



# AGENDA

# Revised

Added B.1, Weather Updates.1 &2

**Thursday, March 4, 2021 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2021-11, 14

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**\*\*\*Weather Updates**

- \*1. First Addendum to Board Order No. 2021-09 in the Matter of Declaring a Local State of Emergency and Declaring Emergency Measures
- \*2. Approval of General Fund Dollars to Support the Voucher Debris Removal for Clackamas County Residents

**\*\*\*Wild Fire Updates**

**\*\*\*COVID Updates**

**I. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

**A. Finance Department**

- 1. Approval of a Board order Delegating Signing Authority of Grants up to \$150,000 to the County Administrator

**\*B. Clackamas County Sheriff's Office**

- \*1. Approval of a Contract with Global Tel\*Link Corporation for Inmate Telephone System, Video Visitation System and Other Equipment/Services. Cost will be \$36,580 and will be reimbursed by Global Tel\*Link immediately

**II. WATER ENVIRONMENT SERVICES CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

1. Approval of Contract between Water Environment Services and Stantec Consulting Services, Inc., for the Kellogg Creek Water Resource Recovery Facility Influent Pump 2 and 4 Replacement

**III. PUBLIC COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.*

**IV. COUNTY ADMINISTRATOR UPDATE**

**V. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of Declaring a Local  
State of Emergency and Declaring  
Emergency Measures



First Addendum to Board Order  
No. 2021-09  
Page 1 of 1

1. By way of Board Order 2021-09, Clackamas County formally declared a state of emergency due to unprecedented winter storms and heavy ice causing power outages throughout Clackamas County, effective on the 16th day of February for the entire County. That declaration of emergency is scheduled to expire on March 1, 2021.
2. By way of this First Addendum, the Board of County Commissioners finds that the conditions giving rise to the declaration of emergency remain in existence and it is therefore necessary to extend the duration of the declaration of emergency until May 1, 2021.

In addition to the conditions giving rise to the initial declaration of emergency, the consequence and the aftermath of the winter storms will require additional resources including but not limited to the collecting, transporting, and disposing of the debris created by the winter storms and heavy ice particularly downed or compromised trees and storm-related damages.

**IT IS FURTHER ORDERED BY WAY OF THIS FIRST ADDENDUM that:**

Any individual or entity that violates any provision of any emergency measures is subject to a \$500 fine for each offense.

All previously declared emergency measures (see attached) shall remain in effect for the duration of the declaration of emergency.

**DATED** this 25<sup>th</sup> day of February 2021.

**BOARD OF COUNTY COMMISSIONERS**



\_\_\_\_\_  
Tootie Smith, Chair



\_\_\_\_\_  
Recording Secretary



**Nancy Bush**

*Director*

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

March 3, 2021

Board of County Commissioners  
Clackamas County

Dear BCC:

Approval of General Fund Dollars to Support the Voucher Debris Removal  
for Clackamas County Residents

<b>Purpose/Outcomes</b>	Provide assistance to unincorporated Clackamas County Residents for debris removal from the recent ice storm. Requesting ratification for dollar amount approved for the program.
<b>Dollar Amount and Fiscal Impact</b>	\$300,000
<b>Funding Source</b>	General Fund
<b>Duration</b>	Date to sign up for voucher is March 19, 2021; Date to use the voucher is May 2, 2021
<b>Previous Board Action</b>	Discussion with the BCC regarding this program was February 25, 2021
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	Counsel reviewed administration cost contract with Yiftee on 3/3/21 (contract attached)
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes X no 2. Yiftee Contract was reviewed by counsel, which includes the language for the \$30 vouchers
<b>Contact Person</b>	Nancy Bush X8665 and Eben Polk 503-250-2678
<b>Contract No.</b>	#3827

**BACKGROUND:**

After the February 2021 ice storm Clackamas County unincorporated residents experienced woody and vegetative debris on private property. As a result there has been a demand for Clackamas County to provide some assistance and support for debris removal.

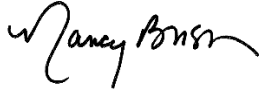
The debris voucher program is the quickest way to assist some of our county residents. During the first two weeks after the ice storm staff looked into several ways to assist unincorporated residents and were not able to identify a workable alternative. The solutions considered were partnering with an incorporated city, setting up a County debris drop off site, which has a unpredictable cost on the back end related to disposal.

The debris voucher program will provide \$30 to the private property owner to use at selected local businesses to drop off debris or hire someone to clean up debris on their property. This is the initial investment for this pilot project.

**RECOMMENDATION:**

Staff recommends the County Commissioners approve the \$300,000 for the unincorporated Clackamas County residents.

Respectfully submitted,



Nancy Bush,  
Disaster Management

**County Commission Approval**

Approval	Deny



**Nancy Bush**

*Director*

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**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

**CLACKAMAS COUNTY**  
**GOVERNMENTAL CONTRACTING ADDENDUM**  
**Contract #3827**

This Oregon Governmental Contracting Addendum (“Addendum”) is entered into by Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Disaster Management department, and Yiftee, Inc. (“Contractor”). This Addendum shall be attached to, and incorporated into, the Community Card Customer Agreement (“Vendor Agreement”). As used below, "Contract" means this Addendum and the Vendor Agreement. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

**A. Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2021.

**B. County Contract Administrator.** The County Contract Administrator for this Contract is **Eben Polk**.

**C. Invoices and Payments.** Payments made to Contractor will be \$.50+3% of the eGift Card value eDelivery fee at the time of purchase with a total contract value not to exceed **twenty-two thousand four hundred dollars (\$22,400.00)**.

Invoices shall be submitted to: [epolk@clackamas.us](mailto:epolk@clackamas.us).

Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

eDelivery fees are incurred when the vouchers are issued and payment is required up front. There is no other payment involved for the service, however, vouchers may have an expiration date of the County's choice (1-365 days). For any vouchers that are not fully redeemed, Contractor will take a 10% of initial gift price restocking fee and the remainder of the value will be refunded to the County.

**D. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

**E. Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**F. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

**G. Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**H. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

**I. Compliance.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract.

**J. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle 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 or applicable law.

**K. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor’s employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County’s employee or agents.

**L. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.



**M. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor’s performance (“Records”) for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.

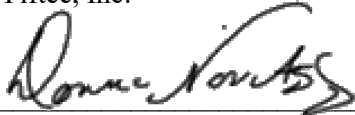
**N. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.

**O. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**P. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

Yiftee, Inc.



Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Donna Novitsky, CEO

Name/Title (Printed) \_\_\_\_\_

Clackamas County



Authorized Signature \_\_\_\_\_

Digitally signed by: NBush  
DN: CN = NBush email = NBush@clackamas.us  
Date: 2021.03.03 11:50:42 -08'00'  
Date \_\_\_\_\_

Name/Title (Printed) \_\_\_\_\_

Approved As To Form:



03/03/2021

Clackamas County Counsel

Date \_\_\_\_\_

## Community Card Customer Agreement

THIS AGREEMENT (the "Agreement") is made effective as of March 3, 2021 (the "Effective Date") by and between Yiftee Inc., a Delaware corporation, with an address at 325 Sharon Park Drive #215, Menlo Park, CA 94025 ("Yiftee") and \_\_\_\_\_ with an address at \_\_\_\_\_ ("Customer"). The parties agree as follows:

### 1. Definitions.

1.1 "Merchant" means a merchant, prospect or other contact that may be using or desire to use Yiftee Services to redeem eGifts.

1.2 "Participant" means a Merchant who has opted to participate in a Community Card by running an Activation Card and agreeing to the Merchant Agreement.

1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.

1.4 "Purchaser" means a person or entity that purchases or redeems eGifts.

1.5 "eGift" means a digital virtual gift voucher used as payment for goods or services at a Participant.

1.6 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their eGift Card web page.

### 2. Merchant Enrollment.

#### 2.1 Merchant Enrollment Obligations

(a) Customer will collect a set of Merchants who have elected to participate in the Yiftee Services. Merchants must all be located in the same state in the USA, due to varying gift card laws by state. Each Merchant must agree to the Yiftee Merchant Agreement located on the Yiftee.com website. Merchants who have not agreed to the Merchant Agreement will not be able to utilize the Yiftee Services to redeem eGifts. Customer will upload into the Yiftee Services or provide the names of the Merchants who intend to participate to Yiftee. Upon the agreed upon launch date, the billing for the Yiftee Services will begin ("Commencement Date"). This billing will include the agreed-upon cost for each Participant or group thereof as defined in Appendix A.

(b) Yiftee will provide to Customer or directly to Merchants, upon receipt of the set of Merchant names in 2.1a, a set of unique Activation Cards to be run by each Merchant. Customer will inform Merchants of their individual Activation Card and provide instructions on its use. Additionally, Customer will inform Merchants that running the Activation Card implies consent to the Merchant Agreement located on the Yiftee.com website.

(c) As Merchants run the Activation Cards, they will be included in the set of Merchants enabled to participate in the Yiftee Services, i.e. the Participants. Participant may also post their Offers to be available for eGift Card holders who redeem gifts in their stores.

(d) Yiftee will bill Customer or Merchants as described in Appendix A. Customer can add or remove Participants and fees will be adjusted accordingly, if applicable. There will be no retroactive adjustments allowed by Yiftee (that is, a cancelled Participant's billing obligation will result in that Participant's cost to Customer, as defined in Appendix A, to be eliminated beginning only on the next annual billing cycle). A Participant may be added to the list of Participants at any time ("Enrollment Time"), with billing adjustment for said Participant to begin immediately and to be included in the current month's billing.

(e) Each party shall comply with good, ethical and moral business practices and all applicable laws and regulations in engaging in any activities here under.

(f) Fees and payment terms applicable to the subject matter here under shall be as set forth in Appendix A. Customer is not entitled to compensation other than what is described in Appendix A.

(g) Customer is responsible and liable for any disputes or liability arising out of its relationships with Merchants and Participants, except with respect to any liability of Yiftee under this agreement.

## 2.2 Yiftee Materials.

Yiftee may provide Customer with certain materials for use in conjunction with promoting the Yiftee Services here under ("Yiftee Materials"). No rights or licenses, express or implied, are granted in those Yiftee Materials or otherwise, except as expressly and unambiguously set forth in this Agreement.

## 2.3 Limited Licenses.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to access and use the Yiftee Services and Yiftee Materials solely for the purposes of Customer's performance of this Agreement.

## 2.4 Trademark License.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants Customer and Customer hereby grants Yiftee a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use Yiftee's or Customer's name, trade names, trademarks, service marks, and logos (collectively, a party's "Marks") solely in connection with Customer's and Yiftee's promotion and marketing of the Yiftee Services, subject to written usage guidelines, if any, made mutually available.

**3. Ownership.** As between the parties, Yiftee owns all right, title and interest in and to the Yiftee Services, Yiftee's Marks and the Yiftee Materials. Customer owns all right, title and interest in and to Customer's Marks.

**4. Warranties Disclaimer.** YIFTEE AND ITS LICENSORS MAKE NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

**5. Liability Limitation.** EXCEPT FOR LIABILITY ARISING UNDER SECTION 7, NEITHER PARTY (NOR ITS LICENSORS) WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE AND IN NO EVENT SHALL EITHER PARTY'S

LIABILITY EXCEED THE GREATER OF \$500 OR THE AMOUNTS PAID AND/OR PAYABLE BY YIFTEE TO CUSTOMER (AND/OR BY CUSTOMER TO YIFTEE, IF PAYMENTS ARE PAYABLE BY CUSTOMER TO YIFTEE IN ACCORDANCE WITH PROPOSAL) HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

## **6. Term and Termination.**

6.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force on an annual period from the Effective Date, and thereafter shall automatically renew annually, unless and until either party terminates this Agreement pursuant to Section 6.2.

6.2 Termination.

(a) Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever.

(b) Either party may terminate this Agreement if the other party materially breaches a term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from the non-breaching party.

(c) Participants are obligated to honor all outstanding eGifts issued by Yiftee for the entire duration of those eGift's validity periods. Termination does not relieve Participants from honoring conditions outlined in the Merchant Agreement.

6.3 Effect of Termination. Upon any termination: (a) Customer shall immediately cease all promotion of the Yiftee Services and shall immediately return to Yiftee, or at the option of Yiftee, destroy, all Confidential Information (as defined below) of Yiftee disclosed to Customer, Yiftee Materials, and any Yiftee Services, hardware and software provided to Customer here under, (b) Yiftee shall immediately return to Customer, or at the option of Customer, destroy, all Confidential Information of Customer disclosed to Yiftee here under, and (c) all licenses granted under this Agreement shall immediately cease. The following Sections shall survive termination and remain in effect 1, 3, 4, 5, 6.3, 7 and 8. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

**7. Confidentiality.** Because of this Agreement, the parties may have access to information that is confidential to the disclosing party ("Confidential Information"). Confidential Information shall include, without limitation, Purchaser lists and information relating to the parties' products and pricing and all information designated as confidential by the disclosing party at the time of disclosure. A party's Confidential Information shall not include any information which (i) becomes generally publicly available through no wrongful act or omission of the receiving party; (ii) is lawfully acquired by the receiving party from a third party without any breach of a confidentiality obligation; or (iii) is independently developed without use of or reference to the disclosing party's Confidential Information. Each party agrees to maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses with regard to its confidential information of like nature, but in no event less than reasonable care, and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge that money damages will not be an adequate

remedy if this Section 7 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

**8. Non-solicitation**

During the term of this Agreement, neither party will (on behalf of itself or any other person or entity) solicit any Purchaser or Merchant of the other party to restrict, limit, or terminate such Purchaser's or Merchant's participation in the other party's products and services.

**9. Miscellaneous**

9.1 reserved.

9.2 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

9.3 Assignment. Customer may not assign or otherwise transfer, without the prior written consent of Yiftee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Yiftee may freely assign or otherwise transfer this Agreement in connection with the sale of all or substantially all of its business or assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.4 Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer (Print):

YIFTEE, INC.

By:

By:



Name, Title:

Name, Title: Donna Novitsky, Yiftee CEO

## Community Card Customer Agreement

### APPENDIX A

#### Pricing

Customer and Participants are not required to pay Yiftee a subscription fee or a revenue share. Yiftee does not take a percentage of the cards that are redeemed in the Participants' stores.

#### Charges:

Purchasers pay the face value of the card plus a \$1+5% of the eGift Card value eDelivery fee at the time of purchase. Bulk purchases of one thousand dollars (\$1000) or more, and enterprise accounts may qualify for a reduced eDelivery fee by depositing funds into their Yiftee eGifting accounts by check or ACH and disabling credit cards.

Participants pay Mastercard processing fees for a card-not-present (CNP) transaction upon redemption. Yiftee does not control these fees, they are set by the Merchant Acquirer who is their credit card processor.

Subject to applicable laws, Yiftee will implement a monthly maintenance fee on eGift Cards that have been inactive (i.e. no spending on the Card) for periods of greater than 12 months. This will be made clear to cardholders on the face of the eGift Card when implemented, as is required by law.

Yiftee eGift Cards do not generally expire. Subject to applicable laws, in some cases eGift Cards given by corporations or merchants as promotions, rewards and awards may have expiration dates. In the case of eGift Cards expiring, Yiftee retains 10% of the original eGift Card value not to exceed the remaining unspent funds and refunds the balance to the purchaser's Yiftee eGift Card account. eDelivery fees are not refunded.

Participants may choose, at their discretion, to post Offers to encourage Purchasers to use their Community Cards in their stores.

Participants may choose, at their discretion, to offer rebates as fund raisers to local groups such as schools, churches and other non-profits. Such programs are an incentive for the local groups to sell Community Cards to their members, and for the Purchasers to use them in specific stores who are offering rebates. Yiftee will work with the Participants and Purchasers to execute such programs.

No tipping is allowed on Yiftee eGift Cards.



Elizabeth Comfort  
Finance Director

**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

Feb. 18, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board order Delegating Signing Authority of Grants  
up to \$150,000 to the County Administrator**

Purpose/Outcome	Clackamas County Finance Department is requesting approval of a Board order to delegate signing authority of grants up to \$150,000 the County Administrator to improve administrative efficiency and align the treatment of grants with current LCRB contract signing authority.
Dollar Amount and Fiscal Impact	NA
Funding Source	NA
Duration	In effect until repealed or superseded by the BCC
Previous Board Action	Dec. 15, 2020 and approved for consent agenda on Feb. 9, 2021
Strategic Plan Alignment	This grant process and board order continues to build public trust as we exemplify good government through our strong internal controls over these important dollars that we are accountable for.
County Counsel Review	Approved by Andrew Naylor on Feb. 2-2-21
Procurement Review	Was the item processed through Procurement? No, this is a Board order and is not required to go through Procurement.
Contact Person	Christa Bosserman Wolfe, 503-742-5407
Contract No.	NA

**Background:**

In September 2020, Finance inquired if the BCC would support giving the County Administrator grant signing authority to resolve administrative burdens and create efficiencies. The BCC directed staff to draft a Board order to such effect. Finance and Counsel presented the attached Board order at Policy Sessions on December 15, 2020 and February 9, 2021. The board order aligns with current LCRB contracts limits, delegates signing authority to the County Administrator for grants, and related agreements, up to \$150,000 and includes a reporting requirement to ensure that BCC is made fully aware of when the County Administrator has used this authority.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the attached Board order. Thank you.

Sincerely,

Christa Bosserman Wolfe, CPA  
Deputy Finance Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Limited Delegation  
of Grant Signing Authority



Board Order No. \_\_\_\_\_

*Page 1 of 2*

**Whereas**, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all grant applications, grants, cooperative agreements, and any amendments or renewals of the same;

**Whereas**, the Board believes it is necessary to delegate limited authority to the Clackamas County Administrator to sign certain grant applications, grants, cooperative agreements, and any amendment or renewal of the same, to ensure the timely and efficient completion of County business;

**NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:**

1. The Clackamas County Administrator is hereby delegated authority to sign grant applications, grants, and cooperative agreements with a value not to exceed a total of \$150,000 in the aggregate for any one fiscal year.
2. The Clackamas County Administrator is hereby delegated authority to sign grant and cooperative agreement amendments or renewals provided that the amendment or renewal does not exceed 10% of the original grant amount or \$150,000 for the entirety of the term of the grant, whichever is greater.
3. In the event an emergency exists such that a quorum of the Board of County Commissioners cannot meet before action must be taken for the protection of the public and/or public goods, the Clackamas County Administrator is hereby delegated authority to sign grant applications, grants, cooperative agreements, and any amendments or renewals of the same, for any amount provided that:
  - a. The Office of County Counsel has reviewed and approved the grant application, grant, cooperative agreement, or amendment or renewal of the same; and
  - b. The Clackamas County Administrator seeks approval and ratification by the Board of County Commissioners at their next available business meeting following execution of the grant application, grant, cooperative agreement, or amendment or renewal of the same.



