



REQUEST for PROPOSAL #897
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, JUNE 26, 2024

DUE DATE: WEDNESDAY, AUGUST 21, 2024 by 1:30 pm

Request for Proposal for:

INMATE COMMISSARY SERVICES

SUBMIT:

One (1) Original

Six (6) Complete Copies

One (1) Complete USB Flash Drive

of the Proposal to:

<u>Shipping Method of your Choice or Hand Delivery</u>	<u>United States Postal Service</u>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 th Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

****Proposals must be delivered to the Purchasing office – No Exceptions**

****Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.**

****Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name**

Refer Questions to Project Manager:

Joe Barnett
Deputy Director, Department of Jail Services
cntyjailservicesadmin@clark.wa.gov
564-397-2021

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

MUNICIPAL RESEARCH and SERVICE CENTER - Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract, your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or <https://mrscrosters.org/businesses/business-membership/>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at

independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

Request for Proposals

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Inmate Commissary Services

Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>The purpose of this Request for Proposal (RFP) is to select a vendor to provide Inmate Commissary Services for the adult inmates housed in Clark County. This is an integrated service where inmates may purchase personal care products, snacks, and other small extras in addition to items provided by the Clark County Department of Jail Services (JS). Desired services include: integrated trust fund accounting system, offsite inventory management, and full ordering and delivery processes. JS personnel administer the Inmate Commissary function and will work cooperatively with the successful vendor to ensure that services meet the needs of the Department.</p> <p>Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor Rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or https://mrscrosters.org/businesses/business-membership/</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34 Interlocal Cooperation Act. The proposer may opt to extend identical services and prices to qualified public agencies. Each contract is between the proposer and individual agency binding only their agency, with no liability to Clark County.</p>
2. Background	<p>Clark County is located in the southwest portion of Washington State and has a growing population of roughly 520,000. The Clark County Department of Jail Services (JS) operates the jail for the County. The downtown location has 491 beds with a mothballed Jail Work Center having the capacity for another 100 beds. The average daily population (ADP) for 2023, was 447, Length of Stay (LOS) was 27, with an average of 17 bookings and releases a day. Pre-pandemic saw an ADP in 2018 of 579 and 2019 of 560: average bookings for 2018 were 35 and 2019 were 36.</p>
3. Scope of Project	<p>Jail Services seeks a vendor to provide commissary services in the most economical and operationally beneficial manner possible. Services should include at a minimum: order collection, processing, filing, direct delivery to inmates within the facilities, on-line friends and family ordering option, variable menu, reward options, ability for group differences (rewards, sanctions, menu options and restrictions) and a comprehensive banking and software package to accomplish the services requested.</p>
4. Project Funding	<p>Funds for commissary sales and services originates from the purchases generated by the inmate population. Vendor compensation will be fully embedded in the cost of goods sold. However, exceptions may be made for optional services that result in transaction fees. JS is open for discussions on a commission rate.</p>

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	<p>The activity for commissary sales will fluctuate with population and COVID affected population. Annual gross commissary sales have been:</p> <table border="1" data-bbox="678 285 1109 596"> <tr> <td>2022</td> <td>\$322,216.70</td> </tr> <tr> <td>2021</td> <td>\$296,381.36</td> </tr> <tr> <td>2020</td> <td>\$305,772.70</td> </tr> <tr> <td>2019</td> <td>\$322,916.82</td> </tr> <tr> <td>2018</td> <td>\$315,375.28</td> </tr> </table>	2022	\$322,216.70	2021	\$296,381.36	2020	\$305,772.70	2019	\$322,916.82	2018	\$315,375.28						
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<p>5. Title VI Statement</p>	<p><u>Title VI Statement</u> Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>																
<p>6. Timeline for Selection</p>	<p>The following dates are the <u>intended</u> timeline:</p> <table border="1" data-bbox="423 1234 1511 1734"> <tr> <td>Deadline for Questions and Answers</td> <td>August 14, 2024</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>August 16, 2024</td> </tr> <tr> <td>Proposals Dues</td> <td>August 21, 2024</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>September 18, 2024</td> </tr> <tr> <td>Interviews/Demonstration</td> <td>September 19, 2024</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>September 20, 2024</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>October 10, 2024</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>January 1, 2025</td> </tr> </table>	Deadline for Questions and Answers	August 14, 2024	Final date for Addendum, if needed	August 16, 2024	Proposals Dues	August 21, 2024	Proposal Review/Evaluation Period	September 18, 2024	Interviews/Demonstration	September 19, 2024	Selection Committee Recommendation	September 20, 2024	Contract Negotiation/Execution	October 10, 2024	Contract Intended to Begin	January 1, 2025
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<p>7. Employment Verification</p>	<p>The Proposer, if awarded the Contract, shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program before execution of the Contract. The Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United</p>																

