KITTITAS COUNTY REQUEST FOR PROPOSALS VIDEO VISITATION FOR KITTITAS COUNTY CORRECTIONS CENTER

I. Introduction

As per RCW 39.04.270, Kittitas County is soliciting proposals from qualified professional vendors for video visitation equipment, installation, and follow-up services for the Kittitas County Corrections Center.

II. Background Information

History of jail project and need of video visitation monitoring

The Kittitas County Sheriff's Office is in the process of upgrading and expanding its Corrections Center. The construction will allow for remodeling and conversion of present public visiting rooms into attorney visiting rooms. This conversion will require public video visitation to replace the public visiting room.

III. Services Required

The following details the services to be provided to Kittitas County for video visitation for the Kittitas County Corrections Center:

- 1. **Initial Assessment** Vendors are to compile all information technology related to installation of 27 video visitation stations. The station break down are as follows:
 - a. one station in each jail mod for a total of 10; and
 - b. six stations in the new addition being constructed; and
 - c. eleven stations for public visitors.

This initial assessment shall also include all equipment, software, services, installation requirements, and follow-up procedures that support the video visitation system. Vendors are to also submit what options the visitation stations can provide to the county, the visiting public, and the inmates.

- **2. Training** Vendors are to submit a training outline about the video visitation system that will be provided to Corrections Staff.
- 3. Internet Vendors are to submit a plan for installing its own network in the Corrections Center to support the video visitation system.

IV. Submittal Requirements

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions provided. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the County.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Please prepare and present the submittal in a hard copy original plus (3) three copies, as well as in .pdf format saved on a CD labeled with the RFP name, name of the vendor, and the date and time of closing. Expensive bindings, color displays.

promotional material, etc., are neither necessary nor desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content.

The following information shall be required in the RFP submittal:

1. Letter of Transmittal—The letter is not intended to be a summary of the proposal itself.

The letter of transmittal must contain the following statements and information:

- a. Company name, address, and telephone number(s) of the firm submitting the proposal.
- b. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
- c. Federal and state taxpayer identification numbers of the firm.
- d. Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
- e. The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
- f. A statement which indicates "proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with the County."
- 2. General Vendor Information Please provide the following information:
 - a. Length of time in business of providing proposed services
 - b. Total number of public sector clients
 - c. Number of full-time personnel in:
 - Consulting
 - Installation and training
 - Sales, marketing, and administrative support
 - d. Location of headquarters and any field offices
 - e. Location of office which would service this account
- 3. In a brief narrative, describe your approach to providing the equipment and services described in Section III of this RFP, and your methodology for providing on-going support. Please try to provide a non-technical explanation of any technical language used. Also include a history of experience in providing these similar services. List any equipment, features, and capabilities that the vendor feels are the strengths of the proposed solution. Additionally, you may articulate why your firm is pursuing this work and how it is uniquely qualified to perform it. Include other pertinent information that helps the Kittitas County determine your overall qualifications.
- 4. Provide the name, title, address, and telephone number of three references for clients whom you have provided similar services. Please provide information referencing the actual services provided, customer size (number of users), and the length of tenure providing services to this client.
- 5. Provide a timeline for accomplishment of the tasks.

- 6. Support Services Please provide the following:
 - a. Is help desk support available?
 - b. When is support available? (indicate XX a.m. to XX p.m. in Pacific time and the days of the week). The local availability of staff that will be providing these services shall be an important consideration.
 - c. Summarize the experience and technological expertise of these staff.
 - d. How are charges for support structured, documented, and tracked?
 - e. Do you provide a toll-free support number?
 - f. Please describe your problem escalation process, including:
 - Initial problem identification (hand-off from help desk)
 - Triage for priority and severity of problem
 - Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory
 - Final authority regarding conflicts
- 7. If your company has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list complete name, address and telephone number of the party. If NO such terminations for default have been experienced by the vendor in the past five years, declare that. Kittitas County will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.

8. Cost of Services

- a. The proposal must contain a fee schedule that includes hourly rates for proposed services.
- b. Describe how your services are priced, and any specific pricing you are able to provide.
- c. Define any additional charges (e.g. travel expenses).
- d. Provide any payment options or installment plans that the County may utilize.

All costs must be itemized and included in this section. The vendor's cost quotations must include all costs including but not limited to license fees, modifications, training, installation, documentation, taxes, discounts, etc. Break out costs by training, data conversion and project management, number of service hours, cost per hour, cost of travel and expenses. Quotations will be valid for a minimum of 90 days.

9. Contract Terms and Conditions

Please include any sample agreements for both licensing and ongoing maintenance and/or support. This section is intended to form the basis for the development of a contract to be awarded as a result of the RFP.

V. Evaluation Criteria and Process

At its discretion, the County may require any vendor to make an oral presentation of their proposal or provide demonstrations or submit further written literature. These presentations provide an opportunity for the vendor to clarify the proposal for the County. The County will schedule any such presentations or requests for information. A selection committee will conduct an evaluation of qualifications and will rate each submittal based upon the following criteria that is listed below:

- Experience
- Understanding of services to be provided
- Personnel expertise
- Project approach and equipment to be used
- Services to be provided and installation plan
- Satisfaction of clients/end users
- Price
- Payment options available to the County

Project approach, satisfaction of clients, efficiency of installation plan, price and payment options will weigh heavier in the selection process than the other criteria listed.

