

REQUEST FOR PROPOSALS (RFP) P11092

Inmate Phone, Video Visitation and Visitation Administration Project 1/23/2019

Submittals from minority, women and disadvantaged business enterprises are encouraged

SUBMITTAL DEADLINE 3:00 p.m. Local, March 6th, 2019	SUBMIT One Original plus ten copies and one (1) electronic copy
DELIVERY BY HAND Spokane County Purchasing Department 1211 W. Gardner Ave., Second Floor Spokane, WA 99260	DELIVERY BY MAIL Spokane County Purchasing Department 1211 W. Gardner Ave., Second Floor Spokane, WA 99260

Prepared By:
Victor Leamer, Senior Buyer

Prepared For:
Detention Services



Tony Hall – Purchasing Manager

Date 1-23-19



John McGrath – Detention Services Director

Date 1-23-19



Ken Mohr – Project Manager

Date 1-23-19

Important Notice: If you received this solicitation from the Spokane County Online Solicitation Opportunities website, you must register with the Buyer listed in this document to receive subsequent amendments. Failure to contact the Buyer may result in the rejection of your offer. Administrative and Technical questions should be directed to Victor Leamer, Senior Buyer, at [vleamer@spokanecounty.org](mailto: vleamer@spokanecounty.org)

If your firm elects to not submit a response to this Request For Proposals, please complete the “No Response Statement” form and return to the County.

Spokane County Purchasing
 Department
 1211 W. Gardner Ave.,
 Second Floor
 Spokane, WA 99260



**RFP Number:
 P11092**

Inmate Phone, Video Visitation
 and Visitation Administration
 Project

NO RESPONSE STATEMENT

Attention Victor Leamer, Senior Buyer, Phone: (509) 477-3693, Email: vleamer@spokanecounty.org

Receipt of this completed form will assist us in calling for future submittal work of this nature. Please complete and submit this form prior to the submittal deadline as shown on the Request For Proposals notice or document.

A response to the Request For Proposals is not being submitted for the following reason(s):

- We do not provide the required services
- Insufficient time to prepare submittal
- The project scope is too small
- Licensing restrictions (please explain)
- The project scope is too large
- Other reasons or additional comments (please explain below)
- Cannot handle due to present work load

I / We wish to respond to similar services in the future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
Do not write in this space	Firm Name	
	Address	
	City	
	State	Zip Code
	Telephone Number	

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SECTION 1: PROJECT SUMMARY

1.1 PROJECT OVERVIEW

Spokane County (“the County”) Detention Services, is soliciting proposals from interested parties who offer Inmate Phone, Video Visitation and Visitation Administration Solutions

The County expects to award the contract to the best-valued Offeror or Offerors based on the requirements in this solicitation. The Offeror(s) selected for award will be the Offeror(s) whose proposal is responsive, responsible, and is the most advantageous to The County, as determined by The County in its sole discretion.

Documents provided in addition to the Request for Proposals P11092 include:

- Appendix A – Scope of Work
- Appendix B – General Conditions
- Appendix C – Sample Agreement
- Appendix D – Insurance Requirements
- Attachments A-G – Required to be completed and submitted with a proposal
- Attachment H - Requirements

1.2 PROJECT TERM

The length of the contract will be from the date of award, approximately June 1st, 2019, through May 30, 2024, with five optional one-year renewal options

A contract award will not be final until the County and prospective Contractor have executed a written Agreement. Spokane County reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The County may elect, after the selection process, to request clarifications, alterations or changes in the submitted proposal including, but not limited to, prices in order to provide the best service at the best price for the County.

SECTION 2: INSTRUCTIONS TO OFFERORS

2.1 BUYER

The County has designated a representative (listed below) who is responsible for the conduct of this procurement. All inquiries, concerns, questions, or clarifications regarding this procurement must be submitted to the individual via email (no phone calls). Offerors shall not contact any other County employees.

Victor Leamer, Senior Buyer
Spokane County
Procurement Department

Email: vleamer@spokanecounty.org

Address: 1211 W Gardner Ave., 2nd Floor
Spokane, WA 99260

2.2 NO RESPONSE STATEMENT

Vendors who are unable to or do not wish to submit a response are encouraged to complete and return the enclosed No Response Statement form. Return of the form will help us keep our solicitation lists up to date, minimize printing and distribution costs and stop inconveniencing Vendors with what they might perceive as “junk mail”. Therefore, to help achieve our goal if no response to this solicitation is received by a vendor after two consecutive mailings, the vendor may be deleted from our vendor mailing list for this type of commodity item.

2.3 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Buyer at least 10 days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Buyer, in writing, at least 10 days before the time set for opening.

2.4 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

After the Pre-Proposal Conference, Offerors will be required to submit any further questions prior to the close of business February 20, 2019 in order for staff to prepare any response required to be answered by Addendum.

All questions must be in writing and directed to the issuing office, addressed to the Buyer. E-mail is preferred. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered by direct reply. Other questions may be more complex and may require a written amendment to the RFP. The Buyer will make this decision.

2.5 PROCUREMENT SCHEDULE

The County will make every effort to adhere to the schedule below. However, The County reserves the right to modify these activities and dates at any time.

No	Activity	Date
1	RFP Issued	1/23/2019
2	Pre-Proposal Facility Tour / RFP Education Meeting	2/6/2019
3	Deadline for Written Comments / Questions	2/20/2019
4	Question Responses Returned	2/27/2019
5	Proposals Due	3/6/2019
6	Evaluations Completed	3/20/2019
7	Shortlisting	3/27/2019
8	Interviews (In Person)	Week of 4/8/2019
9	Identify Potential Best Value Proposer	4/12/2019
10	Invitation to Clarification Period (Phase 2)	4/12/2019
11	Overview / Kick-Off Meeting (In Person)	Week of 4/22/2019
12	Clarification Period Summary Meeting(s) (In Person or Virtual/Phone)	Week of 4/29/2019
13	Anticipated Notice of Award	Week of 5/13/2019

Spokane County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the Spokane County Internet Web Site, located at <https://www.spokanecounty.org/715/Purchasing>. Current bidding opportunities and information are available by accessing the “**Current Solicitations**” tab in the left-hand column.