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	<p>States. The Contractor shall provide verification of compliance upon County request. Failure by Contractor to comply with this subsection shall be considered a material breach. (Sole Proprietors must submit a letter stating such.)</p>
<p>Section IB</p>	<p>Work Requirements</p>
<p>1. Required Services</p>	<p>A. Jail Services seeks a vendor to provide commissary services in the most economical and operationally beneficial manner possible. Services should include at a minimum: order collection, processing, filing, direct delivery to inmates within the facilities, on-line friends and family ordering option, indigent packages, veritable menu, reward options, ability for group differences (rewards, sanctions, menu options and restrictions) and a comprehensive banking and software package to accomplish the services requested while meeting all CJIS compliance requirements. All software costs: integration, continual upgrades, other vendor interfaces, etc., will be the responsibility of the successful proposer.</p> <p>B. Collection of Commissary Orders: Orders must be both electronic and paper. Integration costs and programming (and all subsequent updates) with the kiosk/tablet vendor will be the financial responsibility of the successful proposer and will be accomplished directly with the phone vendor (currently ViaPath).</p> <p>C. Data from Orders: All orders, regardless of how the information was gathered, will be maintained accurately in a software system. JS will require that the system be accessible by JS staff on-site. Vendor will be responsible for responding to inmate questions regarding orders and possible errors in processing.</p> <ul style="list-style-type: none"> a. Order entry will take place on a schedule that distributes the workload, keeps it contained to the originating week, and corresponds to the operational needs of the jail. Successful vendor will ensure sufficient staff with clearance that operations are not impacted. b. Due to the nature of the correction's industry, it is very likely that the order and delivery times will change during the term of the contract resulting from this RFP and it is expected that responses to the RFP will include expressions of flexibility. Changes will be at the discretion of the department. <p>D. Delivery/Distribution of Orders:</p> <ul style="list-style-type: none"> a. The vendor will work with JS to schedule consistent delivery times to the department's loading dock so they will not interfere with other scheduled deliveries. b. The vendor will work with operations to set a schedule that provides for weekly distribution of orders to every housing area. c. A process to verify the identity of each inmate to receive orders will be required. At a minimum this process will include a wristband check and signature on receipt. A copy of the numbered receipt for the inmate and the County will be required for each transaction. d. The service cycle (order to distribution) is likely to change during the term of the contract. The nature of corrections will provide the options for great flexibility with regard to delivery and distribution and shall be at the discretion of operations. All possible steps shall be taken to promote calm within the facility. <p>E. The software package must be able to balance on a daily, weekly, and monthly basis. In addition, the system must track co-payments, court orders, reconcile checks, deposits, and bank statements. Automated Clearing House (ACH) is necessary. Issuance of a financial instrument (check, money order, debit card, etc.) for remaining balance should be part of the</p>

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same system that supports data entry and deliverables. The availability of financial instruments that can simplify operations and facilitate improved controls is strongly desired. Software upgrades for the life of the contract will be included at the vendor's expense.

- a. Due to the nature of shift work and a 24/7 environment the software must be able to provide for these changes. Failure to balance may be ground for disqualification. The ability to interface with the current Inmate Management program (currently EIS) will be needed. Successful proposer will work with current vendors to integrate software and bear the expenses associated with such including any subsequent upgrades.
- b. The successful vendor will need to work with current vendor as well as County IT staff to migrate the existing transaction data. Any expenses arising from this will be the responsibility of the successful proposer.
- c. The successful vendor will need to work with County IT staff to facilitate an interface on County systems.

F. Product Menu and Product Pricing: The current commissary menu is **Attachment E**. Proposer should include a similar list with pricing consistent with the local area market. Each item must be reviewed by operations administration staff for security and appropriateness of both the item and packaging prior to items being available to the inmate population. Packaging must have no foil/aluminum. Sugar-Free, Gluten Free, Kosher and other specialty items are desirable.

G. Kiosk and On-line Deposits: County requests that the successful vendor provide lobby kiosk at no cost to the County. On-line payment site should be configured to limit deposits to inmates on the current jail roster and provide depositor with sufficient identifiers to accurately select the intended inmate. Kiosk must accept currency, debit and credit cards. Reasonable transaction fees for deposits are to be retained by the vendor and explicitly disclosed/confirmed with depositors. County will require the vendor to provide all necessary maintenance and courier services.

H. Software and Hardware Specifications: The County prefers a cloud-based server software program where maintenance or upgrades can easily adapt to all changes deemed appropriate to the County. Windows based software with a site license is preferred. Vendor's software shall be required to remain compatible with future Windows releases. Maintenance updates will be at no cost to the County and will have minimal impact to the facility. Highly desirable times for updates would be 12:00 AM to 3:00 AM Pacific Time. Vendor must have 24/7 support for any possible issues that arise.

- a. Security protocols to limit accessibility to the vendor's software by individual, group and the ability to authorize software access by terminal/workstation. Transactions must be time stamped by user and terminal for auditing trails.
- b. Inmates must be able to access the commissary software through the inmate phone provider, currently ViaPath. All interfaces and upgrades will be the responsibility of the successful vendor.
- c. Provide terminal/workstation internet browser based "view only rights", for officers in cell blocks, to provide inmates information regarding past orders, inmate account history and assist in cell searches.
- d. Post deposits on-line and in real time, into an inmate's account. Deposits must have the ability to be posted in batch mode to increase the efficiency of the Staff. Batches must have the ability to be numbered by the user to track said batches for audit ability.

