



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Request for Proposal	Item No:
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Meeting Date: January 12th, 2021

Department: Klamath County Sheriff’s Office – Corrections- Chris Kaber Sheriff

Issue: Klamath County Jail is seeking RFP for Corrections Communication Service.

Background: The Klamath County Sheriff’s Office seeks proposals from qualified experienced Vendors who can provide a comprehensive, reliable Corrections Communications Solution (CCS) including Adult in Custody (AIC) telephone, video visitation and optional correctional grade tablet services to the Klamath County Jail.

Recommended Motion: Allow for publishing for Request for Proposal for Correction Communications Solution for inmates at the Klamath County Jail

DONE AND DATED this _____ day of _____, 20____.

 Chair
 Approved
 Denied

 Vice-Chair
 Approved
 Denied

 Commissioner
 Approved
 Denied

KLAMATH COUNTY, OREGON

REQUEST FOR PROPOSAL

FOR

Klamath County Jail
Corrections Communication Service
KLAMATH FALLS, OREGON



Issue Date: January 12, 2021

Issuing Office: Klamath County Sheriff's Office
Contact: Brian Bryson, Lieutenant
Address: 305 Main Street, Klamath Falls, Oregon, 97601
Phone (voice): (541) 851-3768
Phone (fax): (541) 883-4271
E-mail: bbryson@co.klamath.or.us

Closing Date: 2:00 P.M., February 15, 2021

FAXED OR ELECTRONIC PROPOSALS **WILL NOT** BE ACCEPTED

KLAMATH COUNTY, OREGON
REQUEST FOR PROPOSAL
Public Notice

The Klamath County Sheriff's Office seeks proposals from qualified experienced Vendors who can provide a comprehensive, reliable Corrections Communications Solution (CCS) including Adult in Custody (AIC) telephone, video visitation and optional correctional grade tablet services to the Klamath County Jail.

The RFP document may be obtained from the undersigned at 305 Main Street, Klamath Falls, Oregon 97601 or by calling (541) 851-3693 Monday through Friday 8:00 a.m. - 4:00 p.m. The RFP is also available on the web at <http://www.klamathcounty.org/Bids.aspx>. Any party downloading the RFP packet from the web will be responsible to check with the Contracting and Risk Manager, by phone 541-851-3693, or email at lbarlow-hunter@co.klamath.or.us, or online at the above referenced link, for any addenda issued for this project.

The Vendors may attend the site evaluation on the date and time specified in the Schedule of Events at the location provided on the front page of this RFP document. To attend the site evaluation, the Vendor must email the RFP contact specified on the front page of this RFP document and lbarlow-hunter@co.klamath.or.us. This email must be received on or before the date specified in the Schedule of Events. The email must list each attendee. Each Vendor will be limited to 2 representatives at the site evaluation. This will be the only time available for Vendors to visit the Facilities during the RFP process.

Questions pertaining to the scope of work should be directed to the Klamath County Jail and Contracting Department.

Sealed proposals marked "**Corrections Communication Service**" shall be received by the Contract and Risk Manager no later than 2 p.m., February 15, 2021 at the address listed on the front page of the RFP. Proposals may be delivered via U.S. Mail or courier or hand-delivered. Proposals shall be sent to the attention of Leslie Barlow-Hunter, Contract and Risk Manager. Late, faxed or electronically submitted proposals shall not be accepted.

Klamath County may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may for good cause reject any or all proposals upon a finding of the agency it is in the public interest to do so.

Leslie Barlow-Hunter
Contract and Risk Manager

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1. INTRODUCTION

1.1. OVERVIEW, OBJECTIVES, AND BACKGROUND

Overview. The Klamath County Sheriff's Office seeks proposals from qualified experienced Vendors who can provide a comprehensive, reliable Corrections Communications Solution (CCS) including Adult in Custody (AIC) telephone, video visitation and optional correctional grade tablet services to the Klamath County Jail. For the purpose of this RFP, the term "Vendor" refers to the provider of equipment and services. The word "County" will refer to Klamath County. The "System" will be referred to as the AIC telephone and/or video visitation system. The purpose of this document is to define the processes and procedures to be followed by the selected Vendor.

Background. The maximum population of the Klamath County Jail is 152 AIC's. Securus is currently providing Corrections Communications Service to the County. Facility information and equipment currently utilized below:

Klamath County Jail
3201 Vandenberg Rd Klamath Falls, OR 97603
Avg Daily Population: 126
Total AIC Phones: 15
Telephone cord length: 18"
Portable/Cordless Phones: 00
Tablets: 00
Kiosks: 00
Jail Management System: Executive Information Services (EIS)
Commissary: Trinity Services
Current Provider: Securus Technologies
Visitation rooms: 08

Objective.

The County intends to enter into an agreement with a Vendor who can provide a total CCS solution, and address the specific functionality described in this RFP. The CCS must minimally have the capabilities and functionality as listed in the Scope of Work. The Corrections Communication Services platform services must include:

- Software;
IP-based & Mobile-friendly (Android and Apple)
- Applications of AIC Telephone Service, Video Visitation and correctional grade tablet services
Automated Information Services
AIC Electronic Mail
Commissary Ordering application
Custom web-based application(s)
AIC Forms & Grievance application
Law Library
MP4 video application
Video Relay System
WIFI
- Hardware, as described herein

1.1.1. This Request for Proposal ("RFP") is being issued by the Klamath County Sheriff's Office. Proposals must be submitted to Leslie Barlow-Hunter, Contracting and Risk Manager, 305 Main Street Suite 216, Klamath Falls, OR 97601, no later than 2:00 p.m., February 15, 2020.

1.1.2. The objective of the RFP is to identify a qualified vendor that can offer the highest quality service in as efficient and timely manner possible at the best value to Klamath County.

1.1.3. In order to ensure consideration, proper identification and handling, the proposal must be clearly marked:

Corrections Communication Service

1.1.4. Klamath County will not be responsible for identifying and handling any proposal that is not submitted this way. Failure to label may result in disqualification of your proposal.

1.2. PURPOSE

- 1.2.1. The Klamath County Sheriff's Office invites written sealed proposals to enter into contract with the County for the Jail Communications Services outlined in these Sections.
- 1.2.2. All qualified Proposers are invited to respond to this RFP by submitting a proposal consistent with the terms, conditions, and specifications stated herein.

1.3. SCHEDULE

<u>Event</u>	<u>Due Date</u>
Date of Issuance	January 12, 2021
Optional site Evaluation	February 1, 2021
Written Questions	February 7, 2021
RFP Closing	February 15, 2021 @ 2:00pm
Proposal Opening	February 15, 2021
Review and scoring (approx.)	February 22, 2021
Issuance of Notice of Intent to Award (approx.)	March 1, 2021
Award Protests (approx.)	March 2, 2021
Contract Award (approx.)	March 9, 2021

1.4. Optional Site Evaluation

1.4.1 The Vendors may attend the site evaluation on the date and time specified in the Schedule of Events at the location provided in the RFP document.

1.4.2. To attend the site evaluation, the Vendor must email the RFP contact specified on the front page of this RFP document and lbarlow-hunter@co.klamath.or.us. This email must be received on or before the date specified in the Schedule of Events. The email must list each attendee. Each Vendor will be limited to 2 representatives at the site evaluation. This will be the only time available for Vendors to visit the Facilities during the RFP process.

1.4.3 Oral responses to questions during the site evaluation shall be considered nonbinding on the County. Vendor's questions regarding the site evaluation and/or this RFP must be submitted by the Vendor in writing as specified in the schedule of events.

1.5. DEFINITIONS

1.5.1. For general definitions, see OAR 125-246-0110, which are incorporated by reference herein.

1.5.1.1. "County" means Klamath County.

1.5.1.2. "RFP" means this Request for Proposals.

1.5.1.3. "Scope of Work" means the general character of the Supplies and Services, the work's purpose and objectives, and County's expectations. Examples of expectations include, if applicable, a description of the purchase, specifications, tasks (obligations), deliverables, delivery or performance schedule, and acceptance requirements. The Scope of Work helps the prospective Proposers develop the proposals.

1.5.1.4. "Statement of Work" means the specific provision in the final Contract that sets forth and defines in detail the agreed-upon objectives, expectations, performance standards, and other obligations.

1.6. SCOPE OF WORK /STATEMENT OF WORK

1.6.1. **Issuing Office.** This Request for Proposal ("RFP") is being issued by the Klamath Sheriff's Office.

1.6.2. **Objective.**

1.6.3. Scope of Work.

SECTION A VENDOR QUALIFICATIONS AND EXPERIENCE, FINANCIAL STABILITY, AND COMMITMENT TO NEW TECHNOLOGY

A1. Experience

1. Due to the complex nature and security concerns of correctional facilities, Vendors must be well experienced in providing this type of service. The Vendor shall demonstrate at least five years of experience providing Corrections Communication Services to counties of similar size.
2. The Vendor should provide an overview of their firm, including years and nature of experience in AIC communication business.
3. The Vendor shall provide information describing its client base and the proposed system's position in the counties of Oregon.
4. The Vendor must demonstrate a commitment to technology upgrades, including consistent new technology deployment over the last three years or more.

A2. Financial Stability

Vendor shall provide the County with financial statements, including statements of operations, balance sheets, and statements of cash flows, for the last two fiscal years.

A3. References

The Vendor will provide three customer references of accounts similar in size and scope to Klamath County.

