

Bristol County Sheriff's Office



Request for Response

for

Coinless Inmate and Public Telephone System

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Section 1 - Announcement

COUNTY OF BRISTOL
Bristol County Sheriff's Office
REQUEST FOR RESPONSE

Sealed proposals for an inmate telephone system will be received until Monday, May 23, 2011 by 2:00 P.M. at the Bristol County Sheriff's Office, 400 Faunce Corner Road, North Dartmouth, MA 02747. For specifications please call Bristol County Sheriff's Office Purchasing Department at (508) 995-6400. All submissions **MUST BE SEALED** and **CLEARLY MARKED** "RFR TECHNICAL PROPOSAL INMATE TELEPHONE SYSTEM", and "RFR PRICE PROPOSAL INMATE TELEPHONE SYSTEM."

A bid deposit (bond, cashiers, or certified check) in the amount of ten thousand dollars (\$10,000) **must** accompany each proposal submitted. The Proposer **must** agree to provide a Performance Bond, if awarded a contract in response to this request, in the amount of seventy-five thousand dollars (\$75,000) prior to the commencement of any work.

Proposers **must** also include, in their submission, all additional forms that the vendor is directed to submit with their proposals in exactly the manner prescribed in **Section 8 - Preparation of the Technical and Business Proposal** and in **Section 9 - Preparation of the Cost and Commission Proposal**. **Vendors must use and submit the cover sheets and forms provided in Attachments A through V to organize their proposals.**

Bidding procedures and award of the contracts will be in accordance with the Uniform Procurement Policy for Sheriffs' Offices and 801CMR21.00, plus all applicable Federal, state and local laws and regulations.

The contract resulting from this procurement may be used by the other member Departments of the Massachusetts Sheriffs' Association.

The Bristol County Sheriff Office reserves the right to accept or reject, any and all RFR, in total or in part, as they deem to be in the best interest of the Bristol County Sheriff Office. We certify under the penalties of perjury, that this notice has been posted and advertised (if required) in accordance with the General laws of the state of Massachusetts in so far as the Bristol County Sheriff has instructed the purchasing director to make such postings and advertisements.

Bristol County Sheriff
Thomas M. Hodgson

Bristol County Sheriff's Office - Inmate Telephone System

Section 2 - General Bristol County Sheriff's Office Business Guidelines

Bristol County Sheriff's Office
Purchasing Department
400 Faunce Corner Road
North Dartmouth, MA 02747
(508) 995-6400

NOTICES TO PROPOSERS

1. Bristol County Sheriff's Office reserves the right to reject any and all RFR, in whole or in part, and to make any awards that may be determined to be in the best interest of the Bristol County Sheriff's Office (BCSO).
2. Proposer **must** complete and file with RFR: (a) Non-Collusion Form, (b) Tax Certification Form, (c) Certificate of Authority, (d) Profile of Vendor, (e) Affidavit of Compliance, (f) Verification of Insurance, and (g) Affirmative Action Plan.
3. Awards **will** be made on the basis of (1) service, (2) quality, (3) price, and (4) time and completion of contract. Where other factors are judged to be equal, awards **shall** be made to the appropriate Proposer. **(Proposers shall not base proposals on verbal information from any State or County employee).**
4. The successful Proposer **shall** replace, repair or make good, without cost to the BCSO any defects (faults) within one year after date of acceptance of articles furnished hereunder (acceptance **shall not** be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the seller.
5. The seller agrees to assume the defense of, and **shall** indemnify and save harmless the BCSO and all persons acting for or on behalf of it from all suits and claims against them, or any of them arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In such case, material, equipment or apparatus, or any part thereof if such suit is held to constitute infringement, the seller within a reasonable time will at its expense and as the BCSO may elect, replace such material, equipment or apparatus with non-infringing material, equipment of apparatus, or refund the sums paid.
6. The successful Proposer **shall** comply with all applicable Federal, State and local laws and regulations.
7. Purchases made by the BCSO are exempt from Federal Excise taxes and RFR prices **must** exclude any such taxes. Tax exemption Certificate will be furnished upon request.
8. Specifications indicate quality and design of items to be ordered. The BCSO determination as to equality to any alternate **shall** be final.
9. Equality—an item to that named or described in the specifications of the contract may be furnished by the contractor. The naming of any commercial name, trademark, or other identification **shall not** be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but **shall** establish a standard of equality only. An item **shall** be considered equal to the item so named or described if 1) it is at least equal in quality, durability, appearance, strength, and design; 2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased;

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and 3) it conforms substantially even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all material other than the one specifically named **shall** be submitted to the BCSO in writing, for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of the Uniform Procurement Policy for Sheriffs' Offices and 801CMR21.00, approval **shall** be at the sole discretion of the BCSO. This **shall** be in writing to be effective, and the decision of the BCSO **shall** be final. The BCSO may require tests of all materials so submitted to establish quality standards at the contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment **shall** be complied with; responsibility for proper performance **shall** continue to rest with the contractor.