4. The Clackamas County Administrator shall provide a full report to the Board of County Commissioners at their next available meeting on the exercise of any signing authority provided under this limited delegation.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Limited Delegation  
of Contract Signing Authority



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2020

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

Board of County Commissioners  
Clackamas County

Members of the Board:

## Approval of a Contract with Global Tel\*Link Corporation for Inmate Telephone System, Video Visitation System and Other Equipment/Services

<b>Purpose/Outcome</b>	The purpose of this Contract is to provide communication services for inmates within the Clackamas County jail to communicate with their legal counsel and family.
<b>Dollar Amount and Fiscal Impact</b>	There is no cost to Clackamas County. The outlay of dollars to purchase the equipment will be immediately reimbursed by \$36,580.00 as a result of the negotiations for this Contract.
<b>Funding Source</b>	Costs will initially be charged to 216-1624-00-431000. Costs will be immediately reimbursed as provided by the terms of this contract.
<b>Duration</b>	From the execution date for five (5) years with the option to renew for three (3) additional 1-year terms.
<b>Previous Board Action/Review</b>	Presented on _____ during the County Administrator's Issues/Updates session.
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This contract aligns with the Jail Program's strategic goal to provide a secure custody environment and social, medical, food, and education services to inmates so they can be safe while they are held accountable, prepare for release, and become productive members of the community. 2. How does this item align with the County's Performance Clackamas goals? This contract furthers the County's Performance Clackamas goal to ensure safe, healthy and secure communities.
<b>Counsel Review</b>	1. Date of Counsel review: 02/03/2021 2. Initials of County Counsel performing review: ARN
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 2. This contract is a result of an RFP process.
<b>Contact Person</b>	Captain Lee Eby; <a href="mailto:leeby@clackamas.us">leeby@clackamas.us</a>
<b>Contract No.</b>	3572

### **Background:**

Clackamas County Sheriff's Office conducted an RFP for the Adult In-Custody Phone and Visitation System. We partnered with the defense bar (Clackamas Indigent Defense Corporation) to include them as a member of our RFP committee to make sure their needs were addressed in the contract as well. The Sheriff's Office RFP committee selected Global Tel\*Link Corporation ("GTL") as the contractor to provide these services. The services provided are inmate phones throughout the facility (including TTY machines and video relay call options), inmate tablets throughout the facility to allow for

Office: 9101 SE Sunnybrook Blvd., Clackamas, OR 97015

Mailing: 2223 Kaen Road, Oregon City, OR 97045

Phone: 503-785-5000 • Fax: 503-785-5190 • [www.clackamas.us/sheriff](http://www.clackamas.us/sheriff)

communication/entertainment/video visitation, public video visitation stations, and a public kiosk for putting funds on adults in custody accounts. In addition to these services, GTL has included to purchase a mail scanner station for our mail room to discover contraband and drugs entering into the jail. Due to the high level of drugs attempting to come in through the mail, this machine will be vital in keeping that contraband out of the facility and keep those adults in custody safe.

Phone calls will be set at the rates standardized by Senate Bill 498 based on the size of our facility. The Senate Bill also regulates fees associated with the phone system and therefore any fees will be set to be in compliance with the Bill. Public defenders will be offered free calls with their clients. TTY machines will be available as well as a video relay option through a specialized tablet. Inmate tablets will be placed throughout the blocks to offer inmates the ability to communicate with family, communicate with staff, place commissary orders, research via the Lexis Nexis law library, browse educational material, conduct video visits, and utilize entertainment features. A free profile will be offered for many of these functions, while family messaging, visits, and entertainment features will be offered at a per-minute rate. All public defenders will have free visitation accounts to visit with their clients free of charge.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on January 28, 2020. Proposals were opened on March 5, 2020. The County received a total of four (4) Proposals from: Global Tel\*Link Corporation, Securus Technologies, LLC, Crown Correctional Telephone and Inmate Calling Solutions, LLC. Because of COVID-19, the evaluation process was delayed until August 31, 2020. An evaluation committee of four County employees and one public defender made the recommendation that Global Tel\*Link Corporation be awarded the Contract. Upon Contract award, the final statement of work was negotiated and finalized in December 2020.

**Recommendation:**

The Clackamas County Sheriff's Office respectfully recommends that the Board approve and execute the Contract with Global Tel\*Link Corporation for the Inmate Telephone System, Video Visitation System and other Equipment/Services as a result of RFP 2019-64.

Respectfully submitted,



Chief Deputy Jenna Morrison

Placed on the \_\_\_\_\_ agenda by Procurement.

**MASTER SERVICES AGREEMENT  
COUNTY CONTRACT # 3572**

This Master Services Agreement (“Agreement”) is made by and between **Global Tel\*Link Corporation** (“Company”) on behalf of itself and its Affiliates who will provide services under this Agreement (“Affiliates” is defined as GTL Enhanced Services, LLC, GTL Financial Services, and TouchPay Holdings, LLC), and Clackamas County, on behalf of its Sheriff’s Office, acting by and through **Clackamas County**, with an address of 2051 Kaen Rd Oregon City, OR 97045 (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties (“Effective Date”). This Agreement is in relation to award of contract as a result of RFP 2019-64 Inmate Phone and Video Visitation System, published by Clackamas County on January 28, 2020, attached as **Exhibit B** and hereby incorporated by reference. This Agreement consists of the following documents, which are listed in descending order of precedence and are attached and incorporate by reference; this Agreement, **Exhibit A** Governmental Addendum and Exhibit B the RFP document.

1. **Services.** This Agreement applies to the supply, installation, management, operation, and maintenance of equipment and services at Premises Provider locations, whether existing, newly installed, or renovated (“Facilities”) as listed and described in each of the attached Service Schedules (collectively, the “Services”). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:
  - Service Schedule A - Inmate Telephone Service
  - Service Schedule B - Enhanced Services – Video Visitation and IP-Enabled Tablets
  - Service Schedule C - Payment Services
  
2. **Service Schedules.** Any Affiliate may provide services in its own name under a Service Schedule which shall then be considered a separate, but associated, contract incorporating this Agreement and the attached Terms and Conditions; provided, however, that Company is responsible for its Affiliates’ performance pursuant to the applicable Service Schedule. The Affiliate listed in a Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule.
  
3. **Term.** This Agreement shall be in effect for **five years** (5), commencing from the Effective Date (“Term”). This Agreement may be renewed for three (3) additional 1-year terms with the written approval of both parties.
  
4. **Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto, Exhibit A, the Government Addendum attached hereto, Exhibit B, the RFP document and the Company’s international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, “Tariffs”) that may govern the Services, which are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.
  
5. **Notices.** Any notice, demand, request, approval or other communication (a “notice”) which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing and delivered personally or by a recognized commercial overnight mail carrier to a Party at the address provided below. Notices, including notice of change of contact information, are effective upon delivery.

**To Company:**  
Global Tel\*Link Corporation  
ATTN: Legal Department  
3120 Fairview Park Drive



Falls Church, VA 22042  
Phone: (703) 955-3911

**To Premises Provider:**  
Clackamas County Jail  
2206 Kaen Road  
Oregon City, OR 97045  
Phone: (503) 742-5442  
ATTN: Captain Lee Eby

6. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the Parties hereto, as of the latest date listed below.

**Company**

**Global Tel\*Link Corporation  
on behalf of itself and its Affiliates**



Digitally signed by Alicia K.  
Freeman  
Date: 2021.02.02 21:59:59 -05'00'

Signature

Name: Alicia Freeman  
Title: VP, Contracts & Procurement

Date: 02/02/2021

**Premises Provider**

**Clackamas County**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**Approved as to form:**

**Andrew Naylor**

Digitally signed by Andrew Naylor  
Date: 2021.02.03 06:07:39 -08'00'

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

## Terms and Conditions

The following Terms and Conditions shall apply to the provision and use of Services provided by the Company pursuant to this Agreement.

1. **Title.** Except as specifically indicated in a Service Schedule, title to all equipment provided under this Agreement (“Equipment”) shall be and shall at all times remain in the Company. Except as specifically indicated in a Service Schedule, all software, documentation, and other intellectual property (collective the “IP”) supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Company’s performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

During the term of this Agreement, Company grants Premises Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Company in the manner contemplated by this Agreement. Premises Provider shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

2. **Relocation.** Equipment shall not be disconnected or moved by Premises Provider from the location in which it is installed. By written agreement of the Parties, installed Equipment may be relocated by the Company.

3. **Further Assurances.** During the term of this Agreement, including any renewal period(s) and extensions, Premises Provider agrees:

(a) To reasonably protect the Equipment against willful abuse and promptly report any damage, Services failure or hazardous conditions to the Company. Premises Provider shall not, and shall not allow any third party to, tamper with or otherwise modify the Services or equipment supplied by Company under this Agreement or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Company.

(b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) To permit reasonable access to its respective Facilities without charge or prejudice to Company employees or representatives, patrons, or consignees, including permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Services contemplated herein at such

times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations.

(d) To not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider Facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the Services at Premises Provider Facilities under this Agreement, which includes all Services set forth in the attached Service Schedules, and those other inmate communication, educational or entertainment products and services sought by Premises Provider during the term of the Agreement that can be delivered through the Equipment or Services, whether the products or services are for inmates located at Premises Provider facilities or at third-party facilities, provided, however, that the Company may elect to not exercise this exclusive right.

(e) To provide Company with the exclusive right to provide Premises Provider the Services under this Agreement for the period after its termination if Company matches the material financial and service terms and conditions of a bona fide offer of any third party to provide the Services, or any portion thereof, that Premises Provider is prepared to accept (“Third-Party Offer”). Premises Provider shall provide Company with the terms of such Third-Party Offer in writing and no less than ten (10) business days for the Company to exercise its rights under this Section. Upon exercise of this right by Company, this Agreement shall renew with the modified financial and service terms and conditions for the term contemplated in the Third-Party Offer (“Extended Term”).

4. **Confidentiality.** Reserved.

5. **Indemnification and Limitation of Liability.** Each Party shall indemnify the other from any loss, cost, damage, expense, or liability to the extent resulting from, or arising out of, claims by a third party relating to a breach of a Party of its obligations under this Agreement, except to the extent such loss, cost, damage, expense, or liability arises from the negligence or fault of the other Party; provided further, however, that the Company shall not be liable for interruption of telephone or other communication services arising from force majeure events, as described in Section 12 below, that are outside of Company’s reasonable control provided that Company shall first make all reasonable efforts to remove or eliminate such interruption of telephone or other communication services and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

(a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES SUPPLIED UNDER THIS AGREEMENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, LACK OF VIRUSES, AND ANY WARRANTY REGARDING THE SECURITY OR RELIABILITY OF EQUIPMENT OR SERVICES. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF THE USE OF EQUIPMENT, PRODUCTS, ACCESSORIES OR SERVICES SUPPLIED UNDER THIS AGREEMENT. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING TELEPHONE AND HEADSET CORDS AWAY FROM THOSE WHO PRESENT A RISK TO THEMSELVES OR OTHERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**(b) Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to Premises Provider by Company under the Agreement, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all communication detail records (“DRs”) and recordings contained in the Equipment Company provides to Premises Provider under this Agreement are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall, subject to applicable law, have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

**6. Risk of Loss.** The Company and its insurers, if any, shall relieve Premises Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premises Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premises Provider or its employees.

**7. Default.** In the event any Party shall be in breach or default of any material terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Agreement without liability.

**8. Governing Law.** Reserved.

**9. Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an “Affiliate”) without the consent of the Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or substantially all of Company’s assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement.

**10. Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the Parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the Parties. This Agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company’s employees including contribution from such persons, when required by law.

**11. Solicitation.** The Premises Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premises Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premises Provider agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Company) that there has been a violation hereof, Premises Provider shall cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.

**12. Force Majeure.** Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, riots, supply chain delays, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement.

**13. Survival.** Upon the expiration or earlier termination of the term of this Agreement, the Parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the Parties, and except that Premises Provider shall allow Company a reasonable opportunity to collect and remove Company Equipment from Premises Provider facilities. Notwithstanding the foregoing, all sections needed to enforce a Party's rights under this Agreement shall survive the expiration or earlier termination of the Agreement, and neither Party shall be released from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination.

**14. Amendment.** No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the Parties.

**15. Severability.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Agreement. If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible

so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**16. No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Failure to enforce any right under this Agreement shall not be deemed a waiver of future enforcement of that or any other right.

**17. No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be constructed to give to any other person or entity any legal or equitable rights hereunder.

**18. Taxes and Fees.** Payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges.

**19. Change-of-Law.** Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company's rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement.

**20. Interpretation.** The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

**21. Authority.** Each Party warrants and represents that the Party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.



## Inmate Telephone Service Service Schedule A

This Service Schedule applies only to inmate telephone service (“ITS”). Where “Company” is used in this Service Schedule, it shall mean Global Tel\*Link Corporation. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company’s website, which may be modified from time to time.

### 1. Equipment and Features.

Telephones and Workstations		
Workstations	Inmate Phones	Platform
0	83	Command

GTL Base Features
On-Line Recording Storage for the life of the contract
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish

GTL Enhanced Features
Tablet Content
<b>No Cost Value-Added Features:</b>
Tablet Content
Law Library Access
<b>Negotiable Value-Added Features:</b>
Accounting/Inmate Banking System
GTL Virtual Receptionist Facility Automated Attendant
Digital and Dynamic Imaging
Guardian
TEK84 Intercept Full Body Scanner
Adani Conveyor X-Ray Property Scanning System
Mail Scanning reimbursement
Mail Screening and Digitizing reimbursement
GTL Education Package
Voice IQ – Initial Voice Biometric Inmate Identification

The term “Equipment” in this Service Schedule includes the items listed in this Section I of this Schedule and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company installed by Company shall remain in all respects that of Company.

Company reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. Premises Provider shall not, and shall not allow any third party to, make alterations or attachments to the Equipment.

## **2. Inmate Telephone Services.**

Company shall be responsible for: (a) furnishing, installing, repairing and servicing the Equipment; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; (d) the processing of all telephone call records; (e) the performance (alone or through others) of all validation, billing, out clearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company's obligations under this Agreement. Company reserves the right to control unbillables, bad debt and fraud.

Company does not furnish, maintain or provide consumables for peripheral equipment associated with the inmate telephone system. Consumables consist of items such as printer paper, cassette tapes, or compact disks.

## **3. Compensation.**

Beginning with the month following a continuous six (6) month time period during the Term that the average daily population ("ADP") is more than four hundred and twenty-five (425). Company shall provide a facility fee of three cents (\$0.03) per minute on specific telephone calls designated by Company, including Local, IntraLATA, and InterLATA calls. Company also will collect a facility fee of three cents (\$0.03) per minute on Interstate calls. Such facility fees will be collected by Company and remitted to Premise Provider without deductions. All facility fee payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider. If the ADP subsequent to the initial continuous six (6) month time period with an ADP greater than four hundred and twenty five (425) decreases below four hundred and twenty-six (426) for the preceding six (6) month time period the payment of the facility fee shall terminate until such time that there is another continuous six (6) month time period where the ADP is greater than four hundred and twenty-five (425).

Facility fee payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

### **Clackamas County**

2206 Kaen Road

Oregon City, OR 97045

Attn: Jenny Winkler

## **4. Equipment Cost Reimbursement.**

Company shall provide Premise Provider with an annual reimbursement payment in the amount of thirty six thousand five hundred and eighty dollars (\$37,187.56) for the Premise Provider's expense to lease Chemimage mail scanning equipment. Such payment shall be made to Premise Provider within thirty (30) days from the conclusion of each one (1) year time period as measured from the Effective Date of this Agreement.

**5. Rates and Charges for Inmate Telephone Services.** The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- a) Prepaid Intrastate and Interstate ITS calls: \$0.19 per minute of use.
- b) Collect Intrastate and Interstate ITS calls: \$0.23 per minute of use.
- c) International Calls to Mexico or Canada: \$0.50 per minute of use.

- d) All Other International ITS calls: \$0.67 per minute.
- e) Public Defenders phone numbers identified by Premise Provider shall be set to free.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls. The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

**6. Transaction Fees for Inmate Telephone Services.** Company may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Paper bill/statement fee	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

**Single-Call and Related Billing Arrangements for Inmate Telephone Services.** Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

**6. Monthly Reports.** Company shall submit a monthly report to Premises Provider containing the following information for the previous month by the 15<sup>th</sup> of the following month:

- (a) All revenue earned from inmate phone services;
- (b) Any fees charged, broken down by fee type;
- (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 arising from telephone calls originating in the Clackamas County Jail concerning call quality.

**Enhanced Services – Video Visitation and IP-Enabled Tablets  
Service Schedule B**

**1. Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “Company” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

**2. Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational, entertainment products, and mail scanning services.

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

**3. Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description
Clackamas County 2206 Kaen Road Oregon City, OR 97045	Clackamas County Jail

**4. Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

**5. Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. At no cost to the Premises Provider, Company will replace any tablets not functioning due to a failure of hardware or software occurring while used as intended under this Agreement, additionally, Company will provide up to 25% of deployed tablets per year to cover normal wear and tear as determined by the Company. If additional tablets are requested or required to maintain a contractual inmate-to-tablet ratio, the additional tablets will be provided at a rate of up to \$249.99 per tablet, which includes shipping, processing, maintenance and the software license for the use of the tablets. Company will invoice Premises Provider for the total number of additional tablets that have been shipped. Company will retain ownership of the tablets and all licensed software. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets may not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel reasonable access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein, and if required, Premise Provider shall provide security escorts for Company personnel.

