BOARD OF YAKIMA COUNTY COMMISSIONERS NOTICE TO PROPOSERS RFP C11407P

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Proposals will be due on **Thursday, September 11, 2014** @ **11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington to contract with an individual who shall perform:

Video Visitation System for Yakima County Department of Corrections

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: RFP C11407P, Video Visitation System
- Addressed: Yakima County Courthouse Board of Yakima County Commissioners Attn: Tiera Girard, Clerk of the Board 128 North Second Street, Room 232 Yakima, Washington 98901

(4) **Mandatory Pre-Proposal Conference and Site Visit:** A pre-proposal conference and tour will be held at **1:00 P.M. on Wednesday, August 27, 2014**, at the Lobby of the main Jail located at 111 North Front Street, Yakima, Washington, 98901. Attendance is mandatory. Vendors not in attendance at the Pre-Proposal Conference and Site Visit will not be eligible to submit a proposal.

Proposals must be in the Office of the Yakima County Commissioners on or before the due date of 11:00:00 a.m. on Thursday, September 11, 2014 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County procurement functions are now merged.

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA.

Specifications may be obtained online at <u>www.yakimawa.gov/services/purchasing</u> Click on Bid Openings.

The Board reserves the right to reject any and all bids, or parts thereof.

DONE this 5th day of August, 2014 (Seal) Tiera Girard, Clerk of the Board Publish: *Yakima Herald-Republic*: August 7, 2014 Bill: Account # 18096



YAKIMA COUNTY REQUEST FOR PROPOSAL # C11407P COVER SHEET

THIS IS NOT AN ORDER

RFP Release Date: August 7, 2014

Proposal Receipt : Proposal envelope must be sealed and p words "DO NOT OPEN" and mailed to the address listed belo the date and time listed below that the proposal is due. Propo proposal opening, unless otherwise noted.	w. Late p	rop gs a	osals will be are public. P	e rejected.	Proposal	s MUST be	e date a	nd time st	amped on	or before
Y	akima C	Cor	unty Cou	rthouse						
			County C		ioners					
			d, Clerk							
			nd Stree							
			, WA 98							
Do not bring your proposal in to the openi			- -		and date	e stamped	by the	Clerk's O	office	
Proposals Must be in the office no later than			Purchasing	For:						
September 11, 2014 at 2:00:00 PM PST Public Opt	ening	V	Yakima County Department of Corrections 111 North Front Street Yakima, WA 98901							
PROPOSER'S Name & Address (to be filled out by proposer):			Buyer in ch	arge of this	procurem	ent (Conta	ct for fu	rther inforr	nation):	
			Sue Ow	nby, Pur	chasing	g Manag	jer			
			Phone			E-Mail Ad	dress			
			(509) 57	6-6695		Sue.Ov	vnhv@	vakima	awa dov	,
			(000) 01	0 0000		000.01		<i>y</i> unint	ana.go	<u>-</u>
PROJ	ECT DE	SC	RIPTION		ARY					
Video Visitation System	for Yal	kin	na Cour	ity Depa	artmer	nt of Co	orrect	tions		
Enter Prompt Payment Discount:% net days			We/I	will comple	te projec	t within _	C	lays after	receipt o	of order.
Delivery Details	: FOB D	Des	stination,	Inside De	elivery	required	I			
I hereby acknowledge receiving addendum(a) _		,		.,, (u	se as mai	ny spaces a	as adde	nda receiv	red)	
In signing this proposal we also certify that we have not, either directly or indirect attempt has been made to induce any other person or firm to submit or not to su competitor; that this proposal has not been knowingly disclosed prior to the oper Washington State Interlocal Cooperative Act (RCW 39.34) provides that other g indicated therein <u>if all parties agree</u> . The City/County does not accept any response	Ibmit a propos ning of propos overnmental a	sal; tł sals t agen	hat this proposa to any other Pro cies may purch	I has been ind poser or comp ase goods or s	ependently etitor; that the ervices on t	arrived at with he above stat his solicitation	nout collus ement is a n or contra	sion with any accurate und act in accord	other Propo er penalty of	ser, competitor perjury. Furthe
We will comply with all terms, conditions and specifications required by the Yaki	ma County in	this	Request for Pro	posal and all t	erms of our	proposal.				
Name of Authorized Company Representative (Type or Print)	Title					Phone	()		
						Fax	()		
Signature of Above	Date			Email Addro	ess	ł				
REP C11407P 8/5/2014 1-32 PM						Pag	e 2 of 5	1		

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DEFINITIONS

The following definitions of terms shall apply, unless otherwise indicated:

"Buyer" means the contact person listed on page 2 of this document.

"City" means the City of Yakima, Washington. Also referred to as "Owner".

"**Contract**" means written agreement between the "Owner" and the "Contractor" (or "Successful Proposer") that covers the delivery of work to be performed subsequent to this RFP.

"**Contract Manager**" means the individual in the City of Yakima/Yakima County Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

"**Contractor**" means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

"County" means Yakima County, Washington. Also referred to as "Owner".

"Department" means the Yakima County, Department/Division.

"Executive" means the Yakima County Board of County Commissioners.

"Owner" Yakima County and Yakima County Department of Corrections

"Project Manager" means the individual in City of Yakima/Yakima County Departments/Divisions and/or an assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

"**Proposal**" means the complete response of a proposer submitted on the approved forms and setting forth the proposer's prices for providing the services described in the RFP.

"Proposer" means any individual, company, corporation, or other entity that responds to this RFP.

"RFP" means Request for Proposal.

"SOW" means Statement of Work.

"Subcontractor" means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.

"YCDOC" means Yakima County Department of Corrections. Also the "Owner".

RFP # C11407P

Video Visitation System

I. GENERAL INFORMATION

A. Introduction

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for a Video Visitation System (hereinafter referred to as "VVS". Yakima County Department of Corrections (hereinafter referred to as "Owner" and "YCDOC" throughout this document), as represented City Purchasing, intends to use the results of this solicitation to award a contract for such services.

B. Scope and Objectives

YCDOC is requesting Proposals to furnish, install, and maintain video visitation equipment, hardware, software, and network components in accordance with the requirements and provisions set forth in this specification, at no cost to YCDOC. Vendors' response shall be based on 93 video visitation stations to be installed at Yakima County Jail, which includes 64 inmate video visitation stations to be installed within YCDOC Jail and 29 public video visitation stations to be installed in YCDOC's visitation area to be located in the General Administration building adjacent to the Yakima County Jail. Vendor shall install 8 inmate video visitation stations on the 2nd floor of the Main Jail in the visitation area and 14 video visitation area and 6 video visitation stations (one in each housing unit), 7 inmate video visitation stations on the 4th floor of the main jail, and 18 inmate video visitation stations in the Annex (3 inmate video visitation stations per unit), plus 3 video visitation stations in the legal visitis.

C. Background and Current Operations

1. ABOUT THE COUNTY

Yakima County is located in South Central Washington State and has a population of 248,800. It is bounded to the north by Kittitas County, to the south by Klickitat County, on the west by Thurston, Lewis and Skamania Counties and the east by Benton and Grant Counties. The geography varies from densely timbered, mountainous terrain at the crest of the Cascade Mountain Range in the west to rolling foothills, broad valleys, and arid sagebrush covered regions to the east to fertile valleys in the central and southern parts of the County that has made agriculture the staple of the economy over the last 100 years. The highest point in the county is Mount Adams at 12,277 feet (3,742 meters) above sea level. The City of Yakima sits at 1,068 feet.

Yakima County is 4,296 square miles, or approximately 2.75 million acres, making it the second largest county in Washington. Three entities own over 1.7 million of the total acres of Yakima County. The City of Yakima, the ninth largest city in the state, contains over 35% of the population (93,080). 90% of the state's population is within a 3-hour drive from Yakima.

2. BACKGROUND

YCDOC's Main Facility was built in 1983. The local adult detention center is known as the "Main Facility" located at 111 North Front Street, Yakima Washington 98901 and has a capacity of 512. Built in 1992 the "Annex" is adjoined to the Main Facility and has a capacity of 386.

D. Contracting Agency and Point of Contact

This RFP is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

E. Clarifications and/or Revisions to Specification and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Proposer has an affirmative duty to immediately notify the Buyer of such concern and request modification or clarification of the RFP document.

Any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing and sent directly to interested parties who have registered for updates to this RFP.

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

F. News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 2.

G. Mandatory Proposer Conference and Site Visit

A MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT will be held at 1:00 P.M. on Wednesday, August 27, 2014, at the Lobby of the main Jail located at 111 North Front Street, Yakima, Washington, 98901. Attendance is mandatory. Vendors not in attendance at the Pre-Proposal Conference and Site Visit will not be eligible to submit a proposal.

