

REQUEST FOR RESPONSE

FOR AN

INMATE COMMUNICATION SYSTEM

**COMMONWEALTH OF MASSACHUSETTS
BARNSTABLE COUNTY SHERIFF'S OFFICE
6000 SHERIFF'S PLACE
BOURNE, MA 02532**

**SHARON ROGERS, PROCUREMENT OFFICER
SROGERS@BSHERIFF.NET
(508) 563.4343
(508) 563.4374**



TABLE OF CONTENTS

CONTENT	PAGE
A. RFR OBJECTIVE	4
B. GENERAL RFR INFORMATION	4
1. Applicable Procurement Law	4
2. Acquisition Method	4
3. Proposal Submission costs	4
4. Vendor disability accommodations	4
C. SCOPE OF SERVICES/PRODUCT REQUIREMENTS	4
1. Current Service Environment	4
2. Requested Equipment & Service	5
3. Technical Requirements and Specifications	6
4. Mandatory Equipment Requirements	8
5. Systems and Operational Requirements	8
6. Data Back-up and Security	9
7. Installation Requirements	9
8. Maintenance, Service and Support Requirements	10
9. Reporting Requirements	11
10. Monitoring Requirements	11
11. System Accountability Requirements	12
12. Transition and Implementation Requirements	13
13. Training Requirements	13
14. Performance Monitoring and Compliance Requirements	13
D. RFR BID SCHEDULE, CONTRACT AWARD & TERMS	13
1. Procurement Calendar	13
2. Mandatory Vendor's Conference	14
3. Product Presentations	14
4. Addendum	14
5. Contract Term	14
6. Eligible Entities	14
7. Contract Award	14
8. Contract Execution	14
9. Contract Performance	15
10. Assignment by Vendor	15
11. Delegation	15
12. Termination	15
13. Office's Remedies Upon Termination for Cause or for Emergencies	15
14. Obligation in Event of Termination	15
E. BID PRICING CONSIDERATION	15
1. Telephone Rates, Commissions and Commission Accountability	15
2. Equipment and Services	16
3. Ownership of Furnishings & Equipment	16
4. Alternatives	17
5. Brand Name or Equal	17
6. Tax Exempt	17
7. Delivery & Installation Scheduling	17
F. GENERAL INFORMATION	18
1. Vendor Communications	18
2. Written Inquiries	18
3. Conflict of Interest	18
4. Political Activity Prohibited	18
5. Public Records	18
6. Jurisdiction	18
7. Severable Sections Do Not Affect Entire Contract	18
8. <i>Force Majeure</i>	18
9. Notices	19
G. COMPLIANCE REQUIREMENTS	19
1. Federal, State and Local Laws	19
2. Familiarity with Requirements	19
3. Independent Party	19
4. ADA, Regulatory Compliance and Standards	19
5. Publicity	19
6. Equal Opportunity	19

7.	Background Checks	19
8.	Prison Rape Elimination Act	19
9.	Indemnification	20
10.	Confidentiality	20
11.	Anti-Boycott Warranty	21
12.	Information Technology Clarification of Language in Section 11	21
13.	Emergency Standby for Commodities and/or Services	21
14.	Interfacing with other Vendors	21
15.	Prime Vendors and Subcontractors	22
16.	Licensing	22
17.	Prevailing Wage	22
18.	Insurance	22
19.	Bonds	22
H. BID RESPONSE INFORMATION		23
1.	Instructions for Submission of RFR Responses	23
2.	Paper Submission	23
3.	Required Contract Attachments and BCSO Forms	23
ATTACHMENTS		
<ul style="list-style-type: none"> • Required Documents • Vendor Information Form* • Vendor Qualifications Form • Bid Pricing Response Form* • Evaluation Criteria • State Standard Contract and Terms and Conditions Form 		
*Must be completed and returned with Bid		

The Commonwealth of Massachusetts, Barnstable County Sheriff's Office (BCSO) is publishing this Request for Response (RFR) for an **Inmate Communications System** for inmates housed at the Barnstable County Correctional Facility in Bourne, Massachusetts.

A. RFR OBJECTIVE:

The objective of this Request for Response is to solicit and obtain responses from qualified vendors to provide all equipment, software, labor and maintenance support for the installation, implementation, operation and management of a full-scale, state-of-the-art, turnkey Inmate Communication System at the Barnstable County Correctional Facility which provides local, InterLATA, IntraLATA, and Interstate service, and should provide International service. The proposed system must be free of all costs and fees to the BCSO and must provide correctional grade coinless telephones and video visitation kiosks for use by BCCF inmates. This service will include a single primary vendor with end-to-end network and equipment responsibilities.

This RFR provides detailed instructions for vendors interested in submitting proposals in response to this RFR. Proposals shall include sufficient information to allow the BCSO to thoroughly evaluate each vendor. This RFR contains specific details with regard to equipment, system and administrative requirements so that each vendor will provide a written response that:

- Acknowledges and understands each and every requirement;
- Thoroughly explains how the vendor will accomplish the requirement.
- Provides specific performance measures so that BCSO can measure the vendor's performance.

B. GENERAL RFR INFORMATION:

1. **Applicable Procurement Law:** Request for Response procedures and award of the Contract shall be in accordance with the Commonwealth of Massachusetts Sheriff's Association Policy Governing the Procurement of Commodities and/or Services. This policy is promulgated under authority of Massachusetts General Laws (MGL) Chapter 34B §12, Chapter 61 of the Acts of 2009, MGL c.7, §22, MGL c. 30, §51 and MGL c. 30 §52, as amended, plus all applicable Federal, State and Local laws and regulations.

2. **Acquisition Method:** The Vendor will pay commission to the BCSO based on a fixed percent of the gross revenue generated from the inmate communications systems.

3. **Proposal submission costs:** The BCSO will not be responsible for any costs or expenses incurred by Vendors relative to their bid response.

4. **Vendor disability accommodations:** Vendors with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis and the BCSO reserves the right to reject requests deemed unreasonable.

C. SCOPE OF SERVICES/PRODUCT REQUIREMENTS

1. **Current Service Environment:**

The current communications system is a web-based, coinless phone Secure Call Platform system provided by Securus Technologies. Securus provides all local exchange services; Intra and Inter-LATA collect call services, all inmate telephone hardware, software, site processors, a centralized database of locations, inmate tip lines, maintenance and repair, and call tracking. Currently, the BCSO does not provide video visitation service to the inmates housed at the Barnstable County Correctional Facility.

All calls, with the exception of international calls, are placed without the involvement of a live operator, and identified to the recipient as a call from an inmate housed at the Barnstable County Correctional Facility. Inmates are required to use a personal identification number (PIN) to place all calls. All calls, with the exception of telephone calls to attorneys, are recorded.

Current allocation of phones installed at the BCCF:

Area	Number of Coinless Phones	Number of hearing impaired phones	Number of coinless, speaker only phones
Pod A	9	1	
Pod B	4	1	
Pod C	8	1	
Pod D	3	1	
Pod E	5	1	
Pod F	1	1	
Pod G	1	1	
Pod H	2	1	
Pod J	5	2	
Pod K	6	1	
Pod L	6	1	
Pod M	6	1	
Visits	72*		
Intake	1	2	7 (with volume control)
TOTAL:	129	15	7

*Visits has 72 phones (1 handset for inmate/2 for visitors in 24 visit booths)

2. Requested Equipment & Service:

The BCSO requires the following equipment in response to any contract awarded as a result of this Request for Response for an Inmate Communication System:

Phones and Video Kiosks: The Responder must provide a minimum of the following correctional grade telephone and video kiosk equipment free of defects, in new condition, with state-of-the-art technology in each of the following areas for the entire term of the contract and any renewal thereof unless otherwise agreed to by the BCSO:

Area	Number of Coinless Phones	Coinless, hearing impaired phones	Coinless, speaker only phones	Video Kiosks	Portable Video Kiosk Units
Pod A	9	1			
Pod B	4	1			
Pod C	8	1			
Pod D	3	1			
Pod E	4	1		1**	
Pod F	1	1			
Pod G	1	1			
Pod H	2	1			
Pod J	5	2			
Pod K	6	1			
Pod L	4	1		1**	
Pod M	6	1		1**	
Visits	72				
Intake	1	2	7		
Special Operations					3
TOTAL:	126	15	7	3	3

**A minimum of 1 video kiosk must be installed in Pods E, L, & M at the outset of the contract. Vendor may remove or install additional telephones and video kiosks throughout the BCCF based upon inmate population and/or as deemed necessary by the BCSO. The BCSO reserves the final right of approval for any change in equipment requirements as set forth above.

Equipment provided must meet or exceed the following requirements:

2.1 The vendor must be able to provide a full-scale, state-of-the-art web based telephone and video visitation system. The system must have the on-site capability of controlling and restricting inmate usage according to BCSO requirements, and the vendor must have corresponding staff to administer the system and monitor inmate-communications. Management and monitoring of inmate communication systems usage are critical components of these services. As such, vendors responding to this RFR must include a narrative that explains how their system and staff will accomplish performance and accountability in this area.

2.2 The vendor will provide, at no cost to the BCSO, one full-time or two part-time (for a total of 40 hours per week) on-site support person(s) to provide overall management and phone monitoring of the system and act as a liaison between the BCSO and Vendor. All employees and contractors hired by the Vendor are subject to a BCSO background check and must be approved by the BCSO prior to admittance to the BCCF. Vendor agrees to pay approved employees a minimum hourly wage of \$25.00.

2.3 The vendor will provide system capacity for remote monitoring for on-site monitoring of live-calls and archived-calls by the BCSO, including all video visitation calls.

2.4 Vendor must agree to work cooperatively with the BCSO during the negotiation, implementation and administration of the contract.

2.5 The vendor must disclose and thoroughly explain all policies and business rules, including but not limited to call blocking, fraud and bad-debt control; and provide details regarding how the vendor handles and bills these calls.

3. Technical Requirements and Specifications

3.1 The system must be free from defects. Any problems associated with the hardware and/or software must be corrected by the vendor at no cost to the BCSO throughout the life of the contract.

3.2 Explain the procedure the BCSO would use to request changes to the number of inmate telephones and video visitation kiosks and the notification requirements for approving additional facility areas for video visitation usage.

3.3 All inmate telephones and video kiosks must be attached to an inmate control system. The system must have the capability of allowing the BCSO to monitor, control and record all inmate use (with the exception of calls and video visitations between an inmate and his/her legal counsel.)

3.4 Describe your proposed prepaid calling system, a detailed explanation of other options offered by the vendor for the public to use to establish a prepaid calling account.

