Victims	\$2.00 per phone, per day
GPS 'in-home' Beacon	Included at no additional charge
Socrates Check-in/Supervision/Document Upload Smartphone Application	\$1.25 per client, per day
Optional Analytics Software Platform (per Using Agency, per month)	\$4,000.00 per month
(50) mobile terminal units and thirty (30) tablets for the Sheriff's Office. Fifty (50) mobile units and tablets to be used by Adult Probation and forty (40) mobile terminal units and tablets for the Juvenile Probation Department. The mobile terminal devices include detachable keyboards. The tablets include accessories including protection. Track Group will provide an annual 10% 'refresh' for this equipment as requested.	Included at no additional charge
SecureCuff	Included within the above GPS rate for Device + SecureCuff
ReliAlert Standard Strap	Included at no additional charge
ReliAlert Charger	Included at no additional charge
Break Away Cable	Included at no additional charge
Tamper Caps	Included at no additional charge
Measuring Tool	Included at no additional charge
Torque Driver	Included at no additional charge
Torque Driver Adapter	Included at no additional charge
Driver Bit	Included at no additional charge

**RFP 2214-08082B Electronic Monitoring Services**

**Exhibit 2: Schedule of Compensation**

**Budget for GPS Services**

**Category 2: Global Positioning System (GPS) Monitoring Equipment**

<b>GPS Device (LEASED) For Adult Probation</b>	<b>Projected Avg. Volume</b>	<b>Daily Per Unit Cost</b>	<b>Annual Cost Estimate</b>
GPS with Standard Strap	1200	\$ 3.73	\$ 1,633,740.00
GPS with SecureCuff	500	\$ 3.90	\$ 711,750.00
Empower App (Victim, App Only)	90	\$ 2.00	\$ 65,700.00
TG Provided phone for Empower App use	100	\$ 2.00	\$ 73,000.00
Victim services (no app, no TG phone)	550	\$ 2.00	\$ 401,500.00
Specialized Caseload Unit (SCU) Services	1700	\$ 1.00	\$ 620,500.00
<b>Adult Probation Contract Total Annual Cost:</b>			<b>\$ 3,506,190.00</b>
<b>3 year Contract Cost:</b>			<b>\$ 10,518,570.00</b>

<b>GPS Device (LEASED) For Sheriff's Office Probation</b>	<b>No. of Units (User enter #s)</b>	<b>Daily Per Unit Cost</b>	<b>Annual Cost Estimate</b>
GPS with Standard Strap	0	\$ 3.73	\$ -
GPS with SecureCuff	1500	\$ 3.90	\$ 2,135,250.00
Additional Case Management (Protocol) and Monitoring Center Services	1500	\$ 1.80	\$ 985,500.00
Specialized Caseload Unit (SCU) Services	1500	\$ 1.00	\$ 547,500.00
Analytics Software Package	1	\$ 4,000.00	\$ 48,000.00
<b>Sheriff's Office Contract Total Annual Cost:</b>			<b>\$ 3,716,250.00</b>
<b>3 year Contract Cost:</b>			<b>\$ 11,148,750.00</b>

<b>GPS Device (LEASED) For Juvenile Probation</b>	<b>No. of Units (User enter #s)</b>	<b>Daily Per Unit Cost</b>	<b>Annual Cost Estimate</b>
GPS with Standard Strap	0	\$ 3.73	\$ -
GPS with SecureCuff	300	\$ 3.90	\$ 427,050.00
Analytics Software Package (3 months)	3	\$ 4,000.00	\$ 12,000.00
Track Group Provided Cell Phone (with data plan) for Victims/Clients	6	\$ 2.00	\$ 4,380.00
<b>Juvenile Probation Contract Total Annual Cost:</b>			<b>\$ 443,430.00</b>
<b>3 year Contract Cost:</b>			<b>\$ 1,330,290.00</b>

<b>Overall Annual Contract Amount:</b>		<b>\$ 7,665,870.00</b>
<b>3 year Total Contract Cost:</b>		<b>\$ 22,997,610.00</b>

<b>Optional Products/Services:</b>	<b>Price:</b>
Per Diem Rate for ReliAlert XC4 GPS Equipment and Services with optional SecureCuff	\$3.90 per device, per day