**6. Tablets.** Company will provide 60 Tablets at Premise Provider’s facility. Company may adjust the number of Tablets up or down at any time as long as both parties mutually agree on the adjustment to sufficiently provide our services to the offender population. Company shall have the discretion to select the brand, type, and other specifications of the Tablets,

including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute the Tablets at any time during the Term. Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. Enhanced Services. Company will provide the following Enhanced Services via the Tablets:

- i. Inmate Content Access. Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks and those services set forth in section 3.8.7.3 of the Clackamas County Request for Proposal (“Content Access”). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content Access as long as the Clackamas County staff has been notified before any change is made.
- ii. Video Visitation. On-premise and Remote video visitation with no less than sixty (60) days online recording storage.
- iii. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform supplied by Company. Headsets equipped with a microphone will be required
- iv. Inmate Accounts. All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually “Inmate Account” and collectively “Inmate Accounts”). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate’s Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate’s release. Inmate friends and family deposits are final.
- v. Basic Education: Company will also provide basic education package which is aligned with most state standards, GED, HiSET, and TASC, and access to the law library.
- vi. Law Library: Company agrees to provide access to a digital law library. Lexis Nexis is Clackamas County’s current provider. Additionally, the end user software must provide the ability for Clackamas County to create an on demand report showing the individual inmates usage for the Lexis Nexis or other law library applications. Specifically the report must allow query for a particular inmate and provide a list of dates and durations that the Lexis Nexis or other app was utilized by the inmate as a way of documenting law library access.

b. Company Obligations. Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider’s commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate

to paid Content subject to the payment by the inmate of Content usage fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for use with Company's products; (5) allow inmate family and friends to make deposits into Inmate Accounts; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time; and (12) prescribe the location for friends and family to send US mail to inmates to the designated mail scanning facility and exclude any legal mail from being sent, and to provide the requested authorization to Company for opening and scanning of the mail (excluding legal mail). Premise Provider will not allow anyone to, tamper with or otherwise modify the Tablets or associated software or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Paid Inmate Content Access:
  1. Standard Profile: \$0.05 per minute
  2. Promotional Profile: \$0.03 per minute
  3. Free Profile: \$0.00 per minute
- c. Video Visitation Services: 0.25 per minute Extended Local Visit Price  
0.25 per minute Remote Visit Price  
All inmates shall be provided with 2 free 25 minute remote video visitation visits each week.  
  
All public defenders, as identified by Premise Provider, shall have free visitation accounts to visit with inmates.
- d. Replacement Headphones or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  1. \$0.25 per written message
  2. \$0.25 per photo attachment (in addition to charge for any written message, if provided)
- f. Mail screening solution. The Vero Vision (CemImage) mail screener will be provide to the Premise Provider at no cost for the life of the contract, as along as all Company services to include phones, video visitation and entertainment content on the tablets are active.

## Payment Services Service Schedule C

This **Service Schedule** applies only to the Payment Services described herein (“Services”), and details the pricing, fees, services, and responsibilities of Company and Premises Provider related to the Services in this Service Schedule. Where “Company” is used in this Service Schedule, it shall mean TouchPay Holdings, LLC d/b/a GTL Financial Services.

**SERVICES.** Company shall provide the following Services to the Premises Provider

- Trust Services
- Intake Kiosks
- Self-Release
- Walk-in-Retail

Company shall receive fees from the senders for the Services (“Fees”) according to the pricing as set forth below (the “Transaction Pricing”).

**Trust Services.** This Service allows a sender to fund an account held in trust by Premises Provider on behalf of an inmate while serving his or her sentence (“Inmate Property”). Funds may be transferred from a sender to the trust account through any of the following methods: Company-provided proprietary Deposit Kiosks using cash, a credit or debit card (collectively, the “Kiosk or Kiosks”), payment over the telephone using Company’s Interactive Voice Response System (“IVR”), an on-line web-payment portal using a credit or debit card (“Web”) and via Walk-In Retail at certain retail locations using debit card(at select locations) or cash (“Walk-In Retail”). Premises Provider acknowledges and agrees that Company may also accept payments on behalf of other governmental agencies at Kiosks or other payment portals placed by Company in any facility.

For cash, credit/debit card and ACH transactions for Trust deposits, Company will charge the sender a base fee as follows:

Deposit Amount	Cash Lobby Kiosk	Credit or Debit Card Countertop Terminal, Lobby Kiosk, IVR or Web	Walk- In Retail
0 - \$20.00	\$3.95	\$3.95 + 3.5%	\$4.95
\$20.01 - \$100.00	\$4.95	\$4.95 + 3.5%	\$4.95
\$100.01 - \$200.00	\$5.95	\$5.95 + 3.5%	\$4.95

**(Optional)** Canned messaging services can be added to the lobby Kiosk for senders to send a predetermined text message to a specified inmate in conjunction with a deposit to that inmate. The message will be delivered to the inmate with the notification receipt of the deposit. For each message, Company will charge a fee of \$3.00. Fees will be deducted from the transaction deposit amount going to the Inmate. The Premises Provider will receive a revenue share equal to \$1.00.

**Self-Release.** This Service allows a sender to deposit funds using cash, credit or debit card into a proprietary Kiosk, Web, or via Walk-In Retail at certain retail locations using cash or a debit card, without amount limit for exclusive use in posting bail.

For cash, credit/debit card and ACH transactions for Self-Release Deposits, Company will charge the sender a base fee as follows:

Deposit Amount	Cash Lobby Kiosk	Credit or Debit Card Countertop Terminal, Lobby Kiosk, IVR or Web
0 - \$100.00	\$5.00	\$5.00 + 6.5%
\$100.01 - \$2,900	\$5.00 base + \$5.00 per \$100.00 deposited	\$5.00 base + \$5.00 per \$100.00 deposited

		+ 6.5%
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Company will provide the Deposit and Intake Kiosks described in the table below:

Building	Type	# of Kiosks to be Deployed
Clackamas County Jail	Countertop Credit Card Reader	1
Clackamas County Jail	Lobby Kiosk	1

**II. PAYMENT SERVICES TERMS AND CONDITIONS**

1. **Remittance.** For all deposit and payment services designated in this Schedule, Company agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate Premises Provider accounts in the designated system. Company will initiate an Automated Clearing House (“ACH”) credit to Premises Provider’s designated bank account within ninety-six (96) hours after the deposits are authorized and accepted by Company. The sender’s destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by Company.

2. **Compliance with Applicable Law.** Company is a licensed “money transmitter” under applicable state laws. Premises Provider will reasonably cooperate with Company to ensure that Company complies with all state laws and regulations applicable to “money transmitters” (the “Money Transmitter Laws”). If Premises Provider is unable or unwilling to comply with the requirements of Company that allow Company to be in compliance with the Money Transmitter Laws, Company may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.

3. **Systems Interface.** Company and Premises Provider will establish a systems interface that allows for processing of payments directly between the proprietary systems of Premises Provider and Company. Premises Provider and Company shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.

4. **Payment Types and Business Rules.** Premises Provider will provide Company with a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Company will use its default parameters unless Premises Provider specifies unique requirements.

5. **Kiosk.** Prior to the installation of any hardware that may be necessary for Services, Premises Provider shall provide Company with information regarding the location on Premises Provider where the Kiosk shall be located. Premises Provider shall prepare the site for the Kiosk, according to Company’s reasonable instructions. Power to the Kiosk is the Premises Provider’s sole responsibility. Company will be responsible for all ongoing cash management and repair of Kiosks.

6. **Promotion.** Company and Premises Provider shall work together to promote the Services. Premises Provider agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. Company will be allowed to distribute marketing material and promotional material to Premises Provider as well as provide a reference link from Premises Provider’s website to the URL designated by Company for the sole purpose of promoting the Services.

7. **Title.** Title to all hardware provided by Company for the purpose of providing the Services shall remain solely that of Company. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from Premises Provider of a termination of this agreement, Company shall, at its own expense, remove all of its hardware from Premises Provider premises.

8. **Reporting.** Company will provide Premises Provider with online access to certain transaction information. To the extent such information is provided through password protected access, Premises Provider agrees to keep all user and



password information confidential and protect against unauthorized use. Premises Provider will indemnify and hold Company harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results in whole or in part from the acts or omissions of employees, agents or Companies of Premises Provider.

9. **Release Card.** Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. Premises Provider agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". Premises Provider must maintain the card log provided by Company and must audit the log monthly for compliance. Premises Provider must provide a copy of the log to card issuer within 5 business days upon request.

10. **Money Transmitter Laws.** Premises Provider agrees to the following procedures:

- a) For transaction greater than \$3,000 (\$1,000 in AZ, NM, OK) – Company will collect additional information as required by law and no transactions will be accepted unless the information is collected.
- b) For transaction greater than \$10,000 – Company is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
- c) If Company encounters suspicious activity, Premises Provider agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).

11. **Overpayments/Underpayments.** Company will transmit all payments made through the Service (net of Company Fees) to the Premise Provider. Company is not responsible for collecting any additional funds due to the Premise Provider. All refunds will be conducted through the Premise Provider's established refund process.

**EXHIBIT A**  
**GOVERNMENTAL ADDENDUM**

**CLACKAMAS COUNTY  
GOVERNMENTAL CONTRACTING ADDENDUM  
Contract #3572**

This Oregon Governmental Contracting Addendum (“Addendum”) is entered into by Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Sheriff’s department and Global Tel\*Link Corporation, on behalf of itself and its subsidiaries and Affiliates (as defined in the Vendor Agreement, defined below) (“Contractor”). This Addendum shall be attached to, and incorporated into, the Master Services Agreement for RFP 2019-64 Inmate Phone and Video Visitation Systems (“Vendor Agreement”). As used below, "Contract" means this Addendum and the Vendor Agreement. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

- A. Term.** This Contract shall become effective upon signature of both parties. This Contract shall be in effect for **five years (5)**, commencing from the effective date and may be renewed for three (3) additional 1-year terms with written approval of both parties.
- B. County Contract Administrator.** The County Contract Administrator for this Contract is **Captain Lee Eby**.
- C. Invoices and Payments.** Invoices shall be submitted to: Captain Lee Eby via email at: [leeby@clackamas.us](mailto:leeby@clackamas.us).

Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

- D. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- E. Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**F. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

**G. Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**H. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon ninety (90) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

**I. Compliance.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein.

**J. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle 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 or applicable law.

- K. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor's employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- L. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.
- M. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- N. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- O. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- P. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- Q. Public Records.** Notwithstanding anything to the contrary, both parties expressly acknowledge and agree that Premises Provider's obligations under this Agreement are subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law. Company asserts that information in this Agreement is exempt from disclosure under one or more exceptions of applicable law. While Premises Provider will make good faith efforts to perform under this Agreement, Premises Provider's disclosure of confidential information, in whole or in part, will not be a breach of the Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If Premises Provider is subject to such a disclosure order or receives from a third party any public records request for the disclosure of confidential information, Premises Provider shall notify Company within a reasonable period of time of the request. Company is exclusively responsible for defending Company's position concerning the confidentiality of the requested information. Premises Provider is not required to assist Company in opposing disclosure of confidential information.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

**Global Tel\*Link Corporation on behalf of itself and its Affiliates**      **Clackamas County**

 Digitally signed by Alicia K. Freeman  
Date: 2021.02.02 21:59:33 -05'00'      02/02/2021

\_\_\_\_\_  
Authorized Signature                          Date

Alicia Freeman, VP Contracts & Procurement

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Authorized Signature                          Date

\_\_\_\_\_  
Name/Title (Printed)

**Approved As To Form:**

**Andrew Naylor** Digitally signed by Andrew Naylor  
Date: 2021.02.03 06:10:18 -08'00'

\_\_\_\_\_  
Clackamas County Counsel                          Date

**EXHIBIT B**  
**RFP 2019-64 INMATE PHONE AND VIDEO VISITATION SYSTEMS**  
**ISSUED: JANUARY 28, 2020**  
**CLOSED: MARCH 5, 2020**



**REQUEST FOR PROPOSALS #2019-64**

**FOR**

**INMATE TELEPHONE SYSTEM, VIDEO VISITATION SYSTEM, AND OTHER  
EQUIPMENT/SERVICES**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair  
SONYA FISCHER, Commissioner  
KEN HUMBERSTON, Commissioner  
PAUL SAVAS, Commissioner  
MARTHA SCHRADER, Commissioner**

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**Gary Schmidt  
County Administrator**

**George Marlton  
Procurement Division Director**

**Brant Sylvester  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: March 02, 2020**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**



## **SCHEDULE**

Request for Proposals Issued.....	January 28, 2020
Protest of Specifications Deadline.....	February 04, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	February 12, 2020, 5:00 PM, Pacific Time
Responses to All Questions Posted by.....	February 25, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	March 02, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	May 01, 2020

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## **SECTION 1 NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, March 02, 2020** (“Closing”), to provide Inmate Telephone System, Video Visitation System, and Other Equipment/Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP is expected to have a five (5) year initial term. The County intends to continue purchasing any applicable maintenance, support, repairs, updates, licensing, etc. as needed for ongoing services over the life of the system. After the initial term, the contractor may submit, and the County may accept a written quote to extend the contract for one year renewal terms.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2019-64-19.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).

### Contact Information

Procurement Process and Technical Questions:

George Marlton, 503-742-5442, [GMarlton@clackamas.us](mailto:GMarlton@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and 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, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County is seeking Proposals from Proposers to provide Inmate Telephone System, Video Visitation System, and Other Equipment/Services.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2. DEFINITION OF TERMS

Clackamas County Jail has made every effort to use industry-accepted terminology in this RFP and it will attempt to further clarify any point or item in question.

- The words “proposer”, “bidder”, “vendor”, and “contractor” may be used synonymously in this document. Each of these terms refers to any entity that has or intends to submit a Proposal in response to this RFP.
- The word “system”, unless otherwise qualified, means the proposed system described in the context of the section of this RFP in which each term is located.
- The words “must”, “shall”, or “will” mean that compliance with the intent of the statement is mandatory and failure by the vendor to satisfy that intent may cause, at the County’s sole discretion, the proposal to be rejected.

### 3.3. SCOPE OF WORK

**3.3.1. Background:** The Clackamas County Jail (CCJ) is a 500 bed facility that routinely operates at or near capacity. The CCJ currently contracts for a vendor provided system that includes some of the features in the general description of required equipment and services listed in this RFP. This system currently supports on average **1672** attempted calls, **632** completed calls, and **25** visits per day.

#### **3.3.1. Purpose and Overview:**

The intended purpose of this RFP is to make available to the designated inmate population access to telephones and video visitation services. As a result of this RFP, the County intends to enter into a contract whereby the contractor provides all inmate telephone equipment, video visitation equipment, and all other equipment, software, and services without any cost to the Clackamas County Jail (CCJ). The system furnished shall be of advanced technology with state-of-the-art equipment provided. The following list provides a general overview of the required equipment and services:

- Inmate Telephone Control System
- Inmate Telephones
- Video Visitation Control System (future need)
- Video Visitation Stations (future need)
- Wireless Tablets and Applications
- Payment Services
- Data Analysis Software

### **3.4. GENERAL REQUIREMENTS**

Proposals shall include the following General Requirements.

**3.4.1. ADA:** All vendor equipment and systems must comply with the Americans with Disabilities Act (ADA) regulations and requirements.

**3.4.2. Ownership:** With the exception of any wiring or cabling installed by the contractor within walls, floors, or ceilings of facility structures, all equipment and software provided by the contractor shall remain the property and responsibility of the contractor. Vendor must own all aspects of the proposed system as an integrated package. Third party interfaces are not acceptable and will be cause for disqualification. Vendor must confirm proposed system are part of an integrated solution owned by vendor.

**3.4.3. Liability:** Clackamas County shall not be liable in the event of loss, destruction, or theft of contractor owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The contractor is required to retain total liability for the system. At no time will Clackamas County Jail be responsible or accept liability for any contractor owned items.

**3.4.4. Prime Contractor Responsibility:** The selected Proposer will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the systems, installation, maintenance and training. The selected Proposer will be required to assume responsibility for all services obtained under contracts resulting from this RFP.

**3.4.5. Codes, Permits, and Licenses:** Contractor must comply with any mandatory licensing requirement. Contractor must state that, if selected, contractor will furnish and install all equipment, cable, miscellaneous hardware and materials in compliance with all applicable codes, whether local, state or federal, and that all permits or licenses required for installation will be obtained without cost to Clackamas County Jail.

**3.4.6. Firm Prices:** All terms and pricing offered in Proposals shall be firm for a minimum of one hundred-twenty (120) days following the RFP Closing Date.

**3.4.7. Proposer Experience:** Only Proposers with proven experience in this field successfully providing services substantially similar to those contained in this RFP will be considered.

**3.4.8. Money Transmission License:** Vendor must not have been fined by any state for not having a money transmission license in the past 24 months. Any such violations will be cause for disqualification.

### **3.5. TECHNICAL SPECIFICATIONS – INMATE TELEPHONE SYSTEM**

#### **3.5.1. Overview:**

Proposals shall include a solution that results in the designated inmate population having access to telephone services. Inmate access to telephones is to be supervised and monitored by Clackamas County Jail staff, so proposals shall not include inmate supervision services.

#### **3.5.2. Facilities and Telephones:**



The locations and number of telephones initially required are listed below, but may need to be adjusted during the course of the contract to accommodate changes in inmate population. Vendor must agree to adjust the number of inmate telephones or to relocate existing telephones as requested by and at no to the Clackamas County Jail.

Facility	Address	ADP	# Inmate Phones	# Public Phones
Clackamas County Jail	2206 Kaen Rd. Oregon City, OR 97045	471	83 (including 3 cordless mobiles)	1

**3.5.3. Additional Requirements:** Telephones must include the following:

- Four (4) TDD units.
- Video Relay Services (VRS) system for hearing impaired inmates to utilize for communications. Multiple (4 or more) Tablets or other communication devices must be provided for inmates to use Video Relay Services (VRS)
- The system must be capable of providing all local, inter-LATA, intra-LATA, and international telephone service to inmates.