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- e. Track inmates who may be indebted and automatically track arrears, payments of fines, restitution's damage to property payments and other financial obligations. The system must be able to calculate and post such payments.
- f. Allow user to conduct batch entries for all accounting data. Provide for automated transaction category codes and transaction amounts.
- g. Monitor all system activity including but not limited to new entries, data changes, releases, log in and log outs.
- h. Log all credits and debits generated by the system with user ID, date, time, payee/s, and payer's amount. Checks must have the ability to be written to an individual or third party. A "virtual" check must be approved by the user prior to the printing of a check for verification purposes.
- i. Ability to store images in the database, including the ability to store signatures as embedded images.
- j. Allow multiple workstations to print receipts and transaction reports to a networked printer. Configuration for said workstations to the networked printer must be achieved without user assistance.
- k. Allow one jail workstation (currently property) to print checks (or issue other forms of credit) to a networked check printer. Configuration for said workstations to the networked printer must be achieved without user assistance.
- l. A positive pay checking account system to work in conjunction with the Jail's bank to verify checks.
- m. The system must allow for multiple cash drawers that can be assigned to specific workstations or shared amongst multiple workstations.
- n. Cash drawers must have the ability to be created by shift, department and or workstation.
- o. The system must provide an on-line "money count" option to assist in counting each cash drawer at shift change/cash drawer closeout. It must be printable at any time during the shift for cash drawer verification purposes.
- p. Generate receipts for all deposits with the ability to automate the receipt numbering system. Ability to print same with and without balance shown.
- q. Calculate and post all inmates' pays.
- r. Deduct on-line from an inmate's account for Commissary orders.
- s. Post inmate postage and other charges not already specified.
- t. Deduct on-line inmate money transfers that do not require the issuing of a check from an inmate.
- u. Post on-line credits for commissary orders, shortages, damages and releases.
- v. Create various reports, including at least:
 1. "Ledger" Report for each inmate.
 2. Check register Report.
 3. Debit Card Report
 4. Recoverables Report

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- w. Reporting of individual inmate accounts varying timeframes to include all transactions (deposits and withdrawals).
- x. Ability to create ad hoc reports to be generated from the vendor's software.
- y. Recoverable/Receivable reporting to include: inmates charged, paid, and due/outstanding amounts.
- z. Tier reports for each menu (unassigned, W2D, infracted medical, suicide, diabetic, etc.) with ability to restrict inmates or areas.
- aa. Bank reconciliation features to include, but not limited to the following:
 - 1. View and edit bank reconciliations by bank and date range.
 - 2. List all payments and deposits in separate panels that allow for each panel to be viewed in full view.
 - 3. User ability to add voided checks to a bank statement.
 - 4. Provide detailed information of each transaction on the bank reconciliation.
 - 5. Allow the user to manually lock each bank reconciliation when reconciled or unlock any transaction inside a statement if the status of the transaction must be changed.
 - 6. Allow the user to modify information in a bank statement after it has already been created.
 - 7. The ability to generate summary and detail reports for each bank statement.
 - 8. Allow the user to review and search transactions by type (check only, other payments/deposits, etc.), status, date, check number or amount range, accounting event, resident ID number and payee name.
 - 9. Allow the user the ability to print all or manually selected transactions for auditing purposes.
- bb. Commissary restrictions must be able to include at a minimum: quantity per order, quantity per time span, orders per time span, disallowed items per person/location, category restriction, spending limits, restriction by specification or location.
- cc. Vendor is required to supply and service all hardware necessary for their staff to complete the tasks associated with the contract as well as any specialty or specific (check printer, scanner, debit card devices, etc.) items needed for contract fulfillment.
- I. Security Clearance: Contract will include a security agreement for access to CJIS information. All persons associated with the contract will pass a Jail Clearance and associated CJIS clearance. Form is **Attachment F**.
- J. Optional Services: In addition to all required services the County is interested in exploring proposers' capabilities for optional or improved processes for any of the above items. Of specific interest are:
 - 1. Software or Hardware tools that automate or simplify staff intensive processes – e.g.,
 - Receipting
 - Reconciliation
 - Deposits of money at booking
 - Distribution of funds at release
 - Bail options
 - 2. Reward Capabilities – e.g.,
 - Chuckwagon type services
 - Compensation for proposed services would be explored through commission rates, transaction fees or a combination and weighed against net benefit or cost to the County.