A4. New Technology

New technology is important to Klamath County. The system the Vendor is proposing for the County must include frequent technology upgrades.

1. The Vendor will identify the number of currently held patents.
2. The Vendor further asserts that to the Vendor's knowledge the equipment and software proposed does not infringe on any U.S. patent or copyright.
3. The Vendor will hold harmless the County, its officer, and employees against all claims that hardware or software supplied infringe a U.S. patent or copyright.
4. The Vendor will demonstrate technology leadership in the industry. State the amount of money reinvested each year in developing and deploying new technology.

SECTION B TECHNICAL REQUIREMENTS: CORRECTIONS COMMUNICATIONS SERVICE

B1. General Requirements

1. The system shall be a hosted and Internet based application that is securely accessible anywhere at any time, including from mobile devices such as mobile phones and tablets.
2. The system shall allow outgoing calls only.
3. The system shall allow user to buy minutes in one-minute increments.
4. The system shall limit AIC calls to configurable minute increments. Configurations can apply to call duration, location, AIC Account, PIN, or by telephones.

5. The system will notify the AIC and called party of any limits in advance of the system terminating the call.
6. The system shall include voice prompts in English and Spanish. Please identify other language capabilities of the system.
7. The system must have the ability to integrate with third party Vendors to provide the ability to automate the commissary ordering process via kiosk.
8. The system must provide active acceptance by the called party.
9. The system must provide proactive account set-up for called parties who are not able to accept collect calls. Please describe how this works.
10. The system must notify the called party when they have reached a set balance of its site or personal credit limit. Describe how this works.
11. The system shall provide capability for Collect, Prepaid, and Debit calls.
12. The stored call recordings should be maintained at the Vendors central depository and remain uncompressed until the County's authorized personnel requests them to be downloaded.
13. All call recordings shall be stored online and available through the online user interface for 1 year.
14. The Vendor shall provide non-coin, AIC telephones composed of durable equipment suitable for jail environments.
15. The system must be able to utilize current PCs that are available at the County without the need for additional PCs.
16. All Vendor equipment shall comply with FCC regulations.
17. The proposed equipment and system shall be scalable to meet the County's growing needs.
18. The system shall allow free calls to attorneys, public defenders and others deemed appropriate by the County.
19. The system must have the capability to provide a Video Relay System and other telephone devices for the deaf. The system must comply with the Americans with Disabilities Act (ADA) requirements.
20. Vendor must submit a monthly report to the County containing the following information for the previous month:
 - a. All revenue earned;
 - b. Any fees charged;
 - c. Any moneys paid to the correctional facility, city or county;
 - d. The number of completed calls;
 - e. The number of dropped calls; and
 - f. The number of complaints concerning call quality.
21. Vendor must comply with ORS 169.681 and ORS 169.683.
22. The potential Vendor shall detail its Back-Up or Redundancy Plan, as well as its Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the RFP preceding and/or following a natural or human-induced disaster. Contractor's would have to understand that jail operations could impact their movement and time spent in the facility in the event unexpected events take place.

B2. Personal Identification Number (PIN)

1. The system will utilize PINs. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.
2. The system will have the capability to automatically create PINs.
3. The system will prevent assigning duplicate PINs and not allow a PIN to be used by two AICs at the same time.
4. The system will allow for PIN digits to be at least 4 and not greater than 16.
5. Vendor must Develop and implement necessary interface with the County's Jail Management System (EIS) for automatic creation and activation of account at booking and automatic deactivation at release.

B3. Fraud Management

1. The system shall be able to detect, notify, and prevent three-way or conference calls, except for those calls to attorneys or other approved numbers. Please provide a description of the process you have deployed on your platform and why you feel the technical approach provides the best 3-way detection solution.
2. The system shall prevent the AIC from obtaining a second dial tone, or "chain-dialing."
3. The system shall prevent the AIC or called party from dialing extra digits after the call is accepted unless to authorized destinations.
4. The system must be able to allow extra digits to specified dialed numbers by the facility. Please describe process.
5. The system shall be able to remotely monitor AIC calls and be able to transfer calls in progress to investigators.
6. The system shall identify the name of the facility and the AIC placing the call to the called party.
7. The system shall be able to play prompts randomly or at configurable timed intervals throughout the call.
8. The system shall prevent "Hook-switch dialing," and other fraudulent activities. Please describe.
9. The system shall allow call blocking of specific numbers for the entire agency and/ or configurable by each site.
10. The system shall provide ability to approve and disapprove specific phone numbers by telephone.
11. The system shall permit the called party to block future calls from the facility.
12. The system shall have the capability to suspend an AIC privileges from placing a call and set a beginning and end date without the need to manually re-enable privileges.
13. The system shall allow the AIC to record their name one time and store this recorded name for all future calls.
14. The system shall be able to provide a real time validation of calls that are forwarded.
15. The system must allow department personnel to assign surveillance alerts by individual AIC PIN or dialed number. These alerts should include, but not be limited to, the following features:
 - a. Alert to an investigators cell phone or any direct dialed number.
 - b. Allow real time listening of conversation in progress.
 - c. Allow the ability to disconnect the call in progress.
 - d. Allow investigators to assign and enter a PIN when alert call is received.
 - e. Allow the ability to hide the alert from other authorized users that have access to the system.
 - f. Allow investigators to enter optional e-mail address to receive notification of calls by AICs and to dialed numbers that are under surveillance.
 - g. Allow investigators to enter optional cell phone number to receive text notification of calls by AICs and to dialed numbers that are under surveillance.
16. The System should allow for temporary username and passwords to allow investigators access to AIC recordings. Describe your systems ability to allow authorized user access to system User Utilities from any Windows 10 based PC that has access to the internet.

B4. Call Monitoring & Recording

1. Vendor shall provide detailed information on its data storage locations, data redundancy practices, and the processes used when copying and storing all data for phone and video systems.
2. The stored call recordings should be maintained at the Vendors central depository and remain uncompressed until the County's authorized personnel requests them to be downloaded.
3. All call recordings shall be stored online and available through the online user interface for 1 year.
4. Facility personnel must be able to search call recordings by dialed number, date, time, AIC account, or site name.
5. Facility personnel must be able to simultaneously live monitor conversations while the system is recording the conversations.
6. Facility personnel must be able to monitor, disconnect, and/or barge into a live call.

7. The system must provide a call history through live monitoring to allow personnel to see recent activity for phone numbers and phones without navigating away from live monitoring.
8. Please describe additional tools available.

B5. Call Acceptance

1. The system will not allow communication until the called party until the call has been accepted.
2. The system shall detect the difference between an accepted call, and an answering machine, busy signal, and other telephone activity. Please describe.
3. The proposed system shall provide an option for the called party to request rate of the call prior to acceptance.
4. The called party must actively accept the call with the option to enable auto accept of designated telephone numbers.
5. Billing does not begin until the call is accepted by the called party.

B6. System Security

1. The system must be able to be programmed for auto shut-off at times designated by the County
2. County personnel must be able to manually shut down the system in case of emergency and must be capable of being enabled by customer, site, phone group and/or telephone.
3. The system shall be password protected to permit only authorized facility personnel access to the system.
4. The system must have the capability to enable and disable any phone at the facility from any secured internet capable computer.
5. The system's user security must provide restrictive access by public and private IP address. Personnel logging in from an IP address not assigned will not be allowed to access the system remotely.

B7. Automated Information Services

1. The systems must be successfully deployed and operating in more than 20 sites.
2. The systems must be bilingual for non-English speaking Constituents.
3. Systems must use Voice Recognition and Response for interactions.
4. Systems must have the ability to customize settings based on Facility and Constituent needs.

B8. Reports

1. The reports to the County will contain a variety of call information to suit the County's needs.
2. The system must be capable of providing web accessible real-time and historical reports with include but are not limited to:
 - a. Call activity Reports
 - b. Frequently Dialed Number Reports
 - c. 3-Way Call Attempt Report
 - d. Dialed Number by More Than One AIC Report
 - e. Call Volume by Phone Report
3. The system must be capable of providing other detailed reports which include but are not limited to:
 - a. Phone Location of originating call
 - b. Time of call
 - c. Telephone number called
 - d. Most frequently called numbers
 - e. Length of call
 - f. Identify numbers called from a specific telephone
 - g. Identify telephone numbers called by a specific AIC

4. Vendor shall attach samples of their reports.
5. The system shall have the ability to export reports in Excel, Adobe, and comma separated formats.
6. Vendor shall provide a secure access to all reports and calling activity within the facility via the internet/web.
7. Please list and describe additional investigative tools available with the system.

B9. Visitation room Phone Monitoring and Recording (8 visitation rooms)

1. Vendor will detail the proposed visitation phone recording & monitoring system. This detail shall include but not be limited to the name of the manufacturer/vendor used, if service and equipment are not provided directly by Vendor, scheduling software, user interface, control/administrator interface, integration requirements and remote network capabilities.
2. System should be integrated with AIC calling system.
3. System should include anti-tamper screws on a stainless-steel wall plate, spiral-sound stainless-steel armored cable, and anti-tamper transmitter/receiver installed in a small encasement.
4. System must have the ability to record all visitation conversations, or if PINs are applied be able to record specific conversations.
5. System must have the ability to monitor live conversations.
6. System must be scalable and easily upgraded remotely.
7. Call details records must be stored of each visitation conversation.
8. System must have the ability to specify a phone as private attorney visitation, which conversations will not be recorded
9. System must provide the capability to disable and enable visitation recording by PIN, on demand, and in real time.
10. System must continue to allow visitation calls even in the event the call platform goes down
11. System must allow multiple visitors to visit with a single AIC
12. System should allow visitation communication to continue in the event the main AIC telephone system is shut down.