Any quantities contained in this section represent the initial requirements. Future quantities shall be determined by the County on an as needed basis.

**3.5.4. Telephone Hardware:**

3.5.4.1. Suitable for an Inmate Environment: The contractor is to provide telephones that are suitable for an inmate environment, meaning that telephones are equipped with durable housings and reinforced cords. Each telephone is to be a non-coin, “dumb” type unit that is tamper-resistant. Equipment must not contain any external removable parts.

3.5.4.2. Volume Control: All inmate telephones will have adjustable volume control.

3.5.4.3. TDD/TTY Compatible: Inmate telephones must be compatible with the use of TDD/TTY units that may be required for hearing impaired inmates.

**3.5.5. Additional Minimum Technical Requirements:**

The following items outline the minimum specifications required to be included in proposals.

3.5.5.1. Automated Direct Call Processing: Only automated call processing of collect and pre-paid intra-LATA, inter-LATA, interstate, and prepaid international calls will be allowed. The system shall require a positive acceptance by the called party. Only after positive acceptance will the inmate and the called party be allowed to talk. The system shall create and save a call detail record of all call attempts, whether accepted or rejected and the fate of the call shall be noted in the record.

3.5.5.2. Pre-Pay Calling Service: In addition to traditional collect call service, Clackamas County Jail requires that the vendor provide pre-pay options for called parties. The pre-pay calling option must allow friends and family members (Users) the ability to establish an account directly with the Vendor.

The Vendor should describe available Pre-Pay Calling Options to include at a minimum the proposed approach to the following:

- Prepaid account set up
- Account replenishment options and methods
- Account balance inquiries and notifications

3.5.5.3. Real-Time Called Party Prepaid Account Set Up Method: At the time of an inmate's attempted collect call to a number that cannot receive collect calls (due to billing restrictions, cell phone, etc.), the system shall put the inmate on hold and offer the called party the option to set up a prepaid account using a credit or debit card. This payment method will allow the collect call that would have otherwise been blocked to be connected as soon as the account is set up. If the called party elects not to set up an account, the inmate is to be informed and the call attempt terminated.

3.5.5.4. Electronic Inmate Debit Payment Method: The system shall provide an option for inmates to pay for calls themselves from their personal debit or trust accounts. Describe the system's capability of electronic debit calling that is integrated with the Clackamas County Jail's inmate banking or commissary system (Keefe's) for the inmate trust accounts.

3.5.5.5. International Calling: Vendors shall describe the system's method for the completion of international calls outside of the North America Dialing Plan.

3.5.5.6. Inmate Personal Identification Number (PIN): The inmate telephone system must have an integrated PIN assignment and management function that allows any or all inmate callers to be identified. The system must be capable of requiring the entry of a valid PIN at selected or all inmate telephones for the successful completion of calls. The proposed system must have the capability to record and save the inmate's name during the inmate's first call attempt, to be automatically retrieved by the system for subsequent calls.

3.5.5.7. Biometric PIN Verification: The inmate telephone system shall verify the identity of inmate callers using voice biometrics. The voice biometric functionality must be fully integrated within the telephone platform and operate in real time. Enrollment of each inmate's voice print into the system must be easily accomplished without the need for Clackamas County Jail staff supervision.

3.5.5.8. PIN Control and Suspension: The system must allow an authorized person to add, change, or suspend an inmate's calling privileges by altering settings associated with the inmate's PIN. Such changes shall be implemented immediately; as soon as the change is made and saved. In the case of a suspended PIN, the system must have the capability to automatically reactivate the inmate's calling privileges and assigned restrictions after a user-specified date.

3.5.5.9. Staff Ability to Block Numbers: Staff will have the ability to add comments and block a number from being called by a specific inmate and/or block a number from being called facility wide.

3.5.5.10. Uninterruptible Power Source: An uninterruptible filtered power source must be provided for any hardware maintained at each of the facilities. In the event of a commercial power failure, the uninterruptible power source will provide a minimum backup power of at least fifteen (15) minutes to the system.

3.5.5.11. System Failure Telephone Disconnection: If the system fails, all inmate phones must be automatically disconnected.

3.5.5.12. User-Friendly Voice Prompts: The system shall provide an automated operator with friendly voice prompts that give information and instructions to both the inmate and the called party. The automated voice prompts must be capable of facilitating an inmate's call from off the hook to hang up. Explain the types of prompts available through the automated operator system.

3.5.5.13. English and Spanish System Capability: The system must be capable of responding to English and Spanish speaking inmates. There shall be dialing instructions provided in English and Spanish on each inmate phone set. System prompts, warnings and messages must be available in English and Spanish. The vendor must describe how this will be accomplished with the proposed phone sets. If needed, additional languages must be available at no cost to Clackamas County Jail.

3.5.5.14. Remote Diagnostics, Programming, Polling and System Alarm Reporting: The system shall support remote diagnostics, programming, polling, and system alarm reporting directly to the vendor, with the ability to notify the Clackamas County Jail of any alarm reporting issues.

3.5.5.15. Conversation Length: The system shall support unlimited call time length with time remaining warning message heard by both parties prior to call termination.

3.5.5.16. Programmable Inmate Access: The system shall support a programmable inmate access based on time, date, or day of week. This access shall be programmable by inmate, phone, destination phone number, housing unit, facility, and by the system as a whole. Additional holiday settings shall be available to allow alternate scheduling of phone usage for specific holidays.

3.5.5.17. Programmable On/Off Service: The system shall support a daily programmable on/off service by individual phone, a group of phones, or by destination number and shall have the ability to shut down all or some of the phones.

3.5.5.18. Manual On/Off Switch: A manual on/off switch for each phone shall be located in a secured office or area specified by Clackamas County Jail.

3.5.5.19. Call Detail Records: The inmate telephone system must generate a detailed call record for every inmate call attempt. All call detail records must be collected and stored in real-time at a central, secure location with redundancy.

All call detail records shall be stored on-line, available at the system workstation, for the entire duration of the contract.

3.5.5.20. Call Detail Reports: Call Detail Reports should be available to the Clackamas County Jail on a real time basis via an online or otherwise independently accessible system. The system must be capable of allowing the user to specify limiting parameters for call searches, such as a search for all calls during a specified time period, calls placed by a specific inmate, calls to a specific destination number, etc.

3.5.5.20.1: Each Call Detail Report must provide at a minimum for each record returned the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete calls.

3.5.5.20.2: Each Call Detail Report must provide the option to sort in ascending or descending order by the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete calls.

3.5.5.20.3: Each Call Detail Report must provide a summary of the total cost and total minutes for all calls in the report.

3.5.5.20.4: Within the Call Detail Report, the PIN number must provide the inmates name if listed in the PIN database.

3.5.5.20.5: Within the Call Detail Report, the PIN number must provide a direct link to edit PIN settings for a specific inmate without leaving the current reporting screen.

3.5.5.20.6: Within the Call Detail Report, attempted three-way calls must be flagged for visual identification.

3.5.5.21. Call Detail Reports Results: The call detail results reports shall allow the end user to move column headers, remove columns, sort columns, include or exclude columns in the result set.

3.5.5.22. Unlimited End Users: The system should support unlimited number of end users.

3.5.5.23. User Roles: The system should support an unlimited number of unique roles with varying capabilities to be assigned to unique end users

3.5.5.24. Restricted User Roles: The system shall provide the ability to establish roles for users who are setup to only allow access to specified inmates or dialed numbers.

3.5.5.25. Ad Hoc Reports: The inmate telephone system must provide ad hoc reporting capabilities that allow authorized staff to build custom reports using advanced tools for selecting, sorting, and combining call data that may reveal trends and correlations that might otherwise not be apparent in standard call detail reports.

3.5.5.26. Ad Hoc Reporting: The Ad Hoc reporting capability must allow for an end user to search “many to many” complex queries such as all staff numbers, all known visitors, all known vendors or all inmates who meet a criteria.

3.5.5.27. Security Threat Groups: The system’s reporting capability must have a built-in security threat correlating function. It must allow the definition and selection as search criteria one or more special lists of inmates (e.g. all inmates belonging to a particular gang) and one or more special lists of telephone numbers (e.g. facility employee numbers), such that all calls by inmates in a given list are automatically correlated with the specified list of numbers.

3.5.5.28. Other Administrative and Investigative Reports: In addition to call detail reports, the inmate telephone system must provide a variety of other administrative and investigative reports. When appropriate, the user must be able to limit the search to call records that meet specified criteria. Describe the report capabilities of the proposed system and discuss the system’s ability to provide the special types of reports listed below.

For specified time periods, the desired reports should include, but not be limited to:

- Call frequency reports by origination number, destination number, PIN, and trunk line ID.

- Report of all numbers called by more than one inmate.
- PIN report showing when and by whom the accounts were created and/or modified.
- Hot PIN report that identifies PINs of special interest and their assigned Alert Groups.
- Hot number report that shows all calls/attempts to numbers of special interest.
- Call recording playback history report (showing when and who listened to a recording).
- Debit account information and transaction reports (if applicable).
- System activity and user log reports that include among others, a report of users who have downloaded and copied calls to CD or other portable medium.
- Call statistic report providing a numerical count of total completed (accepted) calls and total incomplete calls with separate counts for calls that did not complete because they were blocked, refused, not answered, or not completed due to a busy signal.

3.5.5.29. Call Traffic Analysis Graphs: The system shall have the capability to display in graphical format call statistics for the current day, month, or other designated time periods. The purpose of graphs is to provide the Clackamas County Jail a quick way to verify that calls are being made and to determine the overall call traffic patterns and revenue. For example, for the day (or month or other designated time period) the Clackamas County Jail would like to see at a glance the fraction of attempted calls that are completed; and the fraction of call revenue that is generated by collect calls compared to inmate debit or call party prepaid. Graphs must be automatically or otherwise easily generated and displayed.

3.5.5.30. Call Security and Call Blocking: The system shall provide complete call security and call blocking. It shall also have a programmable reestablishment mode for restrictions placed on the inmate's use of the phone system. All call security and blocking settings must take place in real-time with no delay in system changes.

3.5.5.31. Restricted Incoming Calls: The system shall restrict incoming calls, allowing outgoing calls only.

3.5.5.32. Call Restriction Capabilities: The system shall have the capability to restrict area code, exchange, single number or range of numbers. The system shall disallow 800/900/information/operator call options. Prefixes such as 900, 950, 800, 888, 700, 976, 411, and 911 shall be automatically blocked. Calls to the operator through 0, 00, 10xxx, 950xxx, etc. shall be disallowed.

3.5.5.33. Name Recording Capability: The proposed Inmate Telephone System must have the capability to record the inmate's name either at the time they place their first (1st) call attempt. The inmate's recorded name must be stored by the Inmate Telephone System and utilized on all future call attempts in the announcement to the called party. The system must allow for the maintenance of such recorded names.

3.5.5.34. Disallowance of Chain Dialing and Secondary Dial Tones: The system shall disallow chain dialing and secondary dial tones. The inmate must hang up before dialing a new number.

3.5.5.35. Real Time Identification of Inmate to Inmate Conferencing: The system should identify in real time calls that are suspected of multiple inmates conferenced by the called party. This

capability should apply to all sites for the Clackamas County Jail as well as other sites associated with Clackamas County Jail

3.5.5.36. Inmate-to-Inmate Conferencing: The system should allow the ability to filter and retrieve calls that are suspected of inmate to inmate communication by being conferenced by the called party. Inmate-to-Inmate conferencing shall be displayed in real time as the event occurs in the live monitoring section of the inmate telephone platform

3.5.5.37. 100% Call Recording Feature: The system shall have 100% digital call recording as a feature; however, calls to attorneys will not be recorded. This feature will allow real time recording of individual calls, online storage of each recording for the life of the contract, and shall have the ability to off-load a specific call to a recording medium that retains a chain of evidence admissible in a court of law.

3.5.5.38. TDD/TTY Services: The system must be capable of providing telephone service, as well as call restrictions, for hearing impaired inmates using a TDD/TTY device. The system must provide functionality that allows facility personnel to monitor and record-for-replay calls transmitted through a TDD/TTY device. The system must also have the capability to record the TTY call and convert it to text so that it can be stored and reviewed via the inmate telephone system user interface. Explain how the proposed system meets these requirements. The TDD/TTY must be serviced at a minimum once monthly to ensure system functionality.

3.5.5.39. Alternatives to TDD/TTY (Video Relay Services): Vendor must provide VRS solution for hearing impaired inmates or called parties. Explain how the proposed system will accommodate Video Relay Services.

3.5.5.40. Attorney Numbers: Inmate calls to approved legal/attorney numbers shall be exempt from monitoring and recording and will be offered at no charge. Describe in detail how the system will protect pre-approved attorney numbers from monitoring and recording. 3.5.5.41. Free Calls: The System shall have the capability to provide fee calls to preapproved local numbers.

3.5.5.42. Warning Statement: The system must provide a "warning statement" in both English and Spanish on each phone set that states "This call is subject to monitoring and/or recording". This statement must also be given as a message on the initiation of the phone call for both parties information. Such message and capability must be disabled on calls between inmates and their attorneys of record.

3.5.5.43. Capability to Interject Messages: If deemed necessary by Clackamas County Jail, the system shall have the capability to interject messages into an inmate's call at random intervals that remind the called party that the call is from an inmate at the correctional facility.

3.5.5.44. Administrative Functions Password Protection: It is required that access to administrative functions and data be password protected within the system. Each proposal must detail the level of password protection that is provided with each proposed system.

3.5.5.45. Three-Way Calling Detection: The system must be able to detect, alert and mark (flag) three-way calling. Such detection of each three-way call attempt shall have the ability to mark (or flag) in the call detail record such call attempt as a fraudulent call attempt. The system shall monitor each line for events that appear to be a three-way call attempt from the called party.

3.5.5.46. Audit Log Reporting: The system must have the ability to report user activity within the system. Such report shall list the user logged into the system at the time, the date, and activity.

The system must allow authorized Clackamas County Jail staff options to generate audit reports for all users and for individual users and for all activities and specified activities. Describe the system's user auditing capabilities.

3.5.5.47. Remote System Access: The system must allow properly authorized Clackamas County Jail administrators and investigators to remotely access the inmate telephone system's user interface and centrally stored data (including recordings) using personal desktop or laptop computers that have not been provided by the vendor. Explain how remote access is accomplished.

3.5.5.48. Inmate Crime Tip Line: The system must provide a no-charge, speed-dial number that connects to a recorded message system that can be used by inmates to anonymously report criminal activity within the facility or to provide information related to criminal investigations.

3.5.5.49. Inmate PREA (Prison Rape Elimination Act) Line: The system must provide a no-charge, speed-dial number that connects to a recorded message system that can be used by inmates to anonymously report PREA complaints that will be investigated by the facility.

3.5.5.50. Inmate Suicide Prevention Line: The system must provide a no-charge, speed-dial number that connects to a recorded message system that can be used by inmates to anonymously report PREA complaints, suicidal thoughts, ideations or report others displaying suicidal behavior that will be investigated by the facility.

3.5.5.51. Recording Playback Features: The system must provide two options for recording replay: 1) Begin the replay immediately while the audio file is streaming, and 2) Allow the recording to be fully downloaded to the computer's hard drive before the investigator begins the replay. With these replay options, ability to separate the audio for the inmate and called party; allow slowing-down the playback to better understand unclear passages; pause and fast forward as needed; remove silence from the recording; mark significant points within a recording; add text notes that will remain with the recording when it is copied to a CD or other portable medium, and provide the ability to replay a selected segment of a call, once or many times, without having to replay the entire recording

3.5.5.52. Simultaneous Call Retrieval for Investigations: Multiple authorized operators must be able to simultaneously access the centralized recording database to retrieve calls for investigations without having to change or exchange recording media.

The system shall provide for an unlimited number of operators to search and download recorded calls across the WAN for all facilities without the degradation of any and all facilities within the provided WAN.

3.5.5.53. Inmate Management System Interfaces: Describe vendor's capability to provide software interfaces to other facility programs that would, for example, allow monies in an inmate's commissary account (Keefe's is current commissary vendor) to be used for pre-paid inmate (debit) calls. Describe how such interfaces would work.

3.5.5.54. Hot Alerts: Describe the system's capability to provide hot alerts, which will alert investigators when a specific telephone number is dialed, when a specific inmate places a phone call or a specific phone station is used. System must provide capability for alerts to be emailed to investigators, and for the call to be forwarded to an investigator's telephone and/or cell phone for real-time monitoring of the call in progress. Such real-time monitoring must be undetectable by the inmate and the called party and must not interfere with call recording.

3.5.5.55. Email or Download Call Recordings: The system shall provide the capability for investigators to email call recordings directly from the system's user interface, and to download call recordings directly from the system to a local drive, a "flash drive," a cd or other removable storage device.

3.5.5.56. Email Link to Call Recordings Listen Only: The system shall allow the capability to email a link for an external user to be allowed to listen to requested calls. The link shall require a password or other form of confirmation that the user accessing the recordings is the authorized user.

3.5.5.57. Email Link to Call Recordings with Burn Capability: The system shall allow capability to email a link for an external user to be allowed to listen to requested calls as well as download and burn to a CD or DVD or other external media. The link shall require a password or other form of confirmation that the user accessing the recordings is the authorized user.

3.5.5.58. Real-Time Call Monitoring: The system must allow authorized users to monitor ongoing inmate phone calls in real-time from a remote PC. Real-time call monitoring must not interfere with call recording and must be undetectable by the inmate and the called party. Explain in detail how your system will provide these features.

3.5.5.59. Reverse Lookup: The system must provide, at no cost to the Clackamas County Jail, a mechanism for looking up the name and address of a called-to telephone number for a call in progress, a call attempt, or a completed call. Name and address information must be reported in text and displayed on a map.

3.5.5.60. Inmate Voicemail: The system must allow family and friends to leave voicemails for inmates and allow inmates the ability to check these messages.

### **3.5.6. OMS Integration Requirements:**

The system shall be capable of integrating with the Clackamas County Jail Commissary provider. (Keefe Commissary Network)

3.5.6.1. Bidders must be able to allow inmates to check their commissary/trust fund balance via their proposed system solution.