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<p>2. County Performed Work</p>	<p>The County has identified a commissary order, delivery and distribution schedule that conforms to the operational needs of the department. An existing set of policies, procedures and controls regarding this function are already in existence. These may be adjusted through a negotiated process.</p> <p>The department will continue to administer the commissary function.</p>
<p>3. Deliverables & Schedule</p>	<p>The County has scheduled for the successful vendor to assume full commissary responsibilities on January 1, 2025. The County is planning a sixty (60) day planning testing period after a contract has been signed with the selected proposer. After planning and testing, there will be a thirty (30) day implementation period during which all necessary data migration will occur.</p> <p>The winning vendor shall be completely responsible for any necessary customization or integration to their software to meet the County's needs, including the integration with the other existing JS vendor software applications. The jail management system (current vendor is EIS) and jail's inmate phone service provider (current vendor is ViaPath) for examples. These are to be completed during the implementation period.</p> <p>The vendor shall be responsible for fully training the Inmate Accounting Staff (2 people maximum) and the Corrections Staff on the respective aspects of the vendor's software that each will use. Necessary initial training will be conducted during the testing phase and completed no later than the first sixty (60) days of contract.</p> <p>On-going training will be required by the vendor as needs arise. Continual maintenance of system and on integration of other systems will be the responsibility of the vendor and will be completed in a timely manner as the need arises. Major upgrades will be provided throughout the length of the contract as the vendor rolls these out for production use.</p>
<p>4. Place of Performance</p>	<p>As reflected in this RFP, some aspects of the contract performance will take place in the County's facility, the Proposer's facility, or a third-party location. Works space will be available to accommodate several pieces of equipment for order processing and coordination of distribution.</p>
<p>5. Period of Performance</p>	<p>A contract awarded as a result of this RFP will be for five (5) years and is intended to begin on January 1, 2025 and end December 31, 2029.</p> <p>The anticipated contract value is \$1,480,000.00 including extensions. Final contract value will be determined by approved funding.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of six (6) additional years, in two (2) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date. Cost for additional option year(s) shall be reviewed prior to extension of the contract.</p> <p>The county also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in the county's judgment.</p>

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<p>6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition</p>	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATEMENT – SUPPLEMENTAL CRITERIA.</p> <p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
<p>7. Debarred/Suspended</p>	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
<p>8. Americans with Disabilities Act (ADA) Information</p>	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.</p>
<p>9. Public Disclosure</p>	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>

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<p>10. Insurance/Bond</p>	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.</p> <p>E. <u>Commercial General Liability (CGL) Insurance</u> Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$2,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.</p> <p>F. <u>Professional Liability (aka Errors and Omissions) & Cyber Liability</u> The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.</p> <p>G. <u>Umbrella Liability Coverage</u> Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability</p>
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	<p>policies without exception, including Commercial General Liability and Automobile Liability.</p> <p>H. <u>Additional Insured</u> Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none">✓ Prior to submission of proposal, confirm your organization is on the Plan Holders List below: <p>To view the Plan Holders List, click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none">• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

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Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	There are no plans to hold a pre-submittal meeting.
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is August 14, 2024 by 2:30 pm.</p> <p>An addendum will be issued no later than August 16, 2024 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <ol style="list-style-type: none"> 1. RFP Number and; 2. TITLE and; 3. Name and Address of the Proposer. <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed fifty (50) pages, excluding resumes, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p>

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	<p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, may be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2. Project Team	Proposals must include an organization chart showing, at a minimum, the regional and on-site functions and reporting relationships. If the successful proposer's technical support function is centralized, the organization chart must clearly identify how it relates to the on-site functionality and how they are accessed by County personnel. Proposals may also include resumes for Proposers regional management team and any on-site personnel.
3. Management Approach	Proposals may address their management approach they think will best convey their capabilities. However, they must include options to overcome the inevitable problems of technology, shipments, personnel, changes to personnel, and other items that could disrupt service.
4. Respondent's Capabilities	Proposals shall include at least three (3) references that use the current software version and delivery system submitted in this proposal.
5. Project Approach and Understanding	Proposals must include sufficient information and narrative to allow the County to determine the Proposers ability to satisfy the requirements. In addition, proposals must include a work/product flow in description or diagram for the entire process. From ordering thru billing process. This must include contingency processes for various outages, disruptions, weather, disturbances, or other foreseeable disruptions.
6. Proposed Cost	<p>The resulting contract should have no costs to the County. Funds for the contract will be generated from cost of goods sold.</p> <p>Consultants, integration, system upgrades, and all other services including catastrophic recovery should be included.</p> <p>County commission will fixed at a negotiated rate.</p>

