

THURSTON COUNTY, WASHINGTON

**INMATE TELEPHONE SYSTEM and
VIDEO VISITATION SYSTEM**

REQUEST FOR PROPOSAL



July 29, 2020

**2000 Lakeridge Drive SW
Olympia, WA 98502**

1.0 Introduction and Schedule of Events

1.1.0 Introduction

1.1.1 Purpose of RFP

This Request for Proposal (RFP) announces the intent of Thurston County to consider contracting for an Inmate Telephone System and Video Visitation System. These systems will be used at the following locations:

Thurston County Corrections Facility located at 3491 Ferguson Street SW,
Tumwater, Washington 98512.

Thurston County Corrections Annex located at 3013 Ferguson Lane, SW,
Tumwater, Washington 98512

Contractor shall be responsible for installing and maintaining service in any new, expanded or existing Thurston County Sheriff's Office corrections facility as may be required.

The average daily population for 2019 was 406 which includes:

General Population	325.0
Work Release	58.8
Contract Housing	11.7
Electronic Monitoring	9.1
Day Jail	-
Day Reporting	1.6

1.1.2 Scope of RFP

This RFP contains the instructions governing the requirements for a complete Proposal to be submitted by interested Vendors, the format in which Proposal information is to be submitted, the material to be included therein, the requirements which must be met, and Vendor's responsibilities before and after installation.

1.1.3 Issuing Office

The Issuing Office and mailing address is:

Thurston County Sheriff's Office
Corrections Facility
2000 Lakeridge Drive SW, Bldg. 3
Olympia, WA 98502
Phone: (360) 709-5932

1.1.4 County Contact

The County contact person to send proposals, procedural questions and copies of protests is:

Jen McAneney
 Corrections Bureau Staff Assistant
 Thurston County Sheriff's Office
 Mailing address:
 2000 Lakeridge Drive SW, Bldg. 3
 Olympia, WA 98502

Physical address for deliveries only:
 3491 Ferguson Street SW
 Tumwater, WA 98502

Phone: (360) 709-5932
 Fax: (360) 357-2480
 E-Mail: jen.mcaneney@co.thurston.wa.us

The County contact person for questions on functional requirements or other technical information is:

Jen McAneney
 Corrections Bureau Staff Assistant
 Thurston County Sheriff's Office
 2000 Lakeridge Drive SW, Bldg. 3
 Olympia, WA 98502
 Phone:(360) 709-5932
 Fax: (360) 357-2480
 E-mail: jen.mcaneney@co.thurston.wa.us

1.1.5 Current inmate telephone/video visitation system:

Corrections Facility:

There are currently 41 phones, 18 mounted visit tablets, 2 kiosks, 44 tablets, 2 Video Relay tablets, 2 portable phones, 4 visit tablets mounted to roll around cart and 30 local dial tone lines servicing the Thurston County Corrections Facility.

The following provides call information for 2019:

Category	Total # of Calls	Total # of Minutes
Local	99,849	618,413
Intra-Lata	40,164	265,971
Inter-Lata	17,356	110,339
Inter-State	17,794	135,059
International	253	856
Total	175,416	1,130,639

Tablet Usage Type	Total Usage	Usage Type
Free	389,934	Minutes
Law Library	85,569	Minutes

Tablet Usage Type	Total Usage	Usage Type
Promotional	1,403,808	Minutes
Purple VRS	1,125	Minutes
Standard	1,159,385	Minutes
VVS Free	25,904	Minutes
VVS Paid	182,729	Minutes
Messages Received	86,931	Messages
Messages Sent	138,526	Messages

In general, inmates have access to telephones from 8:00 a.m. to 10:00 p.m. daily (some housing units have 24 hour usage), except during meal periods and shift changes or lockdowns. In general, inmates have access to video visitation from 9:00 a.m. to 9:00 p.m. daily. All phones and visitation stations are in high use.

1.1.6 Proposed Schedule of Events

Event	Date
Distribution of RFP	July 29, 2020
Proposal Due	August 18, 2020, 5:00pm
*Functional Demonstrations	September 15-17, 2020
Contract Commencement	January 1, 2021

The County reserves the right to adjust this schedule as necessary.

*Respondents considered by the County to be “finalists” will be required to demonstrate the functional requirements of their offered inmate telephone system and video visitation system. Failure to satisfactorily demonstrate the proposed systems may result in the rejection of the Proposal.

The entire mandatory “inmate telephone system” and “video visitation system” functional requirements must be demonstrated at the scheduled functional demonstration.

A functional demonstration will be held during the week of September 15-17, 2020 for all finalist Vendors meeting the requirements of the RFP. Each Respondent should pre-estimate to the County the time requirements of their functional demonstration. Each Respondent will be notified in writing or by e-mail of their specific scheduled time for the demonstration during the week of September 15-17, 2020. All costs incurred by the Respondent to prepare and attend the functional demonstration will be the responsibility of the Respondent.

1.2.0 Rules Governing Competition

1.2.1 Introduction

This RFP, the evaluation of responses, and the award of any resultant contract shall be made, as

relevant in conformance with current County procurement procedures set forth in the Thurston County “Administrative Manual.”

1.2.2 Vendor Examination of this RFP

Vendors shall carefully examine this entire RFP; any addenda thereto; all related materials and data referenced in this RFP or otherwise available and shall become fully aware of the nature and location of the installation, the quantities of the installation equipment, and the conditions to be encountered in performing the installation.

If Vendors discover any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the County of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to the section of this RFP entitled “Addenda to RFP” (see below). Clarifications shall be given by written notice to all parties who have been furnished an RFP, without divulging the source of the request for same.

If a Vendor fails to notify the County a minimum of two weeks in advance of the Proposal Submission date of an error in the RFP known to the Vendor, or an error that reasonably should have been known to the Vendor, the Vendor shall submit a Proposal at the Vendor’s own risk, and if awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

1.2.3 Addenda to RFP

The County may modify this RFP no later than two (2) weeks prior to the Proposal Submittal date, by issuance of one or more addenda to all parties who have been furnished the RFP.