10. For the use of material other than the one specified, the contractor **shall** bear the cost of, and responsibility for, satisfactorily accomplishing all changes in the work shown; if no manufacturer is named, the contractor **shall** submit the product he intends to use for approval of the BCSO.
11. Except as otherwise provided for by the provisions of the Uniform Procurement Policy for Sheriffs' Offices and 801CMR21.00, the contractor **shall not** have the right of appeal from the decision of the BCSO condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly the Contractor **shall** pay for such costs.
12. Upon request the Proposer **shall** be required to promptly furnish samples and further information on his product or equipment. No samples are to be submitted until requested. Samples furnished are to be removed by the Proposer on or before the date designated by the BCSO.
13. Quotations **must** include delivery in place within the designated premises by the seller, distribution to specified locations at point of delivery, complete assembly by the seller to permit immediate usage of the equipment, and removal of debris from the premises.
14. No charges will be allowed for packing, crating, freight, express, mileage, or cartage unless specifically stated and included on RFR form.
15. The BCSO reserves the right to order 15% more or 15% less of the quantities of materials specified herein at the price quoted, unless otherwise stated in RFR specifications.
16. When required, and permitted, equipment **shall** be bolted down; gas, air ventilation, water, fittings, and electrical wiring on and within the equipment **shall** be provided by the seller as well as any labor or materials necessary to make the equipment ready for connection to existing roughing. Seller **shall** furnish usual warranty or guarantees and necessary instructions and demonstrations on the correct use and maintenance of the equipment installed. The BCSO reserves the right of inspection and acceptance or correction of the equipment supplied by the vendor.
17. Unless otherwise specified by the Proposer, proposal **shall** be guaranteed for ninety (90) days.
18. Proposers **shall** be responsible for all field measurements and proper installation of utilities, vents, etc., for proper operation of equipment. Any measurements provided in the RFR specifications are estimates only. Vendors are expected to take their own measurements and to base their RFR on their measurements.
19. Proposers **must** supply, when requested, room layouts and room elevations of equipment on all products offered, and these **must** accompany RFR.

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20. Delivery dates and other pertinent information are specified on attached detailed specification sheet.
21. As soon as the award is made, the Proposer will be requested to execute a proper contract, and to furnish a bond with sufficient sureties, insurance carrier to be rated A7 or better, to be approved by the Bristol County Sheriff in a sum equal to seventy-five (\$75,000) thousand dollars. If Proposer, after such notice has been mailed to, or otherwise delivered at the address set forth in this proposal, **shall** fail to execute such contract and bond within fifteen (15) days of the date of sending, the certified check (RFR bond) will be declared forfeited as liquidated damages.
22. All pickups, deliveries and installations **must** be accomplished within the scheduled working hours of the BCSO employees assigned to particular work location, unless otherwise noted in the RFR specifications.
23. Supplier agrees that in the performance of the work provided for herein, it will not willfully discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin; that it will give equal treatment to all employees so employed in the performance of the work, without regard to race, creed, color, sex or national origin. Supplier further agrees that it will, whenever feasible, require all subcontractors to enter into similar undertaking with the supplier. Let it be known further that all persons employed by a supplier regardless of race, color, creed, sex or national origin **shall** be paid at the minimum wage established in the M.G.L., Chapter 151B, Section 4, unless this RFR is subject to Chapter 149, Labor and Industries, in this case those rates set by the Commissioner of Labor and Industries **shall** prevail.
24. The Bristol County Sheriff reserve the right to make any financial study they think necessary and feel would be in the best interest of the BCSO.
25. Contracts will be made with the awarded Vendor for a five-year period from the date of contract execution and may be renewed for an additional four (4) one-year terms at the sole discretion of the Sheriff's Office. Only the Bristol County Sheriff's Office may renew this Agreement and such renewal is not subject to conditional agreement or acceptance by Vendor. (If renewed, in both the 1st and 3rd one-year terms the Vendor **shall** pay an additional negotiable percentage increase in the commission rate to the Sheriff's Office.)
26. RFR procedures and award of contracts will be in accordance with the Uniform Procurement Policy for Sheriffs' Offices and 801CMR21.00, plus all applicable Federal, State and local laws and regulations.
27. The contract resulting from this procurement may be used by the other member Departments of the Massachusetts Sheriffs' Association.
28. "A Proposer may correct, modify, or withdraw a RFR by written notice received in the Purchasing Department **prior** to the time and date set for the RFR opening. After the RFR opening, a Proposer may not change the price or any other provision of the RFR in a manner prejudicial to the interests of the governmental body or fair competition." Uniform Procurement Policy for Sheriffs' Offices and 801CMR21.00.
29. In cases where what is stated in this section conflicts with RFR specifications, **RFR specifications take precedent.**

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Section 3 - Timetable

Public Advertisement	Beginning	May 2, 2011	
Mail Out/Distribute RFR on Request		May 2, 2011	
Written Questions Due by		May 9, 2011	by 3:00 PM
Responses to Written Questions Released		May 16, 2011	by 3:00 PM
Proposal Due by	Monday,	May 23, 2011	by 2:00 PM
Proposal Evaluation		May 24, 2011 through May 30, 2011	
Vendor Notifications of Presentations, if Requested		May 31, 2011	
Vendor Presentations, if Requested		June 6 - 13, 2011	
Contract Award Announcement		June 20, 2011	
Contract Issued		June 22, 2011	
Inmate Telephone System Installed and Operational		No later than July 18, 2011	
Acceptance Testing Begins		July 29, 2011	

ALL DATES (EXCEPT PROPOSAL DUE DATE) ARE APPROXIMATE AND SUBJECT TO CHANGE. ALL VENDORS AFFECTED WILL BE NOTIFIED IF A CHANGE IS MADE.

Section 4 - Request for Response Process

4.1 Submission of Proposals

Vendors may submit more than one proposal in response to this RFR. Each proposal **must** specify in the Letter of Transmittal the Inmate Telephone System and Related Services that are being proposed. Each proposal **must** be complete and will be evaluated as a separate submission.

Partial or incomplete responses will be deemed non-responsive.