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Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection												
1. Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review Committee. The Committee review results and recommendations may require presentation to an appropriate advisory board prior to the consent process with the Clark County Council.												
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A one hundred (100) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="402 684 1421 1272"> <tr> <td data-bbox="407 690 1344 810">Vendor Systems and Processes Based on supplied narrative as they relate to innovation and benefiting the operations of the Clark County Jail Services</td> <td data-bbox="1349 690 1416 810">25</td> </tr> <tr> <td data-bbox="407 816 1344 936">Products, Deliveries and Warehousing Capabilities Based on supplied narrative and supplied references. Reliability of deliveries, accuracy of orders, and consistency of products</td> <td data-bbox="1349 816 1416 936">25</td> </tr> <tr> <td data-bbox="407 942 1344 1062">Net Commissions and Operational Costs Implications Based on estimate of revenue generated. This amount should be consistent with local market prices, not exorbitant costs simple to generate funds.</td> <td data-bbox="1349 942 1416 1062">25</td> </tr> <tr> <td data-bbox="407 1068 1344 1146">Technical Response to RFP Meeting the needs and compliance with County requirements, JS, IT and Auditor</td> <td data-bbox="1349 1068 1416 1146">15</td> </tr> <tr> <td data-bbox="407 1152 1344 1209">Vendor History, Qualifications and References</td> <td data-bbox="1349 1152 1416 1209">10</td> </tr> <tr> <td data-bbox="407 1215 1344 1272" style="text-align: right;">Total Points</td> <td data-bbox="1349 1215 1416 1272">100</td> </tr> </table>	Vendor Systems and Processes Based on supplied narrative as they relate to innovation and benefiting the operations of the Clark County Jail Services	25	Products, Deliveries and Warehousing Capabilities Based on supplied narrative and supplied references. Reliability of deliveries, accuracy of orders, and consistency of products	25	Net Commissions and Operational Costs Implications Based on estimate of revenue generated. This amount should be consistent with local market prices, not exorbitant costs simple to generate funds.	25	Technical Response to RFP Meeting the needs and compliance with County requirements, JS, IT and Auditor	15	Vendor History, Qualifications and References	10	Total Points	100
Vendor Systems and Processes Based on supplied narrative as they relate to innovation and benefiting the operations of the Clark County Jail Services	25												
Products, Deliveries and Warehousing Capabilities Based on supplied narrative and supplied references. Reliability of deliveries, accuracy of orders, and consistency of products	25												
Net Commissions and Operational Costs Implications Based on estimate of revenue generated. This amount should be consistent with local market prices, not exorbitant costs simple to generate funds.	25												
Technical Response to RFP Meeting the needs and compliance with County requirements, JS, IT and Auditor	15												
Vendor History, Qualifications and References	10												
Total Points	100												
Section IIIB	Contract Award												
1. Consultant Selection	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>												
2. Contract Development	The proposal and all responses provided by the successful Proposer may become a part of the final contract.												

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3. Award Review	The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .
4. Orientation/Kick-off Meeting	There are no plans for a kick-off meeting.

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Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	
Tax Identification Number	

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None 1 2 3 4 5 6

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

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Attachment B: LETTER OF INTEREST

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the ‘Letter of Interest’ to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Mason@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

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Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



CLARK COUNTY DEPARTMENT OF JAIL SERVICES JAIL CLEARANCE APPLICATION & AGREEMENT

PLEASE PRINT CLEARLY

Rev 01/23

Page 1 of 2

Last Name			First Name			M.I.	List any other names you have ever been known by				
Date of Birth (MM/DD/YYYY)		Birth State	Social Security Number			Race	Sex	Height	Weight	Hair	Eyes
Mailing Address <input type="checkbox"/> Work <input type="checkbox"/> Other						City		State		Zip Code	
Driver License Number		State	Phone <input type="checkbox"/> Work <input type="checkbox"/> Other		Phone <input type="checkbox"/> Work <input type="checkbox"/> Other		E-mail Address				
Purpose for access - <u>specify</u> applicable inmate(s), if applicable:				Employer, Program, or Project Representing			Your Position or Role				

<p>Return COMPLETED and SIGNED Application/Agreement AND <u>REQUIRED</u> supplemental materials to:</p> <p>EMAIL: cntyjailservicesadmin@clark.wa.gov FAX: (564) 397-6010 Drop Off: 707 W. 13th ST, Vancouver, WA 98660 Mail To: P.O. BOX 5000, Vancouver, WA 98666</p>	<p>PROVIDE APPLICABLE SUPPLEMENTAL MATERIALS</p> <ul style="list-style-type: none"> ▪ Valid government issued photo identification ▪ Professional license or certification of qualifications ▪ Court order, authorization from Indigent Defense or written request from counsel ▪ Employment identification or personal business card ▪ Copy of active Certification/Commission if LEO/Peace Officer ▪ Referral letter from designated employment or program coordinator 	<p>Professional Visiting Hours</p> <p>8:00 A.M. - 11:30 A.M. 11:30 - 1:00 P.M. CLOSED 1:00 P.M. - 4:30 P.M. 4:30 - 6:00 P.M. CLOSED 6:00 - 10:00 P.M.</p> <p>Hours may vary due to operational needs. Call (564) 397-4996 to verify.</p>
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PLEASE READ AND ACKNOWLEDGE UNDERSTANDING WITH SIGNATURES ON PAGES 1 & 2

- I am aware that incomplete applications, and those lacking required supplemental materials (listed above) WILL NOT be processed. I have had my questions and concerns addressed by a staff member prior to submitting this application and understand processing may take approximately 10 days. I agree to update Jail Services Administration with any changes to my contact information, at least annually.
- I shall bring valid government issued photo identification (ID ex. driver's license) each time I visit. At check-in, I understand I must exchange my ID for a visitor pass prior to accessing secured areas of the facility. I am aware that I may request to be placed in a visiting area more restrictive than the level for which I am eligible (ex. Non-Contact rather than direct Contact) for my own level of comfort and exposure to inmates. I agree to wear the issued pass and keep it visible to jail staff at all times. I agree to immediately report the loss of the pass, locker key(s), and/or personal property to a duty Sergeant.
- I acknowledge and fully understand clearance and facility access is only authorized for official business (employment and/or other professional purposes ie legal proceedings, court processes, health/welfare, safety/security, etc.), or preauthorized program or education engagement. I recognize I am not allowed to have contact with incarcerated friends or family members. Any contact I may have with incarcerated friends or family will be accomplished in accordance with standard inmate visiting rules and protocols, separate from this agreement, and I agree to notify the duty Sergeant immediately regarding potential conflicts that may arise. I understand the jail is open for professional visits during specific hours, and that access is granted on a first come first served basis according to purpose and the facility's operational needs. I expect reasonable delays and shall conduct myself in a professional and courteous manner at all times.
- If I violate any part of this agreement, I understand authorization for access to the facility may be suspended or permanently revoked, and that all decisions are at the sole discretion of Jail Services Administration.
- I authorize the Clark County Dept. of Jail Services to complete a full criminal history check and any applicable background investigation in order to obtain authorization to access the secured portion of the facility. I certify I am of lawful age and legally competent to sign this application, or the legal guardian of the above named tour applicant.