1.2.4 Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on the conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Detailed instructions for the format and content of submitted proposals are outlined in “Proposal Format” in Section 1.3.0

1.2.5 Standardization of Terms

Everything constituting the Proposal and all documents contained herein shall be written in the English language.

1.2.6 Vendor’s Costs

Costs for developing Proposals are entirely the responsibility of the Vendor and shall not be chargeable to the County.

1.2.7 Completion of the Proposal

Vendor Proposals shall be completed in all respects as required in the “Proposal Format” section

of this RFP. The final Proposal shall contain all required cost information. Each unit of equipment, unit price, total prices, and lump sum price items must be stated in clearly legible figures.

1.2.8 False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in their evaluation of the Proposal, and the attribute, condition, or capability is a requirement of the RFP, the Proposal shall be rejected.

1.2.9 Vendor Representative's Signature

The Proposal shall be signed by an individual who is authorized to bind the vending firm contractually. The signature must indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of a corporate officer for signature validation by the County.

A Proposal may be signed by an agent of the Vendor only if he/she is an officer of a corporation the Vendor has authorized to sign contracts on its behalf, a member of a partnership Vendor, or is properly authorized by a power of attorney or equivalent document submitted to the County prior to the submission of Proposals or with the Proposal. The name and title of the individual signing the Proposal must be typed immediately below the signature.

Any unsigned Proposal will be rejected.

1.2.10 MRSC Roster Directory

All vendors must be on the MRSC Roster Directory for Thurston County. Vendors may register at: <https://mrscrosters.org/>

1.2.11 Delivery to County

Mail or deliver written Proposals to Jen McAneney at the address listed in section 1.1.4 of this RFP. No telegraphic, telephone, or facsimile Proposals will be accepted. If mailed, the Vendor should use receipted mail. If using a delivery service such as FedEx, please use the Ferguson Street address reference in Section 1.1.1 for the Thurston County Corrections Facility.

It is the Vendor's responsibility to insure that Proposals are received on time.

All envelopes or packages shall be clearly marked on the outside with Vendor's company name, and "Inmate Telephone System and Video Visitation RFP-2020". Each Proposal will be date and time marked as it is received by the County.

Proposals must be received in the number of copies stated in "Proposal Format" of this RFP no later than 5:00 P.M. Pacific time on *August 18, 2020*. One copy of the Proposal must be clearly marked "Master Copy." All copies of the Proposal must be plainly marked "**Confidential Proposal In Response to "Inmate Telephone System and Video Visitation System RFP-2020" and "Due on August 18, 2020".**" Proposals submitted under improperly marked covers

may be rejected. If discrepancies between two or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not so rejected, the master copy will provide the basis for resolving such discrepancies.

1.2.12 Withdrawal, Resubmission, or Modification of Proposals

A Vendor may withdraw the Vendor's final Proposal at any time prior to 5:00 pm on August 18, 2020 by submitting a written request for its withdrawal to the county contact as set forth in section 1.1.4, signed by the Vendor or authorized agent, as defined above. The Vendor may thereafter submit a new or modified Proposal prior to 5:00 pm on August 18, 2020. Modification offered in any other manner, oral or written, will not be considered.

1.2.13 Acceptance and Rejection of Proposals

Thurston County reserves the right:

- to award Proposals received on the basis of individual items, or groups of items, or on the entire list of items;
- to reject any or all Proposals, or any part thereof;
- to accept the Proposal that is in the best interest of the County.

The County reserves the right to refuse all proposals based on budgetary constraints.

Thurston County's decision shall be final. The County's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Vendor from full compliance with its specifications if the Vendor is awarded the contract.

1.2.14 Disposition of Vendor-Submitted Material

All materials submitted in response to this RFP will become the property of the County and may be returned only at the County's option and at the Vendor's expense. The master copy shall be retained for official files and will become a public record.

1.2.15 Term of the Proposed Contract

The contract resulting from this Request for Proposal shall be for one year period beginning January 1, 2021 and continuing through December 31, 2021. The contract may be extended for (4) one year terms. See "**Attachment A – Contract Template**" in this RFP.

1.3.0 Proposal Format

1.3.1 Introduction

These instructions prescribe the mandatory Proposal format and the approach for the development and presentation of Proposal data. Proposal format instructions must be adhered to, all questions must be answered, and all requested data must be supplied.

All information shall be typewritten. Mistakes may be crossed out and corrections inserted before submission of the Proposal. Corrections shall be initialed in ink by the person signing the Proposal. If additional space is required, then attachment sheets following the same format as

the worksheets must be added.

The Vendor must submit an original “master copy” of the proposal and (4) copies.

1.3.2 Cover Letter

The Proposal must be signed with the Vendor representative’s signature, as described in “Vendor Representative’s signature” section 1.2.9 of this RFP.

1.3.3 Response to Requirements

The Vendor’s proposal shall incorporate section “**Attachment B – System Requirements**” of this RFP with the appropriate “Response Code” circled. In addition, the vendor shall include a list of any items that do not comply with the specifications, including details of any substitutions or deviations from the specifications. If a list is not provided, it shall be assumed all specifications have been met. Bids which include substitutions or deviations from the specifications, but which fail to include a listing of these substitutions or deviations, shall be considered as non-responsive. The County retains sole discretion to determine whether any listed substitution or deviation will achieve at least equal results or performance as the item or provision for which the substitution or deviation is proposed.

All proposals shall be on 8-1/2” x 11” paper. The proposal submitted should not exceed 35 pages. Other attachments may be included with no guarantee of review.

1.3.4 System Literature

Literature required to substantiate the Vendor’s response to any requirements listed in this RFP must be provided. Other applicable Vendor literature describing the proposed system may be included at the Vendor’s option.