3.5 The system must process all inmate communications on an outgoing and prepaid call basis. All inmate calls must be processed by an automated operator, the BCSO will not allow access to a live operator at any time. Describe, in detail, how the system processes automated calls. All phones must limit one call per connection and prevent pulse dialing, and "hacking." No incoming calls shall be permitted.

3.6 The BCSO is considering an interface between its inmate phone system and its inmate commissary accounts (currently provided by Keefe Commissary) for the purposes of commissary account balance inquiries and transfer of available account funds to a separate inmate account set up for debit calling by inmates. If vendor has implemented this type of program in other detention facilities of similar size, describe the process for implementation of this service with the commissary vendor, the name of the facility, the point of contact, the inmate population and the date the interface was implemented. Please provide all costs and fees to be charged to an inmate for this service and describe the impact, if any, on the revenues generated by calls placed thru inmate debit accounts.

3.7 The Vendor must have a program that will proactively attempt to set-up an account for called parties enabling the families to quickly communicate with incarcerated individuals. Please describe in detail the process utilized by the vendor to accomplish this function.

3.8 Explain, in detail, how the inmate places a call from off-hook to acceptance by the called party. State how long the process takes. State the exact time billing of the call begins.

3.9 Vendors must provide a voice biometric to provide positive identification of the inmate prior to placing the call. Explain, in detail, how the voice biometric will provide positive identification of the inmate placing the call. Provide information concerning the biometric registration process and the impact on staff to register the inmate.

- 3.11 The telephone system shall have the capability of detecting when a call is being transferred by a three-way calling system and to block any attempt to transfer a call.
- 3.10 The system must have a pre-recorded message so that when the call recipient answers the telephone, the system will announce the call and inform the called party, name of the facility, and that the telephone call may be monitored and/or recorded. The pre-recorded message must be audible by both the inmate and the call recipient. Pre-recorded messages must be available in English and Spanish. The vendor should include any other languages that the system may have available for the pre-recorded message.
- 3.11 In compliance with FCC regulations, the system must be capable of informing the called party of the amount that will be billed for the call prior to acceptance of the call. State how the system accomplishes this. Indicate vendor's compliance with FCC regulations.
- 3.12 After a dialing a number, an inmate must be put "on hold" by the system but must be able to monitor the call progress without being able to communicate with the called party until the call is positively accepted by the called party. Describe the voice prompts the system uses to inform the inmate of call progress/call denial.
- 3.13 The system must allow for a call duration time limit set by the BCSO and a voice message must notify both parties one minute prior to call termination that the call will terminate in sixty seconds. The system must be adjustable to accommodate for changes to call duration time at the BCSO's discretion. Describe how parties are notified of call termination. Indicate the options available to BCSO staff.
- 3.14 The system must allow for shut off capabilities by the BCSO for both telephones and video visitation kiosks, so that shut off may be accomplished by system, housing unit, and/or individual unit. Explain, in detail, the system's capabilities and limitations for turning the equipment off.
- 3.15 Explain the vendor's capabilities and limitations for blocking telephone numbers. The BCSO, the vendor or the called party must be able to implement a block on telephone numbers. Indicate the average amount of time required to implement a block. Explain the procedure and time required to block a number in the event of an emergency.
- 3.16 The system shall detect the difference between an accepted call and an answering machine, busy signal, or other telephone activity. Please describe in detail.
- 3.17 Explain the procedure to request that a telephone number be un-blocked and by whom. Indicate the average amount of time required to implement the un-block procedure.
- 3.18 The system must have automatically-timed turn on/off features adjustable by the BCSO for different days of the week and programmable by each housing unit.
- 3.19 The BCSO grants free local telephone calls for inmates in the Intake Area. As such, the vendor must provide inmate telephones in the Intake Area that are capable of outgoing local telephone calls at no charge to the inmate or BCSO.
- 3.20 The BCSO reserves the right to designate telephone numbers that may be called by inmates at no charge to the inmate or BCSO, including but not limited to, the number for the Committee for Public Counsel, PREA hot lines, sexual misconduct tip lines, and local PD tip lines.
- 3.21 Describe, in detail, how your system uses personal identification numbers (PINs). Provide the process for inmates to make calls using a PIN. This should be an automatic process eliminating manual entry by the facility. If the vendor has used PINs in other jail facilities similar in size to this BCCF, include the name of each facility, the facility contact person and his/her current telephone number and describe the success of the implementation and ongoing administration of the PIN functions at each facility. Include the amount of administrative time required to administer the personal identifier system, and explain the impact, if any, of the PIN system on revenues.
- 3.22 The BCSO desires the ability for inmates to receive voice mail messages. If the vendor has implemented this type of program in other detention facilities similar in size to the BCCF, the vendor should provide the facility name(s), contact and current telephone number, the inmate population, the date the interface was implemented and any costs or fees that may be charged to inmates for this service.
- 3.23 The vendor must describe how future system upgrades will be made available and installed after the initial installation of the system and prior to the end of the first three (3) year contract cycle. Upgrades to the system should be kept current with other detention agency systems in the United States. When another agency's system is upgraded during the term of its contract, the BCSO's system should be upgraded to the same level as the other institution within ninety (90) days. These upgrades must be at no cost to the BCSO.
- 3.24 The vendor must describe how future system upgrades will be made available and installed after the initial installation of the system and prior to the end of the each of the one year contract renewal terms. Upgrades to the system

should be kept current with other detention agency systems in the United States. When another agency's system is upgraded during the term of its contract, the BCSO's system should be upgraded to the same level as the other institution. These upgrades must be at no cost to the BCSO.

4. Mandatory Equipment Requirements

4.1 All equipment, wiring and supporting equipment and hardware must be mounted compatible with standard vendor mountings and existing mounting structures in the offender living areas. The telephones and video visitation kiosks must be line powered, requiring no AC power, backup batteries, and require no electricity to be run to telephones located in the cellblocks.

4.2 All inmate communication equipment must be designed, engineered and manufactured to guard against inmate abuse and natural elements.

4.3 All inmate communication equipment must be heavy duty and institutional-type, suitable for use in a detention facility. They must be tamperproof, with steel encased housings and shockproof keypads. All handsets must be of heavy-duty construction with no removable parts. The handset cord must be armored with a stainless steel lanyard. All instruments must be waterproof, fireproof and feature Dual Tone Multi Frequency (DTMF) dialing. Telephones and video kiosks must have locked mountings to the wall. Explain, in detail, the equipment being proposed. Discuss the security features of the equipment being proposed. Include illustrations.

4.4 Equipment requirements for correctional grade, cordless, single-piece, non-coin operated, durable, tamper-resistant telephones and video visitation kiosks suitable for use in a detention facility are set forth in Paragraph 2 above.

4.5 The BCSO requires a minimum of 2 Telephone Device for the Deaf (TDD) units to be provided in the Intake Area. The TDD units must be durable, tamper-resistant, designed specifically for offender use and suitable for use in a detention facility. Vendor's are encouraged to propose reliable solutions to meet these needs.

4.6 The vendor will provide three (3) correctional grade, movable pedestal mounted video kiosks on casters for use in designated areas of the facility along with sufficient cord to connect the units to the wall mounted receptacle.

4.7 The vendor must be responsible for providing and installing isolation panels, mounting hardware, signage and other ancillary items associated with or necessary to providing the service, at no cost to the BCSO.

4.8 All telephones and video kiosks must be line powered and have UPS back-up power capability. The vendor must provide system capabilities for prevention of power surges and equipment capabilities for prevention of power outages. The vendor must detail the time frame that the system can remain operable in the event of a loss of commercial power, the method of ensuring operation in the event of a loss of commercial power and the electrical and back-up power supply being proposed.

5. Systems and Operational Requirements

5.1 All equipment must be new, correctional grade, state of the art equipment, completely operational at cutover .

5.2 All equipment must comply with FCC rules and meet or exceed all applicable codes and standards for installation and service.

5.3 All systems proposed must meet the current American Disabilities Act (ADA) standards. Additional actions or remedies required to bring vendor's system into current or future compliance with ADA standards will be the responsibility of the vendor, who must bear all system-related costs associated with ADA compliance.

5.4 The sytem must have the capability of operating on the most current Windows-based platform and be monitored from any terminal on the network, if desired.

5.5 The vendor must provide a system that uses a Windows-based graphical user interface (GUI) for system administration, monitoring and reporting functions.

5.6 All configuration parameters of the system must be able to be modified from selected terminals on the network provided the user has the security clearance.

5.7 The vendor will establish a relationship with a member of the BCSO's Staff to enable that member to monitor and possibly troubleshoot any issues that arise with the system.

5.8 The system must provide audio quality, which meets or exceeds industry standards for transmitted and received levels, noise, cross talk and frequency range. Provide information that explains how the vendor monitors audio quality.

5.9 Provide the steps taken by the vendor to ensure that offenders can obtain dial tone during peak calling times. Provide the vendor's plan, if any, to utilize line concentration, and the ratio of lines to phones/video kiosks being proposed and how this will be accomplished. Disclose and explain the vendor's policies and procedures for monitoring access.

5.10 The system must be flexible and capable of transferring data and timing to and from a hard drive or external storage device. The architecture must be expandable to accommodate future growth and change outs. Call records stored and sent to billing and collection must match revenue summary reports to the BCSO. Explain, in detail, the architecture of

the system being proposed. Discuss the system's flexibility and adaptability. Include vendor's policy and procedure for enhancements.

5.11 Define the vendor's capability for three-way conference calling from the inmate phones including the controls the vendor has in place to limit three-way calling.

5.12 Please describe your proposed system applications and software for use with the telephone equipment required above, including but not limited to the following:

1. Voice biometrics;
2. Investigative applications;
3. Call reporting applications;
4. Call recording and monitoring applications;
5. Voice mail applications;
6. Video Visitation applications.

5.13 Please describe your proposed system applications and software for use with the video kiosks required above, including but not limited to the following:

1. Voice biometrics;
2. Investigative applications;
3. Call reporting applications;
4. Call recording and monitoring applications;
5. Voice mail applications;
6. Video visitation applications;
7. Sick call application;
8. Grievance application.

5.14 Please describe any other applications that may currently be available for both proposed telephones and video visitation kiosks.

6. Data Back-up and Security

6.1 The vendor must describe the steps that will be taken to ensure data integrity both in the local and/or central database(s) including security features that protect data from unauthorized access.

6.2 The vendor must provide all archival hardware, software and supplies and must perform all system and database backups and archiving.