B10. Voice Biometrics -

Please describe what is available.

B11. E-mail -

Please describe what is available.

B12. Video Visitation System

Hosted Video Visitation - Software Requirements

1. Vendor must demonstrate software that has been provided consistently over the past 12 months. Software must be updated on a regularly-scheduled plan at a minimum of three times per year.
2. The system, which includes visitation scheduling, user management, and policy management software, must be web-based and allow for Klamath County to administer visitation sessions and visitation operations based on Klamath County policies.
3. Visitation sessions shall connect automatically, without any intervention from Klamath County.
4. The system must assign a unique identification number to each AIC and user.
5. The AIC interface must have a multi-lingual interface (English and Spanish at a minimum)
6. The system should provide web-based visitation scheduling for authorized users (Agency staff, attorneys, the public) utilizing any standard web browser.
7. The system must display pending visits to Klamath County staff and to those incarcerated.
8. The system must be able to automatically detect if remote visitor's computer system meets minimum requirements for system connectivity.
9. The system must allow users to easily and simply schedule visitation sessions.

10. Remote video visitation sessions must be able to be conducted in both Android and Apple formats for smartphones and tablets.
11. The system must require visitors to provide both a photo of themselves and photo of identification (e.g. driver's license) during registration for Agency staff approval prior to a visitation session.
12. Visitors must be able to pay for the video visitation session using either a credit card or debit card.
13. The system must only display timeslots that meet Klamath County policies.
14. The system must conduct conflict checking and only display times which are available when visits are being scheduled.
15. The system must allow users to easily change their personal information (i.e., password, address, phone number, etc.).
16. The system must send an email to a visitor when a visit is scheduled, modified, or cancelled.
17. The system must assign unique visitation identification numbers for every visit for reporting and tracking purposes.
18. The system must offer customizable set durations (e.g. 20, 30, 40 minutes) for each visit.
19. The system must provide a visual warning message to inform the visitor that the session will be ending in "XX" minutes or provide a visual countdown timer.
20. The system must provide different levels of functionality to facility staff users based on user type. For example:
 - a. Administrators: create/manage/edit – users, schedules, visitation rules, download recorded sessions, etc.
 - b. Users: create/manage scheduled video visits, live monitoring sessions, approve/deny visitors
 - c. Read-only user: can only view scheduled visits
21. The system will require a unique username and password that will allow the user their level of functionality.
22. The system shall provide specific information for tracking AIC and visitor activities and patterns by, at a minimum, the following criteria:
 - a. AIC ID number
 - b. Session ID
 - c. Appointment ID
 - d. AIC first/last name
 - e. Visitor name
 - f. Date and time of visit.
 - g. AIC video visitation station; and location/housing unit
 - h. Daily, weekly and monthly visit statistics.
25. The system will provide audit trail/logs of all activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).
26. The system will allow for an interface with or data retrieval from Klamath County Jail Management System.
 - a. The system must use the same AIC identification number as created by the Jail Management System to identify the AIC on the video visitation system.
 - b. The system must automatically cancel a visit if the AIC's visitation eligibility status has changed, the AIC is moved to a location which doesn't allow or doesn't have visitation available or the AIC has been released.
 - c. The system must send an email cancellation notification to the visitor if a visit is cancelled
27. The system will provide for an Exclusion List which allows the Klamath County to set visitor exclusions (i.e., Visitor A is allowed to visit with anyone in the jail excluding one or more selected AIC) because they are known gang affiliates, contraband smugglers, etc.
28. The system will provide Cancellation/Interruption Broadcast capabilities. The Klamath County staff should be able to interrupt ongoing visits and send email and document why the session was cancelled notification that the session was cancelled due to facility visitation policy violations or AIC movement and can later be rescheduled.
29. The system provides authorized administrative users the ability to do searches and create reports.

30. The system provides a way to display and filter scheduled visits to Staff so they know where and when an AIC needs to be available for pending video visits.
31. The system shall allow for visitation recording.
 - a. Visits will be recorded by user type
 - b. Recorded visits will be searchable and viewable
 - c. Recorded visits will be stored for 90 days
 - d. Klamath County must be able to lock certain recordings such that they will not be purged as part of the standard retention duration.
 - e. Recorded visits must be able to be downloaded into a standard video format (e.g. MP4)
32. Authorized personnel must be able to quickly and easily schedule visitation sessions.
33. The system will provide Visitation Rules capabilities that allows for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby. Such should be configurable to include at least the following:
 - a. AIC is allowed X quantity of on-site visits
 - b. AIC is allowed X quantity of remote visits
 - c. AIC location A is allowed X quantity of on-site visits
 - d. AIC location A is allowed X quantity of remote visits
 - e. Visitor type A is allowed X quantity of on-site visits
 - f. Visitor type A is allowed X quantity of remote visits
34. The system must be able to communicate with the video hardware at the time of a scheduled visit so that the visitation session will automatically commence without staff involvement.
35. The system must have visitation recording capabilities.
36. All scheduling of video visitation sessions must be able to be performed on the Vendor's website via Windows, Apple Macintosh, or mobile devices (smartphones and tablets).
37. The system will provide for commissary ordering via touch screen inputs.
38. The system will provide for sick call reporting via touch screen inputs.
39. Vendor's video visitation system must have been successfully installed and functional in at least 20 client facilities.

B13. Applications

B13.1 Video Visitation System

Video visitation will be used by attorneys, County staff, including probation and parole, as well as the public, and will allow for the scheduling and management of on-site and at-home visitation sessions.

The Hosted video visitation system proposed for the KLAMATH County must meet or exceed the technical requirements outlined in this RFP. The Hosted video visitation system proposed to meet these technical requirements must be provided for all KLAMATH County facilities at no cost to the KLAMATH County including system installation, training, operation and maintenance of the system and its components.

B13.2 AIC Video Visitation Kiosk Requirements

1. The Vendor must provide a kiosk functionality that allows for multiple capabilities. These capabilities should be available for use at predetermined scheduled times outlined by Klamath County and must be customizable to the exact feature. These functionalities should perform as follows:
 - a. Ability to place AIC telephone calls.
 - b. Access to a Law Library.

- c. Ability to upload PDF documents such as an AIC handbook or any other documentation deemed necessary by Klamath County.
- d. Ability to upload a Video (MP4) files deemed necessary by Klamath County.
- e. Kiosk shall allow a drop-down menu from home screen for AICs to access multiple languages(English and Spanish minimum).
- f. Kiosk shall allow access to Commissary Ordering for the AICs.
- g. A fully functional Video Visitation Capability fully compliant with the specifications outlined in this RFP.
- h. Ability for Applications to be configured to be enabled or disabled for periods of time by housing unit or facility (for example the Commissary Application may only be available Tuesdays and Thursdays from 9 to 5 when AICs can order commissary).
- i. AIC Forms & Grievance submission capability that will:
 - i. Allow an AIC to place both anonymous and known grievance requests.
 - ii. Allow authorized facility staff to review and respond to grievances through the AIC Telephone Platform User Interface.
 - iii. Allow for assignment to other facility staff.
 - iv. Track the response time for grievance resolution that can be customized so County Name specifications can be viewed and Staff can view any excessive time periods for grievance resolution.
 - v. Allow AICs to track and review active and closed grievances through the kiosk.
 - vi. Provide a method for an AIC to appeal a grievance.
 - vii. Ability to keep all forms for the life of the contract – even if an AIC is released.
- j. The kiosk must have a method for conflict resolution which will give both verbal and visual warnings as to pending, approved and scheduled events. Some form of warning should notify an AIC prior to placement of a call as to the time allowed to place a call should it be less than the standard duration allowable. Conflict resolution must be configured such that certain scheduled communication events (i.e. video visitation sessions) take priority over unscheduled communication events (i.e. telephone calls).

B13.3 Hosted Video Visitation – Hardware Requirements

1. The terminal must include a detention-grade hardened steel enclosure
2. Detention grade hardened steel wall mounted enclosure.
3. The position of the hook switch must not enable/disable a live visitation session.
4. The terminal must prevent spills from entering the enclosure.
5. The terminal must be able to access the web-based application and be enabled for touch screen inputs.
6. The terminal shall not have any openings exposed to the user. This includes all wiring and ventilation holes.
7. The terminal shall not have any external hinges.
8. The terminal will have a shatterproof touchscreen LCD display.
9. The terminal will have a built-in camera.
10. The terminal will have a detention-grade audio handset.
11. The terminal will have the option for one or two handsets or a hands-free device.
12. The terminal shall be powered by 110VAC or Power-Over-Ethernet.
13. The terminal will utilize standards-based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.
14. The terminal must have heat syncs and heat vents.
15. The terminal must have a minimum of two (2) internal magnetic levitation ventilation fans and internal tachometer output to monitor operation.
16. The terminal shall have a magnetic on/off switch.

17. The terminal must be secured to the wall using a mounting bracket with a minimum of four (4) screws/bolts. The terminal must then secure to the mounting bracket using no more or less than two (2) security screws.