1.3.5 Maintenance and Installation Literature

All Vendor literature describing maintenance and installation procedures that must be performed by the County must be included.

1.3.6 Other Literature

Any other literature which the Vendor deems applicable to this Proposal may be included.

1.3.7 Cost Proposal

Vendor must provide a comprehensive service program at no cost to the county including the cost of replacing faulty or damaged equipment.

The County shall be the sole arbiter in the determination of equality and reserves the right to reject any bids and accept the bid or bids which in their sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

1.3.8 Purchase Costs

Vendor shall provide an inmate telephone system and video visitation system at no cost to the County.

The County will use the equipment 24 hours per day, 7 days per week; therefore, proposal must allow for unlimited use of equipment.

1.3.9 Technical Support Costs

Technical support shall be provided at no cost to the County. Provide a specific list of the services that will be provided and will not be provided.

1.3.10 Installation Costs

The Vendor shall be responsible for all installation costs.

1.3.11 Documentation and Training Costs

The Vendor shall provide initial staff training for all Corrections Facility staff immediately after installation. The Vendor shall provide a training plan. Please include responses to “**Attachment D – Training Package**” in the proposal.

1.3.12 Other Costs

All other costs shall be the responsibility of the Vendor.

1.3.13 Evaluation and Selection Process

This section explains the general conduct of the evaluation process and the process for selection of the best vendor proposal.

Each proposal will be evaluated to determine the Vendor’s responsiveness to Thurston County’s needs. During the evaluation, validation, and selection process, the County may desire to contact a Vendor’s representative for answering specific questions, orally and/or in writing. More than one such representative should be readily available, especially if different areas of specialization need to be consulted.

1.4.0 General

The evaluator(s) may obtain and use information, in addition to that contained in the Proposal, from any source desired. This includes customers of the Vendors regardless of whether the references were supplied by the Vendors or not.

1.4.1 Proposal Opening

Proposals must be received by 5:00 p.m. on August 18, 2020. Proposals will be opened at 9:00 a.m. on August 19, 2020 in the Thurston County Corrections Facility Conference Room.

All price proposals shall be separated from all other information furnished. Cost proposals will

not be considered if the Vendor does not meet all other requirements of the RFP. If during the evaluation process it is determined that additional capabilities are required and the Vendor chooses to modify their proposal to satisfy these additional requirements, all vendors will be allowed to revise their cost proposal accordingly.

1.4.2 Evaluation Process/Validation Against Requirements

The County has established certain requirements with respect to proposals to be submitted by prospective Vendors. Vendors will need to complete “**Attachment B – System Requirements**” and include in the proposal.

A vendor that meets more of these conditions than other vendors will have a proportionally greater total score for their proposal.

There will be a four-stage selection process:

1. Vendors will be scored according to the “Response Codes” listed in “**Attachment B - System Requirements**” of this RFP.
2. The County will evaluate and determine which vendors from the “Response Codes” will be invited to the Functional Demonstration.
3. The County will further evaluate those vendors after the Functional Demonstration and make necessary reference checks or site visits.
4. Customers on each Vendors customer list and any other customer the County may select will be contacted (see section 1.4.4)

The selected Vendor will be the Respondent which, in the judgment of the County, proposes the best overall Inmate Telephone System and Video Visitation System that meets the requirements of the County and is cost-effective.

Among the factors the County may consider in selection of a Proposal are:

- Proposal’s responsiveness to the Inmate Telephone System and Video Visitation System requirements.
- Proposal’s rates.
- Customer support and post-installation maintenance.
- Amount of commission.
- County’s judgment of vendor’s capacity and skill to accomplish the desired project results within the planned project calendar.
- Customers and references of the Vendor.
- Functional demonstrations.
- System documentation and user training.
- The number and scope of conditions to the Proposal.

The County reserves rights to reject all proposals if (in the judgment of the County) none of the proposals satisfactorily meet the County’s needs and selection criteria.

1.4.3 Correction of Errors

If material or substantive errors are found in a Proposal, the County may reject the Proposal. The County may, at its sole option, correct arithmetic or transposition errors on the basis that the lowest level of detail will prevail in any discrepancy. The total price of unit price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item. Similarly, errors of summarization, in which summary totaled do not correspond to an arithmetical addition of the component parts, will be corrected by altering such summary total.

In the event of a discrepancy between the quantities cited in the narrative description and proposed contract quantities and information submitted for evaluation purposes, the quantities cited in the narrative shall govern and extensions and summarizations shall be recomputed accordingly.

1.4.4 Customer List Evaluations

Customers on each Vendor's customer list (and any other customers the County may select) will be contacted. The customers will be interviewed in a least four areas including installation dates, system performance, maintenance, and effectiveness of Vendor personnel. The majority of the customers must respond positively in order to be successful in this portion of the evaluation.

1.4.5 Cost Analysis & Adjustment for Mathematical Errors

Proposals will be checked for mathematical accuracy. Adjustments will be made, if necessary, in accordance with the procedures described in "Correction of Errors" in Section 1.4.3 of this RFP. Only those cost adjustments for which a procedure or methodology is described in this RFP will be made.

1.4.6 Selection

The Vendor selected will be the Vendor which proposes the best overall solution that meets the requirements of Thurston County. The final selection will be based upon a combination of the following:

1. Conformance to the Rules Governing Competition Section 1.2.0 as set forth in this RFP.
2. Responsiveness to the specification and requirements of this RFP by the vendor's written proposal.
3. Vendor's successful experience with comparable systems installation and support.
4. Rate analysis of the proposed system.
5. County budget constraints.
6. Amount of commission.

1.4.7 Notification of Selection & Award of Contract

Award of contract shall be to the Vendor providing the best overall solution to the requirements of this RFP. The successful Vendor will be selected in accordance with the "Evaluation Process" section 1.3.13 and 1.4.2 of this RFP and based upon the proposal which complies with all the requirements of the RFP documents, except for such immaterial deviations as may be waived by

the County. Notification of the contract award will be made by letter or e-mail to all respondents.