Per Diem Rate for ReliAlert XC5 GPS Equipment and Services with optional SecureCuff	\$3.90 per device, per day
Per Diem Rate for ReliAlert XC5 GPS Equipment and Services with standard strap	\$3.73 per device, per day
Tyler Technologies Case Management Software Platform (Enterprise) for the Sheriff's Department with 24/7 Case Management Services (phone calls to and from program clients and movement/document management)	\$2.56 per client, per day
Protocol Option - Protocol's new Case Management Software Platform (similar to IDOC system) for the Sheriff's Department with 24/7 Case Management Services (phone calls to and from program clients and movement/document management)	\$1.80 per client, per day
Specialized Caseload Unit (SCU) Services	\$1.00 per client, per day
Software Integration with Juvenile and Adult Probation Case Management Systems	Included at no additional charge
Track Group Provided Cell Phone (with data plan) for Victims	\$2.00 per phone, per day
GPS 'in-home' Beacon	Included at no additional charge
Socrates Check-in/Supervision/Document Upload Smartphone Application	\$1.25 per client, per day
Optional Analytics Software Platform (per Using Agency, per month)	\$4,000.00 per month
(50) mobile terminal units and thirty (30) tablets for the Sheriff's Office. Fifty (50) mobile units and tablets to be used by Adult Probation and forty (40) mobile terminal units and tablets for the Juvenile Probation Department. The mobile terminal devices include detachable keyboards. The tablets include accessories including protection. Track Group will provide an annual 10% 'refresh' for this equipment as requested.	Included at no additional charge
SecureCuff	Included within the above GPS rate for Device + SecureCuff
ReliAlert Standard Strap	Included at no additional charge
ReliAlert Charger	Included at no additional charge
Break Away Cable	Included at no additional charge
Tamper Caps	Included at no additional charge
Measuring Tool	Included at no additional charge
Torque Driver	Included at no additional charge
Torque Driver Adapter	Included at no additional charge
Driver Bit	Included at no additional charge

EXHIBIT 3

Cook County Information Technology Special Conditions

### Exhibit 3

#### Cook County Information Technology Special Conditions (ITSCs)

#### 1. DEFINITIONS FOR special conditions

1.1. **“Biometric Information”** has the same meaning as “biometric information” defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

1.2. **“Business Associate Agreement”** or **“BAA”** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent version of the Payment Card Industry’s Data Security Standard.

1.4. **“Contractor”** has the same meaning as either “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, or “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement. “Contractor” includes any individuals that are employees, representatives, subcontractors or agents of Contractor.

1.5. **“Contractor Confidential Information”** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

1.6. **“County”** has the same meaning as the term “County” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

1.7. **“County Confidential Information”** means all non-public proprietary information of County, including Personally Identifiable Information and any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.8. **“County Data”** means all data, including County Confidential Information, provided by the County to Contractor, or otherwise encountered by Contractor for purposes relating to this Agreement, including related metadata.

1.9. **“County Intellectual Property”** or **“County IP”** means all Intellectual Property owned or licensed by the County, including Developed IP.

1.10. **“Criminal Justice Information”** means data that meets the definition of “Criminal Justice Information” in the most recent version of FBI’s CJIS Security Policy and also data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

1.11. **“Data Protection Laws”** means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security Standard..

1.12. **“Data Breach”** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.13. **“Deliverable”** has the same meaning as “Deliverable” as defined in the County’s Professional Services Agreement or as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.14. **“Developed Intellectual Property”** or **“Developed IP”** means Intellectual Property conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to or enhancements (derivative works) of, Third Party Intellectual Property to the extent not owned by the licensor of the Third Party IP under the terms of the applicable license.

1.15. **“Intellectual Property”** or **“IP”** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.16. **“Malware”** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.17. **“Open Source Materials”** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation “open source” code (as defined by the Open Source Initiative) and “free” code (as defined by the Free Software Foundation).

1.18. **“Personally Identifiable Information”** means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. **“Protected Health Information”** or **“PHI”** has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.

1.20. **“Services”** has the same meaning as “Services” as defined in Article 3 of the County’s Professional Services Agreement or “Deliverables” as defined in the County’s Instruction to Bidders and

General Conditions, if either such document forms the basis of this Agreement.

1.21. “**Software**” means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

## **2. SERVICES AND DELIVERABLES**

2.1. **Approved Facilities.** Contractor will perform Services and host County Data only within the continental United States and only from locations owned, leased or otherwise used by Contractor and its Subcontractors.

2.2. **Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date.** For this section, “Assets” mean equipment, Software, Intellectual Property and other assets used in providing the Services and “Required Consent” means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Contractor to perform the Services. Contractor is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. **Resources Necessary for Services.** Except as set forth in this Agreement, Contractor will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement.

## **3. LEGAL COMPLIANCE**

3.1. **Public Records Laws.** Contractor will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor must: (a) store County Data in such a way that each record is individually accessible for the length of the County’s scheduled retention; (b) retain a minimum of two total copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Contractor.

3.2. **Data Protection Laws.** Contractor will comply with all applicable Data Protection Laws, including those that would be applicable to the Contractor if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

3.3. **Export Laws.** Contractor will comply with all laws governing the export of intellectual property, including, but not limited to the Export Administration Regulations, 15 CFR 730, et seq.

3.4. **Protected Health Information.** If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor must enter a Business Associate Agreement in a form provided by the County. See Attachment X, Business Associate Agreement.

3.5. **Criminal Justice Information.** If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor must execute an FBI CJIS Security Policy Addendum or any other required agreements in a form provided by the County. See Attachment X, CJIS Security Policy Addendum.

3.6. Biometric Information. If Contractor will have access to Biometric Information in connection with the performance of the Services, Contractor must properly secure such information in compliance with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., including maintaining a retention schedule and destruction guidelines.