B13.4 Hosted Video Visitation – Technical Requirements

1. The system shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP Ethernet. Systems that utilize analog audio/video matrix switching systems are not acceptable.
2. The system must consist of AIC terminals connected over a 100 Mbps dedicated Ethernet network so that any terminal can be connected to any other terminal.
3. The terminal must be able to access the video visitation solution via local area network (LAN) or via a broadband internet connection (DSL, cable, etc.) using a computer or laptop that is web camera and enable headset.
4. The system should utilize:
 - a. High quality video using low bandwidth
 - b. Video Standards: H.264
 - c. Video Transmission Speeds: 64 Kbps – 2 Mbps
 - d. Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels)
5. The system must be designed for:
 - a. Up to 30 frames per second of high-quality video at 384+ Kbps
 - b. Up to 15 frames per second of high-quality video at 64 – 320 Kbps
 - c. Constant or variable bit rate and frame rate
1. The system must provide encryption for all visits.

B13.5 Tablets

1. Tablets shall interface with the County's Jail Management System, commissary, AIC phone system and video visitation system, at no additional cost to the County allowing AICs to access Tablet services. County requires the same PIN requirements for the Tablets as used for the phone and video visitation systems. The County will not be responsible for paying any amount(s) associated with the required interface(s).
2. Tablets should be configured to only allow AICs access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by the County and Vendor. AICs shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and servers only.
3. Vendor shall provide the County with remote access to Tablets at no cost to the County for the purposed of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum), shall be made available to the Facility as applicable for monitoring and investigative purposes. Vendor shall provide a sample of the reports.
 - a. Transactions by AICs
 - b. Application usage by AICs
 - c. Totals by AIC
 - d. Totals by Tablet
 - e. Daily, weekly and monthly statistics
4. Tablets shall be provided to the County pre-loaded with the County approved applications offering a variety of games, music and entertainment, as well as free applications/services and educational programs. Tablets provided by the

Vendor shall be configured to provide certain “free” services to the AIC population at no charge. Such “free” services shall include:

- a. Clock
 - b. Calendar
 - c. Dictionary
 - d. Calculator
 - e. PDF Documents approved by County
 - f. PDF Viewer
 - g. Electronic submission of AIC requests
 - h. Commissary purchases
 - i. Debit purchases
 - j. Trust/commissary/debit account look-up
 - k. AIC handbook
 - l. AIC notices/bulletins
5. The County requires a 10% spare inventory of Tablets be stored at the Facility to allow for the prompt replacement of a broken or malfunctioning Tablet. Vendor shall supply the proper packaging and pre-paid shipping labels to allow the County to ship any broken or malfunctioning Tablets for repair or replacement. County shall not be responsible for any costs associated with replacing the Tablets, including but not limited to, packaging, shipping and insurance.
 6. Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant, and be enclosed in a durable, sealed case.
 7. Tablets shall be capable of restricting AIC usage to the specific housing unit to which the AIC is assigned.
 8. Upon completion of the installation and any ongoing installations, Vendor shall provide the County with a list of Tablets, charging stations, equipment specifications, and locations of each device.

B14. Payment Options & Products

1. The system shall allow automated operator collect calling.
2. All prepaid calls will be subject to the same restrictions and features as standard AIC-collect telephone calls.
3. The called party shall be provided an option to request cost of the call prior to accepting the charges.
4. The system will allow AIC families and friends to set-up alternate billing methods directly with the vendor. Two of the methods the County would like to see offered are:
 - a. A system that will allow AIC families and friends to set-up an account directly with the vendor.
 - b. A system that provides customers to prepay for calls from the facility.
 - c. Provider must offer Constituents various points-of-sale to accept payments for services such as Western Union, MoneyGram, Provider's Customer Service Center, Provider's IVR along with ancillary provider points-of-sale such as Lobby and Booking Kiosks.
5. Vendor shall provide the ability for AIC families and friends to accept and pay for a single call with a credit or debit card without the need to establish an account or transfer to customer service.
6. Outline all vendor proposed convenience fees which are passed to family and friends. This includes fees on any products listed in this document.

7. Vendor must allow calls to cell phones and have an ability to establish accounts for such customers.
8. Vendor must have the ability to provide promotional calls to cell phones and text messaging information on how to establish an account.
9. Vendor must allow constituents deposits/payments of non-fixed amounts.

B15. Security & Accessibility

1. The system must be programmed for auto shut-off at times designated by the County and must be capable of being enabled by customer, site phone group and AIC.
2. County personnel must be able to manually shut down the system in case of emergency and must be capable of being enabled by customer, site, phone group and/or telephone.
3. The system shall be password protected to permit only authorized facility personnel access to the system.
4. The system must have the capability to enable and disable any phone at the facility from any secured internet capable computer.
5. The system's user security must provide restrictive access by public and private IP address. Personnel logging in from an IP address not assigned will not be allowed to access the system remotely.
6. Must be security controllable by IP address.
7. Must have security templates that limit access by job role within the department.
8. Must be password protected.

B16. Text messaging devices

Please describe available technology for text or electronic messaging.

SECTION C

CUSTOMER SERVICE

Describe Vendor facility and family and friends' operations and customer support capabilities.

C1. Family and Friends Customer Service

1. Please describe your family and friend's customer service operations and services.
2. Do you out source any of your customer service operations? If so, to whom and identify the
3. Vendor must provide live domestic CSR & IVR support to the County 24 hours a day, year-round, for issues.
4. Vendor must provide live domestic CSR & IVR support to constituents 24 hours a day, year-round, without exception allowing constituents to set up accounts, make payments, access account information, and resolve issues.

C2. AIC Account Funding

1. Vendor shall provide the ability for AIC families and friends to accept and pay for a single call with a credit or debit card without the need to establish an account or transfer to customer service.
2. Vendor must allow calls to cell phones and have an ability to establish accounts for such customers.
3. Vendor must allow constituents deposits/payments of non-fixed amounts.
4. Vendor must apply constituent and AIC electronic deposits/payments to calling accounts in real-time upon receipt of payment.
5. Vendor must offer pre-paid products for constituents and AIC, post-paid constituent accounts
6. Vendor must offer an AIC-owned debit calling account solution with flexibility to be integrated with numerous commissary providers should Facility change commissary providers.
7. The system will allow AIC families and friends to set-up alternate billing methods directly with the Vendor.
8. A system that will allow AIC families and friends to set-up an account directly with the Vendor.
9. A system that provides customers to prepay for calls from the facility.

10. Provider must offer Constituents various points-of-sale to accept payments for services such as Western Union, MoneyGram, Provider's Customer Service Center, Provider's IVR along with ancillary provider points-of-sale such as Lobby and Booking Kiosks.
11. Vendor shall provide the ability for AIC families and friends to accept and pay for a single call with a credit or debit card without the need to establish an account or transfer to customer service.
12. Vendor must allow calls to cell phones and have an ability to establish accounts for such customers.
13. Vendor must allow constituents deposits/payments of non-fixed amounts.
14. Vendor must apply constituent and AIC electronic deposits/payments to calling accounts in real-time upon receipt of payment.
15. Vendor must offer pre-paid products for constituents and AIC, post-paid constituent accounts
16. Vendor must offer an AIC-owned debit calling account solution with flexibility to be integrated with numerous commissary providers should Facility change commissary providers.

SECTION D

INSTALLATION AND CUTOVER, MAINTENANCE AND TRAINING

Vendor shall submit a preliminary implementation plan which shall include a proposed installation schedule for the Facilities AIC phone system, video visitation system and tablets. The Vendor will be responsible for all costs of installation or disconnection throughout the term of the Contract. The Vendor will be required to furnish and install equipment, dedicated lines and any other item necessary to make this service functional.

D1. Installation and Cut-Over

1. The potential Vendor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of AIC calls. The potential Vendor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the CCS. The Workstation constitutes a component of the CCS.
2. The potential Vendor will be responsible for paying for and installing any additional physical plant requirements (power, security, data, cabling and/or wiring, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the County. The potential Vendor shall be responsible for obtaining, developing, and implementing the interface requirements required to implement the CCS and associated services (i.e. PINs, Debit, etc.). The potential Vendor shall bear all costs of required interface(s).
3. Vendor will provide AIC phones, remote administration station, the automated AIC call control system and other proposed products and/or features to be completed within sixty (60) days after contract award and full execution.
4. The system must be installed in an expert manner and under a time-frame designed to minimize disruption of the normal functioning of the facilities.
5. If the County's schedule cannot be met within the 60 days stated above, Vendor must propose an installation schedule of events. Failure to state installation time in the bid will obligate the Vendor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the County.
6. Any delay in the implementation of the Vendors' schedule that is caused by the County will increase the Vendor's time allowance to complete installation but the Vendor must submit a complete and detailed schedule of additional time required.
7. The risk of loss and or damage will be assumed by the Vendor during shipment, unloading, and installation.
8. The Vendor must have a plan to provide planned technology upgrades. Please describe.
9. Develop and implement necessary interface with the County's Jail Management System (EIS) for automatic creation and activation of account at booking and automatic deactivation at release, and to access necessary data
10. Provide training, operational instruction and guides/manuals to the County staff, in a form acceptable to the County and County IT for the System Administrator and other authorized County Designees.
11. Meet or exceed minimum required Maintenance and Service Levels.
12. Coordinate with current provider as necessary to ensure seamless transition of services.