1.4.8 Service Provider Employee Screening and Security:

- a. The Thurston County Correctional Facility requires all employees of all Service Providers entering the facility to be subjected to a Criminal Background Check. The background check for all Service Providers' employees will be administered by the Thurston County Sheriff's Office (TCSO). The Service Provider will make any and all information needed available to the TCSO to complete required background checks.
- b. Any sub-Service Providers, if authorized by the Jail Administrator or designee, must also pass a background check.
- c. The Jail Administrator or designee shall have the sole right, at any time, to reject any such employee who it determines, in its sole discretion, poses a risk or potential risk to the security or operations of the Thurston County Correctional Facility.
- d. Any sub-service Providers must sign a waiver of liability.

1.5.0 Requirements: Installation

System installation shall be considered complete by the County only when, with the system in place, a full set of acceptance and integration tests has been conducted jointly by the Vendor and the County which demonstrates that all components are functioning, individually and collectively, in accordance with the contract.

1.5.1 Delivery and Installation

The successful Vendor shall deliver all the equipment to the location specified herein. The Vendor shall be responsible for all costs to ship and transfer the equipment supplied. All equipment shall be properly packaged or otherwise protected during shipment. The Vendor shall unpack, set in place, and install at no cost to the County the equipment supplied. The County has no warehouse facility to store partial shipments, pending installations.

1.5.2 Certification of System Readiness

Each phased component of the system must be certified by the Vendor as ready for an acceptance period by the agreed upon date. Such certification must be in writing and presented to the County's Project Manager.

1.5.3 Conversion of Existing County Facilities

All changes required to current County equipment and software to enable installation for the proposed equipment must be identified by the Vendor.

1.5.4 System Acceptance

The successful Vendor shall be required to meet Thurston County's standard of performance, as specified in the following, for the system installation:

1. If the equipment performs as required by the County for a period of 30 consecutive days from the commencement date of the performance period, it shall be deemed to have met the County's standard of performance and shall constitute a successful performance period. Failure of the performance test shall be deemed to have occurred when any common system requirement, feature or components does not perform in accordance with the manufacturer's specifications.
2. If the system fails to meet the standard of performance during a performance period, the Vendor and the County can mutually agree to begin another performance period. It is not required that one 30 day period expire in order for another performance period to begin.
3. Immediately upon successful completion of the performance period, the County shall notify the Vendor in writing of acceptance of the equipment and authorize the warranty to take effect as of the first day of the successful performance period.
4. If successful completion of the performance period is not attained within 45 days of the installation date, the County shall have the option of terminating the contract, rejecting the failing unit(s), or continuing the performance tests. The County's option to terminate the contract shall remain in effect until such time as a successful completion of the performance period is attained.
5. During the performance period, the County may require the successful Vendor to replace a system component which has failed the performance requirements. A new performance period will begin with installation of any replacement component. The County and the Vendor must mutually agree on the replacement.

1.6.0 Requirements: Technical Support

The Vendor shall provide a toll-free phone support to Thurston County. This support is intended to assist in executing system functions and in troubleshooting. The Vendor shall have available persons knowledgeable about the software and hardware being used to answer questions when users encounter problems. Response to user questions must be prompt. Vendors must thoroughly describe procedures for resolving user problems.

Local Service: In case of failure of or damage to any part of system for any reason, Vendor will provide local service so that the system continues to operate to the county's satisfaction. The Vendor will designate a single technician with emergency backup as primary contact. The Vendor will advise if the equipment will be serviced by the Vendor directly or if a subcontractor will be used. If a subcontractor is to be used, the Vendor will provide the subcontractor's name, business name and experience in servicing equipment of this nature.

Response Times: In case of significant system failure, including multi-station failure, service will be available within 4 hours from call, 24 hours a day, 7 days per week. In case of minor system problems, such as a single phone failure or routine service calls, service will be available within 24 hours from request for service. Inoperable equipment will be replaced within 48 hours from call.

Hot Line: The Vendor will have staff available 24 hours a day to provide consultation and technical support by phone as needed.

1.6.1 Hours of Coverage

For the purposes of the proposal, the Vendor shall assume the technical support coverage of hardware and software will be provided 7 days per week, 24 hours per day.

1.6.2 Requirements: Warranties and Maintenance

The Vendor shall fully describe policies regarding warranties and maintenance on the proposed hardware and software.

1.6.3 Warranties

The Vendor shall fully warranty all proposed hardware and software.

1.6.4 Maintenance

The Vendor must provide a primary technician that will provide all normal and preventative maintenance. This person may be covered by backup personnel for emergency service. It is expected that this person will establish a working relationship with County personnel to facilitate security and staff impact on County personnel.

Maintenance shall include keeping all system, station and ancillary equipment in a good state of repair, consistent with safe and adequate service performance specifications. Broken, damaged or deteriorated parts shall be repaired or replaced at no cost to the County. Adjustable equipment shall be adjusted as necessary when found by preventive routine or fault location tests to be in unsatisfactory operating condition.

A detailed description of the Vendor's service plan inclusive of subcontractors where utilized, shall be included in the Proposal. Included in the service plan shall be the identification and location of service centers, location of the closest service point to Thurston County, hours available for service calls, and the number and qualification of service support staff, their location and the hours of operation of the service desk.

The Vendor shall provide all parts associated with maintenance and additional system installations. Spare parts shall be immediately available at Vendor's local facility.

1.6.5 Emergency Maintenance

Vendor's personnel shall respond to an emergency request and shall arrive at the installation site if necessary, within four (4) hours on emergency service calls.

1.6.6 Upgrades

Vendor shall install any improved or updated software versions issued by the manufacturer at no additional cost to the County during the warranty period if the improved or updated software corrects any maintenance related issues at this site. Hardware costs, if any, shall be identified.