6.3 The vendor must provide a system that maximizes the storage of data.

6.4 The vendor must provide a system that allows for the efficient transfer of archived data utilizing the newest, state-of-the-art hardware, software and storage. The archived data must be able to be read in the typical desktop workstation using software such as Windows Media Player or compatible. The vendor is responsible for ensuring that the data is compatible with the most common personal computer operating systems.

6.5 The vendor must be capable of recovering all system data using a system back up. Disclose and explain the vendor's procedures for ensuring integrity of all system data in the event of any of these cases and the manner and length of time in which the proposed system will recover from an emergency shutdown.

7. Installation Requirements

7.1 List the space, environmental and electrical power requirements for the offender inmate communications system.

7.2 The vendor must provide a detailed implementation plan designed to improve installation efficiency and minimize disruption during peak offender calling periods.

7.3 The vendor must conduct a thorough inspection of all inmate communications system equipment to ensure that they are 100% operational prior to cutover at the facility. Describe the vendor's testing and inspection procedures.

7.4 Explain how the BCSO is kept informed of installation progress and when and how the BCSO is notified of any delays.

7.5 Each telephone and video kiosk shall be marked with an identification number at the demarcation point within two days of installation.

7.6 Initial vendor installation of operating system requirements for telephones and video kiosks (including the portable video kiosks) should be based on full facility use.

8. Maintenance, Service and Support Requirements

8.1 The vendor will be responsible for all ongoing and routine maintenance of the system hardware and software. Describe in detail, the vendor's maintenance, service and support policies. The proposal should include a proposed preventative maintenance schedule for all hardware and software, and a log for equipment inspections and maintenance work performed that would be submitted to the BCSO on a monthly basis. Provide a sample log with the proposal.

8.2 The vendor will designate a single point of contact (of a technical nature) that will provide one-on-one, in-depth technical assistance for the maintenance of the system for all issues that may arise related to the operation, maintenance and support of the system.

8.3 At all times, while at the BCSO, Vendor staff shall comply with all the rules, regulations, directives and Operational Orders of the BCSO. The Vendor staff vehicles, if located on the grounds of the BCSO, shall be subject to search. Said rules shall be made available by the BCSO.

8.4 The BCSO reserves the right to restrict access to the facility or require immediate removal of vendor employees or contractors without prior notification to vendor

8.5 Explain, in detail, the vendor's definition of non-emergency service calls and its non-emergency response procedure, including the response times in the event of a non-emergency service call. Please describe how the BCSO is kept informed of progress.

8.6 Explain, in detail, the vendor's definition of an emergency service call and its emergency response procedure, including the response time for an emergency service call. Describe how the BCSO is kept informed of progress when an outage occurs.

8.7 The vendor will be required to provide a toll-free telephone number with access to a live operator twenty-four hours per day, seven days per week to BCSO staff for reporting service issues, nonscheduled maintenance and requests for system administration. Vendor must include the process it uses to respond to such calls, the average length of time BCSO staff must wait on hold before being connected with a vendor representative, and the average length of time it takes to resolve service calls.

8.8 Provide an escalation plan for resolution of complaints or problems that are not handled within normal response times. Identify the name, title and telephone number of management-level employees to be contacted above the person responsible for the account. Disclose and explain the procedure for notifying the next level, including the timetable for notification.

8.9 Due to the possibility of lightning strikes at the facility which may affect service, vendor must provide a description of its surge/strike protection for the proposed system.

8.10 The vendor will maintain on-site at the BCSO a stock of commonly used telephone parts (such as handsets, keypads, etc.)

8.11 State the location of the vendor's nearest service center to the BCSO. Indicate where additional or replacement parts are stored and the location of the person(s) responsible for monitoring operations and responding to maintenance or service calls. Vendor must guarantee that it will provide telephone equipment personnel who have been fully trained, manufacturer certified, and/or qualified on the equipment and software to be installed at the BCSO.

8.12 Define the features and/or functions of the system that are controlled, programmed or implemented from remote facilities. State how often functions are updated and by whom. Describe how the telephones are polled by the system, how often this occurs and the information gathered during remote diagnostics. Indicate the point in this process the vendor and the BCSO are informed that one or more phones may be down. Include vendor's track record in remote diagnostics, and the vendor's policies and procedures for notifying the BCSO of scheduled service or maintenance that may result in a service interruption to any offender telephone or service.

8.13 The vendors must provide a system that does not need to be taken "off-line" in order to make changes, additions or retrieve reports.

8.14 Explain the vendor's policy on call traffic analysis. How often does the vendor analyse call traffic? What are the steps included in the analysis?

8.15 Disclose and explain the vendor's policy/procedure to add, move, upgrade and/or change equipment hardware and software. Include the procedures that would be used by the BCSO to obtain upgrades/enhancements from the vendor.

8.16 The vendor must provide all necessary labor, parts, materials and transportation to maintain all proposed telephones and video kiosks and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract. The equipment installed at the BCSO will remain the sole and exclusive property of the vendor. The BCSO will not be responsible for any damage to equipment regardless of cause, throughout the life of the contract.

8.17 The vendor must be responsible for complying with and updating the entire inmate communication system to interface with any BCSO operating system upgrades or changes, and comply with any federal, state or local municipal regulatory changes and/or requirements during the life of the contract, in a timely fashion and free of cost to the BCSO.

9. Reporting Requirements:

9.1 The BCSO requires the ability to run and print all call and system usage reports originating from the BCCF inmate communication system equipment.

9.2 The system must have the ability to provide printed reports on a daily, weekly, monthly, yearly, or real time basis as per following examples. The data should be archived for a minimum of three (3) years and capable of being immediately retrieved.

a. Calls by date; state; out of state; international; per hour per telephone/video kiosk; per hour per housing unit; per hour per system; by time of day; by duration; by type of call; and by number called.

b. Blocked Number Report by inmate telephone/video kiosk, housing unit, facility, system and blocked telephone number.

c. Frequently called numbers by inmate telephone/video kiosk from which the calls were made, housing unit, facility and system and by called telephone numbers.

d. Target/Hot numbers by telephone/video kiosk, housing unit and system.

e. Free legal calls by inmate telephone/video kiosk, housing unit, system and by telephone number.

f. Private legal calls by inmate telephone/video kiosk, housing unit, system and by telephone number.

g. Prepaid/debit calls by telephone/video kiosk, housing unit and system.

Explain, in detail, the system's architecture and ability to achieve this requirement.

9.3 Explain, in detail, video visitation reporting capabilities by date, time, duration.

9.4 If additional reports are available on an "as needed" basis, provide the procedure required to furnish the report to the facility and the length of time to produce the reports.

10. Monitoring Requirements

10.1 The vendor must provide the BCSO with the capability to turn off all inmate communications equipment by unit, by pod or by system. Please explain in detail the methodology provided.

10.2 The vendor must provide a full-scale, state-of-the-art communications security monitoring system that, when in use, is undetectable by the inmate at the facility. Provide monitoring, recording, and call logs (at a minimum). Please explain in detail the methodology provided.

10.3 The monitoring system must have the capability of controlling and restricting inmate equipment usage according to BCSO requirements. Management and monitoring of inmate usage are critical components of offender telephone services. As such, vendors responding to this RFR must include a narrative that explains how its system and staff will accomplish performance and accountability in this area. The monitoring system must allow the BCSO to turn an offender telephone and/or video kiosk on or off with an automated cut-off switch; monitor an inmate conversation or video visitation via speakerphone; and record an inmate conversation or video visitation.

10.4 The proposed system should have the ability to store up to three (3) years of recorded calls for immediate retrieval, allow search and playback within 30 seconds, have the capability of downloading selective recordings to disk (CD or DVD), have a "hot number" alert feature, offer live monitoring via workstation of a conversation to a "hot number" while the conversation is being recorded, or access to recorded conversations via computer playback via controlled modem access.

10.5 The proposed system should have the ability to store video visitations for immediate retrieval, allow search and playback within 30 seconds, have the capability of downloading selective recordings to a DVD, have a "hot account" alert feature, officer monitoring via workstation during live visitation, or access to the recorded visitations via computer playback. Please describe your ability to store video visitation recordings generated by this service including length of retention ability.

10.6 The proposed system must have the capability of deselecting the monitoring or recording function for specific telephones and telephone numbers (such as the Attorney calls) called by inmates, yet retaining the ability to record the date and time the number was called.

10.7 Describe, in detail, the capabilities and limitations of the system's recording and monitoring equipment and how it interfaces with the inmate telephone system. Describe all precautions the vendor and BCSO would use to guarantee security and ensure denial of unauthorized entry. Details must include if and how the system would flag that a call is to an attorney. Detail how the system/vendor ensures that numbers entered as 'private legal calls' are tracked, but never recorded.

10.8 The system shall be equipped with a remote conferencing feature and a notification feature for those numbers under surveillance. The feature will need to allow authorized personnel to monitor a call and receive notifications while the call is in progress. The call will need to be automatically conferenced to a predetermined investigator's telephone number in listen mode only once the call is accepted by the called party and in progress.

10.9 The system must allow for all calls remotely conferenced to designated personnel to be accepted by the individual with a unique PIN.

10.10 The system must have the capability to bridge a call to an authorized remote number for those phones, phone numbers, and/or PINS that are under surveillance by the investigative unit or authorized personnel. The system must have the options to allow the remote authorized personnel to receive the call to monitor at the same time the call is dialed out so the authorized personnel can hear the called party acceptance options.

10.11 The BCSO must be able to continue to monitor other calls, through a workstation while utilizing the remote live call-forwarding feature.

10.12 The system must be configurable to alert up to three designated BCSO personnel of a call, and provide a prompt for a personal identification number prior to call connection to the designated personnel.

10.13 The system must provide the ability for investigators to attach case notes to a call and view it from a report such as a call detail report. The system shall allow investigators to share notes about a call or keep them private if they choose. This feature must provide the ability to do a full text search against the notes attached to the call.

10.14 The system must protect all recordings from being purged when the client storage policy expires by allowing authorized staff to extend the expiration date of the associated call or download

10.15 The call detail record must have the capability to download a call directly from the call detail report. The system must also allow authorized staff to copy multiple calls to a folder for download at a later time. The system must support unlimited recording folders per user. The recording folders must allow recordings to be downloaded in the recording's native format as well as .WAV and .MP3 formats. The recording folders must allow recordings to be downloaded as a ZIP file.

10.16 The BCSO is interested in providing off-site access to the inmate communications monitoring system. Vendor must disclose and explain the capabilities and limitations of its monitoring system to be used for this purpose.