3.7. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor must tender to County a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

#### **4. WARRANTIES**

4.1. Contractor Materials and Third Party\_IP. Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party IP.

4.2. Developed Software. Contractor represents and warrants that all developed software will be free from material errors in operation and performance, will comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such developed software by the County. Any repairs made to developed software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.

4.3. Open Source\_Materials. Contractor represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Agreement, Contractor must maintain OSM support, including required patching and security updates, which will be provided promptly after release. The Contractor must not use any materials that allow users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as “copyleft.”

4.4. Access to County Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the County’s access to and retrieval of County Data.

4.5. Malware. Contractor represents and warrants that it has not and will not introduce or cause to be introduced Malware in any County IT environment at any time. If Contractor discovers that Malware has been introduced into Software, Contractor must, at no additional charge, (a) immediately undertake to remove such Malware (b) notify the County in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

4.6. Resale of Equipment and Software. If Contractor resells to the County any equipment or Software that Contractor purchased from a Third Party, Contractor, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

4.7. Data Security. Contractor represents and warrants that (a) it will not permit any unauthorized access to or cause any loss or damage to County Data or County IP; (b) it will comply with all County security policies in place during the term of this Agreement, and (c) it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

## **5. INTELLECTUAL PROPERTY**

5.1. County Intellectual Property. The County retains all right, title and interest in and to all County IP. Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County all County IP.

5.2. Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, which assignment will be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed IP.

5.3. Residual Knowledge. Nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations under Section 6 relating to confidentiality and non-disclosure, and (c) does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 5, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

5.4. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include: (a) the right of use by Third Party Contractors for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements.

## **6. COUNTY DATA AND CONFIDENTIALITY**

6.1. Property of County. All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under this Agreement. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Contractor or commercially exploited by or on behalf of Contractor.

6.2. Acknowledgment of Importance of County Data. Contractor acknowledges the importance of County Data and that the County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. Data Recovery. Upon the County's request Contractor must promptly return all requested County Data to the County or its designee in such a format that the County may reasonably request. Contractor must provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also upon County's request, in lieu of return or in addition to return, Contractor must destroy County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised; and upon County request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88.

6.4. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose County Data in accordance with a requirement or request by operation of Law, regulation or court order, Contractor will, except to the extent prohibited by law: (a) advise the County thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful; (c) afford the County a reasonable opportunity to intervene in the proceedings; and (d) comply with the County's requests as to the manner and terms of any such disclosure.

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within one (1) business day; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

6.6. Contractor Confidential Information. County must use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as County exercises to avoid unauthorized disclosure, publication or dissemination of its County Confidential Information of like character.

## **7. DATA SECURITY AND PRIVACY**

7.1. General Requirement of Confidentiality and Security. Contractor is obligated to maintain the confidentiality and security of all County Confidential Information in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor must implement and/or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and the County's security policies, procedures and other requirements made available to Contractor in writing.

7.2. Security. Contractor must establish and maintain reasonable and sufficient physical, technical and procedural safeguards to preserve the security and confidentiality of County Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard security standards series.

7.3. Contractor Personnel. Contractor will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any County Data necessary to perform the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Contractor personnel who may have access to the aforementioned must have executed agreements concerning access protection and data/software security consistent with this Agreement.

7.4. Information Access. Contractor may not attempt to or permit access to any County

Confidential Information by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor will, upon request from the County, provide the County with an updated list of those personnel having access to County Data and the level of such access.

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.6. Updates. Contractor must provide to County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

7.7. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from the County.

7.8. Data Subject Right of Access and Rectification. If the County is required to provide or rectify information regarding an individual's Personally Identifiable Information, Contractor will reasonably cooperate with the County to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor will notify the County of such request as soon as reasonably practicable.

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information.

## **8. DATA BREACH**

8.1. Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail the nature of the County Data that may have been exposed, and, if applicable, any persons whose Personally Identifiable Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

8.2. Data Breach Responsibilities. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure, of County Data, Contractor must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) notifying any affected persons (solely at County's direction) and governmental regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan acceptable to County.

8.3. Notice to Impacted Parties. County has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

8.4. Costs. In the event of a Data Breach attributable to an act or omission of Contractor, as part of such remediation, Contractor must pay all cost and expense of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals.

## 9. AUDIT RIGHTS

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, at least once annually and at its sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored. Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (including internal and external auditors), including SOC-2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement.

9.2. Subcontractor Agreements. Contractor must ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the County's audit rights.

## 10. EXIT ASSISTANCE

10.1. Removal of Contractor Materials. Contractor is responsible, at its own expense, for de-installation and removal from the County facilities any equipment owned or leased by Contractor, that is not being transferred to the County under the Agreement, subject to the County's reasonable procedures and in a manner that minimizes the adverse impact on the County.

## 11. MISCELLANEOUS

11.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 9 (Data Breach), and 10 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of County Confidential Information as required by this Agreement.

11.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC will expressly include County and vice versa.

11.3. No Click-Wrap or Incorporated Terms. The County is not bound by any content on the Contractor's website, in any click-wrap or other similar document.