H. Examining Documents & Facilities

The Proposer is hereby advised that by submitting a Proposal, he/she is deemed to have studied and examined all facilities and all relevant documents and acknowledged all requirements contained herein before proposing.

I. Calendar of Events

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the Owner finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

DATE	EVENT	
August 7, 2014	RFP Issuance	
1:00 PM, August 27, 2014	Pre-Proposal Conference/Site Visit	
5:00 PM, August 29, 2014	Due date for written questions	
September 2, 2014	Addenda -Written answers provided (target)	
September 11, 2014 at 2:00:00 PM PST	Proposals Due	

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important postopening dates.

J. Contract Term

See Section 2 of Contract.

K. Incurring Costs

The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

L. No Obligation to Contract

This RFP does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFP in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Proposals that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

M. Retention of Rights

The Owner retains the right to accept or reject any or all proposals if deemed to be in its best interests.

All proposals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

II. PREPARING AND SUBMITTING A PROPOSAL

A. General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.

B. Submitting a Proposal

Proposers shall submit one original (so marked) and four (4) paper copies, (enter# of people on your evaluation committee) along with one (1) electronic version of all files via USB drive or CD. Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and marked "confidential". All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be sent to the address listed on page 2 of this RFP.

Proposals shall be received no later than the date and time listed on Page 2 of this RFP. Late proposals will not be accepted or evaluated and will be returned to the proposer, unopened, unless it can be proved the proposal was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over the other Proposers.

All Proposals shall list the information on the outside of the package as specified on Page 2 of this RFP.

C. Organization and Format of Required Proposal Elements

Proposers responding to this RFP must comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading should be separated by tabs or otherwise clearly marked.

Tab 1 - Table of Contents

Provide a table of contents for the Proposal.

Tab 2 - RFP Cover Sheet

Complete and sign the Cover Sheet, which is page 2 of this RFP solicitation.

Tab 3 - Transmittal Letter

The transmittal letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

- 1) Name and title of Proposer representative;
- 2) Name, physical and mailing address of company;

- 3) Telephone number, fax number, and email address;
- 4) RFP number and title;
- 5) Acknowledge any Addenda;
- 6) A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 7) A statement acknowledging the Proposal conforms to all procurement rules and procedures articulated in this RFP, all rights terms and conditions specified in this RFP;
- 8) A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP,
- 9) A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof;

Tab 4 - Response to Mandatory Requirements

Provide a point-by-point response to each requirement specified in Section IV, A&B of this RFP. Responses that fail to meet the mandatory requirements shall be rejected.

Tab 5- Response to General Requirements

Provide a point-by-point response to each requirement specified in Section C through E of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 6 - Response to Technical Requirements

Provide a point-by-point response to each requirement specified in Section V of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP. State whether if you comply 100% with that particular specification, or indicate that you do not comply 100% and explain how your product/service deviates. Deviation on any item will not necessarily disallow proposal. The Owner shall be the sole judge as to whether a deviation/exception is acceptable, or not.

Tab 7– Sample Contract and Terms and Conditions

The Sample Contract, General and Special Terms and Conditions provided with this RFP represent the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer's suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner. Proposers may not submit their own contract document as a substitute for these terms and conditions.

Tab 8 – Required Forms

Include here the completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal.

Tab 9 - Cost Proposal Information

Provide all cost information according to the instructions provided. Include all costs for furnishing the product(s) and/or service(s) included in this proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include on a separate sheet under this tab a list of all Optional Services and the price for each service. If service is not provided please state so.

D. Multiple Proposals

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on the outside of the envelope and on each page included in the response.

E. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw or supplement a proposal in writing at any time up to the proposal closing date and time if received by the Buyer listed on Page 2 of this document. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Buyer. If a previously submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time.

III. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, meet the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals.

B. Proposer Presentations

Based on evaluation of the written proposals by the Evaluation Team on the stated criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their Proposals if requested by the Evaluation Team. The Evaluation Team will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

C. Evaluation Criteria

The proposals will be scored using the following criteria:

#	Description	Max Points
1	General Requirements	25
2	Technical Requirements	50
3	Commission	25
	TOTAL POSSIBLE POINTS	100

The cost proposal section shall receive a weighted score, based upon the ratio of the highest commission to the lowest commission. The highest commission Proposal will receive the maximum number of points available for the cost category and other proposals will be scored accordingly.

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the general and technical requirements in the RFP.

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that best meets the needs of the Owner, not necessarily the lowest cost Proposal.

D. Proposal Scoring

An estimated two to four top scoring Proposals may be short-listed based on an evaluation of the written Proposal by the Evaluation Team on the stated criteria. A proposer may not contact any member of an Evaluation Team except at the Evaluation Team's direction.

Should the Evaluation Team request any oral presentations or demonstrations from one or more of the short-listed proposers, the Evaluation Team will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration and site visits and to determine final scoring.

E. Award / Best and Final Offers

The Purchasing Manager/Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Evaluation Team's Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposer or proposers may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer. In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Evaluation Team members, according to their score. The Evaluation Team shall then offer an "Intent to Negotiate and/or Intent to Award" the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

F. Offer in Effect for 120 Days

A Proposal may not be modified, withdrawn or canceled by the proposer for a one hundred twenty (120) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

G. Notification of Intent to Negotiate/Intent to Award.

Proposers will be notified in writing of the Owner's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

H. Right to Reject Proposals and Negotiate Contract Terms

The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

I. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Vendor is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901,

or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Vendor:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Proposer via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

IV. GENERAL PROPOSAL REQUIREMENTS

The following requirements in Sections IV A&B are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement in Sections A&B must indicate that the Proposer either "does comply" with the requirement or "does not comply". <u>No explanation is required, as non-compliance with any of the following requirements will result in proposal rejection and remove that Proposal from further consideration.</u>

If you feel the Mandatory Proposal Requirements are proprietary, contact the Buyer listed on Page 2 to determine if requirements should be changed.

A. Mandatory Proposer Qualifications

1. Proposer must have at least three (3) years of experience in successful VVS projects. Staff involved within the scope of this project must have at least five years of experience designing and implementing a VVS.

B. Mandatory Contract Performance Requirements

- 1. <u>Vendor Responsibilities</u>: Vendor shall furnish, install, and maintain video visitation equipment, hardware, software, and network components in accordance with the requirements and provisions set forth in this section.
 - a. Vendor shall provide detailed information and specifications for each of the hardware components, software applications and additional products included in the Vendor's response.
 - b. Vendor shall be responsible for providing all labor, equipment, supplies and materials necessary for the completion of the installation.
 - c. Vendor shall be responsible for installing all new wiring, cabling and network circuits at no cost to YCDOC to support the provision of the outlined services.
 - d. Vendor shall be responsible for providing and installing tamper-resistant and durable video visitation units suitable for a correctional environment.
 - e. The video visitation units shall not include any removable parts.
 - f. The video visitation units shall not compromise YCDOC's local area network or security. The video visitation units are to be placed on a virtual network with port locks and firewall rules in place.
- 2. **<u>Proprietary</u>**: Proposed VVS and equipment must be non-proprietary.
- 3. <u>Network</u>: Vendor's VVS shall be configured to reside on and use Yakima County's VVS network. Yakima County VVS network provides sufficient bandwidth to allow all on-site video session to operate at high-definition quality.
- 4. <u>Bandwidth</u>: The Vendor shall provide sufficient Internet bandwidth to the Yakima County VVS to allow inmates the opportunity to receive Internet video sessions 99.5% of the time. YCDOC reserves the right to require Vendor to revise its Internet configuration ratio should the configuration installed by Vendor result in inmate complaints for poor quality or dropped video sessions. Such configuration changes shall be completed by Vendor at no cost to YCDOC.

C. General Requirements

The purpose of this section is to provide the Owner with a basis for determining a Proposer's capability to undertake this Contract. Responses to this Section will be scored.

Describe your company's experience providing services similar to those required by this RFP to customers of comparable size, scope and circumstance.

Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the Owner and the Contractor during the Contract term.

1. <u>Staff Qualifications:</u>

- a. Identify and provide a resume for the Project Manager that will be assigned to this project and any additional projects they will be involved in during the Contract term. The Project Manager will be the primary point of contact for Owner and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to Owner during the entire duration of the project.
- b. Identify additional key personnel from your company that will be assigned to this contract, including their current job title and the role they will play in the project. For each staff person, attach a brief resume with any pertinent licenses or accreditations and give at least one (1) example of a project where the staff provided similar services to an organization with needs similar to those described in this RFP.
- c. Identify the Account Manager who will be handling all invoices and billing and will serve as the account main point of contact for this contract.
- d. If any of these contacts change during the contract term, the Contractor shall verbally notify the Owner within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change.