After submittals, have been opened in public, the County will post a listing of the businesses submitting proposals, and any final award determination made.

Documents will be available for download only. Bidders who register with County Procurement, will receive notifications of any updates/amendments that are posted online.

2.6 PRE-PROPOSAL CONFERENCE/FACILITY TOUR/BEST VALUE EDUCATION

A pre-proposal conference to review the RFP and to educate interested parties on the Best Value Approach process will be held to provide an overview of the project and answer any questions. Attendance at this conference is not mandatory, but is recommended. A tour of the Detention Services facilities will be conducted in the afternoon. Background checks will be needed prior to the meeting for access to our secure facilities. Please send full name, address and a date of birth for each individual from your company that will be in attendance to vleamer@spokanecounty.org by 2/4/2019.

Date | Time: February 6, 2019 8:30am – 4:30pm

Location: Public Works Building
1026 West Broadway Avenue
Lower Level, Commissioners' Hearing Room
Spokane, WA 99217

Those planning to submit proposals are recommended to be represented at this meeting. Representation of a firm will be witnessed by signing in on the sign in sheet provided by the County at the conference. In no event shall failure to attend the meeting and be trained in the Best Value process will constitute grounds for a claim after contract award.

2.7 ADDENDA

The County may make changes to the RFP and/or provide clarification to information stated within the RFP by way of issuance of written addenda. All addenda issued prior to the Proposal Due Date will become part of this RFP and will be deemed to have been considered by the Offeror in its proposal. It is the responsibility of the Potential Offeror to ensure all addenda were received.

SECTION 3: SUBMISSION OF THE PROPOSAL

3.1 DATE, TIME, AND LOCATION

All proposal packages MUST be received no later than 3:00pm Pacific Time on March 6, 2019. Proposals received after this deadline will NOT be accepted. The proposal package must be delivered to the Buyer (Section 2.1). The County is not responsible for the timeliness of mailed documents; nor will The County accept any proposal delivered to a different location. Proposals submitted by facsimile or email will not be accepted.

3.2 FORMAT

All proposals must be printed on standard 8½ x 11 paper. Offerors must use the templates provided in the required Attachments. Proposal documents should be stapled together. Do not bind the documents in any other way.

3.3 NUMBER OF RESPONSES

Each Offeror shall submit one original and ten hardcopies of all attachments EXCEPT for Attachment G Cost Proposal. One original hardcopy of Attachment G Cost Proposal must be submitted in a separate sealed envelope. One electronic copy (thumb-drive) of the entire proposal must be submitted in searchable PDF format.

3.4 PROPOSAL PACKAGE CONTENTS AND REQUIREMENTS

Each Offeror shall submit a proposal package. The package(s) should be marked referencing this RFP (RFP Number and Name). The package(s) must be sealed and contain the items below. Any proposal that does not adhere to the requirements in this RFP will be deemed non-responsive and rejected.

- Attachment A – Proposal Cover Sheet
- Attachment B – Proposal Form
- Attachment C* – Service Plan
- Attachment D* - Level of Expertise Document
- Attachment E* – Risk Assessment Plan
- Attachment F* – Value Assessment Plan
- Attachment G – Cost Proposal Form (in a separate, sealed envelope)

**** Indicates that the entire Attachment must be anonymous. These Attachments must NOT contain any names (company, personnel, project, product, etc.) that can be used to identify the Offeror***

SECTION 4: PROPOSAL REQUIREMENTS AND FORMAT

4.1 OVERVIEW

This contract will be awarded on a best-value basis, as outlined in this RFP. The best value process consists of three primary phases: 1) selection, 2) clarification and pre-planning, and 3) execution.

Selection (Phase 1): The first stage of the best value process focuses on the Offeror's ability to differentiate itself based upon the ability to identify, prioritize, and minimize risks, add value to The County and show a high level of past performance on behalf of other clients. Instead of focusing on minimum expectations, The County is allowing Offerors to compete based on value and their ability to maximize The County's satisfaction. Consequently, the submitted proposals should be brief, show differentiation, and allow the County to make a decision on which Offeror is the best value Offeror for the County. It is imperative that each Offeror realize that what is written in the proposals and discussed in the interview will become part of the Offeror's final contract. The scope of services is intended to convey the desired outcome by The County, however, Offerors are encouraged to expound or offer different approaches to the desired outcome even if different that how outlined within this the RFP. Please note that the primary objective of Phase 1 is for the Offeror to convey their understanding of the desire of the County's requested services outcome, not the detailed implementation plan (which will occur with the selected Offeror in Phase 2).

Clarification (Phase 2): The second stage of the best-value process occurs prior to award with the anticipated highest prioritized Offeror. This Offeror will be required to clearly present their detailed plan on how they will complete the project on-time, meet all of the service requirements, justify the costs and meet the quality expectations of The County. This period of time is provided to the Offeror to ensure that they have properly addressed and accounted for all aspects of the service in their proposal.

Execution (Phase 3): The third stage of the best-value process occurs after award, and requires the awarded Offeror to monitor and track all risks on the project on a weekly basis using the weekly risk reporting system and to document their performance on a monthly basis. This is considered the start of the contract execution.