3.5.6.2. Bidders must allow for inmates to pay for their debit call by directly charging the inmate's commissary/trust fund in real-time. Transfers of inmate money to separate debit accounts, the selling of calling cards, the selling of commissary time, the replacement of the current trust fund system is not permissible.

3.5.6.3. Bidders must provide solution to allow inmates to easily transfer their funds back and forth between their commissary and phone accounts. Upon release all funds need to be returned to the inmate regardless of which account they are in.

### **3.5.7. Mandatory System Requirements:**

3.5.7.1. Centralized Processing and Data Storage: The system must provide secure, centralized storage of both call records and recordings. Records and recordings are to be stored in a RAID (Redundant Array of Independent Devices) environment to provide maximum protection of each call recording and must be stored for the life of the contract.



3.5.7.2. Call Quality: Vendor must provide industry standard call quality for all calls. Dropped call rate should be minimal and follow industry standards.

3.5.7.3. System Reliability: System uptime is essential. Vendor must guarantee all provided systems remain up and operational 98% of the time (maintain 98% uptime). Please provide outages that lasted longer than 8 hours in a single day over the past two years. Any down-time longer than 8 hours will be cause for disqualification.

3.5.7.4. System Security: The system must have no security breaches within the past 5 years. Security breaches will be cause for disqualification.

Vendors must supply any and all security breaches that they, any of their partners, their subsidiaries or parent companies have had within the past 5 years as well as nature of the breach.

### **3.6. SCOPE OF WORK – DATA ANALYSIS SYSTEM**

The purpose of the data analysis system will be to aid Clackamas County Jail investigators in analyzing data from multiple sources (e.g. phone calls, visitations, deposits) to create actionable intelligence. Vendor shall provide initial and ongoing training to Clackamas County Jail staff in how to use the system to aid investigations.

Vendor must provide an integrated package that displays all data to include vendor data, and 3rd party, as well as facility and other source data in a single tool.

#### **3.6.1. The Data Analysis System Specifications:**

3.6.1.1. Allows analysts to document and create notes on the analyses.

3.6.1.2. Allows for user to share table and link diagram results with another user in a format that allows the user to work with the diagram without rebuilding or duplicating efforts.

3.6.1.3. No limit to the size of any data source regardless of data source type.

3.6.1.4. No limit to the number of data sources or types that may be incorporated, and supports the importing and link analysis of call detail records, offender demographic data, visitation data, offender banking data, and security threat group information.

3.6.1.5. Web based, accessible through a web browser.

3.6.1.6. Provides open APIs (Rest API) for custom interfaces

3.6.1.7. Supports integration of custom-defined data manipulation functions

3.6.1.8. Capable of plotting addresses and locations on an interactive map to include visitor addresses, offender's assigned locations based on housing unit, incident location based on location, etc.

3.6.1.9. Supports searches based on location using geo-coded data (point, region, route)

3.6.1.10. Includes ability to convert address information into geo-coded values

3.6.1.11. Supports searching multiple data sources at the same time.

- 3.6.1.12. Allows users to manually create objects/entities and associations among those objects/entities.
- 3.6.1.13. Provides the ability for users to import data sources stored in a variety of file formats, and must provide a utility for the user to format the structured data columns.
- 3.6.1.14. Reflects the source from which a particular object or entity is derived.
- 3.6.1.15. Supports any entity type configuration or value
- 3.6.1.16. Provides search results in both table and diagram formats, and both formats must be easily exported.
- 3.6.1.17. Provides a variety of predefined link analysis layouts such as starburst, vertical and horizontal hierarchy, etc., of offenders linking to other objects/entities.
- 3.6.1.18. Supports the display of date related data on a graphical timeline.
- 3.6.1.19. Allows for link diagram custom images to be applied both automatically and via user intervention, and must support common formats to include PNG, GIF, SVG, and JPG.
- 3.6.1.20. Supports background images
- 3.6.1.21. Allows users to schedule queries to be run automatically at the users' discretion (i.e., daily, weekly, monthly, etc.)
- 3.6.1.22. Supports monitoring and notification of data changes (Alerts)
- 3.6.1.23. Identifies real-time changes to link diagrams
- 3.6.1.24. Provides notification of changes to link diagrams
- 3.6.1.25. Performs automatic merging of objects/entities based on key values attributes as new data sources are added by agency or individual user.
- 3.6.1.26. Includes logging feature to capture the activity of individual users within the solution to include searches conducted.
- 3.6.1.27. Provides access control list functionality that manages individual user's ability to search against individual data sources.
- 3.6.1.28. Allows for the incorporation of unstructured data, and allow for entity extraction from the data element.
- 3.6.1.29. Allows users to add text, lines, and other objects to a link diagram to enhance and/or draw attention to certain aspects of the diagram.
- 3.6.1.30. Allows users to build custom search queries and save for future use, to include the ability to set dynamically set date ranges (i.e. report can be set to run for the last week, and based on the date the report is run, automatically sets date range to be for the last 7 days.
- 3.6.1.31. Allows users to filter search results "on the fly", regardless of data source or type, without the need to conduct a new query.

### **3.7. TECHNICAL SPECIFICATIONS – VIDEO VISITATION SYSTEM**

#### **3.7.1. Scope of Work – Video Visitation System:**

Proposers shall install a video visitation system that allows inmates to access terminals inside the inmate living areas for video and audio visitation with a visitor (either locally or remotely over Internet connections). The purpose is also to install a visitation management system that will automate the scheduling, check-in, and tracking of visitations. The system furnished shall be of advanced technology with state-of-the-art equipment provided. Due to limited wall space, Clackamas County Jail will give preference to a solution which incorporates video visitation and tablets into one device.

Proposed video visitation systems shall meet the following minimum requirements:

- \* Be able to support at least 25 simultaneous visits.
- \* Operate in multiple spaces at once.
- \* Be secure and appropriate for use in a secure setting that includes recording, investigation, and other functions standard in such settings
- \* Be of the highest quality prevalent in the industry.

Vendor must own the product solutions as an integrated package. Vendor must confirm product solution are part of an integrated solution owned by vendor.

### **3.8. SCOPE OF WORK – WIRELESS TABLETS SYSTEM**

This Section of the RFP provides a scope of work for Proposals to install a secure wireless system that allows inmates to use a secure tablet device, analogous to commercial tablets with security and survivability features specialized for corrections environments to access a secure, private Wi-Fi network within facilities, and to make use of applications including:

- \* Phone calling
- \* Educational and self-improvement programs
- \* Inmate email and messaging
- \* Facility Information distribution
- \* Inmate recreation (music, games, e-books)
- \* Commissary ordering online
- \* Law library access
- \* Religious texts
- \* Option for inmate visitation
- \* Electronic submission and tracking of requests and grievances

Vendor must own the product solutions as an integrated package. Third party interfaces are not acceptable and will be cause for disqualification. Vendor must confirm product solution are part of an integrated solution owned by vendor. Vendor must provide minimum of a 6:1 ratio of tablets to inmates.

### **3.8.1. Wireless Tables System Specifications:**

- 3.8.1.1. Tablets must not be provided through a subscription, leasing, or ownership based model.
- 3.8.1.2. Vendor must have its own proprietary operating system (OS) on tablets specifically developed for the corrections environment.
- 3.8.1.3. Vendor must have its own custom-designed and built tablets for the corrections environment. Commercial tablets are not acceptable. Vendors only able to offer commercial tablets will be disqualified.
- 3.8.1.4. Must offer inmate telephone calling through dedicated application.
- 3.8.1.5. Must be implemented in a minimum of 6 customer facilities for at least 36 months.
- 3.8.1.6. Over-the-air update to upgrade OS (similar to how commercial Windows or smart phone providers requests to upgrade for security issues).
- 3.8.1.7. System must be deployed as a secure wireless network which functions through a VPN.
- 3.8.1.8. Tablet must be a corrections-grade device, with a translucent backing.

### **3.8.2. Tablet hardware and accessory capabilities must include the following:**

- 3.8.2.1. Tablet must be constructed within a singular hard-body case.
- 3.8.2.2. Flame resistant
- 3.8.2.3. Drop Resistant
- 3.8.2.4. 7" screen size
- 3.8.2.5. Non-Removable Lithium Battery (specify hours it will run with a charge)
- 3.8.2.6. Non-Mobile Tablet Charging systems (i.e. secured wall units)
- 3.8.2.7. 3.5mm Headphone Jack

### **3.8.3. Wireless Tables Security Requirements:**

Tablet hardware security capabilities must include the following:

- 3.8.3.1. Corrections Grade Exoskeleton with a clear window to tablet components (so facility staff can visually inspect devices for physical intrusion and/or hardware modification)
- 3.8.3.2. Security Screws with unique unlock tool
- 3.8.3.3. Disabled Camera Functions – Camera may only be used for Facial Detection Security Photo upon Log-In and Video Visitation
- 3.8.3.4. Flame resistant
- 3.8.3.5. Drop Resistant
- 3.8.3.6. Shatter Resistant
- 3.8.3.7. Splash Resistant
- 3.8.3.8. Non-removable battery

### **3.8.4. Table operating system security must include the following:**

- 3.8.4.1. Locked bootloader (Default Android ROM must not be included on the device)
- 3.8.4.2. Custom OS that removes risky OS features such as safe boot, factory reset, command line access, bluetooth, wireless tethering, etc.
- 3.8.4.3. OS should be capable of remote management that is inaccessible to offenders
- 3.8.4.4. Should have custom software for communicating with tablets from a connected computer and tablet should be devoid of any standard communication tools (ex. for android OS a common tool would be adb)
- 3.8.4.5. All installed applications should be evaluated and approved by certified security experts in the field
- 3.8.4.6. Wireless security provides the ability to remotely monitor the airspace of the prison and all wirelessly connected devices for security breaches. Capabilities must include the following:
  - 3.8.4.6.1. The ability to detect and quarantine an offender tablet that has attempted to connect to an unauthorized wireless network
  - 3.8.4.6.2. Vendor should monitor wireless activity and provide tools for prison security staff to monitor all wireless activity
  - 3.8.4.6.3. System should be able to remotely measure signal strength and noise floor of all tablets
  - 3.8.4.6.4. Security photo should be taken upon login to prevent fraud
  - 3.8.4.6.5. Monitor tablet inventory
  - 3.8.4.6.6. System must have wireless airspace usage tracking and reporting

### **3.8.5. Network Security:**

- 3.8.5.1. Vendor must put in their own network with secure, web-based control for facility staff.
- 3.8.5.2. Vendor network appliance must have access control lists that are capable of a 1) deny all approach or 2) whitelist
- 3.8.5.3. Tablets must not have the capability of being accessed simultaneously using the same account
- 3.8.5.4. Tablets must not be able to connect to cellular networks.
- 3.8.5.5. Tablet network connections must only allow connections to certain sites.
- 3.8.5.6. Vendor network appliance must have stateless inspection with 1) attack checking 2) automatically discard traffic initiated from the internet
- 3.8.5.7. Vendor network appliance must deploy only with vendor's circuit so that only vendor engineers have access to firewall
- 3.8.5.8. Vendor must use external third-party penetration testing

3.8.5.9. Tablets must be connected to specific access points within housing units and must send an alert should they attempt to connect to an access point in another housing unit.

3.8.5.10. Network must prevent unauthorized devices from access

**3.8.6. Application Security – The vendor must provide a mobile device management tool capable of the following:**

3.8.6.1. Must be custom solution to meet the needs of corrections

3.8.6.2. Built into the Operating System layer to prevent removal

3.8.6.3. Critical tablet settings must be controlled remotely

3.8.6.4. Ability to disable any tablet setting

3.8.6.5. Able to shut down any tablet or group of tablets remotely

3.8.6.6. Updated applications can be installed remotely

3.8.6.7. Tablet applications can be removed remotely

3.8.6.8. Tablets must allow for the ability to disable tablet access for a specific inmate, groups of inmates, or housing units for a specified amount of time.

3.8.6.9. Tablets must allow supervisory staff to lockout specific inmates from the entertainment portions of the tablet while still allowing use of the free profile applications.

**3.8.7. Table Content:**

3.8.7.1. Tablets must include a proven educational solution. Vendor must describe their experience with inmate education and their proposed options for an educational solution.

3.8.7.2. Vendor must offer a no-charge digital grievance and request solution. This solution must include the following features:

3.8.7.2.1. Submitted forms cannot be deleted or altered.

3.8.7.2.2. Forms must be assigned unique tracking numbers

3.8.7.2.3. All submitted requests and grievances should be able to be viewed from single screen.

3.8.7.2.4. Submitted forms should be capable of being contextually searched, sorted, and easily filtered by category, form or status.

3.8.7.2.5. Solution should allow staff to forward all activity for any request or grievance to any person, such as attorneys or specialized medical staff, via email.

3.8.7.2.6. Complete control of the routing of filed requests to the appropriate responders.

3.8.7.2.7. Complete auditing system to allow administrators to view all request/grievance activity, including when inmates read responses, as well the views and responses of staff members.

3.8.7.2.8. No charge for inmate requests and grievances.

3.8.7.3. All inmate recreational tablet content must be streamed and may include:

- 3.8.7.3.1. Ebooks
- 3.8.7.3.2. Audiobooks
- 3.8.7.3.3. Movies
- 3.8.7.3.4. Videos
- 3.8.7.3.5. Music
- 3.8.7.3.6. Games
- 3.8.7.3.7. Vendor must be able to provide custom content on Tablets such as Jail handbooks, orientation videos, and other county customized content.
- 3.8.7.3.8. Vendor should allow inmates to access specifically allowed and whitelisted websites through a secure and controlled connection. Only websites which the county approves may be accessed by inmates.
- 3.8.7.3.9. Tablet must include access to religious content through religious texts and through controlled-access to religious sites.
- 3.8.7.3.10. Tablet must have the ability to interface with law library solutions. (Lexis Nexis is the Clackamas County Jail's current provider)
- 3.8.7.3.11. Additionally end user software must provide ability for Clackamas County to create on demand report showing individual inmate's usage for the Lexis Nexis or other law library applications. Specifically the report must allow query for a particular inmate and provide a list of dates and durations that the Lexis Nexis or other app was utilized by that inmate as a way of documenting law library access.
- 3.8.7.3.12. Tablets must include an Inmate Secure Messaging program
- 3.8.7.3.13. Tablets must include access to free local news material
- 3.8.7.3.14. Tablets must be capable of broadcasting announcements to all inmates
- 3.8.7.3.15. Tablets must allow users to enter PREA complaints as well as report Crime Tip information.
- 3.8.7.3.16. PREA and Crime Tip information must allow for confidentiality and not remain on the inmate's tablet view as to be viewable by other inmates. The end user software must preserve requests indefinitely but the inmate view should not keep those requests documented or visible.
- 3.8.7.3.17. Tablets must be interfaced with the Jail Commissary provider (Keefe)
- 3.8.7.3.18. Tablets should be able to limit day and time an order can be placed
- 3.8.7.3.19. Tablets should be able to limit items or item categories by inmate or other filters such as housing areas.

### **3.8.8. Support and Maintenance:**

- 3.8.8.1. Vendor must provide facility with 24x7x365 phone support
- 3.8.8.2. Vendor must provide phone and email support

3.8.8.3. Vendor must provide on-site hardware support for the tablets. Vendor will need to be on-site within 4 hour time period for system failures.

3.8.8.4. Vendor must guarantee all provided systems remain up and operational 98% of the time (maintain 98% uptime).

### **3.9. PAYMENT SERVICES**

Clackamas County Jail is seeking a qualified vendor to develop a comprehensive Automated Payment Services System. The Payment Services System will utilize Kiosks, an IVR automated phone payment service, and/or an internet application. This Proposal includes Inmate Deposit Services. The system will require the vendor to provide limited Fiduciary Services for the Payment Services System. The goal is to eliminate manual payment processing and cash handling by the staff of Clackamas County Jail to increase efficiency and reduce costs to Clackamas County Jail. This automated payment system will also increase convenience for payers and improve transaction volumes.

Clackamas County Jail is seeking the optimal money transaction system with emphasis on 1) ease-of-use, and 2) low service charge to the inmate/family/friends/payers for depositing funds into inmate Trust Accounts or other types of government fees, fines, or charges. Transaction services must be available in designated areas as well as being offered by phone or through the internet.

#### **3.9.1. General Requirements:**

3.9.1.1. Equipment, installation, integration, maintenance, training, promotional materials, cash pick-up services, monitoring, investigative and transactional reporting, and live, US-based client and customer support teams must be provided FREE-OF-CHARGE to Clackamas County Jail.

3.9.1.2. No staff of Clackamas County Jail will be responsible for any aspect of the payment services functions listed above.

3.9.1.3. Friends and family members must be able to deposit funds using cash, credit or debit cards into inmate Trust Accounts using a premise-based kiosk, an IVR automated phone payment system, or an online payment system.

3.9.1.4. Payment services must be capable of processing transactions for Commissary, Bail, Inmate Phone Deposits, or other fines or fees as needed and agreed upon.

3.9.1.5. Automated payment system must be compatible with current Commissary Provider (Keefe) or any other provider and jail management and accounting systems.

3.9.1.6. The payment system must have robust fraud detection capabilities including the ability to detect counterfeit currency and fraudulent credit and debit card transactions.

3.9.1.7. All accepted transactions must be guaranteed to Clackamas County Jail with real-time validation, payments, and reporting.

3.9.1.8. Vendor must hold a valid Licensed Money Transmitter in the State of Oregon and certify PCI compliance.

3.9.1.9. On-Site Equipment: Proposals shall include provisions for the equipment listed below, and/or any other equipment alternatives that may meet the needs of Clackamas



County Jail. Bi-lingual options are required. Electrical needs and data connection requirements must be included for all equipment. Each terminal and kiosk must include an Uninterruptable Power Supply (UPS) that provides a minimum of 20 minutes back-up power to the equipment it is servicing. Equipment descriptions should be complete and include all available features.

3.9.1.10. Automated Payment Kiosks. The hardened kiosks, both hardware and software, must be suitable for detention lobby environments and manufactured to withstand attempts of theft, vandalism and other forms of abuse.