D2. Video Visitation System-Specific Installation Requirements

1. The Vendor must work with Klamath County to determine the exact times when Hosted Video Visitation equipment can be replaced to reduce “down time”.
2. The Vendor must describe, in its response, how it performs standard system testing to ensure that the proposed Hosted Video Visitation Solution and its network services are fully implemented and ready to accept visitation traffic and Klamath County use. This description must include the Vendor and industry standard methodologies, procedures and protocols consistent with the Hosted Video Visitation Solution proposed for the Klamath County. The Vendor must describe what is required of Klamath County personnel during this system testing. All hardware, software, software licensing, etc. required to perform this testing must be provided to Klamath County at no cost.
3. The Vendor is required to provide system testing which simulates normal operating conditions of the installed Hosted Video Visitation Solution to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for visitation traffic.
4. The Vendor must agree, in its response, to Klamath County’s right to require the replacement of any network service or system component whose failure to meet required performance levels during testing has risen to chronic problem level.

D3. Tablets (Optional)

1. Vendor shall provide a detailed description of its Tablets, including security feature for the corrections industry, screen size, device size, battery specifications, and charging options.
2. Vendor shall specify if the speakers on the Tablets can be disabled/enabled at Customer’s discretion.
3. Vendor shall indicate how Tablets work for hearing impaired AICs.

D4. Service & Maintenance

1. Vendor must provide live domestic CSR & IVR support to the County 24 hours a day, year-round, for issues.
2. Vendor must provide live domestic CSR & IVR support to constituents 24 hours a day, year-round, without exception allowing constituents to set up accounts, make payments, access account information, and resolve issues.
3. Vendor must provide constituents full service online support including ability to set up accounts, make payments, access account information, calculate call rates, and resolve issues (including online CSR chat and email support) via company website.
 - a. Constituents must have the ability to manage phone services, video visitation services, and email services from one centralized Web-based portal.
 - b. Vendor's Website must dynamically display available products to constituents based on previous calling history.
 - c. Vendor's Website and constituent portal must be accessible enhanced to support mobile devices such as cell phones and tablets.
 - d. Vendor's Website must allow constituents to configure text and email low balance notifications.
 - e. Vendor's Website must allow constituents to subscribe to text payment services, specifically the ability to fund accounts and pay invoices via text messages.
 - f. Vendor's Website must allow constituents to subscribe to automatic payment services, specifically the ability to automatically fund accounts or pay invoices.
 - g. Vendor must support customizable service and courtesy notification campaigns to constituents via various methods (phone dialer, text message, email) to alert friends and family of bills due, bills past due, low account balances, account blocks, etc.).
4. Vendor shall respond to all major service outages within two hours. Major outage is defined as 30% or more of the functionality of the system.
5. Vendor shall provide service policies and procedures as an attachment to this proposal.
6. Describe the maintenance and quality assurance programs for telephones to be installed.
7. Describe the maintenance and quality assurance programs for telephones to be installed.
8. Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.

9. Provide a contact person who will be responsible for ongoing account management and support.
10. System shall have the capability for remote diagnostic to minimize facility visits by Vendor. Describe your system diagnostic process and tools.

D5. Disaster Recovery

1. Describe your disaster recovery system.
2. Vendor shall provide redundant data centers. How many data centers do you have? Describe them.
3. How many staff do you have dedicated to managing and operating your data centers?

D6. Training

1. Vendor shall provide initial installation training to the County staff in system administration, operation, and reporting. Upgrade and refresher training is also required for the length of the contract at no cost to the County.
2. The Vendor must have the ability to provide initial and ongoing training through multiple options such as live training and Web-casting, as well as having an online help system integrated into the system.
3. Describe your training program; include description of course(s) and any applicable documents.

SECTION E

FEES, RATES AND BILLING

E1. Fees, Rates, & Billing

1. As published in the Federal Register, Provider will charge calling rates in accordance with the new Order.
2. The system must inform the called party of the call cost prior to acceptance.
3. The rates and fees charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission and Federal Communication Commission for all services. Provide Vendor proposed calling rates for local, IntraLATA, InterLATA, and interstate calls.
4. The Vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
5. The Vendor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
6. Vendor billing to called parties must include the Vendor information and a toll-free telephone number to resolve billing disputes.
7. Billing charges begin at the time of the call connection when the calling party is connected to the called party and shall be terminated when either party hangs up. Network intercepts, recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.

1.6.4. Assignability. The successful respondent shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under this Agreement to any other person, firm, partnership, company, or corporation without the previous written consent of Klamath County.

2. PROPOSAL REQUIREMENTS

2.1. PRE-PROPOSAL MEETING

None.

2.2. SUBMISSION OF PROPOSALS

- 2.2.1.** Proposals shall be sent to the attention of and be received by Leslie Barlow-Hunter, the Contract and Risk Manager, no later than the closing date and time listed on the front page of this RFP, and labeled "**Corrections Communication Service**". Proposals may be delivered via U.S. Mail, express courier or hand-delivered. Late, faxed or electronically submitted proposals shall not be accepted.

2.3. MINIMUM PROPOSAL REQUIREMENTS

2.3.1. A proposal shall meet the minimum proposal requirements described in the Proposal Cover Sheet, Attachment A and include section 2.5 information.

2.4. TECHNICAL PROPOSAL REQUIREMENTS

2.4.1. The proposal shall describe how the Proposer shall meet each of the technical requirements described in the Scope of Work in Section 1.5, including identification of key persons who shall perform the work. This proposal shall be evaluated as described in Section 4.

2.4.2. Responsive and Responsible Determinations

2.4.2.1. Responsive. To be considered responsive, the Offer shall substantially comply with all requirements of the RFP and all prescribed public solicitation procedures. In making such evaluation, County may waive minor informalities and irregularities. Prior to award of a Contract, County intends to evaluate whether the apparent successful Proposer meets the applicable standards of responsibility identified in OAR 125-247-0500. In doing so, County may investigate Proposer and request information in addition to that already required in the RFP, when County, in its sole discretion, considers it necessary or advisable.

2.4.2.2. Responsible. County reserves the right, pursuant to OAR 125-247-0500, to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's responsibility to perform the Contract. Submission of a signed proposal shall constitute approval for County to obtain any information County deems necessary to conduct the evaluation. County shall notify the apparent successful Proposer in writing of any other documentation required, which may include but is not limited to: recent profit-and-loss history; current balance sheets; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in proposal rejection.

2.4.3. County may postpone the award of the Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate Responsibility, as required under OAR 125-247-0500, shall render the Proposer non-responsible and constitute grounds for offer rejection, as required under ORS 297B.100.

2.5. PROPOSAL FORM AND CONTENT

2.5.1. Proposal Cover Sheet. The Proposer shall sign and submit the Proposal Cover Sheet and Certifications (see Attachment A). Proposals shall address the proposal and submission requirements set forth in the RFP and shall describe how the Services shall be provided. Proposals that merely offer to provide Services as stated in the RFP shall be considered non-responsive and shall not be further considered.

2.5.2. All proposals shall follow the format described in this Section. Proposal sections and pages shall be appropriately numbered per the outline below.

2.5.3. It is the intent of the County to solicit proposals that are complete yet concise, descriptive yet brief. To enable the evaluation committee to fairly evaluate each proposal, Proposers shall utilize the following proposal format:

2.5.4. Proposers shall provide the following information in the following order:

- For each of the items below, please provide a response. The information requested should not be part of a generalized overview, but rather, formatted as an answer to each item below, labeling each response with the corresponding number.
 - I. Please provide name and address of the company applying for the **Correction Communication System** Contract with a brief description of the companies experience and qualifications to fulfill the services outlined within this RFP;
 - II. Please provide a list of personnel and a general description of their duties, experience and certifications.
 - III. Please provide all the information; which Proposer consider pertinent to its qualifications for this project.
 - IV. Please address each item of the evaluation criteria separately, being specific in presenting qualifications.

2.5.5. All proposals must contain a signed Proposal Certification Statement. (See Attachment A – Certifications)

2.5.6. Copies. Submissions in response to the RFP shall contain one signed original of the proposal, one electronic version on a USB drive and all required supporting information, no later than the closing date and time listed on the front page of this RFP, and labeled "**Corrections Communication Service**". Proposals may be delivered via U.S. Mail, express courier or hand-delivered. Proposals shall be sent to the attention of Leslie Barlow-Hunter, Contract and Risk Manager. Late, faxed or electronically submitted proposals shall not be accepted.

3. PROCUREMENT AUTHORITY AND METHOD

County is conducting the RFP pursuant to its authority under 279A.060 Local Contract Review Boards. The County intends to use the single step Competitive Sealed Proposals method pursuant to [ORS 279B.060 and OAR 137-047-0260. County intends to initially conduct a single-step Competitive Sealed Proposal method. See reservations of rights in Section 3.17.

3.1. COMPLIANCE WITH RULES

3.1.1. Proposers responding to this RFP must follow the procedures and requirements stated herein. Except as otherwise provided in this RFP, the applicable provisions of the Oregon Revised Statutes (ORS) Chapter 279B governing public contracting shall apply to all personal/professional services contracts of the County. Adherence to these rules and the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

3.2. WRITTEN QUESTIONS AND ADDENDA

3.2.1. Questions regarding this RFP must be submitted to the RFP Contact listed below no later than the date stated in the timeline section of this RFP document. All questions must be **RECEIVED** by the specified date and time. No oral questions will be accepted. E-mail questions to the addresses below;

- For technical questions / clarifications:
Klamath County Sheriff's Office
bbryson@co.klamath.or.us
541-851-3838
- For Questions regarding the RFP process:
Leslie Barlow-Hunter
Klamath County Contracting and Risk Manager
lbarlow-hunter@co.klamath.or.us
541-851-3693

3.2.2. All questions received by the parties listed above that require clarification or modifications to the terms and conditions of the RFP will be answered by addenda to this RFP. Any party interested in the RFP packet will be responsible to check with the Contracting and Risk Manager, by phone 541-851-3693, email at lbarlow-hunter@co.klamath.or.us, or online at <https://www.klamathcounty.org/Bids.aspx>, for any addenda issued for this project. Addenda will be posted for the Interested Parties no later than February 9, 2020. Anonymity of the source of the specific questions will be maintained in the written response.