1.7.0 Description

The purpose of this RFP is to invite formal proposals from individual vendors who wish to be

considered for selection to provide and install the County with an Inmate Telephone System and Video Visitation System. The RFP will be awarded to the Vendor that responds with the most favorable proposal that is in the best interest of the County.

1.7.1 Equipment locations for the Inmate Telephone System and Video Visitation System:

The physical equipment locations are as follows:

1. Thurston County Corrections Facility located at 3491 Ferguson Street SW, Tumwater. Other equipment in the County's phone room.
2. Thurston County Corrections Annex located at 3013 Ferguson Lane SW, Tumwater.

1.7.2 Equipment needs for each location:

The Vendor must supply the phones listed in 1.1.5 at initial installation. After initial installation, Vendor will be required to increase or decrease the number of phones in the system upon reasonable request at no cost to the County during the term of this agreement.

1.7.3 Rates, Billing and Commission

There shall be no charge to the County for inmate telephone services and video connections/services. All line fees, billing and collection expenses, installation and equipment costs, liability for fraudulent use of any part of the system, uncollectible billings, carrier fees, governmental fees and any other direct or indirect costs associated with providing the systems pursuant to this RFP shall be the responsibility of the Vendor.

Rates charged to called parties are to be comparable to or lower than those currently charged by the dominant carriers in the county area. The total cost of calls may not exceed what dominant carriers are allowed to charge as regulated by the Washington Utilities and Transportation Commission and FCC for operator assisted, station and person calls.

1. Clearly state the proposed rates charged for intra-lata and inter-lata long distance calls including charge per message, charge for call duration, charge for operator assistance and any additional surcharges. Fully explain any additional charges that might be added.
2. Clearly state the proposed rates charged for intra-lata and inter-lata long distance calls including message charge, time and distance rates, charge for operator assistance and any additional surcharge. Fully explain any additional charges that might be added.
3. Describe rate adjustments for evening, weekend and holiday calls.
4. Describe fees charged to friends or family depositing through your kiosk or website.
5. Clearly state the proposed rates charged for video visitation. As well as how they are billed, e.g. per minute or for a time block.
6. Commissions will be paid to the County based on gross call revenues. No deductions from uncollectible calls, inability to bill, bad debt or any other costs associated with the provision of the inmate phone system may be considered in commission calculation. Clearly state the commission to be paid to the County.

7. Commission payments must be made monthly to the County and shall include a detailed accounting of call messages, call minutes, call charges, and commissions itemized by telephone, and as a system wide total. A detailed accounting of all visits, messages and other charges incurred on the Video Visitation System is also required. Detailed accounting of the above broken out by individual calls and visits made must be available to the County on request. Vendors must provide samples of all proposed reports with the proposal.
8. The County retains the right to audit detail, costs and commission information for completeness and accuracy at any time during the life of the agreement.

Complete the attached form “Call Cost and Commission Analysis.”

1.7.4 System Specifications

This section encompasses all the inmate telephone system and video visitation system requirements. Please complete “**Attachment B – System Requirements**” and included it in the Proposal.

1.7.5 Optional Features or Equipment

Several inmate telephone and video visitation systems include optional features. Thurston County may or may not be interested in any of these options. However, the County is interested in reviewing optional features and equipment that is directly related to an inmate telephone system and video visitation system. Please complete the attached “**Attachment C – Optional Features or Equipment**”.

1.8.0 System Support

The Vendor shall provide toll-free phone support to the site(s). This support is expected to assist in executing and troubleshooting “Inmate Telephone System” and “Video Visitation System” functions. The Vendor must have available persons knowledgeable in provision of this technical support work. Vendor’s response to user questions must be prompt. Proposals should thoroughly describe procedures for resolving user problems.

The Proposal should fully describe policies regarding warranties and maintenance on the proposed system. The Proposal should include a discussion of the warranty periods and conditions for all proposed system components. The discussion should include descriptions of the types of problems covered by the warranty and details of service centers, staff, help desk hours and response time to calls.

1.8.1 Single Source Maintenance Contract

The Vendor must propose a “single source” maintenance contract, (i.e., one request to the system Vendor for resolution of any/all types of system problems and issues). The Vendor will then be responsible for providing the appropriate remedy.

1.8.2 Service Plan

A detailed description of the Vendor’s service plan, (inclusive of subcontractors, where utilized)

must be included in the Proposal. Included in the service plan must be the identification and location of service centers, location of the service point nearest to Thurston County, hours available for service calls, and the number and qualifications of service support staff, their location and the hours of operation of the service desk.

1.8.3 System Upgrades

The Proposal should describe the policy for upgrades to the system, the upgrade approach, estimated costs of planned upgrades, and estimated release dates for planned upgrades.

1.9.0 System Training

The Thurston County Sheriff's Office will require training in the inmate telephone system and video visitation system operations and functions. The Proposal should specify the number and types (technical, end-user) of training included in the Proposal. The Proposal should also state the location of the training, if other than at the Thurston County Correctional Facility.

1.9.1 Training Package

A complete description of the training package offered as part of the Proposal is required. Please complete **"Attachment D – Training Package"**.

1.10.0 Terms and Conditions

1.10.1 Type of Contract

The County anticipates entering into a contract with the selected Vendor for an inmate telephone system and video visitation system: products, equipment, software, documentation, training, and installation, implementation and maintenance services.

1.10.2 Execution of Contract

The County intends to execute a contract with the successful Vendor on January 1, 2021.

1.10.3 Governing Laws and Venue

The laws of the State of Washington will govern any contract entered into between the County and the selected Vendor. Venue for any action under such contact shall be in Thurston County, Washington.

1.10.4 Insurance

1.10.5 Commercial General Liability

The Vendor will maintain occurrence version Commercial General Liability coverage or equivalent from with a minimum limit of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this contract or be no less than \$2,000,000. Specialized forms specific to the industry of the Vendor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual

liability coverage.