**3.9.2. The kiosk must:**

3.9.2.3. Be operational 24 hours per day 365 days per year except during pre-established periods of down-time which should not exceed 8 hour time periods.

3.9.2.4. Be able to accept cash and credit/debit card payments.

3.9.2.5. Be able to accept cash payments even in the event that the payment processing network is down and limits the ability to process credit and debit card transactions.

3.9.2.6. Be equipped with an updatable currency acceptor to safeguard against counterfeit funds. In the event a kiosk accepts counterfeit funds, vendor must guarantee those funds to Clackamas County Jail.

3.9.2.7. Be off of the internal WAN, and utilizing a dialup or DSL connection (vendor supplied) to the vendor.

3.9.2.8. Be remotely monitored for service disruptions and cash inflow levels. Cash must be retrieved before cash capacity issues disrupt service.

3.9.2.9. Be secure from consumer fraud. In the event of consumer fraud, vendor must guarantee those funds to Clackamas County Jail.

3.9.2.10. Be compliant with the Americans with Disability Act.

3.9.2.11. Be monitored by vendor with picture capture in a method acceptable to Clackamas County Jail. The vendor shall provide on demand reproductions of any transactional periods as requested, delivered within 24 hours of request for the duration of the contract.

3.9.2.12. Include a user-interface touchscreen and a display monitor for providing users with relevant payment information and other messages.

3.9.2.13. All payment transactions must transfer in near real time to the selected inmate accounts via the current vendor's commissary system (Keefe).

3.9.2.14. At a minimum, Automated Payment Kiosks will be installed in the following locations: Clackamas County Jail Lobby

3.9.2.15. Off-Site Payment Programs: Proposals should include provisions for the following programs or suitable alternative solutions. These programs must be capable of accepting credit/debit card payments to several accounts with Clackamas County Jail through the Automated Payment Services System. Bi-lingual options are required.

3.9.2.16. Online Web-based Payment Program. The website must process credit/debit card payments and transfer all transactions in real time to designated accounts. The website should have the same Clackamas County Jail banner as Clackamas County Jail's Office internet website (URL).

3.9.2.17. Telephone/Interactive Voice Recognition Payment (IVR) Program. The program must process credit/debit card payments and transfer all transactions in real time to selected designated accounts. The program must have options for making payments to other accounts within designated departments such as fees or fines.

### **3.9.3. Maintenance and Support:**

3.9.3.1. Onsite Equipment Ownership and Service: The vendor will retain ownership of all hardware and software supplied during the term of the agreement. Proposals should include service schedules and all other relative details. All equipment must be serviced as often as necessary to ensure availability at all times. Minor adjustments in the service schedules are allowed as long as the revised schedule maintains an acceptable level of service. The contractor must make maintenance service available for out-of-order equipment 24 hours per day 365 days per year.

3.9.3.2. The vendor will provide a four-hour maximum response to out-of-order calls, 365 days per year. If a piece of equipment cannot be repaired, it must be replaced within 24 hours.

3.9.3.3. In the event a kiosk is vandalized to the extent that surface repairs are not feasible, the kiosk should either be repaired with new surface parts or replaced. Damaged and/or unsightly equipment must be repaired or replaced within a pre-established time schedule. Clackamas County Jail will not assume any liability for damage caused to the kiosks through acts of vandalism, theft, accidents or any other causes.

3.9.3.4. Cash must be removed by the vendor on a regular basis to prevent system failure.

3.9.3.5. The vendor must notify Clackamas County Jail when they notice a software failure. This notification shall be made within two hours and provide Clackamas County Jail with the estimated repair time.

### **3.9.4.. Reporting:**

Reporting capabilities must enable Clackamas County Jail easy access to integrated, on-demand reporting for payments made in real time. Reports should allow customizable fields detailing the activity of each kiosk transaction, IVR payment, online payment, or Counter-top transaction including payer name/account information, payment details (time/location/etc.), transaction volume, dollar volume and fees generated. Reports must reflect transaction details from all the payment portals together and each one separately. They must include data filters that can be sorted to provide the information that is required. All required reporting requirements as outlined in Oregon Senate Bill 498 must be met. Specifically, vendor must submit monthly report containing following information for the previous month:

- a) All revenue earned
- b) Any fees charged
- c) Any moneys paid to Clackamas County Jail
- d) The number of completed calls

- e) The number of dropped calls
- f) The number of complaints concerning call quality

3.9.4.1. Standard reports must also include: Transaction Reports, Banking Reports, and a Monthly Summary and all reports must allow filtering by limiting data parameters. These reports must allow for breaking out the payment method as well as the payment portal (web, IVR, kiosk, Counter-top Terminal), location, payment type, payment method (cash, credit, debit,), as well as period of time (daily, weekly, monthly, etc.).

3.9.4.2. The vendor shall provide reporting capabilities that allow Clackamas County Jail's personnel to audit the system on a daily basis. These reporting capabilities shall meet accounting standards and be acceptable to Clackamas County Jail Financial Services Section Administrative Services Officer.

### **3.9.5. Promotional Materials:**

Vendor must provide and assist with the dissemination of instructional and promotional materials, which include information on usage and availability of vendor's kiosk, online payment portal and interactive voice response system to Clackamas County Jail payers. Such materials may include pamphlets, materials for Clackamas County Jail's website, kiosk signage, and other appropriate materials mutually agreed upon by vendor and Clackamas County Jail.

### **3.9.6. Customer Service:**

Vendor shall be able to provide bilingual customer service in English and Spanish to cover end-user inquiries regarding the acceptance of payment through the Contractor's kiosk, online payment portal and interactive voice response system. At a minimum, customer service telephone communications shall be available to end users between 8:00am to 5:00pm (EST). Customer service shall be available with on-line assistance during all hours of operations.

### **3.9.7. Fiduciary Responsibilities:**

The vendor will process all monies. The vendor accepts full responsibility for all monies received. The vendor is responsible for the kiosks accepting counterfeit money. The vendor is responsible for all fraudulent credit/debit card transactions.

3.9.7.1. The vendor will transfer funds from their banking account to the appropriate Clackamas County Jail banking accounts on a daily basis.

### **3.9.8 Inmate Trust Account Services:**

If the vendor finds a fraudulent transaction and the inmate is still in custody with a sufficient balance, monies may be recovered from that inmate by withdrawing the appropriate monies from his or her account. However, if the inmate is out of custody or in custody with an insufficient balance, the vendor will be unable to recoup its losses through the Clackamas County Jail. All transactions accepted by the vendor's automated payment systems must be guaranteed to Clackamas County Jail.

3.9.8.1. All software systems must be fully compatible with the current vendor's operational systems to allow consistent transactional processing and reporting involving deposits and withdrawals in real time across all platforms.

3.9.8.2. All transactions must be encrypted using current industry standard encryption protocols and best practices for security.

3.9.8.3. The vendor must demonstrate that their systems have been in use for at least two years, in multiple locations, providing multiple types of transactions.

3.9.8.4. The vendor must demonstrate the effectiveness of integrated security features across all platforms in order to maintain utmost privacy, protection from data intrusion and fraud prevention for all parties, including Clackamas County Jail, the vendor, and end users.

3.9.8.5. The vendor must provide proof of achieving PCI compliance standards and hold a current money transmitter's license in the state of Oregon.

3.9.8.6. In addition to other security protocols, the vendor must provide picture capability to assist with the apprehension of those involved in fraudulent activity.

3.9.8.7. All transactions accepted by the vendor's automated payment systems must be guaranteed to the Clackamas County Jail.

### **3.10. VALUE ADDED SERVICES**

Additional Value Added Services, features, or functions not otherwise specified in this Scope of Work and that vendor's wish to propose will be evaluated. Services shall add additional value to what is stated in this RFP and/or in accordance with helping Clackamas County Jail better carry out its operations and services.

### **3.11. MAINTENANCE AND SUPPORT COMMITMENT**

The awarded contractor shall maintain sole and absolute responsibility for the maintenance and service of the proposed systems at no cost to Clackamas County Jail.

#### **3.11.1. System Maintenance and Support Plan:**

Vendor shall describe in detail how the systems are maintained and supported to ensure, for the duration of the contract term, reliable service for inmates and consistent access to system controls and reporting capabilities by the Clackamas County Jail. Vendor must guarantee all provided systems remain up and operational 98% of the time (maintain 98% uptime). The vendor's service and support plan must address at a minimum the following topics:

3.11.1.1 Local Maintenance and Repair Service: The contractor shall provide local service personnel to maintain and/or replace broken or malfunctioning telephones, video stations, tablets, or system equipment. Vendor shall respond to outages within a 4 hour time window.

3.11.1.2. Remote Access for System Monitoring and Software Maintenance: The vendor's technical experts must be able to remotely monitor system performance and, if necessary, remotely reconfigure or repair the system's software control program. Include the company's policy for updating the user interface software as new versions are released.

3.11.1.3. Trouble Help Desk: Contractor shall provide facility staff a toll-free Help Desk number that can be reached 24 hours a day, 365 days a year to report system problems, ask for help with system functionality or submit requests for additional equipment or services. The Help Desk should be contractor-run and staffed with the contractor's trained personnel.

3.11.1.4. Trouble Ticket Tracking and Escalation: Contractor must have and describe in the proposal a well-defined process for logging, tracking, and resolving issues related to the proposed systems and services. Define the proposed emergency-priority levels and proposed response and resolution times for each level. Provide the escalation plan for dealing with issues that are not

resolved within the agreed upon time frame. Upon contract award, the contractor is to provide Clackamas County Jail with specific names, titles, and personal-contact information for all individuals involved in ticket escalation.

### **3.11.2. Additional Training as Needed:**

In addition to initial training required at the time of system installation, if deemed necessary by the Clackamas County Jail, the contractor must offer and provide additional training to existing or new Clackamas County Jail employees. Describe follow-up training options such as on-site and webinar-type training if available.

### **3.11.3. Public Customer Support Plan:**

Contractor shall provide a contractor-run and staffed billing customer support help desk for public users of the proposed systems such as called parties and public video visitors. Describe in detail the availability of the helpdesk as well as the services provided to the public by this support group. The vendor's Billing Customer Support Plan must address at a minimum the following requirements:

3.11.3.1 Live Customer Service via Toll Free Number: Called parties must be able to contact the vendor's live customer service representatives seven (7) days a week via a toll free number for assistance with any issues, including but not limited to: billing disputes, blocked calls from inmates, dropped calls or video sessions, and setting up or replenishing prepaid accounts.

3.11.3.2. Customer Service via Phone IVR and Website: The vendor's Customer Service shall include self-help options via an automated telephone IVR system and an easy to navigate Website.

### **3.12. IMPLEMENTATION:**

The awarded contractor shall provide and be responsible for the installation of all equipment and any necessary cabling related to the required services at no cost to the Clackamas County Jail. Installation of system shall be at the awarded contractor's expense, as will removal of same upon cancellation or completion of contract. The contractor shall be totally responsible for all equipment and services.

#### **3.12.1. Risk of Loss:**

The risk of loss and/or damage of vendor's equipment will be fully assumed by the vendor during shipment, unloading and installation.

#### **3.12.2. Delivery and Unloading:**

The vendor must provide transportation to and unloading of equipment at Clackamas County Jail's designated location. Clackamas County Jail will not be liable for any charges related to packaging, delivery, or storage of equipment or materials required for proper implementation of the required services. All packing crates, boxes, paper, packing materials, and all other such extraneous material shall be removed from the premises by the vendor at his/her expense after installation.

#### **3.12.3. Implementation Plan:**

Vendors must submit with proposal a detailed implementation plan that indicates the time and activities required for installation, utility coordination, training, cut-over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of Clackamas County Jail facilities and security concerns. Any delay in contractor's implementation

schedule that is caused by Clackamas County Jail personnel will increase the contractor's time allowed to cut-over by the length of such delay.

For all aspects of the system described in this RFP including the Video Visitation System, the County desires a fully implemented, functioning system by **May 01, 2019**. \*This date is for planning purposes and may be subject to change.

#### **3.12.4. Training:**

At no additional cost to Clackamas County Jail, hands-on training is to be provided on-site for all authorized Clackamas County Jail personnel. At no charge, the contractor must provide, upon, completion of training, one (1) set of appropriate documentation per installed facility. Describe, in the proposal, the training program for Clackamas County Jail staff, including a description of topics covered and any applicable documentation or training aids.

#### **3.12.5. System Acceptance:**

System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free". The vendor must work with the Clackamas County Jail to determine the actual definition of "error free" operation.

### **3.13. BILLING, RATES, AND FEES**

#### **3.13.1. Billing:**

- a) Billing and Collections: The contractor shall be the responsible for call billing and collections. Billing for an inmate's call shall not begin until the call is positively accepted by the called party and shall end when either party hangs up. Describe the vendor's billing processes.
- b) Responsibility for Fraudulent and Uncollectible Calls: The contractor shall be responsible for any financial losses due to fraudulent billing and/or uncollectible call charges
- c) Responsibility for Monthly Line Fees: The contractor shall assume the responsibility for all monthly line fees associated with the proposed system.

#### **3.13.2. Call Rates and Fees:**

Vendor to list all call rates/fees. Clackamas County Jail Call Rates would need to be as defined in Senate Bill 498 (Attachment A):

- a) \$0.19 per minute for prepaid intrastate and interstate calls
- b) \$0.23 per minute for collect intrastate and interstate calls
- c) \$0.50 per minute for international calls to Mexico or Canada
- c) \$0.67 per minute for all other international calls

#### **3.13.3. Additional Charges and Fees:**

As detailed in Senate Bill 498 (Attachment A) Clackamas County Jail will only allow the following listed fees:

- a) \$0.05 per minute or less, or other amount authorized by the Public Utility Commission by rule, for completed interstate, intrastate or international calls for the provision of inmate telephone services
- b) \$2.00 fee per statement or other fee authorized by the commission by rule for a paper copy of a billing statement requested by a customer
- c) \$1.50 deposit fee or other fee authorized by the commission by rule for electronic deposits of less than \$25.00.
- d) \$3.00 deposit fee or other fee authorized by the commission by rule for electronic deposits of \$25.00 or more.
- e) \$5.95 deposit fee or other fee authorized by the commission by rule for deposits facilitated by a live operator.
- f) Taxes and other fees as required by law.

**3.13.4. Other Charges:**

Vendor shall define and propose other costs/fees that will be charged to public, the Clackamas County Jail or users of other proposed services (public or inmate) including:

- Video visitation sessions.
- Data Analysis software.
- Wireless Tablet equipment.
- Services delivered through Wireless Tablets.

**3.2.1 Term of Contract:**

The resulting contract from this RFP is expected to have a 5 year initial term. The County also intends to continue executing contracts for maintenance, any needed repairs, support, and any licensing for ongoing services for the life of the system.

**3.2.2 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods & Services Contract, for this RFP can be found at: <https://www.clackamas.us/finance/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

Travel Expense Reimbursement is Authorized

The following insurance requirements will be applicable.

Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.
  
- Cyber and Network Privacy Liability: \$1,000,000 combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000
  
- Other insurance as deemed necessary by the County during contract negotiations.

In addition to the above sample contract, the County may, at its sole discretion, consider alternative contracting templates supplied by the proposer during contract negotiations.



## SECTION 4 EVALUATION PROCEDURE

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring. The County may, evaluation committee may, at its sole discretion, choose not to reject or disqualify any Proposal which does not contain information listed in the RFP as required, mandatory, or the like.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP. Following the Closing Date of this RFP, the County may, at its discretion, issue post-closing addenda to modify Evaluation Procedures. Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

### **4.2 Evaluation Criteria**

Category	Points
<b>Company Profile and References (5.3.)</b>	10
<b>Scope of Work, Technical Specifications (5.4.)</b>	
Inmate Telephone System	20
Call Quality	70
Data Analysis Systems	10
Video Visitation System	17
Wireless Tablets	13
Payment Services	10
<b>Maintenance and Support (5.5.)</b>	20
<b>Implementation Plan (5.6.)</b>	5
<b>Billing, Rates and Fees (5.7.)</b>	13
<b>Value Added Features and Services</b>	12
<b>TOTAL POINTS</b>	<b>200 Points</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

**5.1.2.** Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

**5.1.4.** Proposal may not exceed a total of **100 pages** (single-sided), inclusive of all exhibits, attachments or other information.

#### **Provide the following information in the order in which it appears below:**

**5.2. Proposer's Letter and Executive Summary:** Proposals shall include a letter of transmittal signed by an official authorized to bind the vendor to a resultant contract and must be included in the original proposal. **The letter must be limited to two (2) pages.**

The letter shall be followed by an executive summary that briefly summarizes the vendor's proposed solution for the required services and the vendor's ability to provide such services. **Executive summary must be limited to three (3) pages.**

**5.3. Company Profile and References:** Proposals must include the following:

**5.3.1.** Company History and Overview: Provide a brief history and overview of the vendor's company.

**5.3.2.** Experience, Expertise and Qualifications: Provide a detailed overview of Proposer's experience within the least five (5) years, including at a minimum information about:

- Areas served
- Primary products and abilities of Proposer

**5.3.3.** Money Transmission License: Provide current proof of the Proposer's money transmission license along with a list of any fines or violations the Proposer has experienced related to the license in the past 36 months.

**5.3.4.** Organizational Chart: Provide an organizational chart that indicates the Proposer's overall organization as it pertains to the proposed services.

**5.3.5. Staff Experience and Qualifications:** Proposer shall provide summaries or resumes of experience and qualifications of key personnel who will be assigned to the project in the event of award, including a description of anticipated roles in the project. Resume/summaries must clearly indicate skills commensurate with the technical and professional requirements of this RFP.

**5.3.6. Government Contracts:** Please explain if Proposer or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body.

**5.3.7. Financial Stability:** Provide audited financial statements with independent auditors' report for the last three (3) fiscal years.

If Proposer has not had an audit conducted within the past three (3) fiscal years, Proposer shall provide the following:

- Unaudited financial statements for the last three (3) fiscal years:
  - a. Statement of Financial Position (Balance Sheet);
  - b. Statement of Activities (Income Statement);
  - c. Statement of Cash Flows.