2. Points not addressed:

Proposers are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their unit.

3. Financial Capability to perform contract

a. Proposer shall submit a current Financial Statement audited by a CPA firm, which is not to be older than one (1) year.

D. Proposer References

Using the attached reference form, provide at least three (3) references for organizations with whom your company has provided similar services over the last five (5) years. Include a contact name, email address, telephone number, and a clear, concise description of the project.

The Owner will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the Evaluation Team for this RFP and will be used when scoring the written proposal.

E. Questionnaire

Proposer must complete the Vendor Questionnaire Form on page 47 and submit it with their response.

V. TECHNICAL REQUIREMENTS

A. Vendor Responsibilities, Inmate VVS Features and Functionalities

Response Requirements

The Respondents must provide a detailed description of each major component of their proposed VVS. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Vendors are reminded to provide point-by-point responses to all specifications.

The Respondents must complete the following Technical Specification Section using one of the following responses for each of the specifications.

- **Y Yes.** The Respondent's proposed product currently satisfies the entire requirement and the proposed VVS will completely support the requirement.
- **N No.** The Respondent's product does not currently satisfy the entire requirement, and the Respondent's delivered product will not satisfy the requirement.
- **E Explanation.** The Respondent's product partially satisfies the requirement and an explanation is included in the response.
- MR Modification Required. The Respondent's product does not currently satisfy the requirement, but the vendor commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Respondent's base products.

Note that, though some of the following Technical specifications may be answered with a Y of N, the Respondents are encouraged to provide further detail where such detail might differentiate their products from those of their competitors or where such detail might assist the VVS Analysis Committee to better understand the proposal and make a more enlightened decision.

- 1. <u>Software Upgrades</u>: The Vendor shall notify YCDOC of any new software upgrades within 30 days of the introduction of the new software into the market by Vendor. Vendor shall upgrade the VVS (video visiting system) with new software versions and new hardware as required by YCDOC and at no cost to YCDOC.
- 2. <u>Security</u>
 - a. Admittance to YCDOC: All Vendor employees shall obtain, at the Vendor's cost, the appropriate personnel background security clearance prior to arrival at YCDOC. All Vendor employees will comply with YCDOC policy and procedures. YCDOC has the right to deny

clearance for Vendor employees if they are found to be in violation of YCDOC's policies and procedures. Entry into YCDOC is subject to the approval of YCDOC Director, and may require an orientation. If an orientation is required, any time spent by vendor employees at the orientation will be at the vendor's expense.

- b. Background Security Clearance: All Vendor employees shall obtain, at the Vendor's cost, the appropriate personnel background security clearance prior to accessing any part of the VVS that contains Yakima County data. This includes but isn't limited to, video visiting operators and IT staff such as application/database/network/server administrators.
- c. Single Point of Contact: Vendor shall appoint an Account Executive (AE) who will act as a single point of contact for all inmate video visiting-related activities, inquiries, service requests and issues. Vendor will provide a local telephone number and a mobile number, for inmate video visiting service related issues. Vendor shall also provide a fax number and email address in its response to this RFP.

3. Initial and Ongoing Installations

- a. <u>Implementation Plan</u>: For each installation, the Vendor shall submit an implementation plan which shall include an installation schedule. Any initial installations must be completed within 60 days of award notification. This implementation plan will become a part of the Agreement and must be followed.
- b. <u>Liquidated Damages</u>: Due to Vendor's action(s), if any installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of \$300.00 per day for each day beyond the installation date. In no event will natural disasters or acts of God cause Vendor to incur liquidated damages.
- c. <u>Damages Invoicing</u>: Should Vendor incur liquidated damages, YCDOC will invoice Vendor. Payment of the invoice shall be made to YCDOC or its Designated Agent within 30 days of Vendor's receipt of the invoice.
- d. <u>Implementation Delay</u>: Should any delay in the implementation of the Vendor's installation schedule be caused by YCDOC, the Vendor will be allowed additional time to complete the installation, but must submit a complete and detailed schedule of the additional time required for completion.
- e. <u>Network Impact</u>: Vendor shall identify the network impact for the streaming of video back to the Vendor's data center(s).
- f. <u>New and Operational</u>: All video visiting equipment provided shall be new and fully operational at the time of the initial installation.
- g. <u>Structural Changes</u>: Vendor agrees to obtain YCDOC's written approval before making any physical changes such as drilling into walls, floors, ceilings and etc. or any other portion of YCDOC Facilities. This includes existing, newly constructed or expanded Facilities.

- h. <u>Installation</u>: Vendor shall install the VVS equipment and software in accordance with the manufacturer's specifications.
- i. <u>Existing Infrastructure</u>: Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, and switches, within the YCDOC Facilities are at the risk of the Vendor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Agreement by the Vendor becomes YCDOC's property upon termination and/or expiration of the Agreement.
- j. <u>Cabling</u>: Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings and must be approved by the YCDOC maintenance personnel.
- k. <u>Permits & Codes</u>: Vendor agrees that if any electrical work is required as part of any installation, the vendor will procure all required permits at no costs to Yakima County, the work will be performed by a licensed electrician, the work will meet all applicable National Electronic Codes for commercial buildings, and must be approved by the YCDOC maintenance personnel.
- I. <u>Quantity</u>: Vendor agrees to install the quantity of video visiting stations and additional equipment required by YCDOC as outlined in Appendix A.
- m. <u>Additional Equipment</u>: The Vendor shall install additional video visiting and related equipment as well as monitoring and recording equipment as needed, within 30 days of request, at no cost to YCDOC. This includes expansion to existing Facilities and any newly constructed Facility. This shall be done throughout the Agreement term and all subsequent renewal terms.
- n. <u>Surge Protection</u>: Vendor shall provide and install, maintain, replace and upgrade adequate surge and lightening protection equipment on all equipment used for the VVS and at no cost to YCDOC.
- o. <u>UPS</u>: Vendor shall provide an uninterrupted power supply source to ensure there is no loss of recorded sessions or real time data in the event of a power failure.
- p. <u>Working Hours</u>: Installation of all video visiting and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the YCDOC Director.
- q. <u>Clean Up</u>: The Vendor shall clean up and remove all debris and packaging materials resulting from work performed. No on-site equipment, inventory or spare parts shall be stored by Vendor at YCDOC.
- r. <u>Damage</u>: Vendor shall correct any damage to YCDOC's property caused by maintenance or installation associated with the VVS, including repairs to walls, ceilings, etc.
- s. <u>Vendor Equipment</u>: Vendor shall install, repair and maintain all Vendor provided equipment and cables, including but not limited to, any wiring or cable work required from the demarcation throughout YCDOC's Facilities. All Vendor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Vendor.

- t. <u>Equipment List</u>: Upon completion of the initial installation and any ongoing installations, Vendor must provide YCDOC and its Designated Agent with a list of video visiting station designations (IP's, telephone numbers, and/or designated name), equipment specifications and locations of each device/unit.
- u. <u>Power Requirements</u>: Vendor must indicate the power requirements for any equipment to be installed at YCDOC Facilities.
- v. <u>Equipment Size</u>: Vendor must indicate the physical size of any and all equipment to be installed at YCDOC's facilities.
- w. <u>Environmental/Controlling Equipment</u>: Vendor must indicate any environmental conditions required for the proposed controlling equipment
- x. <u>Environmental/Video Visitation Equipment</u>: Vendor must indicate any environmental conditions required for the proposed video visitation equipment.

B. Video Visitation System and User Application Specifications

- 1. <u>Web Based</u>: VVS shall be a single web-based scheduling application allowing public and attorney visitors to register and schedule visits using a standard internet browser and an internet connection.
- 2. <u>Quantity</u>: Vendors' response shall be based on 93 video visitation stations to be installed at Yakima County Jail, which includes 64 inmate video visitation stations to be installed within YCDOC and 29 public video visitation stations to be installed in YCDOC's visitation area to be located in the General Administration building at the Yakima County Jail. Vendor shall install 8 inmate video visitation stations on the 2nd floor of the Main Jail in the visitation area and 14 video visitation stations (one in each housing unit), 8 inmate video visitation stations on the 3rd floor of the Main Jail in the visitation stations on the 3rd floor of the Main Jail in the visitation area and 6 video visitation stations (one in each housing unit), 7 inmate video visitation stations on the 4th floor of the main jail, and 18 inmate video visitation stations in the Annex (3 inmate video visitation stations per unit), plus 3 video visitation stations in the legal visiting area for legal visits.
- 3. <u>Existing Equipment</u>: Vendor's response may or may not include, at its discretion, the use or incorporation of YCDOC's current video visitation stations and equipment. YCDOC currently maintains and utilizes a TANDBERG video visitation solution. Vendor may evaluate YCDOC's current video visitation stations and equipment during the site evaluation. If Vendor would like to incorporate the existing equipment please note in its response to this RFP.
- 4. <u>Hours</u>: Video visitation stations shall be available for use during the times of 7:00 a.m. to 11:00 a.m., 12:30 p.m. to 5:00 p.m., and 7:00 p.m. to 11:00 p.m. each day.
- 5. <u>Visits Per Week</u>: Video visitation stations shall be configured to allow each inmate to have 2 free onsite visits per week. All visits exceeding the first two onsite visits, and any visits conducted by an end user remotely, shall be charged at the Vendor's proposed rate.

