

**Washington County Sheriff's Office  
Purgatory Correctional Facility  
Request for Proposal (Inmate Video Visiting)**

**Addendum 1 To  
Request for Proposal (Inmate Phones)**

**GENERAL**

Overview

It is the intent of Washington County Utah to obtain proposals from qualified Vendors who can provide an IP-based video visitation solution for the following County facility:

Washington County Sheriff's Office  
Purgatory Correctional Facility  
750 S. 5300 W.  
Hurricane, Utah 84737  
600 Bed Facility / 430 Current Average Population

Any item not specifically mentioned, but necessary for the delivery and operation of the system shall be included in this proposal. These specifications and requirements should be in sufficient enough detail to secure proposals on comparable services.

The proposal must include the hardware, software, and implementation to furnish the proposed solution. Video visitation will be used by attorneys, County staff, including probation and parole, as well as the public and inmates incarcerated at the Purgatory Correctional Facility. The system shall also allow for the scheduling and management of on-site and at-home visitation sessions.

The requirements listed herein should be met by all Vendor proposals. In instances where the proposal differs from these requirements, the Vendor shall note the difference and describe in detail how their proposal will meet the County's needs without including the specific requirement. Failure to meet these requirements may be cause for rejection of the Vendor's proposal at the County's discretion.

In addition to replacing it's existing inmate video visiting system, the County will be replacing it's current inmate phone system. The Request for Proposal (RFP) related to the video visiting system is included as an addendum (Addendum 1) to the primary RFP related to inmate phones. While not requirements of this RFP process, the County is also interested in other bonus services offered by the Vendors to include; inmate email, inmate cash account services, separate kiosks to be used by inmates to submit various requests including commissary orders, grievances etc. The County is not interested in changing it's current commissary program, which is self-run.

Participants in the RFP process may submit: a single proposal covering both the inmate phone and video visiting systems if both are offered by a single Vendor; two separate proposals if offered through two separate Vendors acting together, one offering inmate phone services and one offering inmate video visiting services; or two separate proposals if offered through two separate Vendors acting independently, one offering inmate phone services and one offering inmate video visiting services.

## Schedule

The schedule for this RFP process is as follows:

RFP Announcement: **Monday, August 26<sup>th</sup> 2019**

Intention to Submit Bid Notification Due: **Friday, September 20<sup>th</sup> 2019**  
(Please email a notice of intent to submit bid to [rfp@washeriff.net](mailto:rfp@washeriff.net) by this date)

Proposal Presentations: **Wednesday, October 23<sup>rd</sup> – Friday October 25<sup>th</sup> 2019**  
(Exact dates to be determined based on number of respondents)

Contract Award Date: **Monday, November 3<sup>rd</sup> 2019**

Installation and Cut Over: **Friday, January 3<sup>rd</sup> 2020**

## Definitions and Terms

For the purposes of this RFP and other related discussions and correspondence, the term “PCF” refers to Purgatory Correctional Facility, “Staff” refers to the staff of the Washington County Sheriff’s Office, “County” refers to Washington County Utah, “Vendor” refers to a provider of equipment and services, “System” will refer to the inmate telephone system or inmate video visiting system where appropriate, “Proposal” refers to Vendor responses to the RFP, “Friends and Families” (F&F) refers to the friends and families of the inmates.

## Proposal Submission

Each Vendor must prepare a written response. Proposals shall be formatted consistent with the specific sections of the RFP and the requirement “R” identifier. Vendors must respond to all requirements and submit the following:

A Letter of Transmittal Required Contact Information

Required Insurance and Financial Documents Summaries Related to Requirements R01 - R79

One (1) original and one (1) copy of the Vendor proposal must be returned by mail or other carrier and received by the County no later than **Monday, October 21<sup>st</sup> 2019**.

The Letter of Transmittal must include a statement that identifies all materials and enclosures being forwarded in the proposal. The Letter of Transmittal must be signed by the person who is authorized to contractually commit the Vendor’s organization.

Proposals not received by the due date will be automatically disqualified from consideration and sent back to the Vendor unopened. Each proposal shall be addressed and mailed as follows: “Inmate Telephone System and (or) Video Visiting System Proposal, Purgatory Correctional Facility, 750 S. 5300 W. Hurricane, Utah 84737” on the outside of the sealed package. The original proposal shall be clearly marked “ORIGINAL” and contain all original signatures. The copy shall be marked “COPY.”