## 12. EPIDEMIC DISRUPTION

12.1. **Epidemic Disruption.** County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay Customer's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Contractor may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Contractor. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40

business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Provider issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Provider from its obligations pursuant to PSA Section (Transition Assistance); and (b) nothing in this PSA Section limits either party's rights set forth in PSA Section (Force Majeure), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when County reasonably concludes (i) that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

12.2.

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

**NICOLE N. MANDEVILLE**

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark – 23<sup>rd</sup> Floor • Chicago, Illinois 60601 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

TARA STAMPS

1st District

VACANT

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

MONICA GORDON

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

ANTHONY QUEZADA

8th District

MAGGIE TREVOR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGREN

12th District

JOSINA MORITA

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

September 9, 2024

Mr. Raffi Sarrafian  
Chief Procurement Officer  
161 N. Clark, Suite 2300  
Chicago, IL 60601

Re: Contract No.: 2214-08082B  
Electronic Monitoring Services  
Adult Probation

Dear Mr. Sarrafian

The Office of Contract Compliance is in receipt of the above-reference contract and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

**Bidder: Track Group**

Original Contract Value: \$22,997,610.00

Contract Term: 10/28/2024 – 10/27/2027 Plus Two (2) One (1) Year Extension Options

RFP: Professional Services

Contract Goal: 12.5% MBE participation

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
AllPoints Security and <u>Detective, Inc.</u>	MBE (AA F)	Cook County	12.5%
<b>MBE Total</b>			<b>12.5%</b>

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

*JEANETTA CARDINE*  
Jeanetta Cardine

Contract Compliance Deputy Director

JC/db/mk

cc: Jovan Johnson, OCPO  
Jorge Robles, Adult Probation

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

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

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

**NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.**

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

MBE/WBE Firm: Allpoints Security and Detective, Inc.  
Address: 2112 E. 71st Street, Chicago, IL 60649  
E-mail: mail@allpointssecurityinc.com  
Contact Person: Sharon Benson Phone: 773-955-6700  
Dollar Amount Participation: \$ DUR - 12.5% of applicable contract value  
Percent Amount of Participation: 12.5 %  
\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Allpoints Security and Detective, Inc.

Certifying Agency: Cook County, IL

Contact Person: Sharon Benson

Certification Expiration Date: 10/08/2025

Address: 2112 E. 71st Street

Ethnicity: African American

City/State: Chicago, IL Zip: 60649

Bid/Proposal/Contract #: 2214-08082B

Phone: 773-955-6700 Fax: 773-667-9266

FEIN #: 36-4348052

Email: mail@allpointssecurityinc.com

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Equipment retrievals, swap-outs, troubleshooting & maintenance  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

DUR - 12.5% of applicable contract value; 12.5%; monthly

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Sharon Benson

Derek Cassell

Print Name

Print Name

Allpoints Security and Detective, Inc.

Track Group

Firm Name

Firm Name

9-5-2024

9-6-24

Date

Date

Subscribed and sworn before me

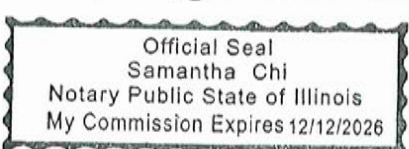
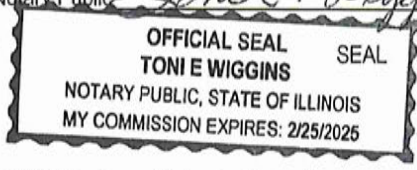
Subscribed and sworn before me

this 5 day of Sept, 2024

this 6 day of Sept, 2024.

Notary Public Toni E. Wiggins

Notary Public Samantha Chi





**TONI PRECKWINKLE**  
PRESIDENT  
Cook County Board  
of Commissioners

BRANDON JOHNSON  
1st District

DENNIS DEER  
2nd District

BILL LOWRY  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

DONNA MILLER  
6th District

ALMA E. ANAYA  
7th District

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

BRIDGET DEGNEN  
12th District

LARRY SUFFREDIN  
13th District

SCOTT R. BRITTON  
14th District

KEVIN B. MORRISON  
15th District

FRANK AGUILAR  
16th District

SEAN M. MORRISON  
17th District

OFFICE OF CONTRACT COMPLIANCE

**NICOLE MANDEVILLE**

DIRECTOR

69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

October 5, 2022

Ms. Sharon Benson, President  
Allpoints Security and Detective, Inc.  
2112 East 71st Street  
Chicago, IL 60649

**Re: Annual Certification Expires: October 8, 2023**

Dear Ms. Benson:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **October 8, 2023**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"No Change Affidavit" within sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE/WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**Licensed Professional Services: Armed and Unarmed Security Guard Services;  
Alarm Response and Mobile Patrol**

Your firm's participation on Cook County contracts will be credited toward **MBE/WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

*Dr. Makeba C. Butler*

Dr. Makeba C. Butler  
Deputy Director, Office of Contract Compliance

MCB/lar



OFFICE OF CONTRACT COMPLIANCE

**NICOLE MANDEVILLE**

DIRECTOR

161 N. Clark Street, 23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

TARA STAMPS

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

MONICA GORDON

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

ANTHONY QUEZADA

8th District

MAGGIE TREVOR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGLEN

12th District

JOSINA MORITA

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

September 18, 2023

Sharon Benson, President  
Allpoints Security and Detective, Inc.  
2112 East 71<sup>st</sup> Street  
Chicago, IL 60649

**Annual Certification Renewal: October 8, 2024**

Dear Ms. Benson:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE)** by Cook County Government.