- 6. <u>Technology Solution</u>: Vendor shall describe, in non-technical terms, its detailed technology solution for video visitation identifying any unique or distinctive features of their products and services. Please provide a visual aid of a complete video visitation set up.
 - a. Vendor shall include images of Vendor related products.
- 7. <u>Operational Features</u>: The VVS shall be capable of providing all operational features and system requirements applicable to all video visitation visits placed through the system, including inmate to general public, inmate to court, inmate to medical services, and inmate to attorney visits.
- 8. <u>Design Capabilities</u>: The VVS shall consist of hardware and software designed to enable YCDOC to initiate, and control video visitation sessions.
- 9. <u>VVS Scheduling</u>: The VVS shall have the capability to allow YCDOC to schedule visits for a particular inmate, station, and date and time. Vendor must provide detailed information on the automatic-scheduler feature for the proposed VVS. Additionally, Vendor shall explain how its system will prevent scheduling conflicts for visitation sessions.
- 10. <u>VVS Flexibility</u>: VVS shall allow YCDOC to create, modify, manage and schedule Internet video visitation, on-premise video visitation, and non-video visitations including face to face and contacts visits with shared or separate quotas, stations, visitation center hours, time slots, and scheduling polices.
- 11. <u>Personal and Attorney Visitations</u>: VVS shall allow YCDOC to create, modify, manage and schedule personal and attorney visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling and polices.
 - a. <u>Attorney Visitor</u>: VVS shall allow YCDOC to denote a visitor as being an attorney visitor
 - b. <u>Encryption</u>: VVS must be able to automatically encrypt all attorney video visitations to ensure no recording or monitoring can take place.
- 12. <u>Ad Hoc Visit</u>: VVS shall provide a means of creating an unscheduled visit (Ad hoc Visit) where the inmate's and visitor's information is required and tracked.
- 13. <u>Quick Connect</u>: VVS shall provide the means for YCDOC staff to create an unscheduled visit/station connection where the inmate's and visitor's information is not required (Quick Connect).
- 14. <u>Email Notification</u>: The VVS shall be capable of sending the general public an email notification confirming the scheduled or canceled visit.
- 15. <u>Automatic Answer</u>: The VVS shall have the capability of automatic answer and answer detect.
- 16. <u>Automatic Start:</u> VVS can automatically start each video visit at the designated start time.
 - a. <u>Check-In</u>: VVS shall allow YCDOC to determine if the visitor is required to check-in for a video visit to start.

- b. <u>Video Check</u>: For remote (Internet) visits officer must be able to have a real time video check-in with audio and video to determine authenticity and match with visitor picture on file with YCDOC.
- c. <u>Cancellation</u>: VVS shall allow YCDOC to determine if a visit is to be canceled if the visitor does not check-in on time or after a set amount of time and if that visit will count against the inmate's visitation quota.
- d. <u>YCDOC Check-In</u>: VVS shall allow YCDOC to check in those visitors visiting over the Internet via video chat between the officer and the visitor(s).
- e. <u>Picture-In-Picture</u>: VVS shall have the option to display "picture-in-picture" on the inmate and visitor stations.
- 17. <u>No Visitations</u>: VVS shall allow YCDOC to schedule a "no visitations" event with customizable duration for an inmate, station, station group, housing unit and/or visitation center.
- 18. <u>Restrictions</u>: VVS shall allow YCDOC to create, modify, and manage the following restrictions with customizable duration:
 - a. Restrict a visitor from visiting a certain inmate(s).
 - b. Restrict an inmate from visiting a minor.
 - c. Restrict an inmate from visiting ALL visitors.
 - d. Restrict a visitor from visiting ALL inmates.
 - e. Restrict an inmate from having Internet video visits.
 - f. Restrict an inmate from having contact visits.
 - g. Restrict an inmate from visiting at the same time as another inmate.
 - h. Restrict a visitor from visitation at the same time as another visitor.
- 19. <u>Suspension</u>: The VVS shall include the capability to suspend an inmate's video session privileges for a specific time period, without the need to manually re-enable those privileges, and document the reason for the inmate's suspension.
- 20. Lost Connectivity: VVS shall automatically attempt to reconnect stations if connectivity is lost.
- 21. <u>Automated Messages</u>: With each video session, the VVS must provide an automated message to advise the inmate that:
 - a. The video visit is coming from a specific person.
 - b. Video visitation visits shall be 30 minutes in length.
- 22. <u>Bilingual</u>: The VVS shall process video sessions on a selective bilingual basis: English and Spanish. Vendor shall indicate if additional languages can be added as need arises and Vendor shall provide a listing of available languages.

- 23. <u>ADA</u>: The Vendor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements including, but not limited to, providing video visiting stations which are accessible to persons in wheelchairs.
- 24. <u>Signage</u>: Vendor shall supply, at YCDOC's request, signage/brochures/flyers regarding the VVS and/or Vendor's pre-paid program at no cost to YCDOC. Vendor shall supply signage/brochures/flyers within 10 business days of request by YCDOC.
- 25. <u>T's & C's</u>: The VVS shall be capable of requiring the general public of acknowledging and agreeing to terms and conditions associated with YCDOC's visitation policies.
- 26. <u>General Public Access</u>: The VVS shall have the capability to allow for the general public to access the VVS through a web based software application. Vendor shall provide detailed information on how Vendor will be able to meet this requirement.
- 27. <u>Video Quality</u>: The VVS shall be capable of sending/receiving high-quality, stereo audio and minimum 720p video quality.
- 28. <u>Compression Rate</u>: Vendor shall specify the compression rate used for the video quality.
- 29. <u>Audio & Video Quality</u>: Vendor shall accept YCDOC's reasonable decision regarding whether the audio and video quality is acceptable.
- 30. <u>Activity Tracking</u>: The VVS shall provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
 - a. Inmate ID number;
 - b. Inmate name;
 - c. Visitor name;
 - d. Date, time, and duration of visit;
 - e. Inmate video visitation station; and
 - f. Daily, weekly and monthly visit statistics.
- 31. JMS Interface: The VVS shall have the capability to interface with YCDOC's JMS at no cost to YCDOC. Vendor shall provide detailed information on the specifications required to complete each interface. Vendor shall be responsible for contacting YCDOC's JMS provider. The current JMS provider is Spillman Technologies (Spillman) and the contact is Jon Robinson. Jon Robinson can be reached at telephone (801) 902-1617 or jrobinson@spillman.com.YCDOC will not be responsible for paying any amount(s) associated with the required interface(s).
- 32. <u>JMS/OMS/IMS</u>: YCDOC's offender management system (JMS/OMS/IMS) will be responsible for providing the VVS system the following minimal requirements via XML, database view, or flat file:
 - a. Inmate ID
 - b. Inmate last name
 - c. Inmate middle name
 - d. Inmate first name
 - e. Gender designator

- f. Date of birth
- g. Housing assignment designator
- h. Inmate booking number
- i. Inmate release
- 33. <u>Inmate Tracking</u>: VVS shall track all inmate housing unit assignments, movements, and inmate releases to validate scheduled visitation integrity.
 - a. VVS shall automatically attempt to reschedule all visits associated with the inmate if the inmate has changed housing locations.
 - b. VVS shall automatically cancel all visits associated with an inmate if the inmate has been released.
 - c. VVS shall notify visitor(s) via email and automated phone message if a visitation has been cancelled.
 - d. Query: The VVS shall have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:
 - e. Identification number
 - f. Name
 - g. Date of birth
 - h. Gender
 - i. Ethnicity
 - j. Driver's license number
 - k. Inmate visited;
 - I. Relationship to inmate
 - m. Date of last visit
 - n. Home address (physical address)
 - o. Telephone number
- 34. <u>Storage Capabilities</u>: Vendor shall identify its storage capabilities for reports and data online as well as archived processes.
- 35. <u>VVS Limits</u>: The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.
- 36. <u>VVS Length Limits</u>: The VVS shall be capable of limiting the length of a video session, providing service/prompts at certain times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The VVS shall also have the ability to modify the video session duration, as needed, throughout the entire.
- 37. <u>Single Session</u>: In all circumstances, the VVS shall limit the inmate and visitor to a single session. The VVS shall always require the inmate and visitor to disconnect the session in progress before another session is initiated.
- 38. <u>Alert System</u>: The VVS shall include an alert system that will detect visits made by a particular inmate or visitor. Please include detailed information on the type of alerts available.