4.2 ATTACHMENT TEMPLATES

This RFP contains Attachments (A-G), which must be used by the Offeror to submit their proposal. An electronic copy of each Attachment is posted online. The Offeror must download, complete, and submit each Attachment as their proposal. Offerors shall NOT re-create these attachments, create their own attachments, or edit the format of the attachments (page sizing, font type, font size, color, etc.) unless permitted to do so. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected.

4.3 PROPOSAL COVER SHEET (ATTACHMENT A)

The Offeror must complete all information requested in Attachment A. This document requests information on the following items:

- Contact information of the Offeror
- Acknowledgement of all addenda
- Identification of any subcontractor/joint venture and contact information

This document must be signed by the person authorized to contractually obligate the Offeror/Organization.

4.4 PROPOSAL FORM (ATTACHMENT B)

The Offeror must complete all information requested in Attachment B. This document requests information on the following items:

- Identification of the critical project team. These individuals shall be used by the Offeror for the duration of the RFP selection. Changes to identified individuals must be communicated to the County with justification and selected staff for replacement. It is the desire of the County for all individuals identified within the RFP to remaining their designation position for the duration of the contract to ensure the best continuity of communication and service delivery between the County and Bidder, but understand there are circumstances for which staff changes are unavailable. These individuals CANNOT be removed or replaced, unless approved by The County:
 - Senior Management – has the ability to act on behalf of the Offeror.
 - Project Manager – will be the daily single point of contact for The County for this service (The County can contact at any time to resolve any issues and answer any questions) and will be the lead for the execution of this service for the entire duration of the service.
 - Subject Matter Expert – will be available for the entire duration of the service.
 - IT Expert – will be available for the entire duration of the service.
- Completion of all certification statements.

4.5 SERVICE PLAN (ATTACHMENT C)

The Offer shall prepare and submit Attachment C. The purpose of the Service Plan is to demonstrate to the County that the Offeror can visualize what they are going to do before they do it. The Service Plan should be developed around fulfilling the County's requirements within the known project constraints of cost, time, resources, quality, and expectations as described in this RFP. The Service Plan consists of the following sections:

- **Service Approach** – a brief chronological roadmap that describes, in major activities and tasks, how the Offeror will meet the County's expectations as set forth in this RFP. This should be a concise synopsis of your process and approach that will be taken to execute this service.
- **Service Assumptions** – a brief summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the Offeror has assumed the County will perform, items/tasks required from the County, and items/tasks that have not been included in the proposal (items that the Offeror feels are outside the scope of work)
- **Roles, Responsibilities, & Expectations** – a brief summary of the expectations and responsibilities that the Offeror has of the County or County personnel.

In order to minimize any bias, the Service Plan MUST NOT contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, or product names). A Service Plan template is provided in this document and must be used by all Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Service Plan MUST NOT exceed six pages (two pages for Service Approach, two pages for Service Assumptions, and two pages for Roles, Responsibilities, & Expectations). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may be marked as nonresponsive and eliminated from the evaluation process.

4.6 LEVEL OF EXPERTISE (ATTACHMENT D)

The Offeror shall prepare and submit Attachment D. The Level of Expertise is to allow the Offerors to differentiate themselves based on their technical capability. Offerors should identify high performance claims based on their expertise and experience supported by verifiable performance metrics. All cost and schedule impacts associated with technical capabilities listed below must be included in your base project cost/schedule.

In order to minimize any bias, the Risk Assessment Plan MUST NOT contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, supplier or manufacturer names, or product names). The Risk Assessment Plan must not identify the Offeror's cost proposal for this service.

A Level of Expertise template is provided in this document and must be used by all the Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). The Level of Expertise document must NOT exceed two pages. Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may be marked as nonresponsive and eliminated from the evaluation process.

4.7 RISK ASSESSMENT PLAN (ATTACHMENT E)

The Offeror shall prepare and submit Attachment E. The Risk Assessment Plan should address risks that may impact the successful delivery of this service, considering all expectations as described in this RFP. The Offeror should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, generate cost increases or change orders, or may be a source of dissatisfaction for the owner. The Offeror should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The Offeror must also explain how it will avoid or minimize the risks from occurring. If the Offeror has a unique method to minimize the risk, the Offeror should explain it in non-technical terms. The Risk Assessment plan gives the opportunity for the Offeror to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the County and the risk to a successful outcome of the service. The Risk Assessment Plan is broken down into two subparts: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

- **Assessment of Controllable Risks:** This includes risks, activities, or tasks that are controllable by the Offeror, or by entities/individuals that are contracted to by the Offeror. This includes things that are part of the technical scope of what the Offeror is being hired to do. This may also include risks that have already been minimized before the project begins due to the Offeror's expertise (i.e. risks that are no longer risks due to the Offeror's expertise in delivering this type of project). All risks and strategies to mitigate these controllable risks must be included in the Offeror's cost proposal.
- **Assessment of Non-Controllable Risks:** This includes risks, activities, or tasks that are not controllable by the Offeror. This may include risks that are controlled by the County, County's agents or organizations, risks that are caused by outside agencies, or completely uncontrollable risks. Although these risks may not be controlled by the Offeror, the Offeror must identify a strategy that can be followed or used to mitigate these risks. All risks and strategies to mitigate these non-controllable risks must not be included in the Offeror's cost proposal.

In order to minimize any bias, the Risk Assessment Plan MUST NOT contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names,

supplier or manufacturer names, or product names). The Risk Assessment Plan must not identify the Offeror's cost proposal for this service.

A Risk Assessment Plan template is provided in this document and must be used by all the Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). The Risk Assessment Plan should be brief and concise. The Risk Assessment Plan must NOT exceed 4 pages (2 pages for the Assessment of Controllable Risks, 2 pages for the Assessment of Non-Controllable Risks). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may be marked as nonresponsive and eliminated from the evaluation process. The County also reserves the right, in its sole discretion, to modify a Proposal to remove non-compliant information. The Risk Assessment Plan will become part of the final contract (if Offeror is selected for award).