As a condition of continued Certification, you must file a **No Change Affidavit** within **ninety (90) calendar days** prior to the date of the annual renewal, **October 8<sup>th</sup>**. Failure to file this affidavit may result in the termination of your Certification. In addition, you must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**NAICS CODES:**

**561612 – Protection Services, Security Guard Services and Security Patrol Services**

Your firm's participation on Cook County contracts will be credited toward **MBE or WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE or WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

*Desiree M. Otkins*

Desiree M. Otkins, EMBA  
Deputy Director, Contract Compliance

DMO/lar

**I. POLICY AND GOALS**

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is thirty-five percent (35%).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## **II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### **1. Letter(s) of Intent**

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

### **IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

#### **V. NON-COMPLIANCE**

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

#### **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

#### **VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance

Cook County

161 N. Clark Street, Suite 2300

Chicago, Illinois 60601

(312) 603-5502

EXHIBIT 5

Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	<b>CONTACT NAME:</b> Jasmine Montiel <b>PHONE (A/C, No, Ext):</b> (847) 247-3007 <b>E-MAIL ADDRESS:</b> Jasmine.Montiel@MarshMMA.com		<b>FAX (A/C, No):</b> (847) 440-9123
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Track Group, Inc. 200 E S 5th Ave Ste 100 Naperville IL 60563	TRACGRO-01	INSURER A: Great American E&S Insurance C	NAIC # 37532
		INSURER B: Continental Casualty Co	20443
		INSURER C: Admiral Insurance Company	24856
		INSURER D: Texas Insurance Company	16543
		INSURER E: Great American Insurance Compa	16691
		INSURER F: Natl Fire Ins Co of Hartford	20478

**COVERAGES**

CERTIFICATE NUMBER: 1391618223

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PLE83138102	3/31/2024	3/31/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7037012884	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XSE83138202	3/31/2024	3/31/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC7037009810 AOS WC737009466 CA	3/31/2024 3/31/2024	3/31/2025 3/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional/Cyber Liability			EO00005131405	3/31/2024	3/31/2025	Agg/ Each Claim:	\$1,000,000
D	XS Layer 1 - Prof/Cyber Liability			BFLCYETIL01140002134102	3/31/2024	3/31/2025	Aggregate:	\$1,000,000
E	XS Layer 2 - Prof/Cyber Liability			MPXE249208	3/31/2024	3/31/2025	Aggregate:	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

XS Layer 3 - Prof/Cyber Liability: Policy #: EK13472892 - Eff/Exp Date: 3/31/2023 - 3/31/2024 - Scottsdale Insurance Company NAIC: 16691

Limit: \$2,000,000

Sexual Misconduct Liability: Policy #: B0509BOWCF2350012 - Eff/Exp Date: 3/31/2023 - 3/31/2024 - Beazley Insurance Company NAIC: 37540

Limit: \$1,000,000

RE: Contract #2214-08082.

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability on a primary and non-contributory See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Cook County  
 118 North Clark St. Room 1018  
 Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Track Group, Inc. 200 E S 5th Ave Ste 100 Naperville IL 60563	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

basis with respect to operations performed by the Named Insured in connection with this project.

Cook County

A Waiver of Subrogation in favor of the Certificate Holder applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations:
As required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

EXHIBIT 6

Board Authorization



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

**File #:** 24-4905      **Version:** 1      **Name:** Track Group, Inc., Naperville, Illinois  
**Type:** Contract      **Status:** Approved  
**File created:** 8/26/2024      **In control:** Finance Committee  
**On agenda:** 9/19/2024      **Final action:** 10/24/2024  
**Title:** PROPOSED CONTRACT

Department(s): Office of the Chief Judge, Adult and Juvenile Probation Departments, Circuit Court of Cook County; Cook County Sheriff's Department

Vendor: Track Group, Inc., Naperville, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Electronic Monitoring Services - Category 2 GPS

Contract Value: \$22,997,610.00

Contract period: 10/28/2024- 10/27/2027, with two (2), one-year renewal options

Potential Fiscal Year Budget Impact: See below

Accounts:

	ADP	CCSO	JPD		
	11100.1280.14805.540135		11100.123213265.540149		11100.1326.15295.540135
FY 2024	\$292,182.50	\$309,687.50	36,952.50		
FY2025	\$3,506,190.00	\$3,716,250.00	\$443,430.00		
FY2026	\$3,506,190.00	\$3,716,250.00	\$443,430.00		
FY 2027	\$3,214,007.50	\$3,406,562.50	\$406,477.50		

Contract Number(s): 2214-08082B

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation.

