

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
NOTICE TO PROPOSERS No. C11511-P**

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Proposals will be accepted on **Thursday, December 17, 2015 @ 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:

**Electronic Monitoring Equipment and Services for Pretrial Services in Yakima County  
District Court and Superior Court**

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: RFP C11511-P Electronic Monitoring Equipment for Pretrial Services
- (3) 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) Proposals must be in the Office of the Yakima County Commissioners on or before the due date of 11:00 a.m. on Thursday, December 17, 2015 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County procurement functions are now merged.
- (5) Yakima County reserves the right to reject any and all BID's. Yakima County hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Specifications may be seen at the office of the Purchasing Manager, County 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 [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing) Click on Bid Openings.

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

**DONE** this 19<sup>th</sup> day of November 2015.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: November 19, 2015

**YAKIMA COUNTY REQUEST FOR PROPOSAL # C11511-P  
COVER SHEET**



*THIS IS NOT AN ORDER*

RFP Release Date: November 19, 2015

**Proposal Receipt:** Proposal envelope must be sealed and plainly marked with due date, time, and Request for Proposal (RFP) Number **C11511-P**, and the words "DO NOT OPEN" and delivered to the address listed below. **Late proposals will be rejected.** Proposals MUST be date and time stamped on or before the date and time listed below that the proposal is due. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of proposal opening, unless otherwise noted. **Deliver to:**

**Yakima County Courthouse  
Board of Yakima County Commissioners  
Attn: Tiera Girard, Clerk of the Board  
128 North Second Street, Room 232  
Yakima, WA 98901**

**Do not bring your proposal in to the opening room. Proposal must be received and date stamped by the Clerk's Office**

Proposals Must be in the office no later than  
**December 17, 2015 at 2:00:00 PM PST**

Public Opening

Purchasing For:

Yakima County District Court  
128 N 2<sup>nd</sup> Street  
Yakima, WA 98901

PROPOSER'S Name & Address (to be filled out by proposer):

Buyer in charge of this procurement (Contact for further information):

Colleen Bailey, CPPO, Buyer II

Phone

E-Mail Address

(509) 576-6787

[colleen.bailey@yakimawa.gov](mailto:colleen.bailey@yakimawa.gov)

**PROJECT DESCRIPTION SUMMARY**

**Electronic Monitoring Equipment and Services for Yakima County Pretrial Services for Yakima County District Courts and Yakima County Superior Courts**

Enter Prompt Payment Discount: \_\_\_\_\_%net\_\_\_\_\_days

We/I will complete project within \_\_\_\_\_days after receipt of order.

I hereby acknowledge receiving **addendum(a)** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (use as many spaces as addenda received)

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

**Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.**

We will comply with all terms, conditions and specifications required by Yakima County in this Request for Proposal and all terms of our proposal.

Company Name

Company Address

Name of Authorized Company Representative (Type or Print)

Title

Phone ( )

Fax ( )

Signature of Above

Date

Email Address

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## I. DEFINITIONS

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

**“Buyer”** means the contact person listed on page 2 of this document.

**“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 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”** also referred to as Yakima County.

**“Project Manager”** means the individual in 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.

## RFP # C11511-P

### Electronic Monitoring Equipment for Pretrial Services

## II. 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 Electronic Monitoring Equipment and Services for Yakima County Pretrial Services for Yakima County District Court and Yakima County Superior Court. The Yakima County (referred to as "Owner" throughout this document), District Court and Superior Court, as represented by City/County Purchasing, intends to use the results of this solicitation to award a contract for such services.

### B. Scope and Objectives

Yakima County District Court and Superior Courts are requesting proposals for Electronic Monitoring Equipment and Services for Alcohol Monitoring, GPS Tracking, and Electronic Home Monitoring. These will include handheld, wireless, and cellular devices for remote monitoring.

### C. Background and Current Operations

#### ABOUT THE COUNTY

Yakima County is located in South Central Washington State. 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 (93,101). 90% of the state's population is within a 3-hour drive from Yakima.