1.10.6 Workers' Compensation

The Vendor shall maintain workers' compensation insurance as required by the Revised Code of Washington, Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Division.

The Vendor shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the Vendor shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

1.10.7 Deductibles and Self Insurance

Deductibles and self-insured retention shall not exceed 5% of the required limits unless a waiver of this requirement is requested from the Thurston County Risk Management Office. The Vendor will be responsible for 100% of any loss not insured due to the Vendor's deductible or self-insured retention.

1. Waivers for greater deductibles or self-insured retention may be granted at the discretion of the County and only if the Vendor can demonstrate financial responsibility to the satisfaction of the Thurston County Risk Management Office. Satisfactory evidence will include evidence of a cash reserve fund or a letter of credit in favor of the county, either of which is equal to its self-insured retention.

1.10.8 Verification of Coverage and Acceptability of Insurers

1. The Vendor shall furnish the County with property executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability, coverage, and all exclusions. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, or be materially reduced in coverage except on 30 days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes shall be altered so as not to negate the intent of this provision. For example, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be stricken from the standard ACORD form. The words "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies show below." shall be stricken or deleted and initialed OR policy endorsements showing that the County as an additional insured per provisions listed herein shall be attached.
2. Written notice of cancellation or change shall be mailed to the County at the following address:

Human Resources Department
Attn: Risk Management

2000 Lakeridge Drive SW, Bldg. 4
Olympia, WA 98502-6045

3. The Vendor or their broker will provide a copy of any and all insurance policies specified in this contract upon request of the Thurston County Risk Management Office.
4. The Vendor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
5. The Vendor will place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverages used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

1.10.9 Cyber Liability Insurance: Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1.10.10 Other Insurance Provisions

1. The Vendor's Commercial General Liability insurance and Business Automobile Liability insurance shall include the County, its elected officials, officers, employees and agents as additional insurers with respect to performance of services.
2. The Vendor's Commercial General Liability insurance and Business Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the County as additional insured.
3. The Vendor's liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the County, its elected officers and employees or agents.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected officials, officers and employees or agents.
5. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7. The insurance limits mandated for any insurance coverage required by this contract are not intended to be an indication of exposure nor are they limitations on indemnification.

1.10.11 Contract Form

The County expects to issue a contract award following administrative and budgetary approvals by the County's executive/legislative authorities. The contract will incorporate the terms, conditions and requirements of the RFP, the Vendor's Proposal, and any other agreements that may be reached; such as, software license agreement(s), maintenance support agreement(s). See "**Attachment A – Contract Template**".

1.10.12 Costs

Costs will be extracted from the cost data included in the Vendor's Proposal after the contract is signed. No increase in costs to the County will be permitted for the equipment and services covered in the original contract. If the County chooses to add software, equipment or services which were not in the original contract, an addendum must be created and signed by both the Vendor and the County.

1.10.13 Patent or Copyright Liabilities

The Vendor must state the procedures or insurance it has in place insuring the County is held harmless for patent or copyright liabilities. The Vendor will defend and hold harmless the County, its officers, and employees against all claims that machines or programming supplied under the contract infringes a U.S. patent or copyright, or that the machines pursuant to a current release and modification level of any programming supplied by the Vendor infringes on a U.S. patent. The Vendor will pay all resulting costs, damages, and attorney's fees. The County will promptly notify the Vendor in writing of all claims, and the Vendor will have control of the defense and all related settlement negotiations.

If such claim has occurred, or is likely to occur, the County agrees to permit the Vendor, at its option and expense, to procure for the County the right to continue using the machines or programming, or to place or modify them, so that they become non-infringing, but any such changes must continue to fully meet the requirements of this RFP.

1.10.14 Confidentiality and Security

Any Vendor or contractor engaging in any service for the County requiring contract with confidential County information will be required, by contract terms, to hold confidential such data made available to them. Jail records are confidential pursuant to RCW 70.48.100. The vendor, at all times, must hold all jail records as confidential as provided in RCW 70.48.100.

Vendor personnel who require periodic access to secured County areas in accordance with the contract may be required to wear security identification badges. County will conduct background checks on Vendor personnel proposed for access to secured County areas.

1.10.15 Liquidated Damages

The inmate telephone system and video visitation system installation dates agreed to in the

contract will be fixed so that the commencement of the County's utilization of the inmate telephone system and video visitation system is consistent with the County's timing requirements.

If any of the components of the inmate telephone system and video visitation system are not installed in a timely manner and ready for operation by the dates agreed to in the contract, losses and damage to the County will result.

The negotiated contract will, therefore, establish contingent terms as to damage liquidation, in the event of any such delay.

At any time after the agreed-upon date(s) the County may, by written notice to the delinquent Vendor, terminate the right of Vendor to install, and may obtain a substitute system. In this event, the delinquent Vendor will be liable for liquidated damages.

Except with respect to delays or defaults of subcontractors or suppliers, the Vendor will not be liable for liquidated damages when delays rise out of causes beyond the control and without fault or negligence of the Vendor. Such causes may include, but are not restricted to:

- acts of God or of the public enemy
- acts of the County in either its sovereign or contractual capacity
- fire, floods, or unusually severe weather
- epidemics of quarantine restrictions
- strikes or freight embargoes

The Vendor is responsible for delays caused by delay or default of a subcontractor, unless delays rise out of cause beyond control and without fault or negligence of the subcontractor. The Vendor is responsible for demonstration that the delay was beyond the control of the Vendor and/or subcontractor.

1.10.16 Maintenance Contract Termination Right

The maintenance contract associated with the proposed system will include a clause allowing the County to terminate the contract, at its convenience, with a 30-day advance written notice to the Vendor, without losing any stated warranties.

1.10.17 Contract Period

Approximately January 1, 2021 through December 31, 2021. The County reserves the right to extend the contract for (4) one year terms. See "**Attachment A – Contract Template**".

Attachment A – Contract Template

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____.