The Chief Procurement Officer concurs.

Summary: The Office of the Chief Judge, Adult and Juvenile Probation Departments and Cook County Sheriff seek approval of a contract with Track Group, Inc. to provide electronic monitoring and Global Positioning System (GPS) services for the Adult Probation Department, the Juvenile Probation and Court Services Department and the Cook County Sheriff's Office for youth and adults who are ordered by the court to wear electronic monitoring devices. GPS technology is used by the Juvenile Probation and Court Services Department to monitor high risk minors in home confinement as an alternative to secure detention or as condition of release into the community.

The contract was awarded through the Request for Proposals (RFP) process in accordance with the Cook County Procurement Code. Track Group, Inc. was selected based on established evaluation criteria.

**Sponsors:**

**Indexes:** TIMOTHY C. EVANS, Chief Judge, Circuit Court of Cook County

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
10/24/2024	1	Board of Commissioners	approve	Pass
10/17/2024	1	Finance Committee	recommend for approval	Pass
9/19/2024	1	Board of Commissioners	refer	Pass

**PROPOSED CONTRACT**

**Department(s):** Office of the Chief Judge, Adult and Juvenile Probation Departments, Circuit Court of Cook County; Cook County Sheriff's Department

**Vendor:** Track Group, Inc., Naperville, Illinois

**Request:** Authorization for the Chief Procurement Officer to enter into and execute

**Good(s) or Service(s):** Electronic Monitoring Services - Category 2 GPS

**Contract Value:** \$22,997,610.00

**Contract period:** 10/28/2024- 10/27/2027, with two (2), one-year renewal options

**Potential Fiscal Year Budget Impact:** See below

**Accounts:**

	<b>ADP</b>	<b>CCSO</b>	<b>JPD</b>
	<u>11100.1280.14805.540135</u>	<u>11100.123213265.540149</u>	<u>11100.1326.15295.540135</u>
FY 2024	\$292,182.50	\$309,687.50	36,952.50
FY2025	\$3,506,190.00	\$3,716, 250.00	\$443,430.00
FY2026	\$3,506,190.00	\$3,716, 250.00	\$443,430.00
FY 2027	\$3,214,007.50	\$3,406,562.50	\$406,477.50

**Contract Number(s):** 2214-08082B

**Concurrences:**

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation.

The Chief Procurement Officer concurs.

**Summary:** The Office of the Chief Judge, Adult and Juvenile Probation Departments and Cook County Sheriff seek approval of a contract with Track Group, Inc. to provide electronic monitoring and Global Positioning System (GPS) services for the Adult Probation Department, the Juvenile Probation and Court Services Department and the Cook County Sheriff's Office for youth and adults who are ordered by the court to wear electronic monitoring devices. GPS technology is used by the Juvenile Probation and Court Services Department to monitor high risk minors in home confinement as an alternative to secure detention or as condition of release into the community.

The contract was awarded through the Request for Proposals (RFP) process in accordance with the Cook County Procurement Code. Track Group, Inc. was selected based on established evaluation criteria.

EXHIBIT 7

Identification of Subcontractors/Supplier/Subconsultant Form

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

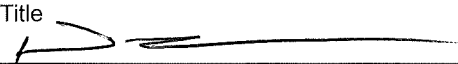
2414-08082B

Bid/RFP/RFQ No.: 2214-08082B	Date: September 6, 2024
Total Bid or Proposal Amount: \$22,997,610	Contract Title: Category 2: Global Positioning System (GPS) Monitoring Equipment
Contractor: Track Group, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Protocol Monitoring
Authorized Contact for Contractor: Derek Cassell	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Henry Conforti
Email Address (Contractor): derek.cassell@trackgrp.com	Email Address (Subcontractor): henry.conforti@bi.com
Company Address (Contractor): 200 E. 5th Avenue, Suite 100	Company Address (Subcontractor): 1000 Corporate Blvd.
City, State and Zip (Contractor): Naperville, IL 60563	City, State and Zip (Subcontractor): Aurora, IL 60505
Telephone and Fax (Contractor): 877-260-2010 / N/A	Telephone and Fax (Subcontractor): 630-820-5040 / 630-820-7065
Estimated Start and Completion Dates (Contractor): 10/28/2024 - 10/27/2027	Estimated Start and Completion Dates (Subcontractor): 10/28/2024 - 10/27/2027

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Web-based case management system and services	Est. \$6,026,168.25

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Track Group, Inc.  
 \_\_\_\_\_  
 Contractor  
 Derek Cassell  
 \_\_\_\_\_  
 Name  
 CEO  
 \_\_\_\_\_  
 Title  
  
 \_\_\_\_\_  
 Prime Contractor Signature  
 \_\_\_\_\_  
 September 6, 2024  
 \_\_\_\_\_  
 Date