11. System Accountability

11.1 Please provide a thorough description of how calls and video visitations are retrieved, processed, stored, rated, billed and collected from all devices. Describe the process of how inmate usage appears on commission summary reports to the BCSO including how the vendor will differentiate between services and their pertinent billing rates. Provide the name of the clearinghouse responsible for billing and collection. Include in each step of the process how the vendor controls each phase.

11.2 Explain the business rules for billing, including your definition of a completed call.

11.3 Provide market information, a fee schedule, and follow-up data requested by the BCSO, so that the BCSO will be able to determine the vendor's ability to report the percentage of sales they indicate in their proposal for a facility of comparable size.

11.4 The BCSO must not be responsible for any unbillable, uncollectable or fraudulent telephone calls. Commissions to the BCSO must be based on gross billables as sent to billing and collection.

11.5 Disclose and explain the policies and procedures the vendor has in place to limit annual bad debt, exposure to fraud, unbillables and uncollectables. Indicate vendor's estimated percentage of bad debt, and percentage of unbillable calls.

11.6 Detail the process the vendor will employ to complete calls to unbillable telephone numbers.

11.7 The vendor must provide a toll-free number for the public to use in checking their account, billing status and customer service inquiries.

11.8 Please describe the customer service process for response to inmate and/or inmate family complaints and requests for information, including the average length of time a person must wait on hold before being connected with a customer service representative, and the average length of time for a customer complaint or request for information to be resolved.

12. Transition and Implementation Requirements

12.1 The vendor must provide a transition plan that provides a smooth cut-over to the new system with minimal downtime, loss of telephone access, revenue, data, call records and/or recordings. This plan must ensure that continuity of service is maintained at a consistently high level with minimal interruption.

12.2 The vendor must provide an implementation schedule that includes all key milestones commencing with the contract effective date.

12.3 The current inmate telephone services contract expires **August 31, 2017**. The vendor will be expected to coordinate with the incumbent and the BCSO to allow for an uninterrupted transition and implementation of new services.

13. Training Requirements

13.1 The vendor shall provide training and training documents, throughout the contract term, for various aspects of the system administration, operation and reporting for various levels of personnel. Training must be provided at no cost to the BCSO. Describe the nature and content of the training programs the vendor will provide for BCSO staff, including course descriptions and/or table of contents.

13.2 The vendor shall provide video based and/or on site training and training documents, throughout the contract term, for the inmate population. Explain how inmate will be instructed on the use of the system, the depositing of money into an inmate's account by family and friends, and the transfer of account funds for the purpose of designating all, or a portion, of the funds for system use.

14. Performance Monitoring and Compliance

14.1 The BCSO, in its sole discretion, shall have the right to audit the activities of the vendor to insure contract compliance, at no cost to the BCSO. The BCSO may elect to use a qualified independent auditor or a management firm for this purpose. If so, the BCSO will select a third party for audit purposes and notify vendor of same so that vendor can make arrangements for the audit. The audit will include, but is not limited to, equipment and system operations, call processing, maintenance, management support, revenue and commission information and reporting, including the rating and billing of calls, and the preparation of revenue and commission reports. The vendor must cooperate by providing any and all necessary information, including that from a Clearinghouse, in a timely fashion. Failure to cooperate will be grounds for termination of the contract between the parties.

14.2 All phone wiring and related conduit and switches installed at the BCCF during the contract become the property of the BCSO.

14.3 At the end of the contract period, vendor's telephone and video kiosk equipment must be removed by vendor, free of cost to the BCSO, and in such a manner as to allow existing wiring and cabling to remain unharmed and in place for reuse by the BCSO.

14.4 At the end of the contract period the vendor will work with BCSO staff to facilitate a smooth transition of uninterrupted inmate telephone service with the replacement vendor.

D. RFR BID SCHEDULE, CONTRACT AWARD & TERMS:

1. Procurement Calendar:

The Barnstable County Sheriff's Office (BCSO) solicits responses that will result in a Contract. The schedule of events for this solicitation, subject to amendment by the BCSO is:

Event	Date
RFR Released	June 16, 2017
Mandatory Vendor's Site Visit at BCCF	July 6, 2017 @ 10:00 a.m. (EST)
Deadline for Written Inquiries to BCSO	July 13, 2017 @ 1:00 p.m. (EST)
Response to Written Inquiries	July 20, 2017
Date Bids due to BCSO	July 27, 2017 @ 1:00 p.m. (EST)
Evaluation Completion Date	August 2, 2017
Product Presentation by Selected Bidders	August 14, 2017 To be individually scheduled at request of BCSO
Notification of Award to Vendors	August 21, 2017
Effective Date of Contract	September 1, 2017

Note: Timetable is subject to change at the discretion of the Barnstable County Sheriff's Office.

2. Mandatory Vendor's Site Visit:

There will be a mandatory vendor's site visit held on **July 6, 2017 at 10:00 am** at the Barnstable County Sheriff's Office, 6000 Sheriff's Place, Bourne, MA 02532. All vendors interested in submitting a bid must be present at the site visit.

3. Product Presentations:

In accordance with the Procurement Schedule set forth above in Paragraph D, 1, the Barnstable County Sheriff's Office may request certain vendors to provide a product presentation prior to final award. The BCSO will provide notice to a vendor of their allotted one (1) hour time slot to make a product presentation to the BCSO evaluation team on August 14, 2017. This presentation will be held at the Barnstable County Correctional Facility. Any change in schedule for this purpose is at the sole discretion of the Barnstable County Sheriff's Office.

4. Addendum:

The BCSO reserves the right to issue Addendum to this RFR to revise any portion of the RFR or to clarify any of its provisions. It is the responsibility of the Vendor to be sure their proposal is based on the RFR and any Addendum that may be issued by the BCSO.

5. Contract Term:

The initial term of this Contract is from **9/1/2017 to 8/31/2020**. The Barnstable County Sheriff's Office reserves the right to extend the contract for **three (3), one (1) year renewal terms**. The Barnstable County Sheriff's Office may cancel this contract at any time pursuant to the term of the State Standard Contract and Terms and Conditions form executed between the parties. If the Sheriff's Office intends to exercise its option to renew this contract, the BCSO intends to give at least 30 days written notice to the Vendor prior to the termination of the initial term and any subsequent term.

If awarded the contract, the Vendor will execute all contract documents and incorporate the submitted RFR and its response. The contract will conform to all applicable federal, state and local laws and regulations.

6. The Contract Award:

The BCSO seeks to award one contract to the responsive and responsible bidder offering the Best Value to the Barnstable County Sheriff's Office in accordance with the aforesaid MA Sheriff's Association Policy.

The actual contract award will be based on the responses received from the most responsive and responsible Vendor as determined by the BCSO, based on the Best Value for the BCSO, taking into account product requirements as set forth in this RFR, best commission price offered, product quality, Vendor experience and timeline. The attached Evaluation Criteria form will be utilized by the BCSO to determine the overall "best value" that will achieve the procurement goals of the BCSO. The BCSO reserves the right to reject any and all bids, in whole or in part, and to make awards determined to be in the best interest of the BCSO.

The BCSO and a selected Vendor may negotiate a change in any element of the contract performance or commissions offered as identified in the original RFR or the selected Vendor's bid which results in a better value than was presented in the selected Vendor's original response.

7. Eligible Entities:

The contract resulting from this RFR is a non-statewide/limited user contract which will be open for use by the members of the Massachusetts Sheriff's Association and the Massachusetts Department of Correction. In addition, the resultant contract from this RFR will be open for use by other departments with the written approval of the BCSO.

8. Contract Execution:

The identification of a selected Vendor shall create no contractual obligation or guarantee of purchase by the BCSO or the Commonwealth of Massachusetts. Performance may not begin until a State Standard Contract and Terms and Conditions forms are properly executed by both parties (see attached sample form.) The execution of a Contract is conditioned upon the BCSO's acceptance of a selected Vendor's bid excluding any clauses or sections that are stricken by the BCSO as unacceptable and including any additional negotiated language.

9. Contract Performance:

The failure of any party to insist in any one or more situations, upon performance of any of the terms or provisions of any part of this Request for Response or resulting contract shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such term or provision, and the rights and obligations of the parties to such future performance shall continue in full force and effect.

10. Assignment by Vendor:

The successful Vendor shall not assign in whole or in part or otherwise transfer any interest in any contract without written consent of the Barnstable County Sheriff's Office.

11. Delegation:

None of the services to be provided by the Vendor pursuant to any contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or any other such entity without the prior written approval of the Barnstable County Sheriff's Office

12. Termination:

The Commonwealth of Massachusetts and/or the Barnstable County Sheriff's Office reserves the right to terminate any contract resulting from this Request for Response in whole or in part, in accordance with the terms and conditions of the State Standard Contract and Terms and Conditions form executed by the BCSO and selected Vendor

13. Office's Remedies upon Termination for Cause or for Emergencies: Notwithstanding the terms contained in this section, in the event of termination, the successful vendor shall not be relieved of liability to the Barnstable County Sheriff's Office by virtue of any breach of any contract resulting from this Request for Response by the successful vendor. In addition to and notwithstanding the above, the successful vendor covenants and agrees that in the event of termination of any contract resulting from this Request for Response, the successful vendor shall pay to the Barnstable County Sheriff's Office as damages; (a) such sum as, at the time of the termination, the Barnstable County Sheriff's Office reasonably determines that is shall require to compensate a subsequent Vendor to complete the delivery of service, and (b) the sum, reasonably determined by the Barnstable County Sheriff's Office, which will compensate the Barnstable County Sheriff's Office for all the direct and indirect costs resulting from delay in the delivery of services to its inmates. The successful vendor further covenants and agrees with the Barnstable County Sheriff's Office that the successful vendor shall pay all of the Barnstable County Sheriff's Office costs and expenses (including attorney's fees) incurred or paid in obtaining and enforcing any court order favorable to the Barnstable County Sheriff's Office for any obligation of the successful vendor under any contract resulting from this Request for Response.

14. Obligation in the Event of Termination:

Upon termination of any contract resulting from this Request for Response, all data and reports prepared by the successful vendor pursuant to the subject contract shall become the property of the Barnstable County Sheriff's Office. Copies of all data and reports generated as a necessary part of performing the subject contract shall be delivered to the Barnstable County Sheriff's Office upon reasonable request and shall be retained by the successful vendor for future use as outline in Section C, Paragraph 9.2 above.

E. BID PRICING CONSIDERATION:

1. Telephone Rates, Commissions and Commission Accountability:

1.1 The BCSO's goal is to provide reasonable usage rates for all calls and video visitation services for inmates and their families. Such rates must be maintained for the life of the contract.