4.8 VALUE ASSESSMENT PLAN (ATTACHMENT F)

The Offer shall prepare and submit Attachment F. The purpose of the Value Assessment Plan is to provide Offerors with an opportunity to identify any value added options or ideas that may benefit the County at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Offeror should identify: 1) what the County may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Proposer should list the cost and time impact of its options or ideas. All items should be listed in terms of a percentage of the project cost. The ideas identified in the VA Plan must NOT be included in the Offeror's project cost. The value assessment plan is only used when cost is a major factor in the selection. The Offeror should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must impact cost). All cost impacts associated with these value-added options must NOT be included in your base cost

The potential impacts to cost/financials should only be listed in the cost proposal form (Attachment G). Prior to award (during the Clarification Phase), the County will determine if the value-added items will be accepted or rejected.

In order to minimize any bias, the Value Assessment Plan MUST NOT contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, supplier or manufacturer names, or product names). The Value Assessment Plan must not identify the Offeror's cost proposal for this service.

A Value Assessment Plan template is provided in this document and must be used by all the Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). The Value Assessment Plan should be brief and concise. The Value Assessment Plan must NOT exceed 2 pages. Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may be marked as nonresponsive and eliminated from the evaluation process. The County also reserves the right, in its sole discretion, to modify a Proposal to remove non-compliant information.

4.9 COST PROPOSAL (ATTACHMENT G)

The Offeror shall prepare and submit Attachment G. The total cost (lump sum) shall be used in the analysis. The total cost (lump sum) shall include the cost for everything that is necessary to meet the requirements of the County as described in the RFP. This cost shall include (but is not limited to): materials, products, labor, subcontractors, suppliers, equipment, training, fees, overhead, profits, travel, all taxes and all direct and indirect costs.

The Offeror shall submit estimated costs (if any) for each value-added item from the Offeror's Value Assessment Plan in Attachment F and estimated schedule impacts (if any).

SECTION 5: EVALUATION PROCESS

5.1 OVERVIEW

The County will determine the potential best-valued Offeror who, in the sole judgment of the County, best meets the RFP requirements. The County reserves the right to clarify, negotiate, or seek additional information on any proposal. At any point during the procurement, the County reserves the right to re-scope the project, issue a new solicitation, or cancel the RFP altogether. The County reserves the right to add/delete/modify any criteria or requirement in this RFP if the County deems it to be in their best interest (at the County's sole discretion).

5.2 EVALUATION SUMMARY

Proposals will be prioritized based on the categories described below. Note: Only shortlisted Offerors will be evaluated and receive points for Interviews and Demonstrations.

Evaluation Category	Points
Service Plan	200
Level of Expertise Document	150
Risk Assessment Plan	200
Value Assessment Plan	100
Interviews	150
Price	200
Total	1,000

5.3 RESPONSIVE AND RESPONSIBLE

The County shall only consider and evaluate proposals from responsive and responsible Offerors.

To be considered responsive, at a minimum, Offerors must complete and submit all of the required information that is requested in this RFP and its Attachments and the Proposal must also be delivered on time and to the correct address as identified in this RFP. Any proposal that is illegible, incomplete or otherwise irregular in any way will be marked as non-responsive.

To be considered responsible, at a minimum, Offerors must be presently engaged in providing services similar to those required in this RFP, must have appropriate licenses, and must be capable of performing the services required outlined in this RFP. The County, in its sole discretion, may reject any proposal in which the Offeror:

- Has unsatisfactorily performed work for the County;
- Has a current contract with the County which is not in good standing;
- Has had a contract terminated by the County for non-performance;
- Is engaged in unresolved disputes or is in litigation with the County;
- Has been, or is presently debarred, suspended, proposed for debarment; or declared ineligible for award of a contract by any public entity.
- Has had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or tax evasion.

The County reserves the right to contact any Offeror to clarify any information in its proposal, to request additional information from the Offeror, or to conduct additional investigation about the Offeror not outlined in this RFP. Offerors that do not, or cannot provide the requested information will be considered nonresponsive.

5.4 EVALUATION COMMITTEE

An Evaluation Committee will be used to evaluate specific portions of all responsive Proposals (including the Level of Expertise Document, Risk Assessment Plan, Value Assessment Plan, Interviews and Demonstrations). The Evaluation Committee will independently review and score the items comparatively to one another based on a 1, 5, 10 scale. A "10" represents that the item being evaluated is dominantly greater (or has more value) than the average. A "5" represents that the item being evaluated is about average (or there is insufficient information to make a dominant decision). A "1" represents that the item being evaluated is dominantly below the average. Once each member has individually scored each item, their scores will be sent to the Buyer, who will then average the scores together to obtain the final average score for each of the evaluated criteria.

The identity of the evaluation committee will not be revealed until after selection of a respondent has been made. Contact with a committee member prior to selection of a respondent may be grounds for removal of the respondent from consideration.

5.5 SHORTLISTING OFFERORS

The County expects to follow the process below to shortlist Proposals; however, the County may modify this process if it is in the best interest of the County:

1. All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Buyer may contact Offerors for clarification of the responses.
2. The Buyer will assign a unique code to each responsive proposal.
3. The Buyer will provide evaluation documents to each Evaluation Committee member along with coded Level of Expertise Document, Risk Assessment Plan and Value Assessment Plan. No cost information or team information will be provided to the Committee members.
4. The Committee members will independently evaluate and score the documents and submit their scores back to the Buyer.
5. The Buyer will create a linear matrix model to assist in analyzing and prioritizing the responsive Proposals based on the submitted information. The model will analyze: Cost, Level of Expertise Document, Risk Assessment Plan and Value Assessment Plan. This model will assign points based on the normalized distance that a score is from the best score.
6. All vendors who submit proposals, which are deemed responsive, will be initially shortlisted. The Evaluation Committee reserves the right to increase or decrease the number of shortlisted proposals based on the overall competitiveness of the proposals.
7. The Shortlisted Offerors will be required to participate in the interview process.