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter “**COUNTY**,” and _____, with its principal offices at _____, hereinafter “**CONTRACTOR**.”

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below and shall terminate on _____.

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY’S request, the CONTRACTOR shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the

COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services documents, or other information identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:

Name of Representative: _____
Title: _____
Mailing Address: _____
City, State and Zip Code: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

- b. For COUNTY:

Name of Representative: _____
Title: _____
Mailing Address: _____
City, State and Zip Code: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

5. **COMPENSATION**

- a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$_____.
- b. No payment shall be made for any work performed by the CONTRACTOR, except

for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an

unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$_____ per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$_____ per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$_____.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$_____ each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

f. **Other Insurance Provisions:**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

g. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
 Human Resources
 2000 Lakeridge Drive S.W.
 Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston

9. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this

Contract at a later time.

12. **INDEPENDENT CONTRACTOR**

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. **COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. **INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. **NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate

against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY’S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY’S contract representative shall be final and conclusive, subject to the CONTRACTOR’S right to seek judicial relief pursuant to Section 18.

18. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

19. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be

affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

20. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR:

Thurston County, Washington

Firm: _____ By: _____

By: _____ Title: _____

Signature: _____
(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

Approved as to Form by the Prosecuting Attorney's Office
Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

SCOPE OF SERVICES

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

COMPENSATION

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

Attachment B – System Requirements

The vendor shall **circle** the following response (Y S L C N) when noted.

Y= Included in the base package of the proposed system

S = Scheduled to be included in the next release of the proposed system.
Include Release Date.

L = Not to be included in the next release but planned for later releases.
Provide Release Date.

C = Currently available as a custom addition.

N = Not planned and not available

1. The system does not allow incoming calls under any conditions. (YSLCN)
2. The system provides at least two (2) tablets equipped with a free video relay service for the hearing impaired. (YSLCN)
3. The phones and video visitation stations contain no removable parts and are designed and installed in such a manner that no safety hazard is present to the user. (YSLCN)
4. The telephones and video visitation stations are of construction to minimize vandalism and destruction of property. (YSLCN)
5. Only collect, debit and pre-paid calls and visits are allowed. No direct calls, 911, 1+ or calls or visits billed to third numbers or credit cards are be allowed. (YSLCN)
6. Directory or information services are not allowed from phones. The caller must know the complete number. Any partial or misdirected calls must be terminated and not referred to an operator. (YSLCN)
7. The phones allow County personnel to selectively block specific numbers, prefixes and area codes. This feature must be programmable to County personnel. (YSLCN)
8. The system provides a method for restricted (blocked) numbers, prefixes and area codes which would automatically be checked by the system when a call is attempted. The system will not allow calls to be placed to any blocked number. System limitations on the number of restricted numbers will be identified. (YSLCN)
9. The system allows an adjustable preset call and visit duration time to be set by County personnel. During the call and visits, prerecorded messages or countdown display to inform the user of the time remaining to complete the call/visit and automatically disconnect a call/visit after the preset time has expired. (YSLCN)
10. System provides call alarms to alert staff when calls are made to designated telephone numbers. (YSLCN)
11. The system is capable of a voice announcement to the called party identifying the facility from which the call is being placed and quotes rates to the called party. (YSLCN)
The system is capable of a voice prompt heard by the called party to block any further calls from the facility. (YSLCN)
12. The system requires guaranteed positive acceptance by the called party before call is connected, either by key or voice recognition in the event of rotary dial acceptance. (YSLCN)
13. The system validates all numbers called to assure no public pay telephones, 800-900 toll free series and 911 numbers or blocked numbers are called by the system. (YSLCN)
14. System has the ability to program specific local telephone numbers to receive free calls; i.e., Office of Assigned Counsel, etc. System limitations on the number of restricted numbers will be identified. (YSLCN)
15. System has the ability to process calls in a minimum of the English and Spanish languages

- and has the capability to add additional languages as needed. (YSLCN)
16. System must be operable 24 hours a day on an automatic and manual switching basis. System must have the ability to control telephone on an individual basis or simultaneously. System shall contain the ability to automatically set on-off timer control or be manually controlled on switches in the control area to limit hours of use by inmates. (YSLCN)
 17. System is expandable as necessary in the event of additional jail construction. (YSLCN)
 18. System is capable of audio recording all calls, except those calls to “privileged” numbers to protect attorney/client privilege. The County will provide the Vendor with phone numbers of the attorneys as attorneys provide their phone numbers to the facility. The vendor shall block all attorney/client phone calls from being recorded, monitored or accessed. (YSLCN)
 19. The system shall be capable of monitoring randomly selected calls in progress without interruption in the recording process (except no attorney/client phone calls shall be monitored). (YSLCN)
 20. All jail phone calls, except for attorney/client phone calls, shall be recorded to the server and retained for a minimum of one year by the Vendor. This is to be compliant with Washington law, specifically the retention schedules for preservation of public records. The Vendor is responsible for retaining for a longer period if the retention schedule is expanded. (YSLCN)
 21. All jail phone calls, except for attorney/client phone calls, shall be recorded to the server and retained for a minimum of one year by the Vendor. This is to be compliant with Washington law, specifically the retention schedules for preservation of public records. The Vendor is responsible for retaining for a longer period if the retention schedule is expanded. (YSLCN)
 22. All video visits and message sent to or from the inmate, shall be recorded to the server and retained for a minimum of one year by the Vendor. This is to be compliant with Washington law, specifically the retention schedules for preservation of public records. The Vendor is responsible for retaining for a longer period if the retention schedule is expanded. (YSLCN)
 23. All inmate requests and grievances shall be recorded to the server and retained for a minimum of 6 years after inmate release date by the Vendor. This is to be compliant with Washington law, specifically the retention schedules for preservation of public records. The Vendor is responsible for retaining for a longer period if the retention schedule is expanded. (YSLCN)
 24. All jail calls, video visits, messages, requests and grievances, except for attorney/client phone calls, shall be able to be downloaded and saved to CD/DVD for long term storage and retrieval by Thurston County Facility personnel, law enforcement and court personnel for use in court cases. (YSLCN)
 25. System will provide two-party consent to accept that the calls and visits will be recorded. This consent shall be recorded as part of the call/visit recording. (YSLCN)
 26. System has voice prompt announcement capabilities during telephone calls to announce that calls are being recorded. (YSLCN)
 27. System is capable of call detail analysis reports on calls placed from each telephone including, but not limited to, the date, duration of call, telephone number or identification, etc. (YSLCN)
 28. The systems software must be Windows based and menu driven. (YSLCN)
 29. The system includes equipment on site which is suitable for the equipment and features provided for requesting and printing reports. (YSLCN)
 30. What equipment is proposed? (YSLCN)
 31. System includes appropriate electrical surge protection and an uninterrupted power supply system. (YSLCN)
 32. System provides for security codes for staff with multiple levels of security. (YSLCN)
 33. System has the ability to prevent fraudulent calls such as chain dialing, switch hook manipulation and other common techniques of fraudulent telephone use. (YSLCN)