X _____

SIGNATURE1 OF 2DATE

OFFICIAL USE ONLY	<input type="checkbox"/> FULL <input type="checkbox"/> ONE <input type="checkbox"/> TEMP UNTIL _____ <input type="checkbox"/> AS NEEDED		<input type="checkbox"/> CONTACT <input type="checkbox"/> NON-CONTACT <input type="checkbox"/> ACCOMPANIED <input type="checkbox"/> ESCORTED TOUR <input type="checkbox"/> SEE COMMENTS		<input type="checkbox"/> MEDICAL <input type="checkbox"/> SERVICE AREA <input type="checkbox"/> H POD/JWC <input type="checkbox"/> LIFELINE HLWY		<input type="checkbox"/> TOUR <input type="checkbox"/> INTERN _____		<input type="checkbox"/> PROGRAMS - ALL <input type="checkbox"/> COURT <input type="checkbox"/> SCREEN <input type="checkbox"/> GRANT <input type="checkbox"/> SPONSOR		JMS ENTERED PSN & DATE
	<input type="checkbox"/> DL <input type="checkbox"/> RMS/JMS LOCAL <input type="checkbox"/> NLETS/WACIC/WASIS/NCICIII/FORS SID/FBI/DOC # _____		<input type="checkbox"/> SUPPLEMENTALS <input type="checkbox"/> PROFESSIONAL CREDENTIAL _____		<input type="checkbox"/> CJIS REQUIRED <input type="checkbox"/> ATTORNEY PHONE		CRIMINAL CHECK PSN & DATE	JMS UPDATE RECORD PSN & DATE	<input type="checkbox"/> APPLICANT <input type="checkbox"/> COORDINATOR <input type="checkbox"/> EMAIL <input type="checkbox"/> IN PERSON		NOTIFIED PSN & DATE
	RECEIVED DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	APPROVED	DENIED	REVIEWER	DATE			
		NEW	UPDATE	TOUR							