**5.3.8. References – Inmate Telephone Services:** Provide at least five (5) reference accounts that the Clackamas County Jail may contact to verify the bidder's level and reliability of services. References should be comparable in size to Clackamas County Jail, or larger, where the inmate telephone system installed is of the same or similar configuration as proposed under this RFP. For each reference, the bidder must be the current prime contractor, and not a subcontractor. Contact information for each reference should include a contact person's name, telephone number, and email address.

**5.3.9. References – Video Visitation Services:** Provide at least three (3) reference accounts that the Clackamas County Jail may contact to verify the bidder's level and reliability of services. References should be comparable in size to Clackamas County Jail, or larger, where the video visitation system installed is of the same or similar configuration as proposed under this RFP. For each reference, the bidder must be the current prime contractor, and not a subcontractor. Contact information for each reference should include a contact person's name, telephone number, and email address.

**5.3.10. References – Wireless Tablets Services:** Provide at least two (2) reference accounts that the Clackamas County Jail may contact to verify the bidder's level and reliability of services. References should be of the same or similar configuration as proposed under this RFP. For each reference, the bidder must be the current prime contractor, and not a subcontractor. Contact information for each reference should include a contact person's name, telephone number, and email address

**5.3.10.1. –** In addition to the above, Vendor shall provide a reference for Vendor's Education Solution described in section 3.8.7.1. of this RFP, where vendor has had the function for at least one year.

**5.3.10.2. –** In addition to the above, Vendor shall provide a reference for Vendor's Grievance and Request Solution described in Section 3.8.7.2. of this RFP, where vendor has had this function for at least one year.

**5.3.11. References – Payment Services:** Vendor shall provide two letters of reference as to the vendor's ability to perform services.

**5.3.12. Corporate, Tort Claims, and Litigation:** Describe in detail your organization's history of and proposed approach to handling tort claims and litigation for telecommunication services provided in corrections facilities. Include a list of all tort claims and state or federal litigation over the last three years arising from the provision of any telecommunication services, and the outcome of those claims and cases. All cases must be identified by the facility location where the claim occurred, the court it was filed in, case number, and name of parties. Summarize any federal, state, and/or local government investigations conducted in which Bidder was the subject of during the past ten years which resulted in fines, or penalties. Provide a narrative describing these investigations, why they were implemented, and the results of such investigations.

**5.4. Scope of Work, Technical Specifications:** Vendor shall acknowledge and indicate compliance (i.e., Understands and Complies) with each specification and requirement found in **Sections 3.3 through 3.13 of the RFP.**

In addition to this acknowledgement, the vendors shall respond to each item, fully detailing and explaining how the proposal will accomplish each requirement and specification found in **Sections 3.3 through 3.13 of the RFP.** The Proposer is encouraged to provide concise responses that respond to the specific requirement. Proposers are cautioned not to provide additional information beyond what is requested. Some numbered paragraphs simply introduce the requirements that follow or provide information for the Proposer. For such non-technical paragraphs, a simple acknowledgement of the vendor's understanding and compliance is sufficient.

**5.5. Maintenance and Support:** Vendor shall describe in detail how the proposed systems are maintained and supported for the duration of the contract term, to ensure, reliable service for inmates and consistent access to system controls and reporting capabilities by the Clackamas County Jail. At a minimum the description shall address the topics listed in **RFP Section 3.11: Maintenance and Support.**

**5.6. Implementation Plan:** Provide a narrative description and proposed timeline for the implementation of the required inmate telephone system and services. At a minimum the implementation plan shall include the topics identified in **RFP Section 3.12: Implementation.**

**5.7. Billing, Rates and Cost Recovery:** This section of the proposal shall contain the vendor's responses to requirements in **RFP Section 3.12: Billing, Rates, and Cost Recovery.**

**5.8. (if applicable) RFP Addenda:** Should it become necessary for the Clackamas County Jail to issue one or more addenda to the RFP, the vendor is required to acknowledge receipt of each addendum issued. **RFP changes per addenda should be noted within the responses as well.**

**5.9. Completed Proposal Certification (see the below form)**

## PROPOSAL CERTIFICATION

### **RFP #2019-64 INMATE TELEPHONE SYSTEM, VIDEO VISITATION SYSTEM, AND OTHER EQUIPMENT/SERVICES**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other

protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

Contractor's Authorized Representative:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Manager:

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_



GEORGE MARLTON, JD  
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2019-64  
INMATE TELEPHONE SYSTEM, VIDEO VISITATION SYSTEM, AND OTHER  
EQUIPMENT/SERVICES  
ADDENDUM NUMBER 1  
February 11, 2020

On January 28, 2020, Clackamas County (“County”) published Request for Proposals #2019-64 for Inmate Telephone System, Video Visitation System, and Other Equipment/Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. **Section 1 of the RFP is hereby modified by adding the following:**

**Optional Facility Walkthrough:** The County will facilitate an *OPTIONAL* facility walkthrough on February 27, 2020 at 10:30 AM. Proposer representatives will need to promptly arrive by no later than 10:30 AM at the County Jail (2206 Kaen Road, Oregon City, OR) to participate in the walkthrough.

Proposers must submit the following information for touring representatives by no later than **February 18, 2020**.

**Information:** Full Legal Name,  
Date of Birth,  
A Photocopy of the Representative’s Government ID (e.g. driver’s license)

The representative information should be emailed to George Marlton, [gmarlton@clackamas.us](mailto:gmarlton@clackamas.us).

The purpose of the walkthrough is for proposers to tour the Jail and ask facility related questions only. The questions and answers will not be recorded or published.

2. **Section 3.6 of the RFP is hereby modified by adding the following:**

The specifications listed in this section are of features and functions that the County has determined are needed. Proposers may provide for alternate equivalent solutions or explain why the proposed solution does not provide for that functionality. Any such alternate equivalent solutions or inability to meet the functionality need must be outlined in Section 5.4 of the proposal response.

3. **Section 5.1.4. of the RFP is hereby modified by adding the following:**

Submission of financial statements will not count toward the proposal page maximum.

4. The Closing Date is here by changed from March 2, 2020 to **March 5, 2020 at 2:00 PM**.

---

End of Addendum



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2019-64  
INMATE TELEPHONE SYSTEM, VIDEO VISITATION SYSTEM, AND OTHER  
EQUIPMENT/SERVICES  
ADDENDUM NUMBER 2  
February 18, 2020

On January 28, 2020, Clackamas County (“County”) published Request for Proposals #2019-64 for Inmate Telephone System, Video Visitation System, and Other Equipment/Services, and on February 11, 2020 issued Addendum #1 (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

**1. Section 5.1.4. of the RFP is hereby modified as follows:**

Proposal may not exceed a total of ~~100~~ **225** pages (single sided, inclusive of all exhibits, attachments or other information. Submission of financial statements will not count toward the proposal page maximum.

---

End of Addendum





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract between Water Environment Services and Stantec Consulting Services, Inc., for the  
Kellogg Creek Water Resource Recovery Facility Influent Pump 2 and 4 Replacement

<b>Purpose/Outcome</b>	Execution of Contract #3690 for engineering design services for the Kellogg Creek Water Resource Recovery Facility Influent Pump 2 and 4 Replacement Project.
<b>Dollar Amount and Fiscal Impact</b>	Total Contract Value of \$289,975.00 until August 31, 2022.
<b>Funding Source</b>	639-01-20100-481010-P632305
<b>Duration</b>	Contract until August 31, 2022
<b>Previous Board Action/Review</b>	Prior discussions related to budget and Capital Improvements Plan. Issue Discussion 2/2/21, approved to move forward to Business Meeting
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.</li> <li>2. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and reduces flooding.</li> </ol>
<b>Counsel Review</b>	AK 2/8/2021
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Steven Rice, Civil Engineering, 971-284-3710
<b>Contract No.</b>	3690

**BACKGROUND:**

WES is seeking engineering services for design of the Kellogg Creek Water Resource Recovery Facility (KC WRRF) Influent Pump 2 and 4 Replacement project. The KC WRRF was constructed as a conventional secondary treatment facility in 1976. The facility recently underwent an improvements project that included, in part, replacement of Influent Pumps 1 and 3, which serve as low flow pumps. Influent Pump 2 (originally constructed in 1976) and Influent Pump 4 (added to the pump station in 1996) serve as high flow pumps during periods of wet weather flow. The pumps have exceeded their expected operating life and are due for scheduled replacement.

The engineering services include hydraulic modeling to confirm pump selection and to identify any necessary wetwell or piping modifications to enable pump performance. Recommended structural or mechanical modifications will be included in the development of bid documents along with the

replacement of the influent pumps. Anticipated services also include support during the bidding phase. Additional services, such as construction administration, inspection, or start-up support may be added by future amendment.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on October 1, 2020. Proposals were opened on October 28, 2020. The District received two (2) proposals: Stantec Consulting Services, Inc. and Evergreen Engineering. The Evaluation Committee selected Stantec Consulting Services, Inc. as the highest ranking proposer recommended a contract be awarded. Following award, the Project Manager entered into negotiations with Stantec Consulting Services, Inc. and developed a final statement of work, along with final billing rates and contract value.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between Water Environment Services and Stantec Consulting Services, Inc. for the KC WRRF Influent Pump 2 and 4 Replacement Project.

Respectfully submitted,



[Greg Geist \(Feb 23, 2021 09:15 PST\)](#)

Greg Geist  
Director, WES

Placed on the \_\_\_\_\_ Agenda by the Procurement Division.



**WATER ENVIRONMENT SERVICES  
PERSONAL SERVICES CONTRACT  
Contract #3690**

This Personal Services Contract (this “Contract”) is entered into between **Stantec Consulting Services Inc.**, (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **August 31, 2022**.
- 2. Scope of Work.** Contractor shall provide the following personal services: **Kellogg Creek Water Resource Recovery Facility Influent Pump 2 and 4 Replacement Design** (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Eighty-Nine Thousand and Nine Hundred Seventy-Five Dollars (\$289,975.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Steve Rice at [SRice@clackamas.us](mailto:SRice@clackamas.us)

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

## 7. Contractor and District Contacts.

Contractor	District
Administrator: Heather Stephens, PE Phone: 503-220-5437 Email: <a href="mailto:heather.stephens@stantec.com">heather.stephens@stantec.com</a>	Administrator: Steve Rice Phone: 503-742-4605 Email: <a href="mailto:SRice@clackamas.us">SRice@clackamas.us</a>

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Notwithstanding the foregoing, the County’s right to inspect, copy and audit shall not extend to the composition of the Contractor’s rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,

from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend Clackamas County and the District, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or any department of District, nor purport to act as legal representative of District or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District, nor shall Contractor settle any claim on behalf of District without the approval of the Clackamas County Counsel's Office. District may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any anyway limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21 and 27, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to:



(a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

**15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of 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.

**16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District 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 or applicable law.

**19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work

**20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.

**21. NO THIRD PARTY BENEFICIARIES.** District and 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.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the





**EXHIBIT A**  
**STATEMENT OF WORK**

**EXHIBIT 1**  
**PROFESSIONAL SERVICES CONTRACT**  
**SCOPE OF WORK**

The following is a scope of services for professional engineering services for the design, bid, and award for the Kellogg Creek Water Resource Recovery Facility (KC WRRF) Influent Pump 2 and 4 Replacement Project.

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## **Background**

Clackamas Water Environment Services (herein referred to as District), an intergovernmental partnership formed pursuant to ORS 190, owns and operates over 340 miles of conveyance infrastructure and five water resource recovery facilities. The KC WRRF was constructed as a conventional secondary treatment facility in 1976 to serve the North Clackamas Urban area, and the cities of Happy Valley, Johnson City and Milwaukie. The facility recently completed an upgrade that included, in part, replacement of Influent Pumps 1 and 3. This project will replace Influent Pumps 2 and 4 and their associated Variable Frequency Drives. These pumps serve as high flow pumps to meet peak wet weather demand.

## **General Assumptions**

The following key assumptions were used when determining the scope, schedule, and level of effort for compensation to the Consultant. These assumptions are in addition to those included in the Scope of Services.

1. The design shall be based on standards and codes in effect on the effective date of the authorization to proceed.
2. Consultant shall submit minutes from each workshop no later than 5 working days following each respective workshop. The District's review comments will be received by the Consultant within 10 working days from any corresponding design review workshop. Written responses to the comments will be provided by the Consultant. District shall furnish required information, examine deliverables submitted by Consultant, and render decisions and approvals in a timely manner.
3. The Consultant shall use the 49-Division Construction Specifications Institute (CSI) MasterFormat® specifications. District will provide Division 0 specifications and Consultant will provide Division 1 and technical specifications for project use with District review and comment. District will compile Division 0, Division 1, the Technical Specifications, and the Construction Drawings for delivery to the Clackamas County Purchasing Department.
4. Deliverable documents shall be provided electronically using .PDF and original .DOC format, unless otherwise specified herein. Drawings (11-inch by 17-inch) in .PDF format will be provided for each District internal review.
5. The Consultant's standard CAD software shall be used to produce the drawings, in conformance with Consultant's CAD drafting standards.
6. Meetings and workshops will be held remotely via video conferencing.
7. No permit applications will be prepared by Consultant. Consultant shall provide supporting documentation through an allowance as defined in this scope. The District shall develop the actual permit application and required reports and pay all permit application fees.
8. At a minimum (unless otherwise approved by County), two vendors shall be named for each manufactured component or piece of equipment with provisions for an "equal" to be proposed by the contractor and subject to approval by the Engineer. An exception to this assumption applies to the pumps, with which the District has standardized around Flygt N-Pumps, by Xylem.
9. No equipment pre-purchase or pre-negotiation shall be required.

10. No additive or deductive alternates shall be included on the bid form and contract documents.
11. At the Districts direction, physical modeling shall be performed by our subconsultant, Northwest Hydraulic Consultants (NHC) as a lump sum service.
12. Attachment A provided the anticipated project schedules.

**District-Provided Services:**

1. District shall provide to Consultant available data in District's possession relating to Consultant's services on the Project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by District.
2. District shall make its facilities accessible to Consultant as required for Consultant's performance of its services.
3. District shall give prompt notice to Consultant when District observes, or becomes aware of, developments that affect the scope or timing of Consultant's services, or of defects in the work of Consultant.
4. District shall provide the final Protective Device and Arc Flash Study for the existing plant upgrade project. The Study will need to be updated for Pump 2 & Pump 4 by the Contractor during construction. This will also need to be made available to the Contractor selected for this Contract.
5. District shall provide available documentation regarding wet well modifications studied/considered during previous Influent Pump Station improvements and shall provide available as-built information for modifications made to the wet well, junction box, or pump suction/discharge piping.

**Scope of Services**

The Consultant shall provide the District with the engineering design, bid, and award services described herein.

**Task 1 - Project Management**

Task Specific Objectives:

The purpose of this task is to provide the administrative, project team management, and financial/schedule management activities associated with performing and completing this task of the project. This task also includes maintaining clear communication with the District to deliver the project through conclusion of Construction.

**Task 1.1 - Develop Brief Project Management Plan**

Consultant will set up the project and prepare a brief project management plan (PMP). The PMP will provide for a staffing plan identified in the scope of work to communicate staff roles and responsibilities. The PMP will describe how Consultant will manage cost, scope, schedule and quality; establish lines of communication and team member roles; and help to define how the project will be managed so that the budget and schedule goals are met. Components of the PIP consist of the following:

### Project Schedule

A project schedule will be developed and maintained to monitor overall progress of the project.

### QA/QC Plan

Prepare a project QA/QC plan, which defines reviews to be conducted for all Consultant's deliverables and the roles and responsibilities of QA/QC team members. This subtask will also include project close out activities.

### Decision and Risk Register

Develop and maintain Decision and Risk registers for review during Project Management meetings.

### Bi-Weekly Project Manager Meeting

Participate and attend bi-weekly project management meetings between District's PM and two Consultant team members. Meetings will review schedule and progress, and updates to the Decision and Risk register will be made at this time.

## **Task 1.2 - Invoicing and Scope Management**

Invoices will be submitted on a monthly basis. A project report will accompany each monthly invoice and will detail task and subtask breakdown of cost and hours worked per staff person and percent spent/complete for each task and subtask. This monthly project status report will be included with each submitted invoice.

### **Task 1 Deliverables:**

- One invoice will be submitted for monthly payment in PDF format.
- Project Status Report submitted monthly with invoice in PDF format.

### **Task 1 Meetings**

- Biweekly project updates

## **Task 2 - Internal Quality Management**

Task Specific Objectives:

Discipline reviews at the 30%, 90%, and 100% milestones will be documented under this Task. Each design discipline will be reviewed by an approved quality control reviewer. The discipline reviewer will generate a log of comments, and each design lead will adjudicate each comment.

### **Task 2 Deliverables:**

- Documentation of QC reviews available upon request

## **Task 3 - CFD Modeling**

Task Specific Objectives:

Consultant will develop a computational fluid dynamics (CFD) model for the influent pump station to evaluate whether the existing wet well can be modified during replacement of pumps 2 and 4, and develop design modifications to the suction piping if necessary. The CFD model will be developed using the ANSYS FLUENT software which has been successful for predicting complex three-dimensional

patterns. The CFD results will be used to assess if the approaching hydraulics to the pumps is appropriate to meet with the requirements of Hydraulic Institute Standards – Rotodynamic Pumps for Pump Intake Design (ANSI/HI 9.8-2018), and Rotodynamic Pumps for Pump Piping (ANSI/HI 9.6.6-2016). At the end of the study, a recommended design will be prepared.

Development of the CFD model of the Existing Wet Well. A CFD model will be developed for the existing wet well based on as-built drawings provided by the District supplemented with site photos or other available documents. This model will include influent pipe, wet well, suction piping to the four pumps, and reaches of discharge pipes.

Existing Wet Well Modeling. Up to three simulations of the existing wet well will be performed with different pumps in operation. The results of these simulations will identify poor hydraulics and provide information to develop design modifications.

Design Modification Modeling. Up to three design modifications will be modeled at the most conservative condition selected during review of the existing wet well. This will develop a design that has acceptable hydraulics in terms of pre-swirl angles and velocity distribution at pump throats. Once an accepted design is developed, two additional CFD simulations will be performed for other operating conditions to confirm that design will also work for these conditions.