- 39. <u>Visitor List</u>: The VVS shall be capable of allowing YCDOC to establish, modify and manage an approved visitor list by inmate.
- 40. <u>Control Workstation</u>: The VVS shall be capable of showing real time activity on a control workstation to YCDOC users with network access and application privileges. The software included on the control workstation shall perform the routing functions of the control data to the video visitation station in the inmate and general public areas. The control workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to:
 - a. Set user ID;
 - b. Set password;
 - c. Set classification roles and associated tasks;
 - d. Capture the user's first, middle and last name;
- 41. <u>Remote Management</u>: Allow for remotely managing, adjusting and diagnosing hardware settings and connections using audio, video and LAN settings. Remote diagnostic tests shall be, at a minimum, run one time each week on each video visiting station.
 - a. Allow for live monitoring of all visits simultaneously (excluding attorney visits). The VVS shall allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access to the system.
 - b. Manually terminate sessions;
 - c. Report status of all video visitation stations (whether idle or offline); and
 - d. Configure the type of video visitation station to which an inmate has access.
- 42. <u>Remote Access</u>: Vendor shall have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow YCDOC the same features and functionalities, permitted by the user's level of access, available on the control workstation.
- 43. <u>Multi-Point Video</u>: The VVS, upon detection of a multi-point video session shall have the capability to flag and/or terminate the session immediately. Multi-point video sessions shall be flagged in the session detail records as "multi-point video session".
 - a. <u>Method Used</u>: Specify the method used by the Vendor multi-point video sessions.
- 44. <u>Remote Video Session Forwarding</u>: YCDOC prefers that the VVS has the capability to detect and terminate Remote video session forwarding. If Vendor's VVS is unable to detect Remote video session forwarding, please provide the status of Vendor's research and development relative to detection of Remote video session forwarding.
- 45. <u>Upcoming Daily Visit</u>: VVS shall be able to display upcoming daily visit information on inmate station screens i.e. inmate name, time of visit.

C. Monitoring, Recording and Reporting Requirements

- <u>Current Equipment:</u> YCDOC does not require workstations under this RFP. Vendor's response may or may not include, at its discretion, the use or incorporation of YCDOC's current video visitation stations and equipment. Access to the VVS shall be completely web-based and Vendor shall provide a detailed description, as well as network requirements, as to how access to the VVS can be accomplished. All monitoring software shall work with standard Microsoft or Apple streaming audio tools, such as Java, Flash, Windows Media, QuickTime, and Real Networks. Third party software will not be installed on YCDOC's computers.
- 2. <u>Monitoring</u>: The VVS shall be capable of permitting full monitoring of all video visitation sessions from any video visitation workstation within YCDOC and from remote locations unless there are restrictions that prohibit the monitoring of certain sessions such as attorney-client. The VVS shall have the capability to exclude those sessions.
- 3. <u>VSDR Reports</u>: Vendor shall provide monthly VSDR (video session detail record) reports which shall include a detailed breakdown of the activity for all video visitation visits, including but not limited to, video visitation visits by station, total duration of video visitation visits by station, and total revenue generated for video visitation visits by station.
- 4. <u>Report Export</u>: Vendor's VVS shall provide the capability to export the reports in a mutually agreed upon format agreed to by YCDOC and Vendor. The reports shall be available to YCDOC and its agency partners from all control workstations and remote access computers depending on the user's access level.
- 5. <u>Report Samples</u>: Vendor shall provide a sample of its VSDR (video session detail record) reporting capabilities and provide sample reports with their response.
- 6. <u>Customized Reports</u>: The VVS shall also provide the ability to customize reports in a form mutually agreed upon by YCDOC and/or its Designated Agent and Vendor.
- 7. <u>Report Processing</u>: VVS system shall be able to process the following reports (available in PDF, XLS, HTML):
 - a. YCDOC and housing unit daily visitation schedules
 - b. Inmate visit history, date range selectable
 - c. Visitor visit history, date range selectable
 - d. Statistical reports for reporting historical number of visits by visit type, or days of weeks, or months, or station, or station group, or housing unit or time blocks.
 - e. Report options to include visitation date ranges as well as options to include all visitors or only those visitors with upcoming scheduled visits
- 8. <u>Record Storage</u>: The VVS shall store all VSDR (video session detail records), including all attempted and completed video sessions at the YCDOC Facilities for a minimum period of 6 + 1 years. YCDOC shall have access to all video session detail records from all workstations and remote access computers, based on the user's access level. User access levels shall be controlled to only allow users access to certain applications as deemed necessary by YCDOC.

- 9. <u>Record Extension</u>: The VVS shall have the ability to extend or "lock" the VSDR for the purposes of keeping the record online past the initial period of 6 + 1 years.
- 10. <u>Video Interruption</u>: The VVS shall allow for authorized personnel or staff to interrupt the video visitation visit and communicate directly with the inmate. The authorized personnel or staff's audio and video shall be displayed on the inmate and visitor's monitors.
- 11. <u>Online Diagnostics</u>: The VVS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via VPN by service center personnel and shall provide failure reports, service history and other diagnostics.
- 12. <u>Cost</u>: VSDR system shall be provided at no cost to YCDOC.
- 13. <u>File Types</u>: Please provide a listing of any other file types allowed by the VVS.
- 14. <u>Platform</u>: The system platform VSDRs (video session detail record) shall be stored in a minimum of 3 locations to avoid any possibility of video session detail records being lost.
- 15. <u>Account Modification</u>: Vendor's VVS user application shall at a minimum allow:
 - a. The creation, modification and deactivation of user accounts.
 - b. The creation, modification and deactivation of inmate accounts.

D. Security Features

- 1. <u>Shut Down</u>: The VVS must be able to shut down quickly and selectively. YCDOC must be able to shut down the VVS via select video workstations or by Central Control, the VVS user application and/or at several locations including, but not limited to:
 - a. By central control center—select VVS stations
 - b. By select housing units-control center; and
 - c. Programmed automatic shut-off for designated times to be identified by YCDOC.
- 2. <u>Individual Shut Down</u>: The VVS shall be capable of taking an individual station out of service without affecting other stations or units.
- 3. <u>Access Denial</u>: The VVS shall be capable of denying certain people from inmate video visits.
- 4. <u>Time Limit Notification</u>: The VVS shall be capable of notifying the inmate and the other party that the time limit for the video session has been reached prior to terminating the video session.

E. Additional Technology

1. <u>Additional Technology and Options</u>: Vendor shall provide information on any additional technology or optional features that may be of interest to YCDOC (i.e. inmate email, voicemail, reverse look-up, lobby kiosk, etc.)

- 2. <u>Functionalities</u>: Provide detailed information on the functionalities as well as a complete description of the features and applications proposed.
- 3. <u>Associated Costs</u>: Detail any costs, fees, and/or commissions associated with the additional technology or optional features offered/proposed.

F. Training

- 1. <u>Staff Training</u>: Vendor shall provide initial and ongoing training to Yakima's staff at no cost. Training manuals shall be provided to YCDOC's staff at all training meetings and will become the property of YCDOC.
- 2. <u>Pamphlets</u>: Informational pamphlets shall be available for inmates and visitors relative to the applicable features and functionalities of the VVS, when requested by YCDOC.
- 3. <u>Training Program</u>: Vendor shall describe its training program including descriptions of any classes and/or applicable documents/manuals.

G. Transition

- 1. <u>Transition</u>: The Vendor shall work with YCDOC, its Designated Agent, and the incumbent Vendor to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by YCDOC.
- 2. <u>Continuity</u>: Upon expiration, termination, or cancellation of the Agreement, the Vendor shall cooperate in an orderly transfer of responsibilities and/or the continuity of the services required under the terms of the Agreement to an organization designated by YCDOC. The Vendor shall provide and/or perform any or all of the following responsibilities:
 - a. The Vendor acknowledges that the records, documentation, reports, data, etc., contained in the VVS are the property of YCDOC. Further, the detail records, documentation, reports, data, etc. shall be provided to YCDOC by Vendor in a workable, software-compatible format, at no cost to YCDOC within 15 days following the expiration and/or cancellation of the Agreement.
 - b. The Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by YCDOC. The Vendor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date. Commissions will be due and payable by Vendor to YCDOC at the compensation rate provided in the Agreement.

H. General Maintenance

1. <u>Maintenance</u>: The Vendor shall provide the necessary labor, parts, materials, and transportation to maintain all proposed video visitation stations in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Agreement. No charge shall be made to YCDOC for maintenance of the VVS.