## **Proposal Expiration**

The submitted proposal must remain valid through **Tuesday, December 31<sup>st</sup> 2019**.

## **Vendor Inquiries**

If additions, deletions, modifications or clarifications to the RFP become necessary, the changes will be emailed to all Vendors. Nothing presented orally during Vendor inquiries will modify or alter the specifications or requirements of the RFP.

Each Vendor shall identify a single contact person who will be responsible for coordinating the efforts and personnel of their organization in this process. Information required shall include:

Name  
Organization  
Telephone Numbers  
Address  
Email address

Your point of contact at the County is as follows:

Lieutenant Ryan Larkin  
Desk 435.656.6690  
Cell 435.467.3379  
[rfp@washeriff.net](mailto:rfp@washeriff.net)

## **Basis of Award**

An inmate video visiting system is a vital service to the County. In addition to the obvious need to provide visiting services to the inmates, the County expects to benefit from the peripheral aspects of the system to include investigative tools, increased security, increased operational efficiency, and the other non-visiting services offered by the Vendor.

The County's objectives in obtaining a video visitation system include:

1. Replacement of it's current visitation equipment.
2. To provide scheduling for video visitation sessions.
3. Reduce administrative costs associated with visitation.
4. Provide remote off-property visitation options.

The County prefers a Vendor that has a single point of contact for all matters related the contract, systems, installation, training, service, maintenance etc., particularly if subcontractors are involved.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause; to modify, alter, or waive any technicalities or provisions; and to accept the proposal which is determined to be the best overall offer. Therefore, in selecting a Vendor, the County will not rely exclusively on commission offering or any other single factor.

The contents of this solicitation and the Vendor's response, when submitted to and accepted by the

County, shall become an integral part of any contract agreed upon between the Vendor and the County.

To ensure specified performance of the proposed system, the County reserves the right to require a Vendor to demonstrate its system and any features specified in this RFP.

When a Vendor cannot conform to certain aspects of this request, it should offer reasons why, or alternate services and equipment that it does provide. Non-compliance with certain requirements is not necessarily grounds for disqualification, though the County reserves the right to disqualify on this basis if it desires.

Each proposal will be evaluated with regards to the following selection factors:

40% - Demonstrated ability to meet the technical requirements, based upon the Vendor's RFP responses and information provided by similar facilities in which the Vendor has its system installed. Other bonus services offered by the Vendor, and or the Vendor's ability to interact with providers that offer these other services, will be considered positively in this factor.

10% - The formula for determining the score awarded for cost shall be as follows: Financial offering including the overall commission rate paid to the County based on the gross revenue of off-site visits, the rates and other charges to the inmate or party who accepts the charges, and the Vendor's overall ability to provide a good value. The exact terms related to equipment and start-up costs, if any, will also be considered in this factor.

40% - Vendor experience, level of the technology offered, level of account and maintenance support, and current customer references.

10% - Proposed project plan, the timeliness of its implementation, the degree of service interruption, and the level of required involvement by the County, noting that excessive involvement by the County would be considered negatively in this factor.

#### **Contract Term**

The contract will be for a period of three (3) years. At the expiration of this contract, the County will have the option of continuing the phone services with the Vendor's company for a period of two (2) additional years in one-year increments if substantially the same or more favorable commission, rates, and services are offered by the Vendor. Each optional year will require the County's approval for renewal.

The contract may not continue or be renewed for any year after the first year of the multiyear contract if adequate funds are not appropriated or otherwise available to continue or renew the contract.

#### **Termination**

The obligation to provide further service under the terms of the resulting agreement may be terminated immediately by the County upon written notice in the event of material breach by the successful Vendor to perform in accordance with the terms hereof, or any contract resulting from this RFP. The County's failure to exercise the option to terminate the contract will not be considered a waiver of any present or future material breach. In the event that the County chooses to discontinue this contract either by termination or not extending the contract, the Vendor warrants that it will remove all its equipment from the facility without charge. Service and equipment will not be removed until another

Vendor's system is in place or when approved by the County. The removal of equipment and discontinuation of service will occur during the implementation of the new system with minimal interruption of service to this facility. It will be necessary that the incumbent Vendor cooperate with the new Vendor during the implementation of the new system.

If either party defaults in the performance of any other obligation under this agreement, then the non-defaulting party shall give the defaulting party written notice of its default, setting forth with specificity in the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity.