5.6 INTERVIEWS

The County will conduct interviews with the Senior Management, Project Manager, Subject Matter Expert, and IT Expert from each of the Shortlisted Offerors. These individuals must be the same individuals that are listed in the Offeror's Proposal (Attachment B). No substitutes, proxies, phone interviews, or electronic interviews will be allowed. Individuals who fail to attend the interview on the date/time specified will be given a "1" score, which may jeopardize the Offeror's competitiveness.

Interviews are expected to last approximately 20 minutes per individual. No other individuals (from the Offeror's organization) will be allowed to sit in or participate during the interview session. Interviewees may not bring notes or handouts. The County will interview individuals separately.

Interviewees will be prohibited from making any reference to their proposed cost proposal. The County may request additional information prior to interviews and may request to interview additional personnel.

5.7 FINAL PRIORITIZATION OF OFFERORS AND COMPETITIVE RANGE

After the shortlisted Offerors have been interviewed, they will be evaluated and scored by the Evaluation Committee. The Buyer will then create a final linear matrix model for the shortlisted Offerors based on all of the criteria outlined in Section 5.2. Once these Offerors have been prioritized, the Buyer will determine the competitive range.

Competitive Range

The Buyer will determine the competitive range based on the highest prioritized Offeror(s) in the following manner:

- If the highest ranked Offeror's cost proposal is within 10% of the next highest ranked Offeror's cost proposal, The County will proceed to invite the highest ranked Offeror to the Clarification Period.
- If the highest ranked Offeror's cost proposal is 10% (or more) higher than the next highest ranked Offeror's cost proposal, The County reserves the right to invite the second highest ranked Offeror to the Clarification Period.

SECTION 6: CLARIFICATION PERIOD

6.1 OVERVIEW

Prior to award, the apparent best-valued Offeror will be required to perform the clarification period functions as outlined in this section. The intent of this period is to allow the apparent best-valued Offeror an opportunity to clarify any issues or risks, and confirm that their proposal is accurate. The Clarification Period is carried out prior to the signing of the Contract. The County's objective is to have the project completed on time, without any cost/financial deviations, and with high customer satisfaction. At the end of the project, the County will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror preplan the project to ensure there are no surprises.

It is the Offeror's responsibility to ensure the Offeror understands the County's subjective expectations. It is not the County's responsibility to ensure that the Offeror understands what its expectations are. The Offeror is at risk, and part of the risk is understanding The County's expectations. The Offeror will not be permitted to modify its proposal, proposed financial contribution, or project team (unless through mutual negotiations with The County, in which case the new offer becomes binding).

The Clarification Phase provides the Offeror with an opportunity to identify "what is in" and "what is out" of their proposal. This is attached with a milestone schedule and a cost, and proposed schedule of values. The State has the right to accept or deny this proposal. The State also has a right to identify their perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major products of the Clarification Phase include the scope of the project, the milestone schedule, the Risk Assessment Plan (RAP), the cost breakout of the project, and the weekly risk report (WRR.) The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Offeror.

In many cases, one of the Offeror's biggest risks (in terms of delivering the service with high satisfaction) is the client. Therefore, it is in the Offeror's best interest to identify any issues or concerns ahead of time during the Clarification Phase. The Offeror should minimize their risk by creating documentation that assists them to be proactive in mitigating risk.

6.2 PRE-PLANNING AND COORDINATION

Offerors may be required to provide the State with supporting documentation of any information listed in their submittals before entering the Clarification Phase.

Once the best value Offeror is notified, the State may provide a list of risks identified by the other Offerors and a list of any the State issues or concerns.

The State requires that the Offeror attend a Kick-Off Meeting to present their proposal, the milestone schedule, their Risk Assessment Plan (RAP), and to seek additional issues or concerns that the State may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Kick-Off Meeting:

1. Ensure that the State project manager has invited all the State stakeholders and participants to the meeting (including client, subcontractors, designer / AE, interested parties, etc.)
2. Present the scope of their services ("what is in" and "what is out").
3. Present their milestone schedule and their risk assessment plan (RAP.) This includes risks and potential mitigation to the risks.
4. Identify client responsibilities.

5. Present their Weekly Risk Report (WRR) format.
6. Identify any RFIs that they may have.
7. Listen to concerns, issues, and comments from the State stakeholders.
8. Propose a schedule to finalize Clarification Phase and the contract documents.

Once the Clarification Kick-off Meeting is held, and if the State is comfortable with the Offeror's proposal, the Clarification Phase begins. The Offeror will be required to complete the following:

1. Revisit the site/buildings/campus to do any additional investigating.
2. Coordinate with all parties that will be involved with the project.
3. Resolve concerns and issues they have with mitigating actions.
4. Finalize the Clarification Documents (contract, WRR, milestone schedule, RAP, project scope.)