- 2. <u>Cable Maintenance</u>: The Vendor shall maintain all cables related to the VVS, whether reused or newly installed.
- 3. <u>Response</u>: The Vendor shall respond to repair requests from YCDOC or its Designated Agent by arriving at the site promptly after reasonable notice has been given on a 24 hours a day, 7 days a week basis, 365 days a year. The vendor shall provide a 24 hour, toll-free telephone number for YCDOC staff and public to report service issues.
- 4. <u>Service Request Viewing</u>: The Vendor's VVS shall allow YCDOC the ability to open and/or view service requests that have been submitted.
- 5. <u>Request For Service</u>: Repairs or replacement shall be started by a qualified technician within 4 hours following notification of a service request or failure of the VVS. The Vendor must exhibit to YCDOC a best effort approach to completion of the repairs or replacement during the first 24 hours following notification of a problem. YCDOC shall be notified of progress and or delays in progress until there is resolution of the problem. Vendor shall notify YCDOC and/or its Designated Agent any time a technician will be dispatched to the YCDOC Facilities.
- 6. <u>Method</u>: The Vendor shall detail the method for determining service interruptions and service call priorities, and list the response time for each priority as well as the level of expertise devoted to each priority.
- 7. <u>Opportunity to Cure</u>: YCDOC may cancel the Agreement with Vendor if Vendor has not cured a service problem within 10 days of the Vendor receiving notice of the problem from YCDOC or its Designated Agent.
- 8. <u>Contact Information</u>: A complete list of contractors/subcontractors, managers, administrators, technicians, etc. must be provided to YCDOC. This includes a complete list of business and cellular numbers. Vendor shall provide a copy of its current repair procedure policy for both normal maintenance and emergency outages.
- <u>Damages</u>: Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the VVS. Vendor will assume liability for any and all such damages. In addition, Vendor shall ensure that all inmate video visitation stations are operable and maintained at an acceptable level at all times.
- 10. <u>Issues</u>: All issues surrounding the VVS service shall be reported by Vendor to YCDOC or its Designated Agent promptly.
- 11. <u>Maintenance</u>: Vendor's response shall include a Maintenance Agreement which includes descriptions and pricing for repairs, technical support, disaster avoidance, recovery solutions, upgrades and patches and any additional items relevant to maintaining the proposed VVS and related hardware/equipment.
- 12. <u>Maintenance Agreement</u>: The written maintenance agreement shall address the following, at a minimum:
 - a. Defective parts;

- b. Software upgrades and patches;
- c. Technical telephone support;
- d. Location of Vendor's support center;
- e. Name and contact information for Vendor's support personnel;
- f. Source for hardware parts and estimated delivery/availability for hardware parts;
- g. Support levels and escalation process; and
- h. Hours of availability
- 13. <u>Phone Support</u>: Vendor must provide customer with 24x7x365 phone support.
- 14. <u>Email Support</u>: Vendor must provide email support as well as access to a customer support web portal.
- 15. <u>Software Upgrades</u>: Vendor must provide customer with software upgrades as they become available.
- 16. <u>Live Chat</u>: Vendor must provide support services directly to visitors through integrated live chat functionality built into the visitor registration, scheduling and remote/internet video visitation website. Visitor support to also include phone and email support services.

I. Performance Process

- 1. <u>Fines</u>: The Vendor shall adhere to the following Performance Process when upgrading VVS software and equipment, or performing any changes to the VVS at the YCDOC Facilities. Any deviation from this process may result in a fine or penalty to Vendor. Such fine or penalty will be equal to no less than \$300.00 per occurrence or equal to any fine imposed by the agency supplying the inmates, whichever is greater. The fine or penalty shall be due and payable by Vendor upon receipt of written notification from YCDOC, or its Designated Agent, of the total amount due. Should service disruptions or outages relating to the VVS software and equipment occur for any reason that cause a loss in revenue generated, the Vendor shall reimburse YCDOC for all reasonable revenue lost during said period of time.
- 2. <u>Notice: Vendor shall provide YCDOC or its Designated Agent, 30 days written notice of a change or upgrade to the VVS at YCDOC.</u>
- 3. <u>Testing</u>: Vendor shall perform extensive testing on all system changes or upgrades prior to discussing with YCDOC or its Designated Agent. At a minimum, the extensive testing, said changes or upgrades shall include:
 - a. Extensive testing on a system identical to the existing system at YCDOC.
 - b. Data and Circuit testing.
 - c. Internet testing.
- 4. <u>Changes</u>: Vendor shall provide written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities said changes will make available to the YCDOC.
- 5. <u>Change Approval</u>: Vendor shall receive written notification from YCDOC and/or its Designated Agent, before scheduling or proceeding with any changes to the VVS at YCDOC.

- 6. <u>Instructions</u>: Vendor shall provide YCDOC and/or its Designated Agent with written instructions for the inmates of changes to any prompts or procedures. Such instructions shall be provided in English, Spanish and any additional languages requested by YCDOC, and shall be posted throughout YCDOC by Vendor.
- 7. <u>Inmate Notification</u>: YCDOC, at its option, shall have a minimum of 2 weeks to notify inmates at YCDOC of any VVS changes that are going to specifically affect the inmates.
- 8. <u>Disruption Avoidance</u>: Vendor shall coordinate a convenient time and day with YCDOC and/or its Designated Agent to implement the changes or upgrades to the VVS to avoid disruption. Vendor shall work with YCDOC to schedule the changes or upgrades during a time when the VVS is not being used regularly by the inmates.
- 9. <u>Testing</u>: Vendor shall coordinate the presence of a technician to the YCDOC Facilities on the day of implementation to place test video connections and ensure the VVS is functioning correctly.
- 10. <u>Testing Cost</u>: All said changes shall be made by Vendor at no cost to YCDOC.

J. Prevailing Wages:

Where applicable, the Vendor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work.

- 1. RCW 39.12.010 The Prevailing Rate of Wage. Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular public work project.
- 2. RCW 39.12.040 Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding Vendor may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final money is disbursed, each contractor and sub-contractor must submit to the awarding Vendor an Affidavit of Wages Paid, certified by the Department of Labor and Industries.
- 3. RCW 39.12.070 Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the Vendor.
- 4. The State of Washington prevailing wage rates applicable for this public works project, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries:

https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.

A copy of the applicable prevailing wage rates is also available for viewing at the Purchasing Office. Contact sownby@ci.yakima.wa.us. Upon request, Yakima will mail a hard copy of the applicable prevailing wages for this project.

VI. COST PROPOSAL

A. General Instructions for Preparing Cost Proposals

Proposer must submit a commission proposal under Tab 9 of their proposal. If proposer agrees to allow other governmental agencies to purchase goods or services from the awarded Contractor under the resulting contract, price accordingly so other jurisdictions can perform an apples to apples comparison for their resulting contract.

VII. GENERAL TERMS AND CONDITIONS

The Owner intends to incorporate the following General Terms and Conditions by reference into any contract negotiated as a result of this RFP. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. Provision of Services

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the Owner 's satisfaction; the Owner decision in that regard shall be final and conclusive. The Owner may inspect, observe and examine the performance of the services performed on the Owner premises at any time. The Owner may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

If the Owner notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the Owner's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the Owner specifies. This remedy shall be in addition to any other remedies available to the Owner by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and Owner work rules.

B. Contractor Compliance and Responsibility for Actions

The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the Owner.

The Contractor shall:

1. Perform those tasks and deliver the services identified in this RFP and its response thereto.

- 2. Comply with all security and safety regulations in effect.
- 3. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
- 4. Appoint a Project Manager (the "Project Manager") for liaison and consultation with the Owner. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
- 5. Correct any errors in the services found by the Owner or the Contractor.
- 6. Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of Owner buildings. Under such circumstances, the Owner shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

C. Specifications

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The Owner shall be the sole judge of equivalency. Proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their proposal.

D. Deviations and Exceptions

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.

E. Quality

Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Owner.

F. Quantities

The quantities shown on this request are based on estimated needs. The Owner reserves the right to increase or decrease quantities to meet actual needs

G. Delivery

Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials or service shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

H. Other Owner Departments/Like Items Added

At any time during the term of this contract, or any extension thereof, other Owner departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

I. Acceptance-Rejection

The Owner reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the Owner.

Proposals MUST be date and time stamped by the soliciting Clerk's office on or before the date and time that the proposal is due.

J. Payment Terms and Invoicing

The Owner normally will pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods and/or services have been delivered, installed (if required), and accepted as specified. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the Owner will seek reimbursement of the overpayment or will withhold such overpayment from future invoices.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

K. Public Records Access

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.

L. Proprietary Information:

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

1. Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

2. PROPRIETARY OR CONFIDENTIAL INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal. In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.