### **Damage and Repair Liability**

The County will have no liability to the Vendor for fraud, theft, vandalism, damage or loss of the Vendor's equipment inflicted by the inmates or the public. All costs associated with the repair will be the responsibility of the Vendor.

The Vendor warrants that all repairs will be made at its expense. The Vendor shall make all reasonable efforts to ensure that the visitation system in all cases is operational and repaired as quickly as possible.

### **Indemnification**

The Vendor will be required to indemnify the County for any and all liability, loss, costs, damage or any other expenses which may accrue to or be incurred by the County as a result of injury or damage to any person or property occasioned by any intentional or negligent act or omission by the Vendor, its employees, agents, subcontractors or other related parties.

#### **Installation and Disconnection**

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 the service fully functional. Because the the visiting system currently in place is owned by the County, and is original equipment to the facility, the Vendor selected will be responsible for removal and disposal of all said equipment.

### **Discussions**

Discussions may be conducted with offerors who submit proposals that the County determines to be reasonably susceptible of being selected for award, followed by an opportunity to make best and final offers. However, proposals may be accepted without discussions.

### **Miscellaneous Requirements**

The County will not be liable for any of the cost incurred in preparation and presentation of the Vendor responses, or for any other portion of this process.

Any materials submitted by the Vendor that are considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the

County makes no representation that such material will be kept confidential.

### **Insurance**

The successful Vendor shall possess and provide certificates of insurance for both Worker's Compensation Insurance with limits of not less than the Utah statutory limits, and General Liability Insurance coverage, with limits of not less than \$1,000,000. The County shall be named as an additional insured on the General Liability Insurance certificate of insurance. Any insurance that is required does not limit the Vendor's obligation to indemnify the County for a claim above that amount.

### **Financial Stability**

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

## **QUALIFICATIONS AND EXPERIENCE, TECHNICAL REQUIREMENTS**

### **Experience**

R01 The Vendor shall demonstrate experience in providing inmate video visitation services to correctional facilities of similar size. Due to the complex nature and security concerns of correctional facilities, the County prefers that Vendors have experience serving other correctional customers.

R02 The Vendor shall provide an overview of its firm, including years and nature of experience in the inmate telephone business.

### **References**

R03 The Vendor shall provide five customer references of accounts similar in size and scope to the County.

### **Patent and Copyrights**

R04 The Vendor asserts that to the Vendor's knowledge, the equipment and software proposed in this process, does not infringe on any U.S. patent or copyright.

R05 The Vendor shall hold harmless the County, its officers and employees, against all claims that the hardware or software actually supplied, infringe on other U.S. patents or copyrights.

R06 The Vendor shall provide on request, any patent information for equipment or software, applicable to the inmate telephone system.

## **General Requirements**

R07 The video visitation system proposed for the County must meet or exceed the technical requirements outlined in this RFP. The proposed video visitation system shall be provided at no cost to the County, including system installation, training, operation and maintenance of the system and its components. It is expected that revenues from off property visits, and or from phone revenues will cover these costs, so long as the gross revenues are not lower than those currently received by the County from inmate phones.

## **Hardware Requirements**

R08 The inmate visitation terminals should include, at a minimum:

1. A shatter proof LCD monitor;
2. One detention grade audio handset per terminal;
3. Rounded tops and corners;
4. Enclosures which prevent spills from entering;
5. Terminals that do not have any openings exposed to the user. This includes all wiring and ventilation holes;
6. Terminals without any external hinges;
7. Terminals with a built-in camera;
8. Terminals that secure to the wall using standard industry or better methods.

## **Software Requirements**

R09 Vendor must provide software updates free of charge to County.

R10 The system, which should include visitation scheduling, user management, and policy management software, shall be web-based and allow for the County to administer visitation sessions and visitation operations based on County policies.

R11 The system should assign a unique identification number to each inmate and user.

R12 The system should have a multilingual interface (English and Spanish at a minimum).

R13 The system must be able to support multiple locations within the facility.

R14 The system should provide web-based visitation scheduling for authorized users (Corrections Services staff, attorneys, the public) utilizing any standard web browser.

R15 The system should display pending visits.

R16 The system should allow users to easily and simply schedule visitation sessions.

R17 The system should only display time slots that meet County policies.

R18 The system should conduct conflict checking and only display times which are available.

R19 The system should allow users to easily change their personal information (i.e., password, address, phone number, etc.).

R20 The system should send an email to a visitor when a visit is scheduled, modified, or canceled.

R21 The system should be capable of rescheduling a time slot if a scheduled visit is canceled.