6.3 CLARIFICATION DOCUMENT

The Offeror will be required to coordinate with all critical parties and preplan the project in detail to ensure there are no surprises. At a minimum, the Offeror is expected, but not limited, to provide the following:

1. Cost verification
 - a. Detailed cost breakdown
 - b. Identify why the cost proposal may be significantly different from competitors
 - c. Review big-ticket items
 - d. Review value added options
 - e. Identify how payments will be made
 - f. Budget specific information:
2. Align expectations
 - a. Identify any potential deal breakers
 - b. Clearly identify what is included and excluded in the proposal
 - c. Review any unique requirements with the County
 - d. Review interview statements
 - e. Clearly identify County roles and responsibilities
 - f. Review and approve all contract terms and conditions
3. Identify all project assumptions
 - a. Prepare a list of all project assumptions and associated impacts
 - b. Identify controlled and uncontrolled risks by the Offeror and the County; and the impact uncontrolled risks may have on the project.
 - c. Provide a plan to mitigate all uncontrolled risks by the Offeror
4. Performance reports and metrics
 - a. Identify how the Offeror will track and document their performance for each of the areas of the service
 - b. Provide an actual monthly performance metric report with sample data
 - c. Identify how The County will document this service as a success
 - d. Review the Weekly Risk Report
5. Detailed plans (more details listed in 7 below)
 - a. Provide a detailed plan to address the required level of service
 - b. Provide a plan to address staffing and turnover
 - c. Provide a detailed plan describing how security and confidentiality will be upheld
 - d. Provide a detailed plan for quality assurance
6. Organization details
 - a. Provide Washington business licenses for Firm and all Subcontractor(s)

- b. Provide Firm's Tax ID
 - c. Provide an organizational chart for your overall organization showing each entity within your organization
 - d. Type and amount of work the subcontractor(s) will be performing (if applicable)
 - e. Describe each subcontractor's selection and replacement procedures for the project staff that will be providing the services (if applicable)
7. Eligibility/Qualifications – Offeror will also be required to provide details on the following:
- a. Describe the Offeror's history and experience with implementing and maintaining inmate phone systems.
 - b. Describe the Offeror's history and experience with implementing and maintaining Inmate tablet solutions which run on wireless network systems.
 - c. Describe the Offeror's history and experience with implementing and maintaining Video Visitation systems.
 - d. Describe the Offeror's history and experience with implementing and maintaining interfaces with customer systems.
 - e. Describe the Offeror's history and experience with the project management discipline and co-managing an implementation with their customers.
8. Technical Requirements – Offeror will be required to provide details on meetings all technical requirements listed in Attachment H.

6.4 CLARIFICATION DOCUMENT

The potential best-valued Offeror will be required to submit a Clarification Document, that will contain (at a minimum) the information outlined in Section 6.2. This document will only be performed by the Offeror that is invited to (and successfully completes) the Clarification Period. Any invitation will not constitute a legally binding offer to enter into a contract on the part of The County to the Offeror.

6.5 CLARIFICATION SUMMARY MEETING

The Clarification Summary Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question and answer session. The Offeror and the State stakeholders must not wait for the meeting to ask questions. All coordination and planning with the State should be done prior to the meeting.

The Offeror should give a presentation, which walks the State through the entire project and summarizes all of the coordination and planning done during the Clarification Phase. The Offeror should bring their team and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the State is responsible for in this project and should identify exactly what they want from the State with due dates. The Offeror must convince the State that they have minimized all risks and will not be surprised once the project begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Document.

6.6 NEGOTIATION PERIOD

The County reserves the right to negotiate with the potential best-valued Offeror during the Clarification Period. This may include, but is not limited to, modifying the scope of the project. If any changes are made, the changes may not have the effect of changing the ranking of the highest ranked proposal. Any negotiations will not constitute a legally binding offer to enter into a contract on the part of The County or the Offeror. When the Negotiation Period has been completed, the Offeror may be required to submit an Amended Clarification Document which shall include any changes to the proposal based on the negotiations with The County.

If the best-valued Offeror fails to provide necessary information for negotiations in a timely manner or fails to negotiate in good faith, The County may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. Negotiations will be held in Spokane, Washington. If travel is necessary, the Offeror will be responsible for their own travel and per diem expenses.

6.7 ADDITIONAL TERMS AND CONDITIONS

The County reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

6.8 REQUIRED FORMS

The following completed forms will be required from the **selected contractor(s)**, prior to contract award:

- Washington State Business License
- Certificate of Insurance
- Spokane County Personnel Inventory Report
- Affidavit and Certificate of Compliance with Spokane County Code 12.16
- Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- Spokane County Code 3.04.120 and Consultant Disclosure Form (if applicable)
- 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- Equal Benefits Compliance Declaration Form

6.9 FAILURE TO ENTER INTO AN AGREEMENT

At any time during the Clarification Period, if the County is not satisfied with the progress being made by the invited Offeror, the County may terminate the Clarification Period activities and then commence or resume a new Clarification Period with the next highest ranked Offeror. If the Offeror and County fail to agree to terms, or fail to execute a contract, the County may commence a new Clarification Period with an alternative Offeror. There will be no legally binding relationship created with any Offeror prior to the execution of a written agreement.

SECTION 7: INTENT TO AWARD AND EXECUTION PHASE

7.1 NOTICE OF INTENT TO AWARD

After the completion of contract negotiations, the Buyer will issue a written Notice of Intent to Award (NOIA) and send copies to all Offerors. The NOIA will set out the names of all Offerors and identify the proposal selected for award.

No action of The County other than a written notice from the Buyer to the Offeror, advising of acceptance of the proposal and The County's intent to enter into an Agreement, shall constitute acceptance of the proposal.

7.2 WEEKLY RISK REPORTING SYSTEM

Overview: The Weekly Risk Reporting System (WRRS) is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the County in analyzing the performance of each Project based on risk. The WRRs do not substitute or eliminate weekly progress reports or any other traditional reporting system (that the Offeror may do).

The purpose of the WRRs is to allow the Offeror to manage and document all risks that occur throughout a project. Risk is defined as anything that impacts the project cost or project schedule. This includes risks that are caused by the Offeror (or entities contracted by the Offeror), and risks that are caused by the County (scope changes, unforeseen conditions, etc.). The County Project Manager may also require the Offeror to document risks that may impact the County satisfaction.