PLEASE READ AND ACKNOWLEDGE UNDERSTANDING WITH SIGNATURE BELOW

- I understand the Clark County Jail (CCJ) will ensure that appropriate Auxiliary Aids and Services are made available to inmates, visitors, and other members of the public who interact with the CCJ, who have ADA or communication disabilities where such aids and services are necessary to ensure they may participate in or benefit from the CCJ's services, programs, or activities on an equal basis with others. I agree to notify staff and contact the agency's Effective Communication Coordinator to request accommodations, if necessary.
***** ECC Coordinator (564) 397-2207 or correctionsECC@clark.wa.gov*****
- I agree to abide by all laws, general orders/policies, rules, and regulations set forth by the Clark County Dept. of Jail Services and the State of Washington while in the facility. Additionally, I shall obey all instructions and commands given by the deputies in the facility. I recognize that I am liable for my actions while in the Clark County Jail and that any illegal activity will be prosecuted to the fullest extent of the law.
- I shall adhere to the policies and practices of the Clark County Dept. of Jail Services as they relate to the Federal Prison Rape Elimination Act (PREA), Public Law 108-79, except as otherwise required by law or the rules of professional conduct as required by my profession. I have requested clarification from staff on my questions and understand the Clark County Jail has a zero-tolerance policy clearly prohibiting any form of sexual activity or harassment. I understand that any physical contact with inmates is strictly prohibited.
- I acknowledge and understand that inmate information and records are confidential and not subject to disclosure pursuant to RCW 70.48.100, except as authorized by law. I understand that any unauthorized disclosure of inmate information may subject me to civil action and/or criminal prosecution, which is punishable by a fine of not more than \$500 in case of a first offense, and \$5000 in a case of each subsequent offense. 42CFR 2.4, 290ee-3(f), and 290dd-3(f).
- I agree to keep confidential anything I may observe while in the secured portion of the facility, except as otherwise required by law or the rules of professional conduct required by my profession. I shall not divulge, publish or otherwise make known to any unauthorized party, orally or in writing, any information concerning an inmate of this agency as prescribed in part by the Federal Confidentiality of Alcohol and Drug Regulations 42CFR Part 2. However, I shall report to staff without delay, any condition, activity, or unusual behavior which may be illegal, dangerous, or potentially dangerous, except as otherwise required by law or the rules of professional conduct as required by my profession.
- I shall report to staff any time-sensitive information or observations obtained during the visit that have caused me to believe that an inmate is experiencing or has recently experienced a serious health or safety concern (ex. suicidal/homicidal statements or ideation, sexual/physical victimization, reported/obvious health issue, etc.) while in custody, except as prohibited by the Rules of Professional Conduct.
- I recognize that while in the facility there may arise situations which might result in exposure to danger or physical harm. I acknowledge these risks and understand I may elect a Non-Contact or Video visiting area at any time. I acknowledge that should I be injured while engaged in any authorized service while in the facility, I shall obtain and submit a Clark County accident form to the duty Sergeant. While in the jail, I agree to properly wear any/all personal protective equipment (PPE) necessary or required to limit potential exchange/exposure of myself/others to pathogens/hazardous materials I may introduce/encounter.
- I shall not bring weapons of any kind into the Clark County Jail or Law Enforcement Center (including but not limited to firearms, blades and/or sharp objects, unauthorized tools, chemicals, etc.). I understand weapons lockers are available to law enforcement personnel upon request.
- I shall not bring anything into secured or controlled areas except items required to complete the reason for entry and understand that all items, with the exception of legal paperwork, are subject to search. I understand all tools, equipment, or electronic devices must be disclosed and approved prior to entering, and loaning or use outside authorized channels or for purposes outside legitimate court reason is strictly prohibited. I shall not bring food, beverages, tobacco products, or controlled substances or drugs (legal or illegal) into the building. I shall not bring in contraband, leave any item unsecured or unattended (even in an interview room), or allow an inmate to use any item without prior staff authorization.
- I shall not buy, give, share, exchange, etc., any messages, money or contraband (any item, legal or illegal, brought into the facility without proper authority) to any offender in custody of the jail. I acknowledge that I could be criminally prosecuted for doing so.
- I shall not report to the jail under the influence of a controlled substance, drugs or alcohol. I shall dress according to standard visiting rules (appropriate fit/not transparent or revealing/skirts and shorts no higher than 3" above the knee, and footwear appropriate to the environment). I understand only necessary personal items are allowed in the facility and agree to secure all other items prior to entering the secured portion of the jail. If I am in the facility when the jail is entering routine lockdown times, I shall conclude my business, gather my belongings, and exit the facility promptly. In the event of an emergency, I shall await assistance and/or instructions from a deputy.
- I shall not discriminate in my duties on the basis of race, color, sexual orientation or gender identity, sex, religion, marital status, creed, honorably discharged veteran or military status, national origin, or the presence of any physical, mental or sensory disability.
- I understand I may share, but not attempt to persuade any offender to convert to my religious belief.
- I understand that this agreement does not cease at such time as I am no longer involved with the Clark County Dept. of Jail Services.
- I have read and agree to all terms for clearance as outlined in the accompanying Jail Clearance Agreement (page 2), and understand the terms are binding.

X
SIGNATURE

2 OF 2

DATE

Clark County Jail

Order Form : UNASSIGNED ORDER FORM
Wednesday, May 22, 2024 @12:36

Name : _____ CFN : _____ Balance : _____
Block : _____ Tier : _____ Cell : _____

Table with 4 columns: Item ID, Description, Price, and Item ID. Lists various personal care products, snacks, and household items with their respective prices.

Signature: _____

Date: _____

Third Party Cyber Security Questionnaire

This questionnaire is used to assess the control environment of a third party that may handle, store or process sensitive data provided to them by Clark County. This questionnaire is one component of Clark County's ongoing due diligence and risk management process. This review will evaluate if proper information security controls are in place at the third party location in order to protect the confidentiality, integrity and availability of data.

INSTRUCTIONS

- 1) Complete the "Business Information" tab.
- 2) Answer all questions on the "Cyber Security Questions" tab.
- 3) If applicable, answer all questions on the "Data center" tab.

All answers and supporting documentation will be reviewed by Clark County's Security Committee, who may request further clarification. If Clark County enters into an agreement with you, some or all of the information provided in response to these questions may be incorporated into the agreement. The agreement will also contain a representation by you that all such information is accurate and complete as of the date you are signing the agreement and that no changes are planned as of such date except as specifically set forth in the agreement.

Business Information

Responders Name	
Responders Job Title	
Date of Response	
Clark County may have follow up questions to your responses. Please provide the name, email and phone of the person we should contact for more information.	
Company Profile	
Company name	
Location of data	
Location(s) where scoped systems and data is stored	
Name of third party data center, if applicable	
Provide location	
Name of any other location(s) where scoped system and data is stored	

ISO 27002:2013 Control Family	Questions	Responses
Physical and Environmental Security	Describe what physical security controls are deployed to protect your corporate and data center operation facilities.	
Physical and Environmental Security	Describe the organization's approach to ensuring storage media is wiped and/or destroyed prior to disposal and/or reuse.	
Physical and Environmental Security	Describe policies and controls in place for securing and protecting unattended infrastructure devices and network connections.	
Ops Security	How are the development, test, and production environments separated? What is the process for introducing changes to the environment? Please address how changes are planned and tested; this should include hardware, software, and configuration changes.	
Ops Security	What controls are in place to prevent malicious code from executing on information systems? Describe the approach to both prevention and detection of successful execution.	
Ops Security	Describe your organization's service and data backup strategy? When was your last successful test recovery of that environment?	
Ops Security	What kind of audit and event logs are being stored and reviewed? In your answer please address: What constitutes an event What systems are included	
Ops Security	How are audit logs protected and stored? Do they include authorization and access authentication logs?	
Ops Security	What tampering prevention and detection controls are in place over log collection systems?	
Ops Security	How are SysAdmin/operator actions and sessions monitored and reviewed on a regular basis?	
Ops Security	What are the controls in place to control and manage the installation and modification of installed software?	
Ops Security	Describe the process in place to handle vulnerability discovery and management? Please be sure to include how endpoint or "client-side" vulnerabilities are included in the process.	
Ops Security	What policies exist governing the installation of software by non-admin users on company assets? For this question, please focus on local administration privileges on end-user devices and software.	