1.2 The vendor must list and explain in detail all charges that will be billed to called parties and inmates.

1.3 The vendor must list the commissions the BCSO will receive in connection with the gross revenue generated by the vendor for all services provided pursuant to this RFR on the attached Bid Pricing Response Form.

1.4 All service rates and fees charged to inmates by vendors must be in compliance with the Federal Communications Commission policies and all other federal, state and local laws, no exception.

1.5 The proposal must include a rate table representing the rate breakdown for all calls and video visitations by specific time parameters set forth by the vendor as well as a breakdown of all rates and fees charged for other services

offered by vendor for inmate video kiosks. The rate table must reflect various times of day if charges differ. Excessive rates may be the basis for rejection of any proposal.

1.6 If the vendor offers the option of postalized rates please explain in detail these rates and how they will affect the commission offered.

1.7 The total of the charges imposed on all inmate calls must be approved by the Sheriff/Designee for all call categories – Local, IntraLATA, InterLATA, Intrastate, Interstate, and International calls for both collect and debit. Any change, increase or decrease, in the rate must be approved by the Sheriff/Designee, in writing, prior to the change. Applicable rates must take into account time of day, day of week and holiday discounts, if any, as offered by vendor.

1.8 Indicate the increments, (60 second, 30 second, 6 second, or other) in which calls are billed.

1.9 A copy of current rates and fees must be on file with the BCSO at all times and the BCSO must be notified, in writing, of any proposed increases or decreases in the tariff and must approve of such change, in writing, prior to any change in rates.

1.10 Any change in rate or fee structure, increase or decrease, which is not approved by the Sheriff/Designee in advance of the change will be considered a material breach of contract and may result in termination of the contract, at the sole discretion of the BCSO. Vendor must certify that it will comply with this requirement and must explain, in detail, how the BCSO would monitor the rates throughout the term of the contract.

1.11 The vendor must provide an accessible toll free number where a billed party may call regarding any questions concerning billing. Inmates must be provided with a mailing address and instructions in English and Spanish on filing a complaint. All inquiries must be resolved promptly and fairly.

1.12 Please provide a detailed description of the Vendor's online accounting reporting capabilities for all calls and video visitation services .

1.13 Disclose and explain the vendor's policy on payment of commissions. Please include when commissions are paid and the time period covered in the commission statement. For example, state the date the BCSO will receive a commission payment during a set period of time and any interest paid on late payments.

1.14 The commission offered to the BCSO must be based on the total for all services charged as sent to billing and collection with no deductions for fraud, bad debt, uncollectible or unbillable calls. Vendors must take note of this requirement in their revenue pro forma's and provide a commission based on projected gross billables. Failure to pay the BCSO accurate commissions based on gross billables, on a regular, monthly basis will be grounds for the BCSO to cancel, without penalty, any contract executed as a result of this RFR.

1.15 The vendor will be responsible for all billing disputes, claims or liabilities that may arise from this contract.

1.16 Billing charges must begin at the time the calling party is connected and the called party accepts the call. Charges must be terminated when either party hangs up. Incomplete calls, such as network intercept recordings, busy signals, no answers, refusal of calls, etc., must not be billed.

1.17 The vendor will be required to submit monthly commission reports that include, at a minimum, the number of calls separated into Local, InterLATA, IntraLATA, Intrastate, Interstate, and International calls; the total minutes by Local, InterLATA, Intrastate, IntraLATA, Interstate, and International totals; the total amounts billed; commission rates; and commission payments. A sample of the proposed commission report must be submitted with your proposal.

1.18 There shall be no costs to the BCSO at any time during the life of the contract awarded pursuant to this RFR.

1.19 The vendor must list any other charges or revenues that are associated with the system.

2. Equipment and Services

Vendors must provide all hardware and software, including installation, system maintenance and upgrades, FREE OF COST to the BCSO throughout the term of the contract and any contract renewals.

All directions, specifications and recommendations by manufacturers for connection, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the successful bidder.

3. Ownership of Furnishings & Equipment:

The awarded vendor shall maintain a current inventory list of all parts and equipment that it owns and is used on site at the Barnstable County Correctional Facility. The inventory list will be provided to the BCSO point of contact for inspection and

BCSO on site inventory control. All on site equipment must be approved by BCSO security personnel prior to introduction at the BCCF.

4. Alternatives:

A response which fails to meet any material term or condition of the RFR, including the submission of required attachments may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Vendors may submit bids proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated RFR specifications. These alternatives may include related Commodities or Services that may be available to enhance performance during the period of the Contract.

The response should describe how the proposed alternative achieves substantially equivalent or better performance to that required by the RFR specifications. The BCSO will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.

The goal of this RFR is to provide the best value of Commodities and Services to achieve the procurement goals of the BCSO. Vendors that propose discounts, uncharged Commodities and Services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR.

5. Brand Name or Equal:

Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the BCSO may consider clearly identified offers of substantially equivalent response to such reference.

6. Tax Exempt:

The Barnstable County Sheriff's Office and the Commonwealth of Massachusetts are tax exempt entities. Tax exemption certificates will be furnished to successful Vendor as required.

7. Delivery & Installation Scheduling:

7.1 Installation of Vendor's inmate communication system equipment shall be coordinated with the BCSO in order to maintain continuity of daily operations of the Barnstable County Correctional Facility. The Vendor is required to schedule all work with the BCSO Point of Contact and agrees to schedule such installation work during weekend or evening hours if so requested by the BCSO. Vendor shall coordinate and schedule all installation work in order to minimize disruption to BCCF operations and to minimize noise, dust, dirt and service interruptions. Vendor is responsible for the daily removal of all installation materials and equipment as required to maintain a safe and secure facility for facility operations.

7.2 In the event of a foreseeable disruption to BCSO operations, the Vendor must request BCSO authorization to perform such installation work a minimum of 48 hours prior to the scheduled work and shall not proceed until said authorization is granted by the BCSO.

7.3 It is the policy of the Barnstable County Correctional Facility to prevent the use of tools for escape attempts or to manufacture weapons. All tools will be inventoried prior admittance into the BCCF, when in use and when departing the secure building/secure perimeter.

7.4 All deliveries and installation work of tangible products and supplies shall be during regular BCCF working hours, usually 8:00 a.m. to 4:00 p.m., Monday through Friday unless otherwise agreed to by the BCSO. Changes thereto may be granted with written approval of the BCSO. Work required to be performed after working hours or on Saturdays, Sundays, legal holidays, or BCSO designated holidays shall be consistent with contractual obligations and agreed to by both the Vendor and the BCSO. The Vendor shall obtain approval from the BCSO for performance of work after regular working hours or non-regular workdays at least 24 hours prior to the commencement of any work to be performed.

7.5 The Vendor shall be responsible for the delivery of equipment in first class condition at the point of delivery, and in accordance with good commercial practice. Vendors will also be responsible for the removal of all package material from the premises.

7.6 Items provided and/or installed by Vendor must be strictly in accordance with those contained in the contract award.

F. GENERAL INFORMATION

1. Vendor Communications:

Vendors are prohibited from communicating directly with any employee of the Procuring Department and any member of the BCSO except as specified in this RFR, and no other individual BCSO employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Vendors may contact the person identified on the cover of this RFR in the event this RFR is incomplete.

2. Written Inquiries:

Vendors may submit written Inquiries concerning any part or attachment of this RFR. Written Inquiries regarding issues outside of the scope of this RFR will not be considered. All inquiries must be submitted, by the required date and time listed in the aforesaid Procurement Calendar, to the contact listed on the cover page of this RFR via electronic mail (e-mail) only. **No other manner of submission will be accepted.** The BCSO will provide written responses to all written inquiries received by the required due date. Responses will not identify the inquiry by Vendor.

The Vendor is responsible for **confirming receipt** of its written inquiries with Sharon Rogers, Procurement Officer, Barnstable County Sheriff's Office at srogers@bsheriff.net.

3. Conflict of Interest:

No officer or employee of the Commonwealth of Massachusetts or the Barnstable County Sheriff's Office shall participate in any decision relating to any contract which would affect their financial or personal interest or the interest of any corporation, partnership, sole proprietorship or association in which they are directly or indirectly interested.

4. Political Activity Prohibited:

No services or products to be provided by any vendor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

5. Public Records:

All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, §10, and to Chapter 4, § 7, Subsection 26. Any statements in the Vendor's bid inconsistent with these statutes shall be disregarded.

6. Jurisdiction:

Any contracts awarded as a result of this Request for Response shall be construed under the laws of the Commonwealth of Massachusetts. The successful vendor and any of its agents, successors or assigns thereof agree to bring any federal or state legal proceeding arising from any such contract in which the Barnstable County Sheriff's Office and/or of the Commonwealth of Massachusetts is a party to, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights any party may have to intervene in any action in any court or wherever pending in which the other is a party.

7. Severable Sections Do Not Affect Entire Contract:

If any provision of the Request for Response or any subsequent contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Request for Response and any subsequent contract shall remain in full force and effect and enforceable to the fullest extent provided by law.

8. Force Majeure:

Neither the Barnstable County Sheriff's Office nor the successful vendor shall be liable to the other, nor deemed to be in breach of any contract resulting from this Request for Response for failure or delay in rendering performance rising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, Acts of God or the public enemy, wars, fires, flood, epidemics, quarantine restrictions, strikes, unforeseen freight embargos or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other party promptly of the existence and nature of such a delay. It is agreed that since the performance dates of the subject contract are of the essence and important to the implementation of essential Barnstable County Sheriff's Office work, continued failure to perform for periods aggregating 45 or more calendar days, even for causes beyond the control of the successful vendor, shall afford the Barnstable County Sheriff's Office the right to terminate any contract resulting from this Request for Response without assessment of termination costs or penalties.

9. Notices:

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when given in person to either party or deposited in the U.S. Mail, postage prepaid and addressed to the persons indicated in any contract or as specified by amendment hereto.

G. COMPLIANCE REQUIREMENTS:

1. Federal, State and Local Laws:

The successful vendor will comply with all applicable Federal, State and Local laws and regulations.

2. Familiarity with Requirements:

Vendors are to thoroughly familiarize themselves with the requirements of this Request for Response. Ignorance of the requirements will not relieve the vendor from any obligations or liabilities of any contract(s) issued as a result of this Request for Response.

3. Independent Party:

Under this Request for Response, the successful vendor declares itself to be at all times acting and performing as an independent party and nothing in this Request for Response or any subsequent contract(s) is intended to constitute a partnership or joint venture between the vendor and the Barnstable County Sheriff's Office.