### 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](http://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. Examining Documents & Facilities**

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

**H. 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                                      |
|---------------------------------------------|--------------------------------------------|
| November 19, 2015                           | RFP Issuance                               |
| December 8, 2015                            | Due date for written questions             |
| December 11, 2015                           | Addenda -Written answers provided (target) |
| <b>December 17, 2015 at 11:00:00 AM PST</b> | <b>Proposals Due</b>                       |

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 post-opening dates.

**I. Contract Term**

See Section 2 of Contract.

**J. 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.

**K. 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".)

**L. 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.

### **III. 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 (1) original (so marked) and two (2) paper copies, 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 proven 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 Sections V.A – V.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 V.C of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

**Tab 6 – Response to Optional Services**

Provide a point-by-point response to each service specified in Section 6 of this RFP. Responses to optional services must be in the same sequence and numbered as they appear in this RFP. State whether you can provide that particular service, or indicate that you cannot offer that particular service and the reason why. The inability to offer any optional services does not disallow proposal.

**Tab 7 - Response to Technical Requirements**

Provide a point-by-point response to each requirement specified in Section VI 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 8– 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 9 – 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 10 - 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.

#### IV. 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, follow 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 | Cost                         | 25         |
|   | <b>TOTAL POSSIBLE POINTS</b> | <b>100</b> |

The cost proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal. The lowest cost 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(s) and the decision to accept the award and approve the resulting contract shall be final.

**F. Offer in Effect for Ninety (90) Days**

A Proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) 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. Reservation:**

The City/County reserves the right to award the contract(s) to the Proposer(s) that it deems to offer the best overall proposal in its sole discretion. The City/County reserves the right to revise the RFP schedule, to revise the RFP and/or to issue amendments to the RFP. The City/County also reserves the right to cancel or to reissue the RFP, in whole or in part, prior to the execution of a contract. The City/County also reserves the right to refrain from contracting with any and all applicants. The release of the RFP does not compel the City/County to enter into any contract pursuant to the RFP.

The City/County reserves the right to correct obvious ambiguities and errors in the Proposer's submittal and to waive non-material irregularities and/or omissions.

**I. 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.

**J. 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.

## V. GENERAL PROPOSAL REQUIREMENTS

The following requirements in Sections V.A. - V.B. are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement in Sections V.A. - V.B. must indicate that the Proposer either “does comply” with the requirement or “does not comply”. 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.

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 Electronic Monitoring Equipment for Courts. Staff involved within the scope of this project must have at least three (3) years of experience in Electronic Monitoring Equipment for Courts.

### B. **Mandatory Contract Performance Requirements**

1. Handheld, wireless, cellular device for remote alcohol monitoring. The device must obtain the participant’s BAC and location and take a picture during the breath test to verify identity.
2. GPS tracking system. Device attached around an enrollee’s ankle.
3. Transdermal (continuous) alcohol monitoring system. Device attached around an enrollee’s ankle.
4. Electronic Home Monitoring. Device attached around an enrollee’s ankle.

### 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.

1. **Organizational Capabilities:**  
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.

2. Staff Qualifications:

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.

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.

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.

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.

Staff employed by your agency must conduct themselves in a professional and ethical manner at all times.

Any changes in certification status with the State of Washington must be immediately reported to Yakima County Pretrial Services.

3. 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.

4. Financial Capability to perform contract

Proposer shall submit a current Financial Review or Compilation Report 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 Proposer Questionnaire Form on page 34 and submit it in accordance with Section III.B.



## VI. TECHNICAL REQUIREMENTS

### **Contractor Responsibilities, Features and Functionalities Response Requirements**

The Respondents must provide a detailed description of each major component of their proposed system. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Proposers 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 system 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 proposer 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 or 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 systems Analysis Committee to better understand the proposal and make a more enlightened decision.