34. System has the ability to provide two free calls per day for specified phones, i.e., for inmate workers and two phones in the Intake/Booking area or a similar type of programming. (YSLCN)
35. System must have the ability to integrate with the current Jail Management System (JMS) (currently ATIMS) at no cost to the County. (YSLCN)
36. System must have the ability to integrate with the current commissary provider (currently Summit) at no cost to the County. (YSLCN)
37. System must have the ability to integrate with the current prepaid debit release card vendor (currently NUMI Financial) at no cost to the County. (YSLCN)
38. System has the ability for each inmate and visitor to have a profile page that will allow staff to review and edit as needed. (YSLCN)
39. System has the ability to review and download video visitation recordings. (YSLCN)
40. System has the ability to allow staff to restrict an inmate from visiting a prohibited person or all prohibit video visitation entirely. (YSLCN)
41. System has the ability to allow staff to restrict a visitor from visiting a prohibited inmate or all inmates. (YSLCN)
42. System has the ability to identify when inmates are emailing other inmates through a third party or outside email account. (YSLCN)
43. System will have a scheduling/calendar module that will block out access to stations that are already scheduled or in use, schedule visits only on terminals when available and allow staff to view and modify, cancel or create visits as needed. (YSLCN)
44. System has the ability to tag each video visit, message or other electronic exchange with the date, time, inmate name, visitor name and duration. (YSLCN)
45. System has the ability to allow authorized users to create a DVD of a recorded visit or download it to a hard drive. (YSLCN)
46. System has the ability to audit authorized users for access, activities and IP addresses used when accessing the system. (YSLCN)
47. System has the ability to allow different permission levels/privileges to authorized users as dictated by the County. (YSLCN)
48. System has the ability to use a PIN (personal identification number) and voice verification system when inmate's use the inmate telephone system. (YSLCN)
49. System has the ability to flag "watch words" that are identified by the County and review those messages before allowing the recipient to view. (YSLCN)
50. System has the ability to provide communication in alternative languages such as Spanish. (YSLCN)
51. System has the ability to automatically attempt to reschedule visits if an inmate changes housing locations. (YSLCN)
52. System has the ability to cancel visits if the inmate is released and notify the visitor. (YSLCN)
53. System has the option to accommodate professional non-recorded visits if the facility requests and to extend those visits for longer than 30 minutes. (YSLCN)
54. System has the ability to attempt to reconnect stations/visits if connectivity is lost. (YSLCN)
55. System has the ability to delay charging for the visit until the visit is connected. (YSLCN)
56. System has the ability to provide two free onsite and remote video visits per inmate, per week. (YSLCN)
57. System has the ability to review "snap shots" of recorded video visits. (YSLCN)
58. System has the ability to create multiple electronic forms and requests for inmates to submit to staff at no charge. (YSLCN)
59. System must allow for free electronic and telephone access to commissary ordering. (YSLCN)

60. System must allow for free law library on the tablets. (YSLCN)
61. System must have the ability for the county to upload documents for inmate view on the tablets. (YSLCN)
62. System has the ability for the county to upload videos for inmate view on the tablets. (YSLCN)
63. Tablets allow for restricted access to news, media, movies, music all subject to approval. (YSLCN)
64. Tablets have the ability to show inmate booking information, property inventory, release date and upcoming court dates. (YSLCN)
65. System has the ability to confirm they have read the PREA information and handbook prior to use of system. (YSLCN)
66. System returns unused funds at time of release onto pre-paid debit card using the county's current debit release vendor. (YSLCN)
67. Vendor must provide stand alone phones as well as mounted video visitation kiosks inside the inmate housing areas, handheld cordless phones must be provided as needed.

Attachment C – Optional Features or Equipment

Describe any additional features or options that you feel may be relevant to this proposal. Include availability, limitation, extra expense and any effect on commission.

The vendor shall **circle** the following response (Y S L C N) when noted.

- Y= Included in the base package of the proposed system
- S = Scheduled to be included in the next release of the proposed system.
Include Release Date.
- L = Not to be included in the next release but planned for later releases.
Provide Release Date.
- C = Currently available as a custom addition.
- N = Not planned and not available

Some optional features include the following:

1. Hands free phones in specific designated areas. (YSLCN)
2. Industry standard equipment and technology options that may present themselves in the future. This includes advancements in the inmate telephone industry, and video visitation industry. (YSLCN)

Attachment D – Training Package

For each training course, the Vendor must provide the following information:

1. Recommended timing of training, relative to installation of the inmate telephone system and video visitation system.
2. The number of hours, days, or weeks planned for training of system users.
3. Recommendations as to designation of certain correctional personnel to receive enhanced training, such as System Administrator training.
4. Describe training materials available and included in the Proposal, such as: audio-visual materials or manuals.