Submission: The weekly report is an excel file that must be submitted on Friday of every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). Please contact the Project Manager if you have not received an electronic version of the spreadsheet (once the Contract Award has been issued).

The completed report must be saved using the date and name of the Project given by the County (Format: YYMMDD_Project Name_Project ID; For example, 'Polk Project' for the week ending Friday, March 1, 2014, should be labeled '140301_PolkProject_01-123-45-6789'). Weekly Reports are to be emailed by Friday.

The weekly report consists of scope changes or unforeseen events that are risks to the project in terms of cost, schedule, or the County satisfaction including any issues that could potentially develop into a risk. When a new issue is identified, it is added to the project risks, along with the following: Identification date (date the risk was identified), plan to minimize the risk, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

Prior to submitting the report, the Offeror must contact the County if there are any risks or potential risks identified. The Offeror is required to provide a satisfaction rating based on the identified risk and their plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied). The Offeror may modify their satisfaction ratings at any time throughout the Project. When a risk is resolved, the actual date of resolution must be listed.

The Offeror is also required to submit a detailed milestone project schedule (including the Contract Award date, substantial completion date, and final payment date) in the weekly report. The schedule report must contain the Offeror's original schedule along with the current estimated schedule.

The County will analyze the reports for accuracy and timeliness. The report will be used in part by the County to determine the overall final performance rating of the Offeror (and its team).

7.3 POST PROJECT EVALUATION

Upon completion of the contract, The County will evaluate their overall satisfaction of the service. This includes (but is not limited to): overall quality and satisfaction, ability to deliver the service on-time, ability to deliver the service without any cost increases, ability to manage the service, ability to minimize complaints, ability to minimize County efforts, submission of accurate and timely weekly risk reports, and ability to provide any performance metrics. The final ratings may be made public and posted online. The final ratings will be used to modify/replace the Past Performance Information ratings (Section 4.8) on future competitive solicitations for The County.

SECTION 8: ADDITIONAL CONDITIONS AND REQUIREMENTS

8.1 CONTRACT HOLDOVER

The County and the successful Offeror agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

8.2 AMENDMENTS

If an amendment is issued, it will be provided to all who were provided a copy of the RFP and to those who have registered with the Buyer after receiving the RFP from Spokane County Online Public Notice web site.

Only those clarifications or interpretations of the documents that have been issued by written addenda by the Spokane County Purchasing Department will be official.

Clarifications given during the submittal process by the County to respondent's questions will be considered informal and unofficial. The county shall not be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document the respondent shall at once notify the person designated to answer administrative questions.

Acknowledge receipt of addenda in Attachment A. Failure to provide acknowledgment may result in the submittal being rejected as not responsive.

8.3 ALTERNATE PROPOSALS

Except as otherwise provided in this RFP, Offerors may only submit one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

8.4 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, and all applicable local, County, and federal laws, codes, and regulations. The Buyer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Spokane County reserves the right to reject any or all Proposals, portions or parts thereof and to waive all minor irregularities. The Board of County Commissioners may reject any or all submittals for good cause.

Offerors may not qualify the proposal nor restrict the rights of The County. If an Offeror does so, the Buyer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;

- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the Buyer.

The County reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended Offeror shall be rejected.

8.5 COUNTY NOT RESPONSIBLE FOR PREPARATION COSTS

The County will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

8.6 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the Offeror must provide the following information concerning each prospective subcontractor within five working days from the date of The County's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Washington business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An Offeror's failure to provide this information, within the time set, may cause The County to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project manager.

8.7 JOINT VENTURES

Joint ventures are acceptable as long as one partner is designated as the managing partner. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

8.8 CONFLICT OF INTEREST

Each proposal shall include a Statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by Spokane County or formerly employed by Spokane County within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Administration reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the

objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

Offeror's may not solicit or market additional items or information to Spokane County employees and retirees and/or any dependents of covered members during this solicitation period and during the term of any resulting contract.

8.9 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the designated County project manager.

8.10 ASSIGNMENT

The contractor may not transfer or assign any portion of the contract without prior written approval from the Buyer.

8.11 DISPUTES

Any dispute arising out of this agreement will be resolved under the laws and regulations of Washington State and Spokane County. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for Spokane County.

8.12 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

8.13 FEDERAL REQUIREMENTS

The Offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

8.14 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

Each proposal shall constitute an offer to the County as outlined therein and shall be irrevocable after the submittal deadline. A Firm may withdraw its proposal by giving written notice to the County at the place such proposals are to be received and at any time prior to the time and date of the submittal deadline. Such withdrawal shall not preclude the submission of another proposal prior to the time and date set for the submittal deadline. After the submittal deadline, submittals may not be withdrawn for a period exceeding 60 days after the submittal deadline except at the County's option.

8.15 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 8.8 Right of Rejection. However, if The County fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish The County's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if The County's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

8.16 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the Buyer or the proposal evaluation committee (PEC) are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Buyer or the PEC may be adjusted as a result of a clarification under this section.

8.17 DISCUSSION WITH OFFERORS

The County may conduct discussions with Offerors. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Buyer. Discussions will only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Buyer. Discussions, if held, will be after initial evaluation of proposals by the Buyer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Buyer may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's immediate previous proposal is considered the Offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the Buyer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the Offeror.

8.18 VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of The County's request.

8.19 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within Spokane County.

8.20 WASHINGTON BUSINESS LICENSE

Washington Business License

Prior to the award of a contract, an Offeror must hold a valid Washington business license.