3.2.3. ADDENDA: If in the County's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Addenda shall have the same binding effect as though contained in the main body of the RFP. Any oral instructions or information concerning the specifications or other information given out by the County shall not bind the County. All addenda shall be issued by the RFP Contact.

3.3. RESPONSE TO REQUESTS FOR CLARIFICATION OR CHANGE

3.3.1. County shall respond to each properly-submitted written request for clarification or request for change in accordance with ORS 279B.405. Where appropriate, County shall issue revisions and clarify RFP provisions via Addenda posted on County's website at <http://klamathcounty.org/depts/contracts/openbids.asp>. County may also informally respond to Proposer questions. **Informal responses, however, do not affect the provisions of the RFP. The RFP, contractual terms and specifications can only be changed via formal addenda issued by County.**

3.4. CANCELLATION, DELAY, OR SUSPENSION OF SOLICITATION; REJECTION OF PROPOSALS

3.4.1. This solicitation may be canceled, delayed or suspended, or any or all bids or proposals may be rejected in whole or in part, when the board determines cancellation or rejection, delay or suspension is in the best interest of the commission. The reasons for the cancellation or rejection or delay or suspension will be made part of the file. The county is not liable to any Proposer for any loss or expense caused by or resulting from the delay or suspension, cancellation or rejection of a solicitation, proposal or award.

3.5. IRREGULARITIES

3.5.1. The County reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

3.6. PROTEST OF PROPOSAL SPECIFICATIONS

3.6.1. A Proposer who believes the proposal scope of work or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Contracting and Risk Manager who will submit Protest(s) of Proposal Specifications to the Board for action. The Board's ruling is final. To be considered, protests must be received at least ten (10) calendar days before the proposal closing date. Envelopes containing protests should be marked as follows:

PROPOSAL SPECIFICATION PROTES *Corrections Communication Service*

3.7. PROPOSAL WITHDRAWAL

3.7.1. Any proposal may be withdrawn at any time before the due date and time by providing a written request for the withdrawal of the proposal to the issuing office. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the Proposer to file a new proposal

3.8. OPENING/REVIEWING OF PROPOSALS

3.8.1. Proposals shall be opened and the names of all Proposers shall be read at the date and time listed in the Schedule, Section 1.3. Proposals will not be read aloud (OAR 137-047-0450(2)). Proposals shall be opened at the following location:

Klamath County
305 Main Street Suite 216
Klamath Falls, OR 97601

3.9. AWARD

3.9.1. The Board of Commissioners will consider award of the project based on the evaluation Committee's recommendation and will authorize issuance of a contract. The contract will be awarded to the Proposer who, in the opinion of the County, offers the best combination of qualifications, experience, and meets all required specifications. The County may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any and all proposals upon a finding that it is in the public interest to do so.

3.9.2. If County receives proposals identical in fitness, availability and quality and chooses to award a Contract, County shall award the Contract in accordance with the procedures outlined in OAR 137-047-0600(1) (C).

3.10. PROTEST OF AWARD

3.10.1. The award by the Board of Commissioners shall constitute a final decision of the County to the contract if no written protest of the award is filed with County within seven (7) calendar days of the Notice of Intent to Award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award. The County will not entertain a protest submitted after the time period established in this rule. Any Board of Commissioner ruling in the protest will be final.

3.11. CONTRACT

3.11.1. As applicable, upon execution of the final agreement, this solicitation and the successful response will become part of the contract.

3.11.2. A sample contract is provided as Attachment B; conditions and terms may be modified at the time of contract negotiations.

3.11.3. County is not obligated as a result of the submission of a proposal to enter into a Contract with any Proposer, and has no financial obligation to any Proposer arising from the RFP.

3.12. INCURRED COSTS

3.12.1. The County is not liable for any costs incurred by a Proposer in the preparation and/or presentation of a proposal.

3.13. OWNERSHIP OF PROPOSAL DOCUMENTS

3.13.1. Any material submitted by a Proposer shall become the property of the County. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

3.14. PROPRIETARY INFORMATION

3.14.1. The opened proposals shall be available for public inspection (ORS 192.420 to 192.505) except to the extent the Proposer designates trade secrets or other proprietary data to be confidential. (ORS 192.501(2))

3.15. PUBLIC RECORD

3.15.1. All proposals are public information after the proposals have been opened, and all protests are public information after the protest period ends. The Contract and Risk Manager shall open proposals at the date and time listed in the Schedule, Section 1.3. Copies of proposals, however, shall not be provided until the evaluation process has been completely closed and a Notice of Intent to Award has been issued pursuant to OAR 137-047-0610. Any person may request copies of public information. Proposers shall label any information as *italicized and underlined* that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: "This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law." County shall take reasonable measures to hold in confidence all such labeled information, but the County shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

3.16. EQUAL OPPORTUNITY POLICY

3.16.1. The County requires all Proposers to comply with equal opportunity policies. Its programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, political affiliation, or any other protected class. A copy of the County's policy is available upon request.

3.16.2. Proposers shall use recyclable products to the maximum extent economically feasible in the preparation of the proposal and in the performance of the work set forth in this RFP.

3.17. RESERVATION OF COUNTY RIGHTS

3.17.1. County reserves all rights regarding the RFP, including, without limitation, the right to:

- Amend, delay or cancel the RFP without liability if County finds it is in the best interest of the County to do so;
- Reject any or all proposals received upon finding that it is in the best interest of the County to do so;
- Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any proposal, if required;
- Reject any proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- Negotiate a Statement of Work based on the Scope of Work described in Section 1.4 and to negotiate separately in any manner necessary to serve the best interest of the public;
- Amend any Contracts that are a result of the RFP;
- Engage consultants by selection or procurement independent of the RFP process or any Contracts or agreements under it to perform the same or similar services; and
- To extend any Contracts that result from the RFP without an additional RFP process for up to a total of two, five-year terms.

3.17.2. The intent of the RFP is to identify a proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process.

3.18. EVALUATION PROCESS

3.18.1. Evaluation Overview.

3.18.1.1. County shall conduct an evaluation of the proposals received in response to the RFP.

3.18.2. Evaluation Committee.

3.18.2.1. County shall establish an evaluation committee which may consist of County staff, government partners and community partners to review, evaluate and score each proposal.

3.18.3. Disqualification.

3.18.3.1. Any attempt by a Proposer to improperly influence a member of the evaluation committee during the proposal review and evaluation process shall result in proposal rejection.

3.19. EVALUATION OF PROPOSAL (SCORED)

3.19.1. The evaluation committee shall score all proposals using the quantity and quality of information described in this Section. Points assigned by each evaluation committee member shall be added together and divided by the total number of evaluation committee members to compute an average score for the evaluation questions.

3.19.2. The evaluation committee may request additional clarification from Proposers for any portion of the proposals. If a proposal is unclear, Proposer may be asked to provide clarification. No new information or documentation may be submitted, however, and clarifications may not be used to rehabilitate a non-responsive proposal.

3.19.3. Klamath County is soliciting proposals from qualified person/persons to provide outreach and marketing services to assist the county with raising awareness of emergency management notification system and general county business/programs/events.

3.19.4. Awarding of a proposal will be based upon a qualifications-based selection procedure. The following evaluation criteria will be used to evaluate proposals. Proposals will be scored on the following criteria:

- Call quality is a primary consideration, comprising 35 percent of the total weight the County gives during the final evaluation of the proposal.
- The award will be made to the Vendor whose proposal is determined to meet the requirements outlined in the RFP. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the County requests an additional financial proposal via a best and final offer. The County does not imply a best and final offer opportunity will be available to the Vendors.

- County reserves the right to award this contract not necessarily to the Vendor with the lowest price or highest commission, but upon a "best value" basis that demonstrates the best ability to fulfill the requirements of the RFP. The County reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.
- The successful Vendor shall commence work only after completion of a fully executed contract and after receiving written notification to proceed from the County. The successful Vendor will perform all services indicated in the proposal in compliance with the negotiated contract.
- Klamath County reserves the right to cancel the solicitation or to reject any or all proposals when County determines that such cancellation or rejection is in its best interest. Klamath County will not pay for any information herein requested, nor is it liable for any costs incurred by the Vendor. The County has the right, at its sole discretion, to overlook any discrepancies that may be included within a Vendor's proposal.
- Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant and will be rejected. After the evaluation of the proposals and selection of the successful Vendor, all Vendors will be notified in writing of the selected firm.