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="checkbox"/> Disqualification <input type="checkbox"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2214-08082B	Date: September 6, 2024
Total Bid or Proposal Amount: \$22,997,610	Contract Title: Category 2: Global Positioning System (GPS) Monitoring Equipment
Contractor: Track Group, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Tyler Technologies
Authorized Contact for Contractor: Derek Cassell	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Robert Schott
Email Address (Contractor): derek.cassell@trackgrp.com	Email Address (Subcontractor): robert.schott@tylertech.com
Company Address (Contractor): 200 E. 5th Avenue, Suite 100	Company Address (Subcontractor): 5101 Tennyson Parkway
City, State and Zip (Contractor): Naperville, IL 60563	City, State and Zip (Subcontractor): Plano, TX 75024
Telephone and Fax (Contractor): 877-260-2010 / N/A	Telephone and Fax (Subcontractor): 214-593-6678 / N/A
Estimated Start and Completion Dates (Contractor): 10/28/2024 - 10/27/2027	Estimated Start and Completion Dates (Subcontractor): 10/28/2024 - 10/27/2027

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Web-based case management system	Est. \$4,204,800

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Track Group, Inc.  
 \_\_\_\_\_  
 Contractor  
 Derek Cassell  
 \_\_\_\_\_  
 Name  
 CEO  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Prime Contractor Signature  
 \_\_\_\_\_  
 Date  
 September 6, 2024

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2214-08082B	Date: September 6, 2024
Total Bid or Proposal Amount: \$22,997,610	Contract Title: Category 2: Global Positioning System (GPS) Mon
Contractor: Track Group, Inc.	Subcontractor/Supplier/ Subconsultant to be Allpoints Security & Detective, Inc. added or substitute:
Authorized Contact for Contractor: Derek Cassell	Authorized Contact for Subcontractor/Supplier/ Sharon Benson Subconsultant:
Email Address (Contractor): derek.cassell@trackgrp.com	Email Address (Subcontractor): mail@allpointssecurityinc.com
Company Address (Contractor): 200 E. 5th Avenue, Suite 100	Company Address (Subcontractor): 2112 E. 71st Street
City, State and Zip (Contractor): Naperville, IL 60563	City, State and Zip (Subcontractor): Chicago, IL 60649
Telephone and Fax (Contractor): 877-260-2010 / N/A	Telephone and Fax (Subcontractor): 773-955-6700 / 773-667-9266
Estimated Start and Completion Dates (Contractor): 10/28/2024 - 10/27/2027	Estimated Start and Completion Dates (Subcontractor): 10/28/2024 - 10/27/2027

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Equipment retrievals, swap-outs, troubleshooting & maintenance	DUR - 12.5% of applicable contract value

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Track Group, Inc.

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Contractor  
Derek Cassell

---

Name  
CEO

---

Title



September 6, 2024

---

Prime Contractor Signature Date

Contract No. 2214-08082B  
Electronic Monitoring Services

EXHIBIT 8

Economic Disclosure Statement

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2**  
**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

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

**THE APPLICANT HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
N/A	
_____	_____
_____	_____
_____	_____

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes:  No:

b) If yes, list business addresses within Cook County:

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

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

\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Track Group, Inc.

D/B/A: \_\_\_\_\_ FEIN # Only: 87-0543981

Street Address: 200 E. 5th Avenue, Suite 100

City: Naperville State: IL Zip Code: 60563

Phone No.: 877-260-2010 Fax Number: 630-428-2748 Email: derek.cassell@trackgrp.com

Cook County Business Registration Number: \_\_\_\_\_

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 71557391

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
ETS Limited c/o Mourant Ozannes Corporate Services (Cayman) Limited,	94 Solaris Avenue, Camana Bay, PO Box 1348 Grand Cayman KY1-1108, Cayman Islands	41.1%
Conrent Invest, S.A., Compartment Track-PPN,	2 Rue des Gaulois, L-1618 Luxembourg, Luxembourg	15.3%
CRC Founders Fund, LP	1040 S Gaylord Street, Suite 25, Denver, CO, 80209	5.8%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
ETS Limited	ADS Securities LLC	CI Tower, Corniche Road, Abu Dhabi, UAE
CRC Founders Fund, LP	Denver J. Smith	350 S Race Street, Denver, CO, 80209

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Derek Cassell	200 E. 5th Avenue, Suite 100 Naperville, IL 60563	CEO	Perpetual
Peter Poli	200 E. 5th Avenue, Suite 100 Naperville, IL 60563	CFO	Perpetual
Matthew Swando	200 E. 5th Avenue, Suite 100 Naperville, IL 60563	CRO	Perpetual

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Derek Cassell

Name of Authorized Applicant/Holder Representative (please print or type)

[Handwritten Signature]

Signature

derek.cassell@trackgrp.com

E-mail address

CEO

Title

August 1, 2023

Date

877-260-2010

Phone Number

Subscribed to and sworn before me  
this 1st day of August, 2023.