Each response to this RFR **must** consist of two (2) separate, and sealed, documents:

- 1) a Technical and Business Needs Proposal, and;
- 2) a Cost and Commission Proposal

The two Proposals **must** be formatted according to the instructions contained in **Section 8 - Preparation of the Technical and Business Needs Proposal** and in **Section 9 - Preparation of the Cost and Commission Proposal**.

A package containing the original, signed in ink by a representative authorized to legally bind the Proposer, and two (2) duplicates of the Technical and Business Proposal **must** be labeled as follows:

(Vendor Name)
RFR Technical Proposal Inmate Telephone System
Purchasing Department
Bristol County Sheriff's Office Inmate Telephone System

A separate package containing the original, with each page signed in ink by a representative authorized to legally bind the Proposer, and two (2) duplicates of the Cost and Commission Proposal **must** be labeled as follows:

(Vendor Name)
RFR Price Proposal Inmate Telephone System
Purchasing Department
Bristol County Sheriff's Office Inmate Telephone System

Both the Technical and Business and the Commission Proposals **must** be delivered no later than the **date and hour indicated in the Timetable** and **only** to the following address:

Bristol County Sheriff's Office
Attn: Purchasing Department
400 Faunce Corner Road
North Dartmouth, Massachusetts 02747

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Delivery of the proposals **shall** be at the Vendor's expense. Any damage, which may occur due to packing or shipping, **shall** be the responsibility of the Vendor. **Late submissions will be rejected and returned to the Proposer un-opened.**

4.2 *Written Questions or Inquiries*

Vendors may submit written inquiries concerning this RFR to the BCSO no later than the dates and times specified in the Timetable. The inquiries **must** be in writing and they may be mailed or delivered to the BCSO. The BCSO will review and consolidate inquiries received before the deadline, prepare written answers and mail or, at its option, fax them to each Vendor registered for this RFR.

This inquiry procedure provides the only means by which a Vendor may request additional information on the technical, business and procedural requirements of this RFR, including the proposed Contract terms and conditions. Only the written answers of the BCSO in response to a written question **shall** be deemed an official statement of the BCSO.

Vendors are cautioned that an inquiry **must not contain cost or commission data**. The inclusion of commission information in an inquiry may result in the Vendor's disqualification.

Email address for any written questions or inquires: InmateTelephoneRFR@BCSO-MA.org

Or mail to the following address for any written questions or inquires:

Mr. Wayne H. Genereux
Bristol County Sheriff's Office
400 Faunce Corner Road
North Dartmouth, MA 02747

4.3 *Written Questions or Inquires Time Frames*

Proposers who have question concerning the RFR should submit their questions in writing no later than 3:00 PM on May 9, 2011. Written responses will be distributed to all registered Proposers by 3:00 PM on May 16, 2011.

4.4 *Addenda to RFR*

If it becomes necessary to revise any part of this RFR, or if additional data is necessary to clarify any of its provisions, addenda will be provided to each Vendor registered for this RFR (**See 4.3**).

4.5 *Basic Qualification Requirement*

All Proposers **must** provide three (3) references regarding any and all work/services performed by them during the three years proceeding January 1, 2011. The references **must** contain, but are not limited to the following: facility names, address, telephone number, contact name, and a project description for each system. Proposals will not be reviewed if this information is not included.

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Only vendors who have been in business at least five (5) years preceding January 1st, 2011 ***and*** who have experience in the field of automated **inmate** non-coin operated telephone systems (as documented by the references required above) will be considered. Vendors **must** have successfully completed one contract and /or are presently providing service under such a contract for a prison, house of correction, or jail with a minimum of 750 inmates.

NOTE: A manufacturer's experience is not transferable to the Proposer unless they are one and the same.

4.6 Proposal Review and Evaluation

Proposals from qualified Proposers will be reviewed and evaluated by the selection committee according to the criteria established for this Request for Response. First, the proposals will be reviewed for responsiveness (i.e., is everything included that was required). **Only vendor proposals that meet the mandatory requirements will be considered during the complete evaluation process.**

The content of the program offered in the proposal is reviewed and vendors **may** be invited to present orals, answer questions and for purposes of clarification only, submit additional information. Vendor's individual responses will be ranked during the detailed Technical and Business Evaluation and each response will be ranked as (U) Unsatisfactory, (S) Satisfactory, (A) Advantageous, or (HA) Highly Advantageous.

NOTE: Therefore, vendors are cautioned not to reply with a simple "Agreed", "Understood", or "Acknowledged". The Selection Board requires complete answers to each requirement to properly evaluate the vendor's response. Failure to provide complete answers will result in lower rankings.

The Cost Proposals will be reviewed separately, after the Technical and Business Evaluation has been completed.

The highest rank vendor will be deemed to have the best proposal when Technical and Business Evaluations and Cost are combined. At that time, the highest ranked vendor will be invited to begin negotiations with the BCSO. If negotiations with this vendor do not result in the signing of a contract, the BCSO will then invite the vendor with the next best proposal to negotiate, and so on until the contract is signed. The BCSO at any point may decide that none of the proposals meet technical requirements or that the cost or price proposal is unacceptable and reject all proposals.

In the course of negotiations the BCSO may modify its specifications. However, it may not modify them to the extent that prospective Proposers who did not respond to the original RFR might have responded to a newly revised RFR. An amendment to the RFR will be provided to prospective Proposers who received copies of the original RFR. The BCSO reserves the right to amend the RFR at any time prior to the deadline for submitting proposals.