Selection Criteria and Overall Benefit to the County

The proposal will be evaluated with regards to the following criteria:

Evaluation Criteria	Total Possible Points
Cover Page	0
Vendor experience, commitment to new technology offerings, account support team, financial stability, and current customer references.	30
Demonstrated ability to meet the technical requirements, based upon the RFP responses and performance evaluation	30
Installation and cut over, maintenance, and training.	5
Call quality	35

3.20. REFERENCE CHECKS FOR THE PROPOSER

3.20.1. Klamath County reserves the right to request references in addition to those provided by the Proposer (References), to investigate any references whether or not furnished by the Proposer, and to investigate the past performance of any Proposer. County may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. County may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete its investigation. See other Reservation of County's Rights in Section 3.15.

3.21. AWARD NOTIFICATION AND PROCESS

3.21.1. Successive Selection and Rejection. If the apparent successful Proposer does not accept the Contract offered within 10 business days of the apparent successful Proposer's receipt of the Contract, or such later date as County may authorize, County may make another selection. All Proposers shall be notified of the status of their proposal. If all proposals are rejected, the evaluation committee shall promptly notify all Proposers. No information shall be given to any Proposer (or any other individual) relative to their standing with other Proposers during the RFP process.

3.21.2. Protest of Intent to Award: see OAR 137-047-0740 & ORS 279B.410 (1)

3.21.3. Contract Award and Negotiation

3.21.3.1. A copy of the sample contract that the County expects the successful Proposer to execute is included as Attachment B. Any proposed changes in the language, construction, or requirements of the contract must be raised and resolved. The County reserves the right to negotiate a final contract that is in its best interest.

3.21.3.2. The contract will define the extent of services to be rendered, and will be negotiated with the highest ranked Proposer for the project. If agreement is not reached, negotiations will be terminated and the County will consider any other proposals received that were qualified under the requirements of this RFP. When an agreement is reached, a contract for the work will be prepared and executed upon the Board of Commissioners approval.

ATTACHMENTS

Attachment A – Proposal Cover Sheet and Certifications

Attachment B – Contract –Sample

All Attachments are incorporated by reference herein.

Attachment A - Proposal Cover Sheet

Proposer Information

Organization Name: _____

Primary Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ Federal Tax ID# _____

E-mail Address: _____

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any Purchase Orders that may result:

Name: _____ Title: _____

Minimum Proposal Requirements: This Proposal:

-Meets all Minimum Proposal Requirements described in Section 2.3;

-Addresses all Proposal Requirements described in Section 2 and Section 1.5, Scope of Work; and

Regarding Section 4.3, References, provide at least three (3) references with telephone numbers (please verify numbers) **for the organization.** References shall be able to describe and verify the quality of your equipment and customer service.

Name	Business	Phone Number

Representations, Attestations, and Certifications: The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. No attempt has been made or shall be made by the Proposer to induce any other person or organization to submit or not submit a proposal.
2. Information included in this proposal shall remain valid for sixty (60) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The undersigned recognizes that this is a public document and open to public inspection.
4. The Proposer acknowledges receipt of all Addenda issued under the RFP.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
6. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
7. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
8. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.

9. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
10. County shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP.
11. The County shall not be liable for any expenses incurred by Proposer in either preparing and/or submitting its proposal, or in participating in the proposal evaluation/selection or Contract negotiation process, if any.
12. The signatory of this Proposal Cover Sheet is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
13. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Cover Sheet and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

PROPOSER SHALL PROVIDE A FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH THE OFFER SUBMISSION (PROPOSAL).

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

FEIN ID# or SSN# (required): _____

Contact Person (Type or Print): _____

Telephone Number: (____) _____

Fax Number: (____) _____

Independent Contractor Certification Statement
[as required by OAR 125-246-0333]

Klamath County Departmental Certification

In order to comply with the provisions of ORS 670.600, an individual or business entity performing labor or services for remuneration shall be considered to perform the labor or services as an "Independent Contractor" if the following standards are met:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing the labor or services is responsible for obtaining all assumed business registrations or professional occupational licenses required by state law or local government ordinance for the individual or business to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for the performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

In hereby certify that the contracted work or intended contracted work meets these standard.

Department Head

Date

(Contractor/Proposed Contractor is to complete the next page)

To establish status as an "independent contractor" as defined in ORS 670.600, certain standards must be met by the individual or business entity performing that work.

The undersigned certifies that he/she/the business entity meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, "construction Contractors", if the individual or business entity provides labor or services for which such registration is required; and,
2. Federal and state income tax returns in the name of the business or business Schedule C or farm Schedule F as part of the person income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and,
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when individual or business entity files a Schedule F as part of the person income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist.

Contractor is to check four or more of the following:

The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;

Commercial advertising or business cards are customary in operating similar businesses, are for the business, or the individual or business entity has a trade association membership;

Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or service;

Labor or services are performed only pursuant to written contracts.

Labor or services are performed for two or more different persons within a period of one year; or,

The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership or performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be performed.

Contractor Signature

Date

Printed Name

Federal Tax ID #

BIDDER/PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon’s Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/Proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/Proposer equal to the percent, if any, of the preference given to that bidder/Proposer in the state in which the bidder/Proposer resides.

As defined in ORS 279A.120, “Resident Bidder/Proposer” means a bidder/Proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/Proposer is a “Resident Bidder/Proposer”. A “Non-resident Bidder/Proposer” is a bidder/Proposer who does not meet the definition of a “Resident Bidder/Proposer” as stated above.

1. Bidder/Proposer IS IS NOT a “Resident Bidder/Proposer” as set forth above.

2. If a Resident Bidder/Proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/Proposer, enter state of residency:

Bidder/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____

Date: _____

Printed or Typed Name: _____

Title: _____

Firm: _____

Telephone: _____

CONTRACTOR'S CERTIFICATION REGARDING DRUG TESTING PROGRAM

(1) Pursuant to OAR 137-049-0200, contractor certifies by its signature on this document that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and

(b) Required testing of a Subject Employee when the contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) Contractor agrees that by signing this certification it represents and warrants to the County that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Contract. The County's performance obligation (which includes, without limitation, the County's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) Contractor also agrees that, as a condition to County's performance obligation (which includes, without limitation, the County's obligation to make payment), contractor shall require each Sub-Contractor providing labor for the project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Sub-Contractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the Sub-Contractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises or a business enterprise that is owned or controlled by or that employs a disabled veteran in the awarding of contracts.

By signature of the authorized representative of the bidder/Proposer, the bidder/Proposer hereby certifies to Klamath County that this bidder/Proposer has not discriminated against minority, women, or emerging small business enterprises will not discriminate against minority, women or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

COMPLIANCE WITH OREGON TAX LAWS

The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

CERTIFICATE OF COMPLIANCE WITH ORS 305.380 AND 305.385

The undersigned, as provider or potential provider of goods, services or real estate space to Klamath County, hereby certifies under penalty of perjury that to the best of my knowledge, the undersigned is not in violation of any Oregon tax described in ORS 305.380(4).

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to Klamath County that:

1. Contractor has the power and authority to enter into and perform this Contract.
2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
3. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - a. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
4. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to/granted to Klamath County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to Klamath County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Printed or Typed Name: _____ Signature: _____

Name of Firm and Tax ID #: _____ Date: _____

Sample Contract

This Client Services Contract (Contract) is between the Klamath County ("County") acting by and through _____ ("Department"), and Contractor's name ("Contractor"). This Contract is effective on the date it has been signed by all parties and expires on _date_. Upon mutual consent the parties may extend the term of this Contract for two (2) additional one (1) year terms

The Department's **Contract Administrator** for this Contract is: _____

Phone Number: _____ Address: _____

The Contractor's **Contract Administrator** for this Contract is: _____

Phone Number: _____ Address: _____

1. Services to be Provided.

- a. **Required Services.** Deliverables and Delivery Schedule. Contractor shall provide, or cause to be provided, as an independent contractor and not as an agent of the County, ****services, as specified in "Exhibit A" (proposal), attached to and hereby made a part of this contract. [proposal shall include: Work to be done, schedule of Work, deliverables and tasks, performance monitoring requirements, criteria for acceptance by Department, documents and reporting requirements.]
- b. **Special Requirements.**
 - i. **Confidentiality of Information.** The use or disclosure by any party of any information concerning a recipient of Services purchased under this Contract, for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such purchased Services, is prohibited, except on written consent of the Department.
 - ii. **Client Records.** Contractor shall appropriately secure all records and files to prevent access by unauthorized persons. The Contractor shall, and shall require its employees and subcontractors to comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.
 - iii. **Media Disclosure.** The Contractor shall not provide information to the media regarding Services purchased under this Contract without first consulting the Department. The Contractor will make immediate contact with the Department's office when media contact occurs. The Department will assist the Contractor with an appropriate follow-up response for the media.
- c. **Background:** Contractor, Contractor's employees and Subcontractors, who will provide services to Klamath County, are required to submit finger prints, for a CJIS Clearance, and authorize the Klamath County Sheriff's Office to conduct a background check. Contractor's Employees, for the purpose of this requirement, include such staff, that will at any time, enter into or work on a Klamath County project. Background checks are to be conducted via a request with the Klamath County Sheriff's Office. The minimum background check process shall include, but not be limited to, the following checks:
 - i. Social Security Number (SSN);
 - ii. Address Validation;
 - iii. Credit History, Criminal History, Court Records; and
 - iv. Department of Motor Vehicles.
 - v. The background checks must be conducted prior to the start of the Klamath County project. Additionally, all Contractor's and/or their Employees have the responsibility to self-disclose any misdemeanor or felony convictions that occur while assigned to a Klamath County project within three business days of the conviction or upon return to the project. The conviction must be reported to the Contractor, and the Director or Contact person for the Klamath County Project. If reported to the Contractor, it is the Contractor's responsibility to notify the appropriate Project Manager or Director within three days of learning of the conviction. If at any time, it is discovered that any Contractor and/or their Employee has a criminal record that includes a felony or misdemeanor the Contractor is required to inform Klamath

County. Klamath County will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties to determine whether the contractor and/or their Employee will be placed on the Klamath County project. Klamath County may withhold consent at its sole discretion. Failure of the Contractor to comply with the terms of this paragraph may result in the termination of its contract with Klamath County.