If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure. If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

VIII. SAMPLE CONTRACT

PROFESSIONAL SERVICES CONTRACT FOR VIDEO VISITING SYSTEM

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into by and between Yakima County, a Washington municipal corporation (hereafter the "Owner", and ______ (hereafter the "Contractor").

WHEREAS, the Owner requires professional services (hereafter the "services") for the City of Yakima County Department of Corrections (hereafter the "(Owner)") located at the 111 North Front Street, Yakima, Washington;

WHEREAS, the Owner does not have the staffing levels or the specialized expertise necessary to provide said system;

WHEREAS, Contractor agrees to provide said services under the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the Owner and Contractor as follows:

Section 1. Statement of Work

- 1.1 The minimum services that the Contractor will provide include services described in Exhibit "A," which is incorporated herein by this reference. The services are included within the base fee.
- 1.2 <u>Contract Documents</u>: The rights granted under this Agreement include the terms, conditions, covenants and representations contained in the following documents, all of which are incorporated herein by reference as though fully set forth:
 - 1.2.1 The RFP, together with all exhibits, addenda and amendments thereto;
 - 1.2.2 Contractor's Proposal and all accompanying exhibits submitted therewith by Contractor's response to the RFP; and
 - 1.2.3 This Agreement and the documents referenced in this Paragraph shall be construed consistently with each other in order to best effectuate the intent of the Owner and Contractor as set forth in this Agreement.

In case of conflict or ambiguity, the documents shall have the following priority for the purpose of interpreting the terms, covenants, conditions, or duties therein: This Agreement, the Proposal accepted by the Owner, and

the RFP. The parties acknowledge that there are no other representations, agreements, or conditions not specifically referred to or set forth in the foregoing documents which are a part of this Agreement.

- 1.3 <u>Substitution</u>: The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the BOCC, or pursuant to Section 12 below entitled "Change or Notice". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the Owner.
- 1.4 Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the "(Services)."
 - 1.4.1 All provisions of this Contract are intended to be complementary, and any (enter name of services) required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the (enter name of services) that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the (enter name of services), without any increase in the compensation otherwise payable under this Contract.

Section 2. Contract Term

2.1 The period of this contract shall be for a period of one year from its effective date. The Owner may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving ninety (90) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the Owner provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid.

Section 3. Commission

3.1 Contractor shall pay Owner _____% commission, to be paid to owner monthly from the previous month's earnings.

Commission shall be paid to the Owner at the following address:

YCDOC 111 North Front Street Yakima, WA 98901

Section 4. Performance by Contractor

4.1 <u>Prime Contractor</u>: Contractor is the Prime Contractor hereunder. The Prime Contractor shall be the sole point of contact with regard to all contractual matters arising hereunder, including the performance of services and the payment of any and all charges resulting from its contractual obligations.
- 4.2 <u>Delegation of Professional Services</u>. The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any services to any other person or entity without the prior written consent of the Owner. Any such delegation or subcontracting without the Owner's prior written consent shall be voidable at the Owner's option.
- 4.3 No delegation of subcontracting of performance of any of the services, with or without the Owner's prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, Contractor's subcontractors, and any other person who performs or furnishes any services (collectively, the "Support").
- 4.4 Contractor shall at all times be an independent contractor and not an agent or representative of the Owner with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the Owner. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the Owner. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the Owner provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.
- 4.5 Contractor shall perform the services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.
- 4.6 <u>Licenses</u>: If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.
- 4.7 In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.
- 4.8 Contractor shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the services.
- 4.9 <u>Removal of Subcontractor</u>: If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the Owner may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.
- 4.10 <u>Work Made for Hire:</u> All work the contractor performs under this agreement shall be considered work made for hire, and shall be the property of the Owner. The Owner shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the contractor produces in connection with

this agreement. On completion or termination of the agreement, the contractor shall deliver these materials to the project manager.

Section 5. Compliance with Laws

- 5.1 Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon the Owner and applicable to the services). Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference.
- 5.2 <u>Foreign (Non-Washington) Corporations</u>: Although the Owner does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the Yakima County, at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the Owner.

Section 6. Taxes and Assessments

- 6.1 Contractor shall be solely responsible for and shall pay all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against either party as a result of this Contract. In the event the Owner is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.
- 6.2 The Owner and its agencies are exempt from payment of all federal excise taxes and, but not sales tax (currently at 8.2%). Tax will not be considered in determining which proposal is the lowest or best, however RCW 39.30.040 allows the Owner to take any sales tax and B&O tax that is will receive from purchasing supplies, materials and equipment within its boundaries into consideration when determining the lowest responsible Proposer.

6.3 Vendor Tax Delinquency

Vendors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

Section 7. Nondiscrimination Provision

- 7.1 During the performance of this Contract, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Contract.
- 7.2 With regard to the health care services to be performed pursuant to this Contract, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing

regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

Section 8. Inspection: Examination of Records

- 8.1 The Contractor agrees to furnish the County with reasonable periodic reports and documents as it may request and in such form as the County requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, and any other matter are to be covered by this Agreement.
- 8.2 The records relating to the services shall, at all times, be subject to inspection by and with the approval of the Owner, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the Owner's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the Owner sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
- 8.3 <u>Recordkeeping and Record Retention</u>: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- 8.4 The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

Section 9. Confidential, Proprietary and Personally Identifiable Information

- 9.1 Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of Owner for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.
- 9.2 Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
- 9.3 Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the Owner in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the Owner, as directed.

- 9.4 Contractor shall maintain all Confidential Information as confidential for a period of three (3) years from the date of termination of this Contract, and shall return or destroy said Confidential Information as directed by the Owner in writing.
- 9.3 Contractor may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent such disclosure is required under law or a court order, provided that the Owner shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

Section 10. Indemnification and Hold Harmless

- 10.1 The Contractor shall defend, indemnify and hold harmless the Owner its elected and appointed officials, employees, agents, and volunteers against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, allegation, claim or judgment, including reasonable attorney's fees and costs, resulting from negligent acts or omissions or willful misconduct of the Contractor, its agents or subcontractors, and the Medical Professionals and Medical Assistants rendering services, including a breach of the Contractor's duties under this Contract.
- 10.2 The terms of the section shall survive any expiration or termination of this Contract.
- 10.3 Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.
- 10.4 The Owner will not be responsible to any injury to Contractor's employees or agents and the Contractor shall indemnify, defend and hold the Owner harmless for any injury to the Contractor's employees or agents.

Section 11. Insurance Provided by Contractor

11.1 <u>Contractors Liability Insurance</u>: It is understood that the Owner does not maintain liability insurance for Contractor and/or its employees or subcontractors. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverage's, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Owner. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:	Combined Single Limit:	\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate
Auto Liability:	Combined Single Limit	\$1,000,000 Per Occurrence

The Yakima County, its agents, employees, authorized volunteers; elected and appointed officials are included as Primary/Non-Contributory additional insureds.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and Yakima County shall be named as an additional insured for such higher limits.

The Contractors' insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the Owner shall be in excess of the Contractor's insurance and shall not contribute to it.

The contractor will provide a Certificate of Insurance to the Owner as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the Owner to terminate the contract.

The contractor shall also maintain workers compensation through the State of Washington.

- 11.2 Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the Owner and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.
- 11.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
- 11.4 The Owner reserves the right to require higher or lower limits where warranted.

Section 12. Change or Notice

- 12.1 Any alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.
- 12.2 In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.
- 12.3 Notice of Business Changes: Contractor shall notify the County in writing within three (3) business days of any change in ownership of the facilities of the successful bidder or of the facilities of any subcontractor. The

successful bidder shall notify the County in writing as soon as possible, and in no event later than three (3) business days, after any decision by the successful bidder to change or discontinue service that will affect services provided to the County under this Contract.

12.4 The Owner shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the Owner, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO OWNERS:		TO CONTRACTOR:
Ed Campbell, YCDOC Director	Sue Ownby, Purchasing Manager	
111 No. Front St.	City of Yakima/Yakima County	
Yakima, WA 98901	129 North 2 nd street	
	Yakima, WA 98901	

Section 13. Maintenance

13.1 Maintenance shall be performed in accordance with the requirements on Page 27, Section V, paragraph h.

Section 14. Suspension of Work

14.1 The Owner may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond the Owner's control are interfering with normal progress of the Service. The Contractor may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond Contractor's control are interfering with normal progress of the Service. The Contractor may suspend Service on the Project in the event the Owner does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the Service shall be extended by the number of days the Service is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate the Service on the suspended portion of Project in accordance with Section XX.