R22 The system should assign unique visitation identification numbers for every visit for reporting and tracking.

R23 The system should use set durations assigned by the County for each visit.

R24 The system should provide a visual warning message to inform the visitor that the session will be ending in a number of minutes set by the County.

R25 The system should provide that:

1. Administrators: create/manage/edit – users, schedules, etc.;
2. Users: create/manage/edit their own schedules; and
3. Read-only user: can only view scheduled visits.

R26 The system should require a unique user name and password that will dictate to the user the password's level of functionality.

R27 The system should provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:

1. Inmate ID number;
2. Inmate name;
3. Visitor name;
4. Date and time of visit;
5. Inmate video visitation station; and
6. Daily, weekly and monthly visit statistics.

R28 The system should provide an audit trail of all activity (i.e., user login times and locations, which users have scheduled/modified/canceled a visit, etc.).

R29 The system should allow for integration with, or data retrieval from the County Records Management System (Spillman Data Systems).

R30 The system should list facility visitation rules in the visitation start-up sequence.

R31 The system should use the same inmate identification number as created by the jail management system, to identify the inmate on the video visitation system.

R32 The system should automatically cancel a visit if the inmate's status has changed or the inmate has been released.

R33 The system should send an email cancellation notification to the visitor if a visit is canceled.

R34 The system should provide for an exclusion list, which allows the County to set visitor exclusions (i.e., visitor A is allowed to visit with anyone in the jail EXCLUDING one or more selected inmates) and indicate the reason for the exclusion (e.g., the visitor is a known gang affiliate, contraband smuggler, etc).



R35 The system should provide cancellation/interruption broadcast capabilities. The County staff should be able to interrupt ongoing visits and deliver either audible, written, or video messages (warnings), as well as have the capability to reconnect a session.

R36 The system shall provide for inmate visitation requests, which will allow an inmate to request a visit by filling out a form on the visitation terminal.

R37 The system should provide authorized personnel users the ability to do searches and create reports.

R38 The system should provide a way to display scheduled visits to staff so they know where and when an inmate needs to be available for pending video visits.

R39 The system shall allow for visitation recording.

R40 Recordings should be made of all personal visits. Attorney and other confidential visits should not be recorded.

R41 Recorded visits shall be searchable and viewable by time and date.

R42 Recorded visits should be stored for at least 90 days. Describe additional archive options if available.

R43 The County must be able to lock certain recordings so that they will not be purged as part of the standard retention duration.

R44 Authorized personnel must be able to quickly and easily schedule visitation sessions.

R45 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.

R46 Describe how the scheduling system operates.

### **Technical Requirements**

R47 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.

R48 The terminal should 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 headset enabled.

R49 The system must be capable of being used by the deaf or hearing impaired using sign language without excessive dropped framerates or at a framerate too low to support sign language.

R50 The system must provide encryption for all visits.

## **TRAINING, SUPPORT, AND INSTALLATION**

### **Training**

R51 The Vendor shall provide initial installation training to the County staff in system administration, operation, and reporting. Upgrade and refresher training shall also be required for the length of the contract, and at no cost to the County.

R52 The Vendor shall have the ability to provide initial and ongoing training through multiple options such as live training and Web-Casting integrated into the system.

R53 Describe your training program. Include a description of course(s) and any applicable documents.

### **Support and Maintenance**

R54 The Vendor shall provide a system that is fully functional in regards to all labor, materials, programming, system hardware and software.

R55 The Vendor shall warrant that the system installed for the County shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed. Should the system not operate as designed and proposed or violate any local, state or federal code, the Vendor shall immediately correct the defect or irregularity or bring the system within code and performance specifications at no cost to the County.

R56 The Vendor shall provide all post installation system programming and maintenance services at no cost to the County.

R57 The Vendor should agree in its response that maintenance service is available on its video visitation system seven days per week, twenty-four (24) hours a day, 365 days per year.

R58 The Vendor is responsible for replacement of the system, in its entirety or its individual components, regardless of cause, including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the County and will occur upon notification to the Vendor of the system problem by the County.

R59 The Vendor is responsible for replacing visitation kiosks regardless of cause, including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest.

R60 Should any critical component of the video visitation system provided by the Vendor fail, the Vendor must respond to video visitation system maintenance/repair calls from the County in the manner outlined in this section.