My commission expires: 06/16/2024

X

[Handwritten Signature]

Notary Public Signature



Notary Seal

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name ETS Limited

D/B/A: \_\_\_\_\_ FEIN # Only: \_\_\_\_\_

Street Address: c/o Mourant Ozannes Corporate Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, PO Box 1348

City: Grand Cayman, KY1-1108, Cayman Islands State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
ADS Securities LLC	CI Tower, Corniche Raod, Abu Dhabi, UAE	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Karim Sehnaoui;	c/o Mourant Ozannes Corporate Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, PO Box 1348 Grand Cayman, KY1-1108, Cayman Islands;	Director;	Perpetual
Peter Goulden;	c/o Mourant Ozannes Corporate Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, PO Box 1348 Grand Cayman, KY1-1108, Cayman Islands;	Director;	Perpetual

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Karim Sehnaoui

Director

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Signature 

06.12.2023

Date

karim.sehnaoui@trackgrp.com

+41763068007

E-mail address

Phone Number

Subscribed to and sworn before me  
this 12 day of JUNE, 2023

My commission expires:

X



Notary Public Signature



Notary Seal



**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

“*Familial relationship*” means a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Track Group, Inc.

Address of Person Doing Business with the County: 200 E. 5th Avenue, Suite 100 Naperville, IL 60563

Phone number of Person Doing Business with the County: 877-260-2010

Email address of Person Doing Business with the County: derek.cassell@trackgrp.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Derek Cassell, CEO, 877-260-2010, derek.cassell@trackgrp.com

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2214-08082B

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \$22,997,610

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Jovan Johnson; Lead Contract Negotiator; Jovan.johnson@cookcountylil.gov; 312-603-6830

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Sheriff's Department: Allan Pineda; allan.pineda3@ccsheriff.org; Adult Probation: Jorge Robles;

jorge.robles@cookcountylil.gov; Juvenile Probation: Carol Braz; carol.braz@cookcountylil.gov

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an **individual** and there is a **familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- The Person Doing Business with the County is a **business entity** and there is a **familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------


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Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

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*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
 \_\_\_\_\_  
 Signature of Recipient

**September 5, 2024**  
 \_\_\_\_\_  
 Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 2214-08082  
County Using Agency (requesting Procurement): Sheriff, Adult Probation, Juvenile Probation

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Track Group, Inc.  
Substantial Owner Complete Name: \_\_\_\_\_  
FEIN# 87-0543981  
Date of Birth: \_\_\_\_\_ E-mail address: derek.cassell@trackgrp.com  
Street Address: 200 E. 5th Avenue, Suite 100  
City: Naperville State: IL Zip: 60563  
Home Phone: [REDACTED]

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: \_\_\_\_\_ Date: June 15, 2023

Name of Person signing (Print): Derek Cassell Title: CEO

Subscribed and sworn to before me this 15 day of June, 2023

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

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



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

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 2214-08082  
County Using Agency (requesting Procurement): Adult Probation, Juvenile Probation, Sheriff

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Track Group, Inc.  
Substantial Owner Complete Name: ETS Limited

FEIN# \_\_\_\_\_

Date of Birth: \_\_\_\_\_ E-mail address: karim.sehnaoui@trackgrp.com

Street Address: c/o Mourant Ozannes Corporate Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, PO Box 1348

City: Grand Cayman KY1-1108, Cayman Islands State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ~~YES or NO~~
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ~~YES or NO~~
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ~~YES or NO~~
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,* ~~YES or NO~~
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ~~YES or NO~~
- No *Any comparable state statute or regulation of any state, which governs the payment of wages* ~~YES or NO~~

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No        There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No        Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No        Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No        Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: 06.12.2023

Name of Person signing (Print): Karim Sehnaoui Title: Director

Subscribed and sworn to before me this 12 day of JUNE 2023

X   
Notary Public Signature

Notary Seal



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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Track Group, Inc.

Corporation's Name

877-260-2010

Telephone

Secretary Signature

Derek Cassell

President's Printed Name and Signature

derek.cassell@trackgrp.com

Email

Date

6/15/23

Execution by LLC

LLC Name

Date

\*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

\*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Date

Assumed Name (if applicable)

Telephone and Email

Subscribed and sworn to before me this

15 day of June, 20 23.

Notary Public Signature

My commission expires:

Notary Seal



\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6  
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

**Raffi Sarrafian**  
Digitally signed by Raffi Sarrafian  
Date: 2024.11.14 16:12:14 -06'00'

\_\_\_\_\_  
Cook County Chief Procurement Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

*James Beligratis*  
\_\_\_\_\_  
Assistant State's Attorney  
(Required on contracts over \$1,000,000 )

**11/4/24**  
\_\_\_\_\_  
Date

**CONTRACT TERM & AMOUNT**

2214-08082B  
\_\_\_\_\_  
Contract #

October 28, 2024 through October 27, 2027 with two (2), one-year renewal options  
\_\_\_\_\_  
Original Contract Term  Renewal Options (If Applicable)

\$22,997,610.00  
\_\_\_\_\_  
Contract Amount

October 24, 2024  
\_\_\_\_\_  
Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS  
OCT 24 2024  
COM \_\_\_\_\_**