Section 15. Termination

15.1 <u>Termination for Cause</u>: The Owner may terminate the Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate the Contract after providing the Owner ninety (90) calendar days' notice of the Owner's right to cure a failure of the Owner to perform under the terms of the Contract.

Upon the termination of the Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration

15.2 <u>Termination for Convenience</u>: Either party may terminate the Contract at any time, without cause, by providing a written notice; the Owner by providing at least thirty (30) calendar days' notice to the Contractor, and the

Contractor providing at least ninety (90) calendar days' notice to the Owner in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the Owner, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the Owner, the Contractor may be compensated for the actual service hours provided. The Owner shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

15.3 <u>Contract Cancellation</u>: The Owner reserves the right to cancel the Contract in whole or in part without penalty if the Contractor:

- Breaches or defaults an obligation under the Contract;
- Fails to perform any material obligation required under the Contract;
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- Makes an assignment for the benefit of creditors;
- Fails to follow the sales and use tax certification requirements of the State of Washington
- Incurs a delinquent Washington tax liability;
- Becomes a State or Federally debarred Contractor;
- Is excluded from federal procurement and non-procurement Contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- Fails to maintain the confidentiality of the Owner information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
- Contractor performance threatens the health or safety of a City, County or municipal employee
- Change in Funding: If the funds upon which the Owner relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Owner may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

Section 16. Dispute Resolution

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

Section 17. Re-Award

When the contract is terminated by the vendor upon 90 days notice as herein provided, the Owner, may re-award the contract to the next most responsible Proposer.

When a vendor is unable to supply goods and/or services to the Owner and is in breach of the contract, or when the contract is terminated by the Owner for cause as herein provided, the Owner reserves the right to re-award the contract to the next most responsible Proposer.

Section 18. Miscellaneous

- 18.1 <u>Assignment</u>. This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the Owner. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor stated herein.
- 18.2 <u>No Conflict of Interest</u>. Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.
- 18.3 <u>Material Safety Data Sheet</u>. If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 18.4 <u>Force Majeure</u>. Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 18.5 <u>Contract Preservation</u>. If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 18.6 <u>Promotional Advertising / News Releases</u>. Reference to or use of the Owner, any of its departments, agencies or other subunits, or any official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Owner. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 18.7 <u>Time is of the Essence</u>. Timely provision of the services required under this Contract shall be of the essence of the Contract, including the provision of the services within the time agreed or on a date specified herein.
- 18.8 <u>Expansion clause</u>. Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed item/service.
- 18.9 <u>Patent Infringement</u>. The contractor selling to the Owner the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use

of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the Owner (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

- 18.10 <u>Ownership</u>. All material produced as a result of this Contract shall be the exclusive property of the Owner. Additionally, the Owner shall have unrestricted authority to reproduce, distribute, and use any submitted report, template, data, or material, and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of the Contract.
- 18.11 <u>Safety Requirements</u>. All materials, equipment, and supplies provided to the Owner must comply fully with all safety requirements, federal, state and local laws, ordinances, rules, regulations as set forth by the State of Washington RCW's, WAC's and all applicable OSHA Standards.
- 18.12 <u>Warranty</u>. Unless otherwise specifically stated by the Proposer, vendor warrants that all goods and services furnished under this contract are warranted against defects by the Proposer for one (1) year from date of receipt, are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.
- 18.13 <u>Access and Review of Contractor's Facilities</u>. The County may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor's Subcontractor upon request and reasonable notice during the term of the contract and contract renewals/extensions.
- 18.14 <u>Notice of Change in Financial Condition</u>. If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the Owner in writing. Failure to notify the Owner of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.
- 18.15 <u>YCDOC Security</u>. The Owner may prohibit entry to any secure facility, or remove from the YCDOC, a Contract employee who does not perform his/her duties in a professional manner, or who violates the Jail's security rules and procedures. The Owner reserves the right to search any person, property, or article entering its facilities.
- 18.16 <u>Waiver of Breach</u>. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- 18.17 <u>Severability</u>. If any portion of this Contract is changed per mutual agreement or any portion is held invalid, the remainder of the Contract shall remain in full force and effect.
- 18.18 <u>Integration</u>. This Contract, along with Yakima County's RFP C11407P and the Contractor's response to the Request for Proposal ("RFP"), represents the entire understanding of the Owner and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to

those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

- 18.19 <u>Governing Law</u>. This Contract shall be governed by and construed in accordance with the laws of the State of Washington.
- 18.20 <u>Venue</u>. The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Yakima County, Washington.

BOARD OF YAKIMA COUNTY COMMISSIONERS CONTRACTOR:

Kevin J. Bouchey, Chairman

Name, Title

Date:_____

J. Rand Elliott, Commissioners

Michael D. Leita, Commissioner Constituting the Board of County Commissioners for Yakima County, Washington

Date:_____

Attest: Tiera L. Girard

Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

VENDOR QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Proposal. Failure to submit this form fully complete may result in disqualification of Proposal.

VENDOR INFORMATION

Propos	ser's l	_egal Name:				
Compa CEO/Pr Name:	-	dba: (if applicable) nt				
Busines	SS				eral Tin	
License	No.		UBI No.	or El	N No.	
Phone	()		Toll Free Phone	()	
FAX	()		E-Mail Address		
Mailing	Addre	ess				
City				State	Zip + 4	
Physica	al Add	ress				
City				State	Zip + 4	
Name t	he pe	erson to contact for ques	tions concerning this	proposal.		
Name				Title		
Phone	()		Toll Free Phone		
FAX	(E-Mail Address		
Mailing	Addre	ess				
City				State	Zip + 4	
Physica	al Add	ress				
City				State	Zip + 4	

PROPOSER:	VEI	NDOR QUESTIONNAIRE Page 2 of 4
OWNERSHIP		
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	Yes:	No:
Please explain:		
FINANCIAL RESOURCES AND RESPONSIBILIT	Y	
Within the previous five years, has your firm been the debtor of a bankruptcy?	Yes:	No:
Please explain		
Is your firm in the process of or in negotiations toward being sold?	Yes:	No:
Please explain		
Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract?	Yes:	No:
Please explain		
Within the previous five years, has your firm been determined to be a non- responsible bidder for proposer for any government contract?	Yes:	No:
Please explain		
Within the previous five years, has a governmental or private entity terminated your firm's contract prior to contract completion?	Yes:	No:
Please explain		
Within the previous five years, has your firm used any subcontractor to perform work		

on a government contract when that subcontractor had been debarred by a			
governmental agency?	Yes:	No:	
Please explain			

VENDOR QUESTIONNAIRE

Page 3 of 4

DISPUTES			
Within the previous five years, has your firm been the defendant in court on a matter re	lated to	any of the	following?
Payment to subcontractors?	Yes:		No:
Please explain			
Work performance on a contract?	Yes:		No:
Please explain			
Does your firm have outstanding judgment pending against it?	Yes:		No:
Please explain			
Within the providue five years, has your firm been accessed liquidated domages on a			
Within the previous five years, has your firm been assessed liquidated damages on a contract?	Yes:		No;
Please explain			
Has your firm received notice of and/or in litigation about patent infringement for the			
product and/or service that your firm is offering to the county?	Yes;		No:
Please explain			
COMPLIANCE			
Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties of found to have violated any laws, rules, or regulations enforced or administered by a government entity? <i>This does not include owners of stock if your firm is a publicly traded corporation.</i>	Yes:		No;
Please explain			

BUSINESS INTEGRITY			
Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?	Yes:	 No:	
Please explain			
Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?	Yes:	 No:	
Please explain			
Within the previous five years, has our firm or any of its owners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? <i>This does not include Owners of stock if your firm is a publicly traded corporation.</i>	Yes:	 No:	
Please explain			
Vendor Experience and Expertise			
Has VVS been successfully installed and functional in at least 25 facilities, with at least 5 installations being larger than 75 VVS stations and at least 2 installations being larger than 200 VVS stations?	Yes:	 No:	
Please explain			
Has VVS been successfully installed and functional with correctional agencies, having multiple facilities and multiple visitor centers requiring different hours and policies for each facility and visitor center? <i>Please explain</i>	Yes:	 No:	
Does your VVS have multiple current customers where the system is scheduling and managing visits of all types (video, face to face, contact, personal, attorney, etc.) for at least 2,000 inmates per agency?		No:	

PROPOSER REFERENCES

1) Company Name	
$\mathbf{A} = \{\mathbf{b} \in \mathbf{A}, \mathbf{b} \in \mathbf{A}, \mathbf{b} \in \mathbf{A}\}$	
Contact Person	Phone No.
Describe relationship to reference:	
2) Company Name	
Address (include Zip + 4)	
Contact Person	Phone No
Describe relationship to reference:	Phone No.
3) Company Name	
Address (include Zip + 4)	
Contact Person	
Describe relationship to reference:	Phone No