2. Compensation.

- i. For services provided under this Contract, the Contractor shall be compensated in an amount not to exceed \$_____. (Optional) County shall pay Contractor \$___ per hour up to but not in excess of \$_____ for completing all Services required under this Contract.)
- ii. In the event the Board of Commissioners of Klamath County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, the County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.

3. Subcontracts, Assignment, Successors. Contractor shall not enter into any subcontracts for any of Services required under this Contract without Department's prior written consent. In addition to any other provisions Department may require, Contractor shall include in any permitted subcontract provisions to ensure that Department will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. Department's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

4. Assignments. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without Department's prior written consent. Department's written consent does not relieve Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered Contractor's agent.

5. Successors. The provisions of this Contract are binding upon, and inure to the benefit the parties and their respective successors and permitted assigns, if any.

6. Ownership of Work Product. All work product of the Contractor that results from this Contract (the "Work Product") is the exclusive property of the County. The County and the Contractor agree that such Work Product be deemed "work made for hire" of which the Department be deemed the author. If for any reason the Work Product is not deemed "work made for hire," the Contractor hereby irrevocably assigns to the County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The Contractor shall execute such further documents and instruments as the Department, or both, may reasonably request in order to fully vest such rights in the County. The Contractor forever waives any and all rights related to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7. Termination.

a. This Contract may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the termination date.

b. The County reserves the right to terminate this Contract upon ten (10) days notice should the Contractor fail to comply with the provisions of the Insurance section of this Contract.

c. The County reserves the right to immediately terminate this Contract upon loss of licensure of Contractor.

d. The County reserves the right to terminate this Contract with twenty-four (24) hours notice should the County find the Contractor has failed to provide the agreed upon services in keeping with the conditions of this contract, or

relevant law, rule or regulation or has performed in a manner determined to have violated the civil rights of, or otherwise caused harm to, any individual serviced under this contract.

8. **Amendments.** This Contract may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of this Contract shall bind either party unless in writing and signed by County and Contractor, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

9. **Access to Records.** Klamath County, Department, and their duly authorized representatives shall have access to the Contractor's books, documents, papers and records pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts.

10. **Compliance with Applicable Laws and Standards.**

- a. The Contractor, throughout the duration of this Contract and any extensions, shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to the Contractor's obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.
- b. The Department's performance under this Contract is conditioned upon the Contractor's compliance with ORS 279B.220, 279B.225, 279B.230 and 279B.235. The Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010 (1) (ee)), recycled PETE products (as defined in ORS 279A.010 (1) (ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010 (1) (gg)).
- c. Any violation of subsection (a.) of this section shall constitute a material breach of this Contract. Further, any violation of this Contract, shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - Termination of this Contract, in whole or in part;
 - Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing the replacement Services/replacement Goods/ a replacement contractor.

These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

11. **Independent Contractor; Responsibility for Taxes and Withholding.** The Contractor shall perform all required Services as an independent contractor. Although the Department may (a) determine and modify the delivery schedule for Services to be performed and (b) evaluate the quality of the completed performance. The Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. The Contractor certifies, represents and warrants that the Contractor is an independent contractor of the County under all applicable state and federal law. The Contractor is not an "officer," "employee," or "agent" of the County as those terms are used in ORS 30.265.

12. **Indemnification.** Contractor agrees to defend, indemnify and save County, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Contractor or its agents or employees.

13. **Insurance.** Contractor shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Contractor or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

- a. Contractor shall furnish to Klamath County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage(s) required by this contract prior to the commencement of any work.
- b. Contractor shall endorse the Contractor General Liability (CGL) to include Klamath County as an “additional insured”, including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.
- c. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days’ written notice from the Contractor or its insurer(s) to the County.
- d. Contractor’s insurance shall be primary and not excess to, or contributory with any insurance coverage provided by Klamath County. Contractor’s insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.
- e. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.
- f. If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of the contractor or his subcontractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, the contractor shall ensure that proper coverage is purchased and maintained.
- g. Contractor and all Subcontractors shall endorse the Worker’s Compensation coverage to provide a “waiver of subrogation” in favor of Klamath County when available.
- h. Klamath County will waive the required Worker’s Compensation (WC) coverage if the Contractor submits a letter, on official letter head, stating they agree that they will obtain WC coverage immediately upon utilizing volunteers or hiring any employees during the period of the contract.
- i. Klamath County will waive the required Auto Liability coverage if the Contractor submits a letter, on official letter head, stating absolutely no driving will be done related to the contract and that they will obtain Auto Liability coverage in advance if they travel in any way in support of the contract, i.e. training our staff, meetings to implement, etc.
- j. Contractor shall ensure that the County is provided with a renewal certificate at least thirty (30) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of the Contract.

❖ **Personal Services Contracts:** Used to contract for personal services such as consultants or trainers.

- a. Contracts should have the following:
 - General Liability
 - Each Occurrence \$2,000,000
 - Aggregate \$4,000,000
 - Operations \$2,000,000
 - Products and Completed

- Personal/Advertising Injury \$2,000,000
- Auto Liability
 - Combined Single \$2,000,000
- Workers' Compensation
 - Statutory Limits
 - Employers Liability
 - \$1,000,000

❖ **Professional Liability Coverage.** Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000 and \$4,000,000 Professional Aggregate.

14. **No Third Party Beneficiaries.** The County and the Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

15. **Merger.** This Contract constitutes the entire agreement between the parties, and there are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract.

16. **Health Insurance Portability and Accountability Act.** If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:

- a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to Contractor's clients, which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 410-014-0000 et. Seq., or County policy, Section 900."HIPAA Policy" of the Klamath County Human Resources Policy & Procedures Manual, if done by County. A copy of the most recent Klamath County Human Resources Policy & Procedures Manual is available through the Human Resources Department at 305 Main Street, Klamath Falls, Oregon 97601.

17. **Events of Breach.**

- a. **Breach by Contractor.** Contractor breaches this Contract if:
 - i. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after Department delivers notice of breach to Contractor or a longer period as Department may specify in the notice; or
 - iii. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform its obligations under this Contract within the time specified or any extension of that time, and Contractor fails to cure the breach within fourteen (14) calendar days after Department delivers notice of breach to Contractor or a longer period as Department may specify in the notice.

iv. Contractor is in breach or default in any other contracts or agreements with the County.

b. **Breach by County.** County breaches this Contract if:

i. County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure its failure to pay within fourteen (14) calendar days after Contractor delivers notice of breach to County or a longer period as Contractor may specify in the notice; or

ii. County commits any material breach of any covenant, warranty, or obligation under this Contract, fails to perform its obligations hereunder within the time specified or any extension thereof, and County fails to cure the breach within fourteen (14) calendar days after Contractor delivers notice of breach to County or a longer period as Contractor may specify in the notice.

18. Remedies.

a. County's Remedies. If Contractor is in breach, then in addition to the remedies afforded elsewhere in this Contract, County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages. County may, at Department's option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:

i. Termination of this Contract;

(1) Withholding payment of all amounts in Contractor's invoices for Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

(2) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or

(3) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor in an amount equal to County's setoff right, without penalty.

(4) These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in breach, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to section 7.

ii. Contractor's Remedies. If County is in breach of contract, Contractor's sole remedy is one of the following, as applicable:

(1) For Services compensable on an hourly basis, a claim against County for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by Department less any claims County has against Contractor.

(2) For deliverable-based Services, a claim against County for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Department, less previous amounts paid and any claims County has against Contractor.

b. If previous amounts paid to Contractor for Services and Goods exceed the amount due to Contractor, Contractor shall pay the excess amount to County immediately upon written demand.

19. **Severability.** The parties agree that if any term or provision of this Contract is declared by a court or competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

20. **Attorney Fees.** In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees costs and related expenses.

21. **Notices.** Any notice required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by registered or certified mail, addressed to County or Contractor at the address provided in this contract, or to either party in any other manner prescribed by law.

22. **Conflict of interest.**

a. Klamath County desires to have the Contractor refrain from activities which could be interpreted as creating an organizational conflict of interest.

b. The Contractor agrees to avoid any activities which may influence the decisions of Klamath County or which directly or indirectly affect the interest of the County where the Contractor has a personal interest in the matter which may be incompatible with the interest of Klamath County Government, and to promptly notify County regarding any change in Contractor's private interests or the Services under this Agreement which may result or appear to result in a conflict of interest.

23. **Authorization**

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that: The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

///

Contract for _____ between _____
and _____ -- for the term
beginning _____ - through _____.

CONTRACTOR:

Address

Address

Phone: (***) ***-***

Signature: _____

Printed or Typed Name: _____

Federal I.D. # _____

Date: _____

KLAMATH COUNTY BOARD

of COMMISSIONERS:

305 Main Street

Klamath Falls, OR 97601

(541) 883-5100

Approved this ____ day of _____, 20__.

Chair

Commissioner

Commissioner

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Klamath County Counsel