During the proposal review process, or at any time prior to the selection, the BCSO may cancel the RFR or reject all proposals if the BCSO determines that such action is in the best interest of the BCSO. In such cases each potential applicant will receive written notification of the cancellation or rejection and the reasons for the action.

4.7 Award Notification

A prioritized list of applicants will result from the review and evaluation. The contract **shall** be awarded to the responsible Proposer that submitted the responsive proposal most advantageous to the BCSO. Upon award of the contract Proposer will be notified of the status of their proposal.

4.8 Debriefing Process

Within 14 calendar days after the receipt of notification letters, an unsuccessful Proposer may request an opportunity to: discuss with designated BCSO staff the evaluation of their own proposals; and, examine proposals, a list of awards, and evaluation materials and rating provided by the review committee.

Address request for debriefing to:

Attorney Bruce A. Assad
Bristol County Sheriff's Office
400 Faunce Corner Road
North Dartmouth, MA 02747

4.9 Right to Administrative Appeal

Any qualified Proposer aggrieved by a decision of the BCSO may appeal to the BCSO whose decision is final.

All appeals from qualified Proposers **shall** be in writing specifying in detail the basis for the grievance. All decisions of the BCSO **shall** be rendered in writing within ninety days of the appeal. Pending appeals **shall not** prohibit the BCSO from proceeding with procurement or executing agreements.

4.10 Contract Negotiations

Once a successful Proposer has been notified of its award the BCSO may begin negotiating to reach a contractual agreement.

Negotiations will be limited to terms and conditions not specifically addressed in the RFR or in the Proposer's written proposal and/or matters that do not significantly alter the proposal.

The specifications and content of the proposal of the successful Proposer will become part of the contract awarded. Therefore, the proposal should include only those statements that a Proposer is prepared to agree to contractually.

In the event the BCSO fails within a reasonable time to reach agreement with the first prioritized Proposer, it may disqualify the Proposer and award the contract to the next prioritized Proposer.

4.11 Qualified Proposer Requirements

To be deemed qualified a Proposer **must** meet the following minimum requirements:

Timely Submission

A Proposer **must** submit its proposal to the designated address by the deadline date and time and according to the instructions presented on the legal notice and throughout this Request for Response (RFR).

Qualified Proposer

For a proposal to be deemed "qualified" it **must** meet the minimum requirements and mandatory conditions contained in the RFR.

4.12 Subcontracting Policy

Subcontracting may be necessary to purchase products and/or services that cannot be provided by the prime vendor or Proposer; multiple vendors sharing the bid will not be considered. It is **highly advantageous** if the Inmate Telephone System and Related Services are performed by one Proposer. Subcontracting will be acceptable with the understanding that the prime contractor or Proposer **must**:

- Receive prior written approval from the BCSO for any contracted services, e.g., supplies or consultants.
- Fully disclose and provide evidence of the business relationship.
- Accept full responsibility for the subcontractor including assuming full accountability for the satisfactory performance of its subcontractors.
- Describe, in detail, how the subcontractor will satisfy the requirements of the RFR.
- Accepts sole responsibility for the payment of their subcontractors. At no point in time will the BCSO pay a subcontractor.

4.13 Affirmative Action Requirements

All proposals **must** contain an Affirmative Action Plan.

4.14 Anticipated Expenditures, Funding, or Compensation

The vendor may propose monthly commission fees only or the monthly recurring funding for technology related expenditures plus monthly commission fees. All commissions and/or compensations **must** be paid to the BCSO.

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4.15 Definitions

Acquisition Method: The method of procuring a Commodity and/or Service. Acquisition methods include: outright purchase; license; lease-purchase; lease; rental; fee-for-service; or, other methods authorized by law.

Authorized Signatory: An individual authorized in writing to execute Contracts or other agreements or commitments on behalf of a Sheriff's Office or Contractor.

Available Funding: Operating appropriations, capital appropriations, retained revenues, trust funds or federal grant funds which have been appropriated or authorized for the purposes of a Contract.

BCSO: Bristol County Sheriff's Office.

Best Value: The result of common sense Procurement decision-making consistent with the States Procurement Principles, which are to balance and support the achievement of: required outcomes, best quality economic value, timely performance, minimizing the burdens on administrative resources, expediting simple or routine purchases, flexibility in developing alternative Procurement and business relationships, encouraging competition, encouraging the continuing participation of quality Contractors and supporting Sheriff's Office Procurement planning and implementation.

Bidder: An individual or organization proposing to enter into a Contract to provide a Commodity and/or Service to or for a Sheriff's Office.

CIN: Criminal Identification Number – unique six (6) digit number used to identify every inmate entered into the tracking system.

Client: An individual, group of individuals, the family or other person(s) who provides support to such individuals and who is eligible for or receiving Human and Social Services. Also referred to as "consumer".

Comm-PASS: Comm-Pass is the acronym for the "Commonwealth Procurement Access and Solicitation Site" (accessed at www.comm-pass.com) which provides free, around-the-clock access to bid documents valued over \$50,000 issued by both executive and participating non-executive departments, and the subsequent contract records.

Commodities: An article of trade, goods, products, supplies or information technology resources, including automated data processing and telecommunications hardware, software and systems.

Commonwealth Terms and Conditions, and Commonwealth Terms and Conditions for Human and Social Services: Forms jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division/Division of Purchased Services (OSD), that must be executed by all Contractors that enter into Contracts with a Sheriff's Office.