4. ADA, Regulatory Compliance and Standards:

Vendors are expected to provide services and commodities that are in compliance with Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Telecommunications Act of 1996, and all successor federal and related legislation throughout the term of any contract resulting from this solicitation.

5. Publicity:

Any Vendor awarded a Contract under this RFR is prohibited from selling or distributing any information collected or derived from the Contract, including lists of participating or eligible departments, employee names, telephone numbers, e-mail addresses, addresses or any other reports or information except as specifically authorized by the Sheriff.

6. Equal Opportunity:

During the performance of this contract, the successful vendor agrees as follows:

a. The successful vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry. The vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry.

b. The successful vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and all of the rules, regulations and relevant orders of the Secretary of Labor.

7. Background Checks:

All Vendor employees or subcontractors who will be on site must complete a background form and submit it to the BCSO for clearance prior to admittance to the facility. The BCSO, in its sole discretion, reserves the right to revoke the security clearance of any employee, contractor or Vendor, at any time, without prior notice.

8. Prison Rape Elimination Act (PREA):

The Prison Rape Elimination Act (Public Law No. 108-79), enacted in 2003, supports the elimination and prevention of sexual assault and rape within corrections systems, mandates national data collection efforts, provides funding for program development and research, creates a national commission to develop standards and accountability measures and applies to all federal, state and local prisons, jails, police lock-ups, private facilities and community settings such as residential facilities.

The Barnstable County Sheriff's Office has zero tolerance towards the sexual abuse of inmates in its custody. All staff members, volunteers, and vendors are required to comply with Sheriff's Office policies regarding sexual misconduct, and to

report any sexually abusive behavior to the Sheriff's Office staff immediately. Inmate employers are required to immediately report such behavior to the Superintendent.

The Vendor shall fully cooperate with the Sheriff's Office implementation of Public Law 108-79, The Prison Rape Elimination Act (PREA) and the Sheriff's Office's implementation of the United States Department of Justice Prison Rape Elimination Act Prison and Jail Standards, 28 CFR 115 (May 17, 2012). Specifically, the Vendor shall comply with all Sheriff's Office policies and procedures and shall develop and implement protocols that are consistent and in accordance with the Sheriff's Office's current and future policies regarding staff sexual misconduct and other types of abusive sexual behavior.

The Vendor, as an extension of the Sheriff's Office, is responsible for full and complete compliance with the PREA Law and all standards contained in the PREA Prisons and Jails Standards issued by the Department of Justice.

The Vendor is responsible for ensuring that it is in full compliance with the PREA Law and all standards, and must achieve a 100% passing score on all PREA audits initiated by the Department, ACA, and/or any other entity.

Before hiring or promoting employees who may have contact with inmates, the Vendor, as an extension of the Sheriff's Office, shall abide by PREA requirements for hiring and promotions.

9. Indemnification:

Any successful vendor, in exchange for entering into an agreement or contract resulting from this Request for Response, shall indemnify and hold harmless the Commonwealth of Massachusetts and the Barnstable County Sheriff's Office and all persons acting for or on behalf of either of them from all suits and claims against them, or either of them, arising from or occasioned by the use of any service, material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such service, material, equipment or apparatus, or any part thereof in any suit is held to constitute infringement, the successful vendor, within a reasonable time, will at its expense, and as the Barnstable County Sheriff's Office may elect to replace such material equipment or apparatus with non-infringing material, equipment or apparatus or remove the material, equipment or apparatus and refund the amounts paid therefore. Said indemnification includes reasonable attorney's fees related thereto.

Furthermore, any successful vendor in exchange for entering into any agreement or contract resulting from this Request for Response agrees to indemnify and hold harmless, release and forever discharge the Commonwealth of Massachusetts and the Barnstable County Sheriff's Office as well as their officers, agents and employees, their successors and assigns, from any and all manner of actions, suits, claims, demands, judgments, damages and liability in law and in equity which may arise or result from performance under this contract. This includes any discrimination, labor or employment claims against the successful vendor and/or the Commonwealth of Massachusetts and the Barnstable County Sheriff's Office and any and all manners of legal action brought against the successful Vendor and/or the Commonwealth of Massachusetts and the Barnstable County Sheriff's Office. Said indemnification includes reasonable attorneys' fees related thereto.

10. Confidentiality:

By executing the State Contract and Terms and Conditions form, the awarded Vendor understands and agrees that the services being provided are for the benefit of the inmates currently housed in a secure facility. All Vendor employees or subcontractors must agree that they will not disclose any Confidential Information including but not limited to floor plans of the secure facility, information on Sheriff's Office security operations, operational details of security system and similar information including but not limited to passwords, access codes, swipe cards and the like as other similar information that the Sheriff's Office considers and treats as confidential) to any person outside of Vendor's organization and shall only disclose Confidential Information within the organization and necessary third parties such as hospitals on a "need-to-know" basis, to individuals who have been apprised of the confidential nature of the information. The awarded Vendor shall treat the Confidential Information with the degree of care and security which would be afforded confidential and proprietary information by a loyal employee in a correctional facility or law enforcement agency.

The successful vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and the successful vendor acknowledges that in performance of any contract resulting from the Request for Response it may require or have access to "personal data" and become a "holder" of personal data as defined by M.G.L. c. 66A. The successful vendor shall comply with all laws and regulations relating to confidentiality and privacy, including but not limited to any rules and regulations of the Barnstable County Sheriff's Office. The successful vendor shall at all times recognize the Barnstable County Sheriff's Office's ownership of personal data and the exclusive right and jurisdiction of the Commonwealth and "data subjects" (as defined in Chapter 66A) to control the use of personal data. The successful vendor shall immediately notify the Barnstable County Sheriff's Office both orally and in writing if any personal data in its possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the Barnstable County Sheriff's Office. The successful vendor shall cooperate with the Barnstable County Sheriff's Office in taking all steps as it deems advisable to enjoin misuse, regain possession and/or otherwise protect the Barnstable County Sheriff's Office's rights and the data subject's privacy. The successful vendor shall allow access to any personal data held in their possession solely to those employees of the Barnstable County Sheriff's Office who require such information in the performance of their occupational responsibilities. All personal data held by the successful vendor shall be delivered to the Barnstable County Sheriff's Office

within fourteen (14) calendar days after termination of any contract resulting from this Request for Response. The successful vendor agrees to take reasonable steps to insure the physical security of such data under its control, including but not limited to fire protection, protection against smoke and water damage, alarm system, locked files, guards or other devices reasonably expected to prevent loss or unauthorized removal of manually held data, passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data, limited terminal access, access to input documents and design provisions to limit use of personal data. The successful vendor agrees that it will inform each of its employees having any involvement with personal data or other confidential information, of the laws and regulations relating to confidentiality. The Barnstable County Sheriff's Office shall have access at all times to any data maintained pursuant to any contract resulting from this Request for Response, without the consent of the data subject. The successful vendor shall use personal data, and material derived from such data, only as necessary for the performance of the subject contract. Failure of the successful vendor to comply with the requirements of this section may be grounds for terminating any contract resulting from this Request for Response.

11. Anti-Boycott Warranty:

During the term of any contract resulting from this Request for Response, neither the successful vendor nor any "affiliated company" as hereafter described, shall participate in or cooperate with an international boycott, as defined in section 999(b) (3) and (4) of the Internal Revenue code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by sections 2 and 4 of Chapter 151E of the Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity or which at least 51% of the ownership interest is directly or indirectly owned by the successful vendor or by a person or persons or business entity or entities which directly own at least 51% of the ownership interest of the successful vendor.

12. Information Technology-Clarification Of Language In Section 11, Indemnification Of The Commonwealth Terms And Conditions:

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the Vendor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the Vendor be liable for damages for the Commonwealth's use of Vendor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the Vendor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

13. Emergency Standby for Commodities and/or Services:

Due to a declaration of a state of emergency where the safety and wellbeing of Commonwealth citizens are at risk, the Barnstable County Sheriff's Office may request specific commodities and/or services from its Vendors. Vendors may be called upon to supply and/or deliver to the Barnstable County Sheriff's Office on a priority basis such commodities and/or services currently under contract. Such accommodations may be requested from a Vendor during an actual emergency.

14. Interfacing with Other Vendors:

The Vendor must work in conjunction with any voice, data, video network or any other Vendor utilized by the Barnstable County Sheriff's Office or the current provider of our inmate phone system, to resolve technical issues that may arise during the BCISO's use of the Vendor's communications system thus eliminating the need for the Barnstable County Sheriff's Office to be a mediator in problem resolution

The Vendor must speak directly with any other party, if required by the Barnstable County Sheriff's Office or as the situation requires, ensuring the resolution of any issues that may arise by the timeframes detailed in the requirements of this RFR document. The Vendor is required to attend any Vendor meeting arranged by the Barnstable County Sheriff's Office to facilitate the resolution of a problem associated with the performance of this contract. Should the Vendor (or an assigned designee) fail to attend this meeting at the agreed upon date and time without sufficient notice (24 hours) to the Barnstable County Sheriff's Office, the Vendor shall be responsible for reimbursing the Barnstable County Sheriff's Office for any charges levied by other Vendors for time expended for this missed meeting.

15. Prime Vendors and Subcontractors:

Prior approval of the BCSO is required for any subcontracted service of the contract. **If approved**, vendors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as Vendors.

The BCSO requires a single point of contact for any contract resulting from this RFR. If subcontractors have been approved by the BCSO Vendor shall be responsible for meeting all of the terms of any contract resulting from this RFR and must accept full responsibility for any subcontractor's performance.

Further, if subcontractors are approved, Vendor must provide a list of all subcontractors, a description of each subcontractor's responsibility in regards to this contract and signed letters of agreement between the Vendor as the prime Vendor, and its subcontractor(s) identifying their responsibilities and their relationship to the prime Vendor. The prime Vendor must notify each individual account (BCSO) in writing the name of their subcontractor both initially and when a subcontractor is changed. If a subcontractor has filed for Chapter 11 Bankruptcy or Chapter 7 Bankruptcy, the prime Vendor also must notify the BCSO's contract manager. The notification must be written and must be within one week of the events noted above.

16. Licensing:

The Vendor **must** agree, in its response, that it will adhere to and be responsible for all permit and licensing requirements of the Commonwealth of Massachusetts and any local agencies that may be required during the term of this contract.

17. Prevailing Wage

The Vendor must agree, in its response, that it will adhere to all applicable Prevailing Wage Laws pursuant to Massachusetts General Laws Chapter 149 for any construction required for the installation of equipment and/or wiring or cabling required pursuant to this RFR, to include providing Prevailing Wage Report Sheets and Certifications forms for all employees providing installation services at the BCCF.