8.21 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost or evaluator's scores will be determined. The lowest cost proposal and the highest score for each evaluated category will receive the maximum number of

points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below.

POINTS BASED ON COST

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

POINTS BASED ON SCORES

$$\frac{[(\text{Highest Score for each Evaluated Category}) \times (\text{Maximum Points for Cost})]}{(\text{Score of Each Lower Evaluated Category})} = \text{POINTS}$$

8.22 PROTEST

This procedure is available to Offerors who submitted a response to this solicitation document. When the County receives a written protest from a respondent to the RFP, the County will not execute a contract for the work with anyone other than the protesting respondent without first providing at least two full County business days' written notice of the County's intent to execute a contract for the work; provided that the protesting respondent submits notice in writing of its protest no later than two full business days following the due date and time to receive responses. Intermediate Saturdays, Sundays, and legal holidays are not counted.

Respondents protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Contractors under this procurement.

All protests must be in writing and be signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the Director of Purchasing, C/O the Spokane County Purchasing Department, 1211 W. Gardner Ave., 2nd Floor, Spokane, WA 99260 and reference RFP number "P11092" and title "Inmate Phone, Video Visitation and Visitation Administration Project".

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or Agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Department's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the Purchasing Manager. The Purchasing Manager or an employee delegated by the Purchasing Manager who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Contractor which submitted a proposal, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the Director of Purchasing.

The final determination of the protest shall:

- Find the protest lacking in merit; or
- Find only technical or harmless errors in the acquisition process and determine the process to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If it is determined that the protest is without merit, the County will make award to the apparently successful contractor(s). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

8.23 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

8.24 CONTRACT APPROVAL

This RFP does not, by itself, obligate The County. The County's obligation will commence when the contract is approved by the Board of County Commissioners Commissioner's designee. Upon written notice to the contractor, The County may set a different starting date for the contract. The County will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by The County.

8.25 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the attached County's Sample Agreement (Appendix C). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Civil Prosecutor. Objections to any of the provisions in Appendix C must be set out in the Offeror's proposal.

8.26 PROPOSAL AS PART OF THE CONTRACT

Part or all of this RFP, including all Appendices, Attachments, and any Amendments that may be issued, and the successful proposal may be incorporated into the contract.

8.27 INSURANCE REQUIREMENTS

The successful Offeror must provide proof of workers' compensation insurance prior to contract approval. The successful Offeror must secure the insurance coverage required by The County. The coverage must be satisfactory to the Department Risk Management. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form Appendix D, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Risk Management. Objections to any of the requirements in Appendix D must be set out in the Offeror's proposal.

8.28 CONTRACT FUNDING

Approval or continuation of a contract resulting from this is contingent upon Board of County Commissioner's appropriation.

8.29 PROPOSED PAYMENT PROCEDURES

The County will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by The County's project manager.

8.30 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Board of County Commissioners or the Commissioner's designee. Under no conditions will The County be liable for the payment of any interest charges associated with the cost of the contract.

The County is not responsible for and will not pay local, County, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

8.31 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the designated County project manager. Personnel changes that are not approved by The County may be grounds for The County to terminate the contract.

8.32 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the designated County project manager. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the County to terminate the contract. In this event, the County may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

8.33 TERMINATION FOR DEFAULT

If the project manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the County may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict The County's termination rights under the contract provisions of Appendix C.

8.34 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the project manager has secured any required County approvals necessary for the amendment and issued a written contract amendment, approved by the County Board of Commissioners or the Commissioner's designee.

8.35 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

8.36 NONDISCLOSURE AND CONFIDENTIALITY

All proposals and other material submitted become the property of Spokane County and may be returned only at The County's option.

The Washington Public Disclosure Act, Chapter 42.56 RCW ("Public Records Act") exempts the following information from public disclosure:

- Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data".
- Proprietary data, trade secrets, or other information that relates to: (a) A vendor's unique methods of conducting business; (b) data unique to the product or services of the vendor. "Trade Secrets" are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Any information contained in the proposal that is considered confidential/proprietary must be clearly designated and marked. Marking of the entire proposal or entire sections as confidential/proprietary will not be honored and may render the submittal as non-responsive. Marking of pricing as confidential/proprietary will not be honored.

Proposals submitted to Spokane County for consideration will be held in confidence, and not be made available to other vendors for review or comparison until after award and contract execution.

If a request is made to view a proposer's confidential/proprietary documents, records, or information, Spokane County will comply strictly with the Public Records Act.

Spokane County shall notify the proposer in writing of the public records request as provided in RCW 42.56.520. Within ten days of this notice, the affected proposer will be asked to provide the legal basis under which such documents are not subject to disclosure under the Public Records Act. Additionally, County legal staff will review the documents requested to determine whether or not the documents are subject to disclosure under that act. Spokane County will be the sole judge as to the records, documents or information that constitutes public information.

The proposer shall be notified in writing if Spokane County determines that the documents, records, or information are subject to disclosure. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five calendar days after receipt of the notice that Spokane County legal staff has determined such documents are subject to disclosure and provided Spokane County written notice of the actions, Spokane County may make such portions available for review and copying by the public as Spokane County, in its sole judgment as to the records, documents or information that constitute public information under the Public Records Act.

Marking of the entire proposal or entire sections as "Confidential", "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" will not be honored and may render the submittal non-responsive. Marking of pricing as "Confidential"

or "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" will not be honored.

8.37 INDEMNIFICATION

The Contractor is an independent contractor and not the agent or employee of the County. No liability shall attach to the County for entering into this contract or because of any act or omission of the Contractor except as expressly provided.

The Contractor agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to defend, indemnify and hold the County harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, their agents or employees. The Contractor's duty to defend, indemnify and hold the County harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

Contractor further agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify the County.