Competitive Procurement Exception Explanation Form: The Office of the Sheriff's Competitive Procurement Exception Explanation form is an internal form that should be included in the vendor procurement file with commodities or services that are identified on the form. These commodities and services are exempt from competitive procurement in accordance with section .05, Competitive Procurement Exceptions of this Office of the Sheriff's policy entitled, "Policy Governing the Procurement of Commodities and/or Services".

Contract: A legally enforceable agreement between a Contractor and a Sheriff's Office. ANF, OSD, and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract form and other forms or documentation that Sheriff's Offices shall use to document the Procurement of Commodities or Services, or both.

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Contract Employee: An individual Contractor whose Contract performance was classified, prior to the Contractor's selection, as work to be performed under the direct supervision and control of a Sheriff's Office, and not work as an independent Contractor, pursuant to the federal Internal Revenue Service (IRS) SS-8 process and M.G.L. c. 149, § 148B.

Contract Termination or Suspension: The termination or suspension of a contract by a Sheriff's Office in accordance with the applicable Commonwealth Terms and Conditions.

Contractor: An individual or organization which enters into a Contract with a Sheriff's Office.

Department: Bristol County Sheriff's Office.

Designee: An employee of a Sheriff's Office who has been delegated authority specified in writing to act on behalf of the Sheriff, or other Sheriff's Office Official, in their official capacity.

Duration: The authorized total period of performance of a Contract under this policy, which includes the initial duration of a Contract, either less than one fiscal year, a single fiscal year or multiple fiscal years, and any options to renew beyond the initial duration of the Contract.

EOPSS: Executive Office of Public Safety and Security.

Execution: The distinct, verifiable signature or symbol of an authorized signatory of a Contractor or a Sheriff's Office which, when affixed to a document, is legally binding. If the signature is affixed through electronic means, the action of signing must be accomplished consistent with information processing standards established by CTR or by law.

Executive Office for Administration and Finance (ANF): The Executive Office established by M.G.L. c. 7.

GUI: Graphical User Interface (e.g. Windows XP, Vista).

Human and Social Services: Services provided by a Contractor to assist, maintain or improve the personal, mental or physical well-being of Clients. This may include, but is not limited to, social, habilitative, rehabilitative, mental health, mental retardation, special education, vocational, employment and training and elder services.

Independent Contractor: An individual or organization under Contract with a Sheriff's Office where the Contractor's work is not performed under the direct supervision and control of the Sheriff's Office.

MSA: Massachusetts Sheriffs Association.

Office of the Comptroller (CTR): The Department established pursuant to M.G.L. c. 7A.

Operational Services Division (OSD): The Department within the Executive Office for Administration and Finance established pursuant to M.G.L. c. 7, § 4A to regulate and oversee the Procurement of Commodities or Services in the State. OSD includes the Division of Purchased Services established by St. 1993, c. 110, § 274, as amended.

PAN: Personal Allowed Numbers.

PIN: Personal Identification Numbers.

Procurement: The acquisition of Commodities and/or Services which may be made through an outright purchase, license, lease-purchase, lease, rental, fee-for-service or other method authorized by law.

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Procuring Department: A Sheriff's Office authorized to procure Commodities and/or Services for the Sheriff's Office, or on behalf of multiple Departments.

Proposer: The contractor/organization that responds to an RFR by submitting a proposal.

Purchasing Department: The Bristol County Sheriff's Office Purchasing Department.

Qualified Proposer: A Proposer who has submitted a qualified proposal and satisfies minimum standards of financial, technical, and business requirements.

Requests for Information or Interest (RFI): A Sheriff's Office may gather information to assist in the development of a potential Procurement by inviting other Departments, potential Bidders or other interested parties to provide technical and business advice concerning industry standards, practice, general cost or price structures or other information which is relevant to the type of Commodities and/or Services that a Procuring Department seeks to procure.

Request for Response (RFR): The mechanism used by a Sheriff's Office to communicate Procurement specifications and to solicit Responses or interest from potential Bidders. An RFR may also be referred to as a "solicitation".

Response: A Response from a Bidder to a Request for Response (RFR) under a competitive Procurement. A Response shall include submissions commonly referred to as "bids", "quotes" or "proposals".

Selected Bidder: A Bidder that has been selected to negotiate a Contract with a Procuring Department.

Seller: See Proposer.

Services: The furnishing of time, labor, effort or specialized skills by a Contractor. Services shall include operational, professional, maintenance and repair, non-professional, consultant and Human and Social Services, as well as any other services identified in Sheriff's Office policies and procedures.

Sheriff's Office: As used in this policy, the words "Sheriff's Office" shall mean any Office of the Sheriff that adopts this policy. The policy shall be "adopted" when the Sheriff of that county approves of this policy in writing.

SPOC: The Proposer's Single-Point-Of-Contact internal "Account Team" for this contract.

Standard Contract Form: A Contract form, jointly issued by ANF, OSD and CTR, that Sheriff's Offices shall use for the Procurement of Commodities and/or Services which incorporates by reference a Commonwealth Terms and Conditions.

State: The Commonwealth of Massachusetts.

Statewide Contract: A Contract procured on behalf of all Departments for specified Commodities and/or Services which may be used by any Department or other entities authorized by OSD.

Vendor: See Proposer.

WMSIN: Western Massachusetts Sheriffs Information Network - a data sharing program.

Section 5 - Description of Procurement and Business Needs

The Bristol County Sheriff's Office (BCSO) requests qualified Proposers to submit proposals for furnishing, installing and maintaining an Inmate Telephone System for use in its jail facilities. The BCSO has special security requirements and has a prime objective of controlling inmate telephone usage and limiting the use of the telephone system for fraudulent activity.