**A. For the following sections and considering the Owner’s mission, objectives, challenges and broader vision as identified in this RFP and its attachments, Proposer shall explain in detail the process and procedure for the following:**

1. Handheld, wireless, cellular device for remote alcohol monitoring. The device must obtain the participant’s BAC and location and take a picture during the breath test to verify identity.
  - a. The selected company must install, monitor, calibrate and service the device. They must report on a daily basis, any and all installations, removals, and non-compliant violations by phone or email including, but not limited to:
    - i. Failure to take any test
    - ii. Any test with a breath alcohol concentration of 0.025 or higher

- iii. Failure to pass any retest with a breath alcohol concentration of 0.025 or lower unless a subsequent test performed within ten minutes registers a breath alcohol concentration lower than 0.025, and the digital image confirms the same person provided both samples;
  - iv. Any attempt to alter or tamper with the equipment
- b. The testing schedule must be fully customizable and at the discretion of Yakima County Pretrial Services staff.
- c. The selected company must be willing to invoice the Yakima County District Court for the monthly lease cost of the device and any other associated fees.

2. GPS tracking system. Device attached around an enrollee's ankle.

- a. The selected company must install, monitor and service the device. They must report on a daily basis, any and all installations, removals and non-compliant violations by phone or e-mail.
- b. The selected company must be able to detect and report any sign of tampering.
- c. Must use cellular technology and not require a land line to operate
- d. Must monitor enrollees in active, passive or hybrid modes without changing equipment
- e. Must allow Yakima County Pretrial Services to set up exclusion zones
- f. Must allow Yakima County Pretrial Services to immediately locate the enrollee
- g. The selected company must be willing to invoice the Yakima County District Court for the lease cost of the device and any other associated fees.
- h. All agencies must report on a daily basis, any and all installations, removals, and non-compliant violations including but not limited to:
  - i. Failure to abide by imposed curfew
  - ii. Entering into any exclusion zone
  - iii. Evidence of violation of no contact order prohibitions
  - iv. Leaving residence outside of approved time out
  - v. Any attempt to alter or tamper with the equipment

3. Transdermal (continuous) alcohol monitoring system. Device attached around an enrollee's ankle.

- a. The selected company must install, monitor and service the device. They must report on a daily basis, any and all installations, removals and non-compliant violations by phone or email.

- b. The selected company must be willing to invoice the Yakima County District Court for the lease cost of the device and any other associated fees.
- c. The selected company must be able to detect and report any sign of tampering.
- d. Must use cellular technology and not require a land line to operate

4. Electronic Home Monitoring. Device attached around an enrollee's ankle.

- a. The selected company must install, monitor and service the device. They must report on a daily basis, any and all installations, removals and non-compliant violations by phone or email.
- b. The selected company must be willing to invoice the Yakima County District Court for the lease cost of the device and any other associated fees.
- c. The selected company must be able to detect and report any sign of tampering.
- d. Must use cellular technology and not require a land line to operate.
- e. All agencies must report on a daily basis, any and all installations, removals, and non-compliant violations including but not limited to:
  - i. Failure to abide by imposed curfew
  - ii. Entering into any exclusion zone
  - iii. Evidence of violation of no contact order prohibitions
  - iv. Leaving residence outside of approved time out
  - v. Any attempt to alter or tamper with the equipment

**B. Generally describe the approach and methodology used to accomplish the specific work and functions**

**C. Describe how the approach will best accomplish the Owner's objectives as described in this RFP, namely Sections 1 through 4.**

## **VII. COST PROPOSAL**

**A. General Instructions for Preparing Cost Proposals**

Proposer must submit a cost 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.

**B. Pricing and Discount**

The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts.

1. Unit prices shown on the proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the proposal evaluation and contract administration.

2. Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for twelve (12) months from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in proposal documents and contracts or agreements.

3. In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30) days.

**C. Price Clarifications**

The Owner reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

## **VIII. GENERAL TERMS AND CONDITIONS**

The Owner intends to incorporate the following General Terms and Conditions into any contract negotiated as a result of this RFP. Refer to the attached "Purchased Services Contract" for specific Terms and Conditions. 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. 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.

**H. 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. The County may make a multiple award of this contract.

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.