R61 The Vendor is required to further negotiate with the County prior to system installation to determine additional specific criteria for a “Major Emergency.” For the purpose of this RFP, a “Major Emergency” shall be defined as an occurrence of any one of the following conditions:

1. A failure of the video visitation system processor, its common equipment or power supplies which render the system incapable of performing its normal functions;
2. A failure of the recording function or any of its components that affects the full recording operation;
3. A failure of 30% or more of the visitation units in any one area;
4. A failure of any of the video visitation system functions that result in the ability of inmates to place visitation sessions without the use of assigned PINs; or
5. A failure of the system “kill switches” or similar disabling function proposed by the Vendor.

R62 For a “Major Emergency” the Vendor must respond to the service problem within two (2) hours of the initial trouble report by the County, through the use of remote testing or access. Should the video visitation system not be accessible for remote access, the Vendor must have a qualified technician, suitably equipped for the installed video visitation system, on site at the County location within one (1) day from the time of initial trouble report. Should the problem not be resolved via remote access, the Vendor must have a qualified technician, suitably equipped for the installed system, on site at the County institution within two (2) days from the time of initial trouble report.

R63 Response to “Major Emergency” conditions should be communicated on a 24 Hour-a-Day, Seven Days-a-Week, 365 Days-a-Year basis throughout the term of this contract.

R64 For the purpose of this RFP, routine service shall be defined as a video visitation system failure or problems other than a “Major Emergency” item as listed above or defined by the County.

R65 For a “Routine Service” the Vendor must respond to the service problem within four (4) hours of the initial trouble report by the County through the use of remote testing or access. Should the video visitation system not be accessible for remote access, the Vendor must have a qualified technician, suitably equipped for the installed system, on site at the County facility within twelve (12) business hours from the time of the initial trouble report. Business hours are defined as 8:00 a.m. to 6:00 p.m., Monday through Friday.

R66 Should the problem not be resolved via remote access, the vendor must have a qualified technician, suitably equipped for the installed system, on site at the County facility within two (2) days from the time of initial trouble report.

R67 The Vendor must ensure and state in its response, that all maintenance calls from the County shall be answered by a “live” operator or service representative at all times.

R68 It is required that that all maintenance calls from the County be answered by a “live” service representative.

## **Installation and Cut-Over**

R69 The Vendor will complete the installation of the inmate visitation system, and all it's required parts within thirty (30) days after the contract is awarded.

R70 The Vendor shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut over and testing. 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. If the County's requirement of 30 days cannot be met, the Vendor must propose an alternate installation schedule of events. Failure to state installation time in the proposal will obligate the Vendor to complete installation as required in the RFP. An extended period of installation time may be considered when in the best interest of the County. Any delay in the implementation of the Vendor's 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. The risk of loss and/or damage to system equipment will be assumed by the Vendor during shipment, unloading, and installation. The Vendor must agree, in its response, to the 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 as determined by the County..

R71 The Vendor must have a plan to provide planned technology upgrades. Please describe.

R72 The Vendor must describe it's experience with implementing services detailed in this RFP.

## **RATES AND COMMISSIONS**

### **Rates**

R73 Please provide information on the rate structure for the video visitation sessions from on and/or off property locations if different, noting that it is the intent of the County to provide two free video visits per inmate per week. Include within your response the cost per session for attorneys, friends, and family, other visitors. Include any hidden costs that may be added.

## **Commission Structure**

R74 Please provide information on the commission structure. Include the following within your response:

1. What is the percentage of commission you will pay County?
2. How will the system be supported, if at all by revenues from the inmate phone system.

***Failure to state proposed commission percentage will result in rejection of proposal.***

3. Explain in detail the method used to calculate revenue to the County (e.g., gross revenue, adjusted gross revenue, net revenue).
4. State all applicable deductions from Gross Revenue before calculating the County's revenue.
5. What is your method of reporting the calculation of the County's commission payment: Provide samples of proposed reports.
6. Is there a charge for customized reports? If yes, provide amounts.
7. Describe the procedure for handling noncollectable revenue. State whether this expense reduces County's commission and, if so, specify in what manner.

## **OTHER SERVICES OFFERED**

R75 While not required in this RFP process, the County is interested in bonus services offered by the Vendors to include; integrated intelligence tools, automated information services, inmate email, inmate cash account services and kiosks, other separate kiosks to be used by inmates in their housing units to submit various requests including commissary orders, grievances etc.

Note, the County is not interested in changing it's current commissary program, which is self-run.

Describe the other services that could be offered by the Vendor as part of a contract.