The Bristol County Sheriff's Office (BCSO) is responsible for managing the operation of seven (7) facilities located within Bristol County, Massachusetts. These facilities vary in level of security and house approximately 1400 inmates. These institutions include: H.O.C./Dartmouth, the primary facility and administrative offices, the Modular Units (MODS), Woman's Center, and Immigration and Customs Enforcement (I.C.E.) Detention Center, all located in North Dartmouth; H.O.C./New Bedford, secondary facility, Regional Lockup, and Alternative Lockup Program facility, all located in New Bedford.

Inmates are defined as all persons, male and female, residing in BCSO facilities or admitted or committed to the care and custody of the Bristol County Sheriff's Office.

It is the intention of the BCSO to have BCSO staff, located at the facility(s), monitor and control the Inmate Telephone System. The system proposed **must** have the capability to be controlled by staff located at each facility. It would be **highly advantageous** if the system proposed also has the capability for centrally monitoring and controlling any and all sites from the main facility.

It is also the BCSO intention, by this RFR, that the vendor **must** provide coin-operated, public telephones located in public areas, as required.

Vendors **must** provide a complete solution for the Inmate Telephone System, including the coin-operated public telephones, services, and proper connection to the existing or vendor installed cabling.

The vendor **must** provide four (4) desktop computers and four (4) notebook computers for the Inmate Telephone System. It is **advantageous** if the Proposer agrees to replace the equipment in the 3rd and 5th year of the contract. It is **highly advantageous** if the Proposer agrees to replace the equipment in the 3rd, 5th, and 7th year of the contract.

Vendors **must** agree to provide the BCSO a commission based on a percent factor of all revenue received from calls placed via the Inmate Telephone System.

This RFR addresses the needs of the BCSO in regards to a new Inmate Telephone System and all related services. It is the intention of the BCSO that the Inmate Telephone System provides the following:

5.1 Inmate Telephone System

5.1.1 Inmate Telephone Instruments (All Facilities)

5.1.2 Inmate-Visitor Telephone Instruments (Some Facilities)

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- 5.1.3 I.C.E. Detainees International Only Calling "Debit Card" (Through Commissary)
- 5.1.4 Coin Operated Pay Telephones for Public Areas within Facilities
- 5.1.5 All Station Cabling for Inmate Telephone Instruments and Pay Telephones
- 5.1.6 Site/ Location Processor (Two Facilities)
- 5.1.7 Centralized Proposer Maintained Data Base
- 5.1.8 Digital Recording Equipment
- 5.1.9 Digital Playback Equipment (On-site and Portable)
- 5.1.10 Proposer Provided Site Administrators (Two Facilities)
- 5.1.11 Local Exchange Service (Collect) IntraLATA and InterLATA Toll Service (Collect)
- 5.1.12 Digital and Analog Data Communications Circuits
- 5.1.13 System Training (BCSO Site Administrators)
- 5.1.14 The BCSO intends to have BCSO staff, located at each of the BCSO facilities, monitor and control the inmate calling. These individuals **must** have the ability to access the Inmate Telephone System's database via terminals or location processors located at each BCSO institution. These terminals or location processors will be used for system administration and for reporting capabilities.
- 5.1.15 The Inmate Telephone System's database **must** have password protection. It is **advantageous** if there is multi-user password security. It is **highly advantageous** if there are multiple levels of security (i.e. multi-user passwords, access rights, tracking, etc.). The Proposer **must** describe, in detail, the system's security.
- 5.1.16 A centralized database, maintained by the Proposer, is required. This centralized database **must** provide the ability for data, pertaining to an inmate, to be available to BCSO staff regardless of which BCSO facility is presently housing the inmate. Thus, upon inmate transfer, it will not be necessary for the BCSO receiving institution to have to re-enter data that was previously entered by BCSO staff. BCSO staff at the receiving institution **must** have the ability to change or modify any privileges or restrictions pertaining to inmates at their institution. BCSO staff **must** have the ability to enter, modify or view the database for inmates located at their institution.
- 5.1.17 All calls are currently placed as collect only, without the involvement of a live operator, and identified to the recipient as a call from an inmate at a Bristol County Sheriff's Office facility. Inmates are required to use their PIN to place these collect calls. The selected Proposer **shall** be required to continue the automatic PIN assignment process by integrating with the BCSO Inmate Tracking and Canteen Management systems. The Inmate Tracking system is written in native Visual FoxPro environment and is running on Windows 2003 Server. Keefe Commissary Network is the current BCSO Canteen Management vendor.

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- 5.1.18 All calls will be recorded by the BCSO with the exception of telephone calls to attorneys, designated and pre-approved ordained clergyman, and pre-approved and licensed psychotherapists, physicians, social workers and/or mental health and human service professionals.
- 5.1.19 It is the intention of the BCSO, via this RFR, to have a Proposer also provide coin-operated public telephones in BCSO institutions, as required. These telephones will be located in areas such as public lobbies, visiting areas and pre-release facilities as requested by BCSO.
- 5.1.20 A commission based on a percent factor of all revenue (gross) received from calls placed via the Inmate Telephone System operating in collect and direct dial (debit) modes.
- 5.1.21 All commission percentages **must** be stated as actual dollars that will be paid each month to the BCSO and **must** be clearly identified as such in the Cost Tables (Attachment U). Payments to the BCSO **must** be paid monthly, and in no case shall any monthly payment be made to BCSO, by the selected Proposer, later than 45 days after the close of business for the prior month. Payments made after 45 days will be subject to penalty payments that will be charged to the selected Proposer by BCSO for each day that a monthly payment is overdue.
- 5.1.22 There **shall** be no cost to the BCSO for the installation or maintenance of the Inmate Telephone System. The Proposer is responsible for replacement of the Inmate Telephone System in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. These system or component replacements will be performed at no cost to the BCSO and will occur immediately upon notification to the Proposer of the system problems by the BCSO facility.
- 5.1.23 The current contract is with Securus Technologies, Inc. The selected Proposer will be responsible for implementing the proposed Inmate Telephone System to coincide with the conclusion of this contract. There can be no major system wide interruption of service.
- 5.1.24 The Proposer **must** address all aspects of Sections 6.1.359, through 6.1.383, regarding the transition to and the installation of the proposed system.