**I. 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.

**J. 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.

**K. 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 DESIGN 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.

**IX. SAMPLE CONTRACT**

**TO BE COMPLETED  
AFTER AWARD –  
EXHIBIT “A”**

*For:*

*Electronic Monitoring Equipment for Pretrial Services for Yakima County  
District Court and Yakima County Superior Court*

*for:*

**PROPOSAL NO. C11511-P**

**YAKIMA, WASHINGTON**



## **ELECTRONIC MONITORING EQUIPMENT AND SERVICES AGREEMENT**

THIS ELECTRONIC MONITORING EQUIPMENT AND SERVICES FOR YAKIMA COUNTY PRETRIAL SERVICES AGREEMENT, hereinafter "Agreement", is made and entered into by and between Yakima County Courts, Yakima, a Washington State municipal corporation, hereinafter the "County", and \_\_\_\_\_, hereinafter "CONTRACTOR".

WHEREAS, the County needs offender monitoring equipment and services to the following County agencies: the Yakima County District Court, and Yakima County Superior Court.

WHEREAS, CONTRACTOR has experience and expertise regarding said electronic monitoring equipment and services, and agrees to perform these services for the County under the terms and conditions set forth in this Agreement.

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

**1. Definitions/Interpretation**

For the purposes of this Contract and any additional instruments that may become a part of this Contract, the terms "contractor", "proposer", and "vendor" shall be interchangeable. The terms "buyer", "purchaser", "procuring agency", "Owner", "Yakima County", and "County" shall be interchangeable.

**2. Contract Documents**

The Yakima County Request for Proposals No. C11511-P and the Contractor's proposal (to the extent consistent with the County's documents) and any addenda are hereby incorporated herein by this reference. Specific federal and state laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. This Contract is on file in the Purchasing Office, 129 No. 2<sup>nd</sup> St., Yakima, Washington, 98901.

**3. Term of Agreement**

The period of this contract shall be for a period of one year from its effective date. The County 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 thirty (30) 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 County provides advance written 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. Price adjustment requests will only be reviewed and negotiated during annual contract renewal. If no request is made for a price adjustment, the contract renewal at the existing compensation value shall be automatic.

**4. License and Bonding Requirements**

Contractor represents that it is licensed and bonded and shall remain as licensed and bonded during the term of this Agreement in accordance with and as required by RCW 19.16.110 and RCW 19.16.190 respectively. If

applicable, successful Coordinator 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 County 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.

**5. Status of CONTRACTOR**

CONTRACTOR and the County understand and expressly agree that CONTRACTOR is an independent contractor in the performance of each and every part of this Agreement. CONTRACTOR and its officers, employees, agents, instructors, and subcontractors shall make no claim of County employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

**6. Taxes and Assessments**

CONTRACTOR shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the County is assessed a tax or assessment as a result of this Agreement, CONTRACTOR shall pay the same before it becomes due.

**7. Nondiscrimination Provision**

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.

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.

**8. The Americans With Disabilities Act:** With regard to the services to be performed pursuant to this Agreement, Coordinator 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.

**9. Compliance With Law**

CONTRACTOR agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

**10. No Insurance provided by County**

It is understood the County does not maintain liability insurance for CONTRACTOR and/or its officers, employees, agents and/or subcontractors.

**11. Indemnification and Hold Harmless**

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.

The terms of the Section shall survive any expiration or termination of this Contract.

Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

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.

**12. Insurance Provided by Contractor**

**Indemnity/Contractor's Liability Insurance:**

A. The Service Provider agrees to indemnify and save harmless the County, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, resulting from or occurring in connection with the performance or any service hereunder.

B. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

C. Contractors Liability Insurance: 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, 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 City of Yakima/Yakima County. The requirements contained herein, as well as City of Yakima/Yakima County'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 City of Yakima/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 City of Yakima/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 County 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 County 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 County to terminate the contract.

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

D. 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 County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by 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.

E. 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 County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

**13. Assignment**

This Agreement, 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 County. 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 as stated herein.

**14. Severability**

If any portion of the Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

**15. Integration and Supersession**

This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

**16. Non-Waiver**

The waiver by CONTRACTOR or the County of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

**17. Termination**

- A. Termination for Convenience. The County may terminate this Contract, in whole or in part, at any time by thirty (30) calendar days written notice to the Contractor. The Contractor shall be compensated in accordance with the terms of this Contract up to the effective date of termination. Upon termination the Contractor shall return all unresolved files, documents, and records previously provided to Contractor by the County to the County in the same form as they were provided.
  