18. Insurance

The successful vendor, in addition to any insurance required by State or Local law, shall maintain in force during the term of any contract(s) issued as a result of this Request for Response, the following insurance issued by an insurance company licensed to do business in the Commonwealth of Massachusetts (if applicable):

- a. Comprehensive general liability insurance in the minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, annually
- b. Worker's Compensation Insurance to cover all employees of the successful Vendor on the premises of the Commonwealth of Massachusetts and/or the Barnstable County Correctional Facility and/or the Barnstable County Sheriff's Office.

A Certificate of Insurance naming the Commonwealth of Massachusetts, the Barnstable County Correctional Facility, and the Barnstable County Sheriff's Office as certificate holders must be provided with the Contract executed by the successful Vendor receiving the award for this RFR.

19. Bonds:

The successful vendor shall agree to provide the Awarding Authority with a Performance Bond issued by a surety company licensed by the Commonwealth of Massachusetts Division of Insurance in the amount of \$100,000.00 upon execution of the subject Contract. The original Bond must be provided to the Awarding Authority prior to the start of any work at the site.

H. **BID RESPONSE INFORMATION**

1. **Instructions for Submission of RFR Responses:**

1.1 The Vendor's response must include a technical response as well as a response in layman's terms for each requirement listed in this section. Each response must state that the vendor acknowledges and understands the requirement, how the vendor will accomplish or meet the requirement, and specific performance measures for the BCSO to monitor vendor performance in that area.

1.2 Vendor's response must include a commission percentage based on the revenues generated for each of the contract awarded. Vendor must complete, sign and submit the attached Bid Pricing Response Form for this purpose.

1.3 All communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost responses or figures in U.S. Currency. All Responses must be submitted in accordance with the specific terms of this RFR. No electronic Responses may be submitted in response to this RFR.

2. **Paper Submission:**

2.1 The Vendor must submit one (1) original hard copy of each Response to the RFR marked "ORIGINAL" and one (1) hard copy marked "COPY" on or before the due date listed in the Procurement Schedule above. Responses received later than the date and time indicated in the aforesaid Procurement Schedule will be rejected by the BCSO.

2.2 **The Vendor must submit one set of responses clearly marked:**

a. **RFR Technical Proposal to Inmate Communication System
Barnstable County Sheriff's Office**

NOTE: The Technical Proposal shall include all vendor requirements and qualifications except the Bid Pricing Response Form.

b. **RFR Commission Proposal to Inmate Communication System
Barnstable County Sheriff's Office**

NOTE: The Commission proposal shall only include the executed Vendor Information Form and Bid Pricing Response Form provided with the RFR.

2.3 All responses must include a completed and signed Vendor Information Form in each proposal, be hard paper copies, signed in ink by a representative duly authorized to legally bind the Vendor.

2.4 Each RFR Response must be sealed, labeled, and submitted to the following address:

**Barnstable County Sheriff's Office
Attn: Sharon Rogers, Procurement Officer
6000 Sheriff's Place
Bourne, MA 02532**

2.5 The BCSO is under no obligation to return any response or materials submitted to Vendors. The BCSO retains the right to use any ideas, concepts or configurations presented in the vendor's bid response, regardless of a contract award.

3. **Required Contract Attachments and BCSO Forms:**

3.1 All Vendors awarded a Contract will be required to complete, sign and return at minimum the following documents:

- a. All Vendors awarded a Contract must complete, execute and return a copy of the **Commonwealth of Massachusetts State Standard Contract and Terms and Conditions** at the time the Contract is issued. The State Standard Contract and Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFR.

Important Note: Vendors may not re-negotiate the Commonwealth of Massachusetts Terms and Conditions. All terms of vendor documents, including contracts, submitted in response to this RFR that are inconsistent with the Terms and Conditions are null and void.

- b. **Massachusetts Substitute W-9 Form:** All Vendors awarded the Contract must complete, sign, and submit the W-9 form. (If a Vendor has already submitted a W-9 form and has received a valid Massachusetts Vendor Code, the W-9 form is not required). This form is required by the Office of the

Comptroller for Taxation Reporting Information and is used to assign or confirm a Massachusetts Vendor Code. A contract cannot be executed without a valid Massachusetts Vendor Code on file with the Commonwealth. The information on this form will be used to record your place of business and where payments under a state contract will be sent.

- c. **Contractor Authorized Signatory Listing:** All Vendors awarded a Contract must complete the Contractor Authorized Signatory Listing and return it with the executed State Standard Contract and Terms and Conditions form.

3.2 All Vendors must submit the following forms with their bid submittals:

- a. **Vendor Information Form:** One form should be completed and provided in both the Technical Proposal and the Commission Proposal.
- b. **Vote of Corporation:** An executed Vote of the Corporation approving participation in this Request for Response process must be provided with the Technical Response. The names and addresses of the Corporate Officers and the state and date of incorporation must be included. The Vendors must state if the Corporation is publicly or privately held. If the Corporation is publicly held, the exchange on which it is traded and the symbol under which it is traded is required.
- c. **Certification of Tax Compliance:** The Vendor must demonstrate compliance with Commonwealth tax laws (and child support obligations if a sole proprietor, if applicable) by signing and submitting the attached Bid Pricing Response Form. The Vendor must be in good standing with the Commonwealth of Massachusetts Corporations Division and may be required to provide a Certificate of Good Standing (if requested). Execution of the Bid Response Form satisfies this requirement. **No bid will be accepted without signature on the Bid Pricing Response Form.**
- d. **Certification of Non-Collusion:** By signing and submitting the Bid Pricing Response Form, the Vendor is certifying that its response to this RFR was formulated without collusion with any person, representative, agent or party submitting a competing response in accordance with the Non-Collusion paragraph. **No bid will be accepted without signature on the Bid Pricing Response Form.**
- g. **Bid Pricing Form:** All Vendors submitting a response to this RFR must submit a completed Bid Pricing Form. Said Form must be signed by an authorized signatory of the Vendor and submitted in the Commission Proposal as set forth in Paragraph H, 2.2 of this RFR. **No bids will be accepted without this fully completed and executed form.**

3.2 **Response to RFR Specifications:**

- a. The Vendor should be as clear as possible in all responses to this RFR as the BCSO is not required to seek clarification of submissions.
- b. If a Vendor is unable to meet any of the specifications required in this RFR, the Vendor's Bid Response must include an alternative method for meeting such specification by identifying the specification, the proposed alternative, and **thoroughly describing how the alternative achieves substantially equivalent or better performance than the performance required in the RFR specification.**
- c. The BCSO will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The determination of the BCSO on the Vendor's proposed alternative method will be final.
- d. The goal of this RFR is to provide the best value of commodities and services for the BCSO. Vendors proposing alternatives which provide substantially better or more cost effective performance than achievable under a stated RFR specification, may receive a preference under this RFR as specified.

3.3 **Deadline for Submission**

All Responses to this RFR are due at the address listed on the cover page and no later than the date and time listed in the Procurement Calendar above. Any change to this submission date and/or time will be made by a notice sent electronically to all Vendors. **No responses to this RFR will be accepted after this published due date and time.**

3.4 **Vendor Qualifications:**

It is mandatory that the Vendor has experience in providing Inmate Communication Systems and Related services (as specified in this RFR) for a minimum period of five (5) years prior to the proposal submission date. The Vendor must provide documentation in its response supporting their experience. See Vendor Qualifications Requirements attached hereto.

It is advantageous that the Vendor has been in the business of providing Inmate Communication Systems and Related services (as specified in this RFR) for a period of ten (10) years or more before the proposal submission date. It is highly advantageous if the Vendor is presently providing an Inmate Communication System for a prison, house of correction, or jail in the state of Massachusetts. The Vendor must provide documentation in its response supporting their experience.

The Vendor must be manufacturer trained and certified on all systems hardware, software and materials provided to the BCSO to meet the Inmate Communication System and Related Services requirements as listed in this RFR. The Vendor must provide proof of this certification and training by providing, in its proposal, a manufacturer's letter stating such.

3.5 Vendor Account Manager:

The Vendor must provide in its RFR the name and contact information of an individual who will be the Account Manager for the term of the contract. The Account Manager will be responsible for proper operation and administration of the Contract by the Vendor and must be the direct interface and Single Point of Contact (SPOC) for the Barnstable County Sheriff's Office. The Account Manager must be the SPOC for all aspects of the contract resulting from this procurement, including any and all approved subcontractors.

3.6 Modify, Withdraw and Amend Responses:

Vendors who wish to withdraw, modify or amend their proposal must do so in writing to the **Barnstable County Sheriff's Office Procurement Officer, 6000 Sheriff's Place, Bourne, MA 02532** no later than the time and date set forth herein for the receipt of the proposals. All such modifications, amendments or withdrawals must so state on the exterior of the sealed envelope in the lower left hand corner. Any modification, withdrawal or amendment arriving after the date and time set forth for accepting responses will not be considered. After the bid opening, a Vendor may not change any provision of the bid in a manner prejudicial to the interests of the Barnstable County Sheriff's Office or fair competition. Minor informalities will be waived at the discretion of the Sheriff's Office.

3.7 Rejection of Vendor's Response:

A Response may be rejected by the BCSO if the Vendor:

- Fails to meet or adhere to one or more of the requirements of this RFR, including instructions for submission, submission deadlines, content or format;
- Fails to meet unconditionally or is unable to demonstrate competence to meet the requirements of this RFR;
- Misrepresents its equipment, systems or services or provides demonstrably false information in its response or fails to provide material information;
- Violates the restrictions on contacts with the BCSO employees and representatives; and/or,
- Refuses, is unable to, or fails to provide clarification requested by the BCSO in a reasonable time frame.

REQUIRED DOCUMENTS

The following is a list of documents required to be submitted with all Bid Responses. This list is only supplied for the convenience of the Vendor and does not release the Vendor from providing any of the required documents as set forth in the Request for Response. Failure to provide the properly executed documents may be considered just cause for rejection of your Response.