Communication Security	Please describe control and monitoring systems in place to protect the information residing within your system. Scope should include mechanisms such as IDS and IPS systems.	
Communication Security	What controls are in place to ensure confidentiality and availability of inbound and outbound data?	
Communication Security	Describe how systems, applications and processes are segregated from each other to ensure data integrity and confidentiality.	
System Acquisition, Development, and Management	How are modifications to installed systems and software monitored, restricted, and controlled?	
System Acquisition, Development, and Management	Please indicate whether or not an Enterprise Information Security Policy exists within the organization and what frameworks went into the development?	
System Acquisition, Development, and Management	How is security testing conducted during the development of an application or piece of software?	
Information Security Incident Management	Describe your organization's approach how information security incidents/events are reported.	
Information Security Incident Management	Describe the incident response plan's process flow from initial incident reporting to closure.	
Human Resource Security	Describe your organization's background screening process as it pertains to employees, contractors, consultants, etc. .	
Human Resource Security	Describe the organization's approach to providing information security awareness training to all users of their corporate network (employees, contractors, consultants etc.)	
Asset Management	Describe how the organization maintains an hardware inventory of all the devices on the network.	
	Describe how the organization maintains an software inventory of all the software that is allowed for use on the network.	
Asset Management	Describe how the organization controls and manages the use of removable media on the network.	
Access Control	Describe how the organization's Access Control policy is utilized in the provisioning and de-provisioning of access to their information systems.	
Access Control	Describe how the organization establishes the appropriate levels of access for its users.	
Access Control	Describe the approval process for granting privileged access.	
Access Control	Describe the organization's password reset procedures.	
Access Control	Describe the organization's approach to user access reviews.	
Access Control	Describe the organization's termination and/or role change process as it pertains to access control.	
Access Control	Describe what guidance is given users in regards to managing their authentication credentials.	

Access Control	Describe the authentication mechanisms used in order for a user to log onto the organization's network (locally and remotely).	
	Describe the authentication mechanisms in which privileged users log onto the organization's network (locally and remotely).	
	Describe the organization's approach to handling session inactivity.	
Access Control	Describe the organization's password management system: Number of characters? Complexity? History/Reuse? Frequency of change? Visible when enter? Encrypted in storage? Encrypted in transit?	
Access Control	How is access to program source code controlled/restricted?	
	Is that access logged?	
Supplier Relationships	Describe what security controls are in place for suppliers/vendors/consultants who will have access to information systems that contain data	
Information Security Aspects of Business Continuity Management	Describe what processes, procedures and controls your organization will leverage during a disaster recovery/business continuity event in order to safeguard data and resume their contracted support services.	
Information Security Aspects of Business Continuity Management	Describe how your organization will review and tests processes, procedures and controls leveraged to safeguard data during a disaster recovery/business continuity event.	

Questions	Responses
Data Center Network Security:	
Are up to date network diagrams maintained? If so, how is access to them restricted	
How is access to network devices (routers, hubs, etc.) controlled	
Do situations exist where the User ID and password are shared between individuals? If so, provide your controls.	
Do formal documented, detailed procedures for handling security incidents exist?	
Are established, documented, procedures in place for patching against vulnerabilities	
Are security violation events logged, monitored/reviewed/reported and followed up on	
How many security violations were investigated in the last 12 months	
Briefly explain the procedures used to perform vulnerability assessments.	
Are external penetration/vulnerability tests performed internally or by a third party on a regular basis?	
Are automatic alerts generated when critical systems reach specific thresholds (for instance, a sustained and unexpected spike in traffic)	
What solutions are used to provide remote access to your network? Please provide details.	
Are the security services that provide protection from the Internet owned and administered by your company?	
Please describe the solution used to protect servers and workstations from viruses.	
Are procedures in place to facilitate configuration change management? If yes, please explain.	
Data Center Physical Security:	
Please provide the address for all locations where Clark County data will reside if a contract is entered into with your company. Then answer the following questions as they pertain to those locations.	
How is physical access to rooms and buildings controlled	
How is physical access to network devices and systems controlled	
Is disk storage media ever sent offsite for any reason? If so, state each reason or circumstance for which such media may be sent offsite (such as for repairs) and state what precautions are taken to protect information contained on such media.	
Are visitors required to sign guest logs indicating purpose of visit and arrival/departure times	
Are visitors escorted at all times by authorized security personnel	
Do other tenants reside in your building? If so, what physical security separates the tenants	