- B. Termination for Default. If the Contractor fails to comply with any provision of this Contract, the County may terminate this Contract for default without notice. Termination for default shall be effected by delivering a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be compensated for services performed in accordance with the manner of performance set forth in this Contract subject to setoff for damages caused to the County. If, after termination for default, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County. Upon termination the Contractor shall return all unresolved files, documents, and records previously provided to Contractor by the County to the County in the same form as they were provided.
  
- C. Opportunity to Cure. The County in its sole discretion may, in the case of termination for default, allow the Contractor thirty (30) days, in which to cure the defect of service. In such case, the notice of termination will state the nature of the default, the time period in which cure is permitted, and other appropriate conditions. If the Contractor fails to remedy to the County's satisfaction the default of any of the terms, covenants, or conditions of this Contract within the stated period of time for remedy, the County may terminate this Contract without any further obligation to the Contractor.

D. Waiver of Remedies for any Breach. In the event the County elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by County shall not limit County's legal remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

E. Remedies. A termination for convenience or default shall not in any way operate to preclude the County from pursuing all other available legal remedies against the Contractor and its sureties for default or breach of this Contract.

F. Contractor's Right to Terminate. The Contractor may terminate this Contract, in whole, for any reason upon thirty (30) calendar days written notice to the County.

**18. Resolution Of Disputes Or Breaches**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Yakima County Purchasing Manager. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County Courts. In connection with said appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract while matters in dispute are being resolved. The final decision of the County Courts shall be binding upon the Contractor and the Contractor shall abide by the decision. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**19. Survival**

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

**20. Notices**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To County:

Colleen Bailey  
Buyer II  
Yakima City Hall  
129 North Second Street  
Yakima, WA 98901

To Service Provider:

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

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**21. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**22. Venue**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Yakima. This Agreement shall be governed by the laws of the State of Washington.

**23. Contract Execution:**

(Electronic Monitoring Equipment and Services for Pretrial Services C11511-P)

DONE this \_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
Kevin Roy, District Court Presiding Judge

\_\_\_\_\_  
Therese Murphy, District Court & Probation Services Manager

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**X. PROPOSER 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.**

**PROPOSER INFORMATION**

**Proposer's Legal Name:** \_\_\_\_\_

**Company's dba:** (if applicable) \_\_\_\_\_

CEO/President Name: \_\_\_\_\_

Business License No. \_\_\_\_\_ UBI No. \_\_\_\_\_ Federal EIN No. \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

**Name the person to contact for questions concerning this proposal.**

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

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_



PROPOSER: \_\_\_\_\_

**PROPOSER QUESTIONNAIRE**

**OWNERSHIP**

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain:* \_\_\_\_\_

**FINANCIAL RESOURCES AND RESPONSIBILITY**

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 a proposal 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* \_\_\_\_\_

**DISPUTES**

Within the previous five years, has your firm been the defendant in court on a matter related 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 any outstanding judgments pending against it? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

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 or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? 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 your firm or any of its owners, partners 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? *This does not include Owners of stock if your firm is a publicly traded corporation.*

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

*Please explain* \_\_\_\_\_

**PROPOSER REFERENCES**

**1) Company Name** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Describe experience with reference  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2) Company Name** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Describe experience with reference  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3) Company Name** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Describe experience with reference  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XI. PRICING FORM**

**Pricing Form**

**REQUEST FOR PROPOSAL -- NOT AN ORDER**

PROPOSAL NO. C11511-P

YAKIMA COUNTY

PLEASE QUOTE ON THIS FORM.

PURCHASING DIVISION

RETURN MARKED "NO BID"

DATE December 17, 2015

129 NO. 2ND STREET

IF YOU CANNOT QUOTE,

YAKIMA, WASHINGTON 98901

AND REASON IN ORDER TO

PHONE 575-6093

REMAIN ON VENDOR LIST.