5.2 Inmate Phone Instrument Count

H.O.C./Dartmouth - Primary Facility	57
Dartmouth Women's Center	10
Modular Units (MODS)	32
Immigration and Customs Enforcement (I.C.E.)	18
H.O.C./New Bedford – Secondary Facility	21
Regional	1
Alternative Lockup Program	None

The BCSO may require that additional telephones be installed at selected and future locations after consultation with the selected Proposer.

Section 6 - Technical Requirements

Introduction

This Section contains the Technical Specifications for the Inmate Telephone System.

Vendors **must** propose an Inmate Telephone System and Services that meet or exceed the Technical Specifications listed in this section.

Proposals that contain partial or incomplete responses to this part will be deemed non-responsive.

COST OR COMMISSION INFORMATION MUST NOT BE INCLUDED IN ANY PART OF THE TECHNICAL PROPOSAL. ANY TECHNICAL PROPOSAL CONTAINING COST OR COMMISSION INFORMATION MAY BE DISQUALIFIED.

6.1 Technical System Requirements - Coinless Inmate Telephone System

Currently, Securus Technologies, Inc. provides the present inmate telephone system. Securus Technologies, Inc., serving as the Prime Contractor, provides all local exchange services; Intra and Inter-LATA collect call services, all inmate telephone hardware, site/location processors, a centralized database of all locations, inmate tip lines, as well as all service repairs/replacements and call tracking.

All calls, with the exception of international calls, are currently placed as collect only, without the involvement of a live operator, and identified to the recipient as a call from an inmate at a Bristol County Sheriff's Office facility. Inmates are required to use a PIN to place these collect calls. All calls, with the exception of telephone calls to attorneys, designated and pre-approved ordained clergyman, and pre-approved and licensed psychotherapists, physicians, social workers and/or mental health and human service professionals, are recorded.

Securus Technologies, Inc. also provides coin-operated public telephones in BCSO institutions, as required. These telephones are, and will be, located in areas such as public lobbies, visiting areas and pre-release facilities.

The current contract with Securus Technologies, Inc. will terminate upon the successful operation of the new system. The selected Proposer will be responsible for implementing the proposed Inmate Telephone System to coincide with this termination. The Proposer **must, at a minimum**, address all aspects of Section 6.1.359 through 6.1.383 regarding the transition to and the installation of the proposed system.

This Section lists all mandatory, advantageous, and highly advantageous specifications of this solicitation for an Inmate Telephone System and Related Services.

6.1.1 The Proposer **must** establish an internal "Account Team" to interface with the BCSO for the Inmate Telephone System and Related Services. This Account Team will serve as the single-point-of-contact (SPOC) for the BCSO and **must** provide system and network design services, system programming

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services, system transition and implementation services, post installation programming, updates and maintenance services and commission fee schedule services.

- 6.1.2 The Proposer **must** provide access to the Account Team by voice telephone number and facsimile transmission.
- 6.1.3 The Proposer **must** provide access to the Account Team via toll free 800/ 888/ 877 numbers for telephone and facsimile access.
- 6.1.4 The Proposer **must** provide access to the Account Team by e-mail (Internet) address.
- 6.1.5 The BCSO reserves the right of rejection for personnel assigned to the Account Team including personnel from the Prime Proposer and personnel from any subcontractors during the life of the contract.
- 6.1.6 The Account Team **must** work in conjunction with any Customer Premise Equipment (CPE) contractor (voice or data) being used by the BCSO to resolve any technical problems that may arise between the proposed Inmate Telephone System and any existing or future voice/data systems installed by the BCSO eliminating the need for the BCSO to be a mediator in problem resolution.
- 6.1.7 Upon request of the BCSO, the Account Team **must** speak directly with any other Customer Premise Equipment (CPE) contractor, local exchange carrier, long distance carrier, etc. to resolve technical issues.
- 6.1.8 The Proposer **must** agree to provide only competent and trained personnel to the BCSO for work on this Inmate Telephone System project. The Proposer **must** provide, in its proposal, qualifications statements for all personnel assigned to service BCSO agencies. These qualifications statements may include descriptions of formal technical training, certificates received, formal education or degrees consistent with the inmate telephone system or engineering field, membership in technical associations, field experience, etc.
- 6.1.9 It is mandatory that the Proposer has been in the business of providing Inmate Telephone Systems and Related services (as specified in this RFR) for a period of five (5) years before the proposal submission date. The Proposer **must** provide documentation in its response supporting their experience.
- 6.1.10 It is **advantageous** that the Proposer has been in the business of providing Inmate Telephone 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 Proposer is presently providing an inmate telephone system for a prison, house of correction, or jail in the state of Massachusetts. The Proposer **must** provide documentation in its response supporting their experience.
- 6.1.11 The Proposer **must** be manufacturer trained and certified on all systems hardware, software and materials provided to the BCSO to meet the Inmate Telephone System and Related Services requirements as listed in this RFR.
- 6.1.12 The Proposer **must** provide proof of this certification and training by providing, in its proposal, a manufacturer's letter stating such.