VI. Award

Once the proposals are opened, each will be evaluated, taking into consideration the criteria stipulated in this RFP. The County, sole judge in evaluation considerations, may make an award to the vendor(s) who submit the proposal judged by the County to be most advantageous. The County anticipates awarding one contract only. A recommendation will be presented to the Kittitas County Board of County Commissioners which conforms to all requirements herein and whose award will be in the best interest of the Kittitas County as determined by the Evaluation Committee. Kittitas County reserves the right to award on an all-or-none basis. The award will only be to responsible vendor(s) licensed and qualified by experience to perform the services specified herein. Please note; the Kittitas County is not obligated to award bids solely upon total project cost.

VII. Deadline and Delivery of Submissions of Proposals

The submitted proposal must follow the rules and the format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this RFP may result in rejection of a proposal.

An original, plus (3) three hard copies, and a CD with the submittal in .pdf format must be provided in a sealed container that is plainly marked with the RFP name, name of the vendor, and the date and time of closing. Proposals shall be received by Kittitas County prior to Tuesday, August 30, 2011 at 9:00 a.m.

Proposals shall be delivered or mailed to:

Kittitas County Sheriff's Office Attn: Paula Hoctor 205 W 5th Ave, Suite 1/Jail

Ellensburg, WA 98926

Each proposal must be received by the date and time set for closing receipt of offers.

Note: Any deviation from these requirements may result in your proposal being considered non-responsive, thus eliminating your company from further consideration. The County cautions vendors to assure actual delivery of mailed or hand-delivered proposals prior to the established deadline. A proposal received after the established deadline will be returned, unopened, to the vendor.

VIII. General Terms and Conditions

- 1. Kittitas County reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities or any defects with the proposals, and to select the proposal which, in the County's sole judgment, best meets the needs of the County. The Kittitas County reserves the right to reject any or all proposals and to waive any defects with the proposals.
- 2. It is anticipated that the vendor may be required to make one or more appearances at meetings to answer questions and present results.
- 3. The RFP creates no obligation on the part of Kittitas County to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The County reserves the right to award a contract based upon proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
- 4. Kittitas County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
- 5. Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and proposers may be required to justify why the County should not, upon written request, disclose such materials.
- 6. This RFP and all submittals may be subject to Washington State public disclosure laws.
- 7. Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the County, or for participating in any selection interviews.
- 8. Proposals may be modified or withdrawn by an authorized representative of the

vendor or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the County after the proposal submission deadline.

- Any questions/clarifications shall be directed to Commander Paula Hoctor at 509-962-7527. The County reserves the right to modify or amend the RFP up to closing date and time.
- 10. Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.
- 11. Kittitas County reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals. The County reserves the right to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the Kittitas County may deem necessary in its best interest.

12. Contractual Obligations.

The successful vendor will be required to enter into a written agreement with the Kittitas County in which the vendor will undertake certain obligations. These obligations include, but are not limited to, the following:

Inclusion of Proposal - The proposal submitted in response to this RFP will be incorporated as part of the final contract with the selected vendor. *Costs* - All costs are to be stated in exact amounts. All costs must be detailed specifically in the vendor cost summary section of the proposal; no additional charges (e.g. for sales tax, transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal.

Indemnification - The successful vendor agrees to and shall defend, indemnify and hold harmless the County, its Additional Insured's, appointed and elective officers, agents and employees, from and against all loss or expense that arise from the vendor's performance of this agreement, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its Additional Insured's, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the successful vendor, its sub-Contractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its Additional Insured's, appointed or elected officials, agents, or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

Insurance -

Prior to undertaking any work, insurance coverage as specified below shall be procured and maintained at no expense to the County. The successful vendor's insurance policies shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County.

The insurance coverage shall be in connection with this project and for the work performed by the selected firm, its agents, representatives, employees and/or subcontractors. Submittal of Statements shall contain the following:

- 1. Workers' Compensation. Workers' Compensation in amounts required by law.
- 2. Commercial General Liability Insurance.

Coverage limits not less than:

- \$1,000,000 per occurrence per project
- \$2,000,000 general aggregate
- \$1,000,000 products & completed operations aggregate
- \$1,000,000 personal and advertising injury, each offense
- Certificate Holder Kittitas County
- The Certificate must name the County as additional insured as defined in the Agreement
- Thirty (30) days written notice to the County of cancellation of the insurance policy.
- 3. Commercial Automobile Liability Insurance.

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.

- Coverage limits not less than:
 - \$1,000,000 combined single limit
- Thirty (30) days written notice to the County of cancellation of the insurance policy.
- 4. Employers Liability.

A policy of Employers Liability insurance not less than:

- \$1,000,000 each accident
- \$1,000,000 disease policy limit
- \$1,000,000 disease each employee
- Thirty (30) days written notice to the County of cancellation of the insurance policy.
- 5. Industrial Insurance Waiver.

With respect to the performance of this Agreement and as to claims against the County, its Additional Insured's, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement

extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.