Vendor Information Form (1 st page of response)	
Vendor Qualification Requirements	
Executed Vote of Corporation relative bid submittal	
1 Original & 1 Copy of the executed Technical Proposal in accordance with Paragraph H, 2.2 of this RFR.	
1 Original & 1 copy of the executed Commission Proposal in accordance with Paragraph H, 2.2 of this RFR.	
Bid Pricing Response Form, completed, executed (submit in Commission Proposal response envelope)	

VENDOR INFORMATION FORM

Name of Company: _____

Address: _____

Telephone#: _____

Fax# _____

Name of Contact Person: _____

Email Address: _____

Signature and Title of duly authorized officer of Vendor corporation:

Signature

Name:

Title:

Date

**THIS PAGE IS TO BE FIRST PAGE OF
BOTH TECHNICAL & COMMISSIONS RESPONSE**

VENDOR QUALIFICATION REQUIREMENTS

Please submit the following information with your bid response:

1. Company Background

The Vendor must have at least five (5) years of experience in the inmate phone systems industry.

The Vendor must include, in its response, a summary which describes, briefly, the company's history, present operation and future plans in the coinless inmate phone system industry. The purpose of this summary is to provide the Barnstable County Sheriff's Office with a brief, clear understanding of the company's background as it relates to providing the subject services.

This summary must include such items as:

- Number of Offices
- Number of offices within Massachusetts
- Organizational Structure
- Number of Years in Business
- Number of Years providing coinless inmate phone systems

2. Vendor Experience

The Vendor must include, in its response, a summary which describes how its experience in the inmate communication industry qualifies it to provide the proposed services outlined in this RFR in the response to this RFR.

The Vendor may demonstrate this experience by listing the number of years it has been providing coinless inmate phone systems, listing specific projects and/or describing other state and local government projects similar in nature to the system we are attempting to procure.

3. Vendor Financial Strength

The Vendor must disclose and provide information relative to any bankruptcies filed, voluntarily or involuntarily, in the last seven (7) years. Please provide the state of jurisdiction, court, and the current status of said bankruptcy filings.

4. Vendor Lawsuits

The Vendor must disclose and provide information relative to any lawsuits it is currently a party to, whether named as plaintiff or defendant, in the last five (5) years, including name, docket number, state of jurisdiction, court, and the current status of said lawsuits.

5. Vendor References

The Vendor must provide reference information for three (3) recent end users with its response. These references should be recent customers of the Vendor (within the last 3 years.) Kindly provide the company name, contact, address, phone, fax and email address. All reference reviews are done in a courteous, professional and timely manner to minimize the demands on the Vendor's reference contacts.

6. Vendor Products

In response to this RFR, the Vendor must provide literature (including pictures and specification sheets) for all equipment to be installed and provided to the BCSO which satisfy the attached specification requirements.

7. Vendor Authority

Vendor must provide a Vote of the Corporation allowing submittal of a bid in response to this RFR.

BID PRICING RESPONSE FORM – TO BE SUBMITTED SEPARATE OF TECHNICAL RESPONSE

Vendor name: _____

1. Vendor is to provide a percentage commission rate to be paid to the BCSO on the gross revenue generated on all BCSO inmate phone calls (both interstate and intrastate) and video visitation services in accordance with pricing rates set by the Federal Communications Commission and/or any other applicable federal, state or local law as of the date of this Request for Response. All costs, materials, labor, permits, installation, inspections, licensing, maintenance, upgrades, training, etc. required for the proper performance of the services provided in the Request for Response are to be solely borne by the awarded Vendor. The BCSO will not be responsible for any costs whatsoever relating to these systems.
2. Please provide your proposed percentage commission rate to be paid to the BCSO based on gross revenue generated from all inmate communication services provided at the BCSO:

Year of contract	% of commission to be paid based on gross revenue generated on all inmate communication services provided to inmates at the BCSO
1 st Year	
2 nd Year	
3 rd Year	
4 th Year, Renewal Option	
5 th Year, Renewal Option	
6 th Year, Renewal Option	

3. Bid Affirmations:
 - A. **Certificate of Non-Collusion:** The undersigned hereby certifies, under the penalties of perjury, that this Response has been made and submitted in good faith and without fraud or collusion with any other person, representative, agent or party submitting a competing response to the RFR. As used in this Certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.
 - B. **Tax Certification:** The undersigned hereby certifies, under the penalties of perjury that to the best of my knowledge and belief, all Massachusetts State Tax Returns have been filed and Massachusetts State Taxes have been paid pursuant to Massachusetts General Laws Chapter 62C, §49A.
 - C. **Conformance with RFR:** The undersigned hereby agrees to perform the services set forth in the specifications of the Request for Response (RFR) and pay commissions to the BCSO based upon the gross revenues generated by said services, as set forth in this Bid Pricing Response Form.
 - D. **Authorization:** The undersigned hereby certifies, under the penalties of perjury, that he/she has read and understands all of the requirements, terms and conditions set forth in the Request for Response, and any Addenda or attachments thereto, and is duly authorized to execute this Bid Pricing Response Form for both pricing and bid affirmation certification purposes on behalf of the entity listed below.

Executed as a sealed instrument this _____ day of _____, 20____.

Vendor: _____

By: _____
Signature

Name & Title: _____

This form MUST completed, executed and included in Bidder's COMMISSION Response.

EVALUATION CRITERIA
(Provided for Informational Purposes Only)

Vendors must submit responses that meet all of the submission requirements of this RFR. Only responsive proposals that meet the submission requirements will be evaluated, scored and ranked by the evaluation team according to the Evaluation Criteria. Vendors may be requested to provide additional information for evaluation purposes.

The BCSO is looking for the best value response which meets the highest quality technical requirements set forth in the RFR and taking into consideration the commission to be paid to the BCSO.

*Note: Added Value as set forth below is determined solely by the BCSO Evaluation Team. Added Value is discretionary. Added value could be anything that a Vendor includes in its proposal that, in view of the BCSO Evaluation Team is above and beyond the requirements of the RFR which the BCSO determines to be an additional "plus" and worthy of additional points. The BCSO reserves the right to determine the number of added value points on a case by case basis.

The scoring value used by The Barnstable County Sheriff's Office when evaluating a vendor's proposal is defined below.

Score	
Unacceptable	0
Unsatisfactory	1
Satisfactory	2
Highly Satisfactory	3

Vendor's experience and qualifications in the inmate communications industry relative to the products and services set forth in this RFR	
Vendor's ability to meet RFR Requested Equipment Requirements	
Vendor's ability to meet RFR Technical Requirements and Specifications	
Vendor's ability to meet RFR Mandatory Equipment Requirements	
Vendor's ability to meet RFR Systems and Operational Requirements	
Vendor's ability to meet RFR Data Back-up and Security Requirements	
Vendors' ability to meet RFR Installation Requirements	
Vendors' ability to meet RFR Maintenance, Service & Support Requirements	
Vendor's ability to meet RFR Reporting Requirements	
Vendor's ability to meet RFR Monitoring Requirements	
Vendor's ability to meet RFR System Accountability Requirements	
Vendor's ability to meet RFR Transition and Implementation Requirements	
Vendor's ability to meet RFR Training Requirements	
Vendor's ability to meet RFR Performance Monitoring and Compliance Requirements	
Vendor's ability to meet RFR Telephone Rates, Commissions & Commission Accountability goals	
Commission proposed by Vendor	
*Added Value	
TOTAL VENDOR SCORE:	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4,T&C):		Business Mailing Address:	
Contract Manager:		Billing Address (if different):	
E-Mail:		Contract Manager:	
Phone:	Fax:	E-Mail:	
Contractor Vendor Code:		Phone:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD___ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
___ NEW CONTRACT		___ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) ___ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form , scope, budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ Amendment to Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ___ Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ___ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ___ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ___ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
CONTRACT END DATE: Contract performance shall terminate as of ____, 20__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant instalment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c.30, § 39R; G.L. c.149, § 27C; G.L. c.149, § 44C; G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information, and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 524** (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). **Executive Order 523** (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of

Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____ (signature)

Print Name: _____

Title: _____

Date: _____

(Check One): Organization Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Commonwealth of Massachusetts
Barnstable County Sheriff's Office
INVITATION TO BID
INMATE COMMUNICATIONS SYSTEM

The Commonwealth of Massachusetts, Barnstable County Sheriff's Office (BCSO) is publishing a Request for Response (RFR) for an **Inmate Communications System** for inmates housed at the Barnstable County Correctional Facility in Bourne, Massachusetts. The objective of the RFR is to solicit and obtain responses from qualified vendors to provide all equipment, software, labor and maintenance support for the installation, implementation, operation and management of a full-scale, state-of-the-art, turnkey Inmate Communication System at the Barnstable County Correctional Facility which provides local, InterLATA, IntraLATA, and Interstate service, and should provide International service.

The Request for Response for the BCSO Inmate Communications System may be obtained from the Barnstable County Sheriff's Office by submitting a request in writing to rogers@bsheriff.net or to Sharon Rogers, Procurement Officer, Barnstable County Sheriff's Office, 6000 Sheriff's Place, Bourne, MA 02532 (508.563.4343).

A mandatory bidder's conference has been scheduled for July 6, 2017 at 10:00 a.m. (EST). All vendors submitting a bid in response to the specifications of the subject RFR must attend the mandatory bidder's conference on July 6, 2017 at 10:00 a.m.

Sealed responses to the RFR must be filed with the Barnstable County Sheriff's Office at 6000 Sheriff's Place, Bourne, MA 02532 on or before July 27, 2017 at 1:00 p.m. (EST). All responses received will be opened on July 27, 2017 at 1:01 p.m.

No other communications with the Barnstable County Sheriff's Office relative to this project are authorized at this time.

Sharon Rogers

From: Sharon Rogers
Sent: Tuesday, August 08, 2017 7:41 AM
To: 'Henri Bradshaw'
Subject: RE: Inmate Communications System

From: Henri Bradshaw [<mailto:Henri.Bradshaw@constructconnect.com>]
Sent: Thursday, August 03, 2017 3:44 PM
To: Sharon Rogers
Subject: RE: Inmate Communications System

Hello Sharon,,

I would really appreciate it if you could answer the following questions for me:

For the Inmate Communications System

1. Have bids been received for this project? **Yes**
2. Has this project been awarded and if so to whom? **No**
3. If the project has not yet been awarded, when might an award be made? Also, is the bid tabulation available at this time and may I request a copy of it? **Award will be made later this month. No tabulation at this time.**

Please let us know if there is a better time to check back on the status of this project?

Henri L. Bradshaw
Senior Content Specialist

 **constructconnect**
Powering connections. Improving results.
3825 Edwards Road, Suite 800
Cincinnati, Ohio 45209

phone: (800) 364-2059 ext. 8037
fax: (866) 570-8187
Email : henri.bradshaw@constructconnect.com

www.ConstructConnect.com

Inmate Phone Bid Site visit 7/6/17:

- Stromant* Kejetics

- Kennedy

- GTE

- Legacy

- SecurUS

- visits

- POD

- Intake

45 days - 7

2