PROPOSER \_\_\_\_\_

ADDRESS \_\_\_\_\_

PROPOSALS WILL BE RECEIVED

UNTIL 11:00 AM, December 17, 2015

**TO PROPOSER:**

PLEASE PROPOSE YOUR LOWEST PRICE, BEST DELIVERY DATE, AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. QUOTE ON EACH ITEM SEPARATELY AND EXTEND NET UNIT PRICES. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 90 CALENDAR DAYS.

| SYSTEM COSTS - PRICE SHEET                                                                                                                                                                                                                                |     |                                                                   |                                                                                                                                                         |       |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|
| <p><b>The proposer shall fill in pricing for each item listed below.</b> The total of the items shall be utilized in evaluating the Cost of the proposal. Items and quantity ordered during the term of this contract will be based upon actual need.</p> |     |                                                                   |                                                                                                                                                         |       |            |
| Category 1                                                                                                                                                                                                                                                |     |                                                                   |                                                                                                                                                         |       |            |
| ITEM NO.                                                                                                                                                                                                                                                  | QTY | UNIT                                                              | DESCRIPTION                                                                                                                                             | UNIT  | DAILY RATE |
| 1                                                                                                                                                                                                                                                         | 1-  | Handheld, wireless, cellular device for remote alcohol monitoring | The device must obtain the participant's BAC and location and take a picture during the breath test to verify identity.<br>Equipment/Unit (when in use) | _____ | \$ _____   |
|                                                                                                                                                                                                                                                           |     |                                                                   | Monitoring Service/Unit                                                                                                                                 | _____ | \$ _____   |
| Category 2                                                                                                                                                                                                                                                |     |                                                                   |                                                                                                                                                         |       |            |
| 2                                                                                                                                                                                                                                                         | 1-  | GPS Tracking System                                               | Device attached around an enrollee's ankle.<br>Equipment/Unit (when in use)                                                                             | _____ | \$ _____   |

|                                                                                                                                                                        |    |                                                          |                                                                             |                 |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------|-----------------------------------------------------------------------------|-----------------|-----------------|
|                                                                                                                                                                        |    |                                                          |                                                                             |                 |                 |
|                                                                                                                                                                        |    |                                                          | Monitoring Service/Unit                                                     | _____           | \$ _____        |
| <b>Category 3</b>                                                                                                                                                      |    |                                                          |                                                                             |                 |                 |
| 3                                                                                                                                                                      | 1- | Transdermal<br>(continuous) alcohol<br>Monitoring System | Device attached around an enrollee's ankle.<br>Equipment/Unit (when in use) | _____           | \$ _____        |
|                                                                                                                                                                        |    |                                                          | Monitoring Service/Unit                                                     | _____           | \$ _____        |
| <b>Category 4</b>                                                                                                                                                      |    |                                                          |                                                                             |                 |                 |
| 4                                                                                                                                                                      | 1- | Electronic<br>Home/Curfew<br>Monitoring System           | Device attached around an enrollee's ankle.<br>Equipment/Unit (when in use) | _____           | \$ _____        |
|                                                                                                                                                                        |    |                                                          | Monitoring Service/Unit                                                     | _____           | \$ _____        |
| <b>Category 5</b>                                                                                                                                                      |    |                                                          |                                                                             |                 |                 |
| 5.                                                                                                                                                                     |    | Installation Fees                                        | Any installation fees on the above four<br>categories?<br>Per unit/Person   | _____           | \$ _____        |
|                                                                                                                                                                        |    |                                                          | FREIGHT F.O.B. Destination: Yakima, WA:                                     | <b>Included</b> | <b>Included</b> |
|                                                                                                                                                                        |    |                                                          | SUBTOTAL:                                                                   |                 |                 |
|                                                                                                                                                                        |    |                                                          | TAX AT 8.2%:                                                                |                 |                 |
|                                                                                                                                                                        |    |                                                          | GRAND TOTAL:                                                                |                 |                 |
| Percentage discount off the manufacturer's list price for future purchases of similar software, hardware, peripheral equipment, accessories, and services: _____ % off |    |                                                          |                                                                             |                 |                 |

## **XII. REQUIRED FORMS**

The following forms shall be completed and submitted with the Proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

- A. Cover Letter (Page 2)**
- B. Proposer Information**
- C. Proposer References**
- D. Price Form**