Following development of the existing pump station model and a development of an initial approach for alleviating hydraulic concerns, a CFD modeling workshop will be held to discuss and review results. The goal of the workshop will be to reach consensus on what type of modifications can or should be made, and to discuss potential scheduling for construction of the recommended improvements.

Report and Meeting. At the end of this study, a draft technical report will be submitted for review. After a consolidated set of the comments are received, the final report will be prepared and submitted.

### **Task 3 Assumptions:**

- District will provide available drawings reflecting current configuration of influent pump station.
- If physical modeling is done as part of this project, findings from the CFD model will be coordinated with Northwest Hydraulics Consultants (NHC) to test desired CFD outputs.

### **Task 3 Deliverables:**

- Technical memorandum describing the model results and recommendations in PDF format.

### **Task 3 Meetings**

- CFD modeling workshop: This workshop will be a key decision workshop which will determine the design path for upgrading the hydraulic characteristics within the wet well. This meeting will also be used to discuss and determine if physical modeling is warranted and should proceed. The meeting is expected to last at least 2 hours and will include Consultant’s CFD modeling lead, PM, and Design Management Staff.

## **Task 4 - Physical Modeling**

### **Task Specific Objectives:**

The goal of the physical model study is to optimize and confirm the design of the wet well by determining if the proposed pump station design can provide acceptable flow to the pumps. The District and Consultant team will determine whether to proceed with physical modeling based on the outcome

of the CFD modeling workshop in Task 2. The physical modeling study will be provided by subconsultant NHC, working closely with Stantec and District staff. Specific objectives include:

- Determine the existence and magnitude of adverse flow phenomena in terms of free and subsurface vortex activity, swirl of flow entering the pump and velocity distribution at the pump impeller location;
- Investigate geometric modifications to the pump station to improve flow approaching the pumps;
- Document the performance of the selected pump station design for the anticipated range of operating conditions.

### Model Design and Construction

Based on the provided information on the proposed geometry, the flow rate, and the study objectives, construct and test the physical model at a scale of approximately 1:3 (The model scale will be confirmed upon receipt of dimensional drawings that include the pump suction bell and throat diameters. The model scale may require slight adjustments to accommodate commercially available cast acrylic tubing). The physical model will be operated in adherence to the Froude criterion for dynamic similarity.

The proposed model scale has been estimated based on existing drawings which show that the pump suction inlet is 30 inches in diameter and the reduced throat at the pump impeller is 16 inches in diameter.

The physical model will include an approximately 40-foot length (prototype) of the two 48-inch influent pipes, the Influent Junction Box, and the 8-foot length of the influent pipe connecting to the wet well. The wet well, all four pumps, and suction plumbing to the impeller location will all be included in the model. NHC will prepare physical model design drawings and submit them for review and approval prior to the onset of model construction.

Prior to the start of model design and construction, the team will hold a meeting with the District PM, NHC PM, Stantec PM and Design Manager, and CFD Modeling lead to discuss the findings of CFD modeling and considerations related to physical modeling.

### Model Testing

The testing approach will include assessing the performance of the existing design under proposed flow capacities, evaluating design modifications to the initial configuration if unsatisfactory pump performance is identified, and fully documenting the final design. All decisions regarding the test program, test results, design modifications, or test procedures will be made with concurrence from Stantec. Each model test will be operated in steady state, where the inflow equals the outflow, and the water level remains constant. Model measurements and instrumentation will be in accordance with ANSI/HI 9.8-2018.

Testing will be conducted in the following phases:

1. Existing Design Testing: The performance of the existing wet well and pump suction piping will be assessed with 4 pump operating combinations. With each test, general flow patterns will be documented, debris mats on the horizontal trash rack will be assessed, solids deposition evaluated, surface and subsurface vortex formation, flow velocity distribution at the pump impeller location, and flow pre-swirl at the pump impeller location.



2. At the end of Existing Design Testing a conference call will held to summarize the results and discuss potential modifications to the wet well and pump suction piping. We have assumed a Microsoft Teams call will conducted so any photos and tabulated results can be presented.
3. Design Modification Testing: In consultation with the design team, modifications will be performed to resolve any deficiencies. We have assumed that Design Modification testing will be limited to 3 weeks (15 working days) to resolve any deficiencies in the design.
4. Final Documentation Testing: After the Witness Test (discussed below) the selected modified design will be tested to confirm the design. We have assumed 8 pump operating and inflow distribution scenarios will be conducted.

#### Witness Test

Model testing will include a witness test for Stantec and District personnel and will be conducted at the end of the design modification testing. Given the current global pandemic, it has been assumed that the witness test will need to be held by video conference and will include a presentation of study results including pre-recorded video footage and/or a live feed of the physical model for various operating conditions. The laboratory can be made available for a limited (1-2) number of personnel from Stantec/WES if an in-person witness test would be valuable. If this occurs, they will need to follow all State and NHC guidelines for in-person meetings. This includes, masks, social distancing requirements, etc.

#### Reporting

NHC will prepare a draft technical report summarizing the results of the physical model study for review by the design team and the District. The report will contain an introduction, descriptions of the model, scaling criteria, instrumentation, test procedures, relevant color photographs, complete descriptions of the test results including observations, tabular and graphical data, and conclusions and recommendations. The report will also provide details (description and drawings) of all modifications and/or additions that were required to correct any hydraulic anomalies or other unsatisfactory flow conditions.

#### **Task 4 Deliverables:**

- A draft report will be submitted in electronic (PDF) format within two weeks of completing the model testing. An electronic copy (PDF format) of the final report will be submitted within approximately one week of receiving a consolidated set of review comments.

#### **Task 4 Meetings**

- CFD/Physical Modeling coordination meeting
- Witness testing

#### **Task 5 - Preliminary (30%) Design**

The purpose of this task is to develop the design in sufficient detail to convey the design intent to District staff. Design development will include incorporation of hydraulic modeling and recommendations for wet well and pump suction improvements.

### Task 5.1 - Pump Station Model Update

A baseline 3D CAD model of the junction boxes, wet well, and pump suction/discharge piping will be developed which incorporates all modifications made the infrastructure to date. The 3D model will be provided to the CFD and Physical Modeling teams so that they can proceed with the most accurate information.

### Task 5.2 - Preliminary Design Documents

The anticipated drawing list is provided in the **Figure 1**. The 30% Preliminary Design submittal will include preliminary drawings as noted in Figure 1, a Table of Contents for the complete specifications, and 90% specifications for the pumps and variable frequency drives.

Sheet List				
Number	Sheet	Description	30% Deliverable	90%/100% Deliverable
<b>GENERAL</b>				
1	G-001	COVER SHEET & LIST OF DRAWINGS	X	X
2	G-002	STANDARD SYMBOLS	X	X
3	G-003	ABBREVIATIONS	X	X
4	G-004	PIPE SCHEDULE & DESIGN CRITERIA	X	X
5	G-005	3D MODEL	X	X
<b>DEMOLITION</b>				
6	CX-101	MECHANICAL DEMOLITION - PLAN		X
7	CX-102	MECHANICAL DEMOLITION - SECTION I		X
8	CX-103	ELECTRICAL DEMOLITION - PLAN		X
9	CX-104	ELECTRICAL DEMOLITION - SECTION I		X
<b>INSTRUMENTATION</b>				
10	GI-001	SYMBOLS AND NOMENCLATURE - 1		X
11	GI-002	INSTALLATION DETAILS - I		X
12	GI-003	INSTALLATION DETAILS - II		X
13	I-001	PROCESS AND INSTRUMENTATION DIAGRAM	X	X
14	I-002	CONTROL WIRING SCHEMATICS - I		X
15	I-003	CONTROL WIRING SCHEMATICS - I		X
16	I-004	BLOCK DIAGRAMS		X
<b>STRUCTURAL</b>				
17	S-001	GENERAL NOTES - I		X
18	S-002	SPECIAL INSPECTION REQUIREMENTS - I		X
19	S-003	STANDARD DETAILS - I		X
20	S-101	PUMP BASE PLAN AND SECTION		X
21	S-102	WET WELL PLAN	X	X
22	S-103	WET WELL SECTION	X	X
<b>PROCESS MECHANICAL</b>				
23	D-001	GENERAL NOTES AND SYMBOLS		X
24	D-002	STANDARD DETAILS - I		X
25	D-101	PUMP STATION - PLAN	X	X
26	D-102	SECTION - I	X	X
<b>ELECTRICAL</b>				
27	GE-001	SYMBOLS - I		X
28	GE-002	SYMBOLS - II		X
29	GE-003	ABBREVIATIONS AND GENERAL NOTES		X
30	GE-004	STANDARD DETAILS - I		X
31	GE-005	STANDARD DETAILS - II		X
32	GE-006	PHOTOGRAPHS - I*		X
33	GE-007	PHOTOGRAPHS - II*		X
34	GE-008	SCHEMATIC DIAGRAMS - I*		X
35	GE-009	SCHEMATIC DIAGRAMS - II*		X
36	GE-010	SINGLE LINE DIAGRAM		X
37	E-001	INFLUENT PUMP STATION PUMP FLOOR PLAN		X
38	E-002	INFLUENT PUMP STATION TOP PLAN*		X

Figure 1 – Anticipated Design Drawing List

## **Task 5 Assumptions**

- Pumps will be dry pit submersible by Flygt and will be provided with the MAS 801 pump protection system with a new HMI. Pumps #1 & #3 have been provided with the Mini-CAS monitoring system from the previous design/construction project and will remain as-is and will not be modified, programmed, or otherwise integrated into the new pumps monitoring system or SCADA.
- Design includes relocating the Ventilation Alarm Panel which conflicts with the new/larger Pump 4 VFD.
- Design includes demolition of the RTD Relay panel related to abandoned Pump 1 RTD's and Pump 2 RTD's. This will provide space for the Pump 2 VFD.
- Seal Water & its Low Flow instrument will be removed from Pump 2 & 4, as well as seal water I/O point/s to SCADA. Existing wiring will remain in place as spare where it is combined in conduit with other wiring.
- Hardwired I/O to SCADA will remain the same except for removal of seal water.
- Existing flow meters do not need to be replaced
- Updates required to the Protective Device and Arc Flash Study for Pump 2 & Pump 4 VFD's will be included as a performance specification
- Consultant will provide pump anchorage calculations during design
- Consultant will provide calculations for the VFD cabinets once the VFD submittal has been approved.
- Seismic or a structural evaluation of the existing wet well and influent junction box will not be required
- Structural modifications to the floor, hatches, openings or the monorail system are not required.
- Replacement of pumps #2 and #4 will not require any changes to the pump station electrical distribution system and standby power system.
- New influent screening options will not be evaluated
- HVAC, plumbing, or fire protection design will not be required
- Consultant will not provide full size (22x34) mylar or paper drawings. It is assumed that drawings required for permitting can be stamped and delivered electronically.

## **Task 5 Deliverables:**

- A PDF of the 30% design drawings in 11x17 format. Deliverable will be electronic only.
- Draft specification table of contents, 90% specification sections for pumps and variable frequency drives.

## **Task 5 Workshops:**

Consultant will conduct one (1) four-hour workshop to conduct a review of the work products with the District staff, at the end of the 30% design phase. Consultant's project manager, technical advisor, design manager, and electrical and I&C design leads will attend the workshop.

## **Task 6 - Draft (90%) Contract Documents**

The purpose of this task is to develop the complete draft contract drawings specifications, and estimate. The following activities will be completed under this subtask:

- Finalize specification Division 1 documents
- Prepare construction drawings
- Prepare technical specifications
- Prepare final calculations
- Complete final QA/QC checking and coordination review
- Coordinate with District on advertising and bidding process
- Prepare construction cost estimate
- Incorporate District comments from the 30% deliverable

### **Task 6 Assumptions:**

- Coordination with outside agencies (DEQ) will not be required, assumes District will coordinate all permitting requirements.

### **Task 6 Deliverables:**

- 90% Construction Documents (PDF format)
- 90% Construction Cost Estimate and Schedule (PDF format)

### **Task 6 Workshops:**

Consultant will conduct one (1) four-hour workshop to conduct a review of the work products with the District staff upon delivery of the 90% deliverable. Consultant's project manager, technical advisor, design manager, and design leads (as necessary) will attend the workshop.

## **Task 7 - (100%) Bid Ready Contract Documents**

Consultant will modify the contract documents to reflect agreed-upon final review comments from the District after the 90% review workshop, applicable permitting agencies and Consultant's quality control review team. Reproducible final documents will then be submitted to the District.

### **Task 7 Deliverables:**

- Record of review and responses (PDF format)
- 100% contract documents (PDF format)

## **Task 8 - Bid Phase Services**

Consultant will provide the District various services during the bidding phase. Consultant will provide the drawings and plans and, at the District's request, will attend the pre-bid meeting with the contractors to help answer any questions that may arise. Stantec will put together addendums in the case that contractors ask formal questions.

Consultant will provide technical assistance as needed to interpret the contract documents during the construction contract bid phase. Correspondence with prospective bidders shall be documented in writing. Consultant team members will attend the pre-bid conference and will assist in preparing technical addenda to the contract documents (if needed).

**Task 8 Assumptions:**

- District shall plan and lead pre-bid conference
- Two addenda will be prepared

**Task 8 Deliverables:**

- Written documentation of correspondence with bidders (Word.doc format)
- Technical addenda to the contract documents (PDF and/or Word.doc format)

**Task 9 - Construction Phase Services (FUTURE)**

Construction-phase services will be authorized through a separate amendment based on the District's needs. Construction-phase services could include Construction Management, Inspection, Engineering Services During Construction, Record Drawing preparation, and associated efforts.

**ATTACHMENT A – PROJECT SCHEDULE**



**EXHIBIT B  
FEE SCHEDULE**





FEE ESTIMATE - Kellogg WRRF\_IPS Pump 2 and 4

Name	Stephens, Heather	Odell, Adam	Randive, Prashant	Kulkarni, Prasad	Senon, Constantino	Johnson, Andrew	Lin, Fangbiao	Christie, Kieran	Thompson, Meghan	Perkins, Matthew	Papp, Joshua	Reed, Douglas	Tehaney, John	Black, Bryan	McGinn, Rachel	Morrison, Maxwell	DDCs - Travel	NHC	PEI
Project Billing Rate	\$230.00	\$185.00	\$135.00	\$135.00	\$400.00	\$165.00	\$230.00	\$185.00	\$155.00	\$217.00	\$185.00	\$230.00	\$230.00	\$230.00	\$115.00	\$75.00	\$1.00	\$1.05	\$1.05
Total Units (T&M)	77	148	140	80	8	233	33	16	16	82	84	16	16	16	22	20	1100	93300	12420
Fee (T&M)	\$18,630	\$30,340	\$18,900	\$10,800	\$3,200	\$39,765	\$7,590	\$2,960	\$2,480	\$17,794	\$15,540	\$3,680	\$3,680	\$3,680	\$2,530	\$1,500	\$1,100	\$97,965	\$13,041
Escalation (T&M)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Fee (T&M)	\$17,710	\$27,380	\$18,900	\$10,800	\$3,200	\$38,445	\$7,590	\$2,960	\$2,480	\$17,794	\$15,540	\$3,680	\$3,680	\$3,680	\$2,530	\$1,500	\$1,100	\$97,965	\$13,041

Project Summary	Labor	Expense	Subs	Total
Fixed Fee	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	\$177,869.00	\$1,100.00	\$111,006.00	\$289,975.00
<b>Total</b>	<b>\$177,869.00</b>	<b>\$1,100.00</b>	<b>\$111,006.00</b>	<b>\$289,975.00</b>

WBS Code	Task Code	Task Name	Units																			Task Type	Hours	Labour	Expense	Subs	Total
1		<b>Project Management</b>																				Time & Material	101	\$16,068.00	\$0.00	\$0.00	\$16,068.00
1.1		PMP and Bi-Weekly Meetings	12	16					2	1												Time & Material	41	\$8,118.00	\$0.00	\$0.00	\$8,118.00
1.2		Invoicing and Scope Management	10	10																		Time & Material	60	\$7,950.00	\$0.00	\$0.00	\$7,950.00
2		<b>Internal Quality Management</b>																				Time & Material	48	\$11,040.00	\$0.00	\$0.00	\$11,040.00
3		CFD Modeling	6	12					132	20												Time & Material	170	\$29,980.00	\$0.00	\$0.00	\$29,980.00
4		Physical Modeling (NHC)	12	16						12												Time & Material	40	\$8,480.00	\$1,100.00	\$97,965.00	\$107,545.00
5		<b>Preliminary (30%) Design</b>																				Time & Material	183	\$33,054.00	\$0.00	\$1,701.00	\$34,755.00
5.1		Pump Station Model Update	5	4	40				8													Time & Material	57	\$8,610.00	\$0.00	\$0.00	\$8,610.00
5.2		Preliminary Design Drawings	8	28				6	38				8	12	8						1080	Time & Material	108	\$21,014.00	\$0.00	\$1,134.00	\$22,148.00
5.3		30% Design Review Workshop	4	6					4						4						540	Time & Material	18	\$3,430.00	\$0.00	\$567.00	\$3,997.00
6		<b>Draft (90%) Contract Documents</b>																				Time & Material	312	\$52,434.00	\$0.00	\$11,340.00	\$63,774.00
6.1		Drawings & Specifications	6	20	80	60	2	20				4	38	40							8100	Time & Material	270	\$44,346.00	\$0.00	\$8,505.00	\$52,851.00
6.2		Cost Estimate	2									16									2700	Time & Material	18	\$3,420.00	\$0.00	\$2,835.00	\$6,255.00
6.3		90% Design Review Workshop	4	8					4				4	4								Time & Material	24	\$4,668.00	\$0.00	\$0.00	\$4,668.00
7		<b>(100%) Bid Ready Contract Documents</b>	6	20	20	20		10				4	20	20								Time & Material	120	\$20,790.00	\$0.00	\$0.00	\$20,790.00
8		<b>Bid Phase Services</b>	2	8				15					4	4								Time & Material	33	\$6,023.00	\$0.00	\$0.00	\$6,023.00