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- 6.1.13 The Proposer **must** agree to adhere to any municipal, state or federal requirements for Inmate Telephone System installation “certification”, training, or registration. Failure to comply with present and future municipal, state or federal requirements will result in termination of any contract with the Proposer and the paying of any application fines, etc. incurred by the BCSO for violation of such requirements by the Proposer.
- 6.1.14 The Proposer **shall** be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all systems and services provided throughout the duration of this contract.
- 6.1.15 The Proposer’s Account Team **must** accept system programming and maintenance orders only from authorized personnel with the BCSO. The Account Team **must** determine authorized personnel during the initial contracting process and provide “Authorization Forms” for agency personnel signatures. The Proposer will be responsible for all charges associated with “unauthorized” service repairs, additions, or changes performed by the Proposer.
- 6.1.16 The Proposed **must** adhere to prevailing wage law requirements.
- 6.1.17 The Proposer **shall** be responsible for making all system modifications necessary to allow inmates to place calls as industry dialing requirements change at no cost to the BCSO. Such modifications **must** be made in a timely manner to ensure proper use of the system by inmates and BCSO personnel.
- 6.1.18 The Proposer **shall** be responsible for complying with and updating the Inmate Telephone System for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state or local municipal modifications. These changes **must** be made in a timely manner and at no cost to the BCSO.

General System Requirements

- 6.1.19 The Inmate Telephone System and Related Services proposed for the BCSO **must** meet or exceed the following requirements. The proposed Inmate Telephone System and Related Services will be provided for all BCSO facilities at no cost to the BCSO for installation, training, operation, and maintenance of the system or its components. The Proposer is responsible for replacement of the Inmate Telephone System in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the BCSO and will occur immediately upon notification to the Proposer of the system problem by the BCSO facility.
- 6.1.20 The Inmate Telephone System proposed for the BCSO **must** include the following components:
- 6.1.21 On-site Call Management System(s) at locations to be determined by the BCSO at any of the BCSO facilities.
- 6.1.22 A Centralized System Database located outside of the BCSO facilities; Centralized System Database **must** incorporate previous call data, (or the ability to retrieve call data), from existing inmate telephone

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system. Call data **must** be maintained for the life of the contract. Retrieval of call data **must** be accessible seven (7) days per week, twenty-four (24) hours a day by designated BCSO personnel.

- 6.1.23 The Centralized System Database **must** be located within the geographic boundary of the Commonwealth of Massachusetts.
- 6.1.24 The Proposer **must** propose one type of Inmate Telephone System for all BCSO locations. All system hardware, software and support systems **must** be the same in each BCSO facility.
- 6.1.25 The Site/Location Processor **must** provide for all telecommunications capabilities for inmate services as well as administrative capabilities for BCSO personnel.
- 6.1.26 The Centralized System Database **must** be located at a Proposer provided site, within the geographic boundaries of the Commonwealth of Massachusetts, and provide full database redundancy for all Site/Location Processors at each BCSO facility.
- 6.1.27 The Inmate Telephone System and Related Services **must** be provided to the BCSO at no cost. The Inmate Telephone System and Related Services proposed for the BCSO **must** include full design, installation and on-going maintenance at no cost to the BCSO.
- 6.1.28 The Inmate Telephone System **must** provide all network services (local exchange and toll/collect services) at no cost to the BCSO during the duration of this contract.
- 6.1.29 The Inmate Telephone System **must** allow inmate access to collect call services only as described in this RFR document.
- 6.1.30 The Inmate Telephone System **must** be capable of operating in direct dial (debit) mode only as described in this RFR document.
- 6.1.31 The Inmate Telephone System **must** be capable of operating in a combination of collect call and direct dial (debit) mode depending on the BCSO facility and the unique needs of the BCSO. The Proposer **must** describe, in its response, how this is accomplished with the proposed system.
- 6.1.32 It would be **advantageous** if the Inmate Telephone System allows, or is in the process of allowing, the depositing of money from credit cards, debit cards or personal checks that would be deposited directly into the BCSO inmate commissary account via a terminal or kiosk located in a common area. The Proposer **must** describe, in detail, how this would be accomplished.
- 6.1.33 The Inmate Telephone System **must** allow for international calls through the use of "calling cards" available through the BCSO commissary vendor. It would be **highly advantageous** if all international calls were charged at a flat rate. The Proposer **must** list, in its response, the different rates or the flat rate for all international calls.
- 6.1.34 It would be **advantageous** if the Inmate Telephone System allows, or is in the process of allowing, inmate calls to cell phones. The Proposer **must** describe, in its response, how this would be accomplished.

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- 6.1.35 The Inmate Telephone System **must** allow for all inmate telephones to be in use simultaneously. Dial tone **must** be presented immediately to all inmate telephones in an "off-hook" position, i.e., one central office line per inmate telephone.
- 6.1.36 The collect call automated announcement function of the Inmate Telephone System **must** be capable of processing calls on a selective multi-lingual basis: English, Portuguese, Spanish, etc. The inmate **must** be able to select the preferred language using no more than a two-digit code.
- 6.1.37 The Proposer **must** propose an Inmate Telephone System that can be shut down quickly and selectively. The BCSO **must** be able to shutdown the system globally and restrict all PIN access, within an entire facility and/or within a facility unit/wing. The Proposer **must** describe, in its response, the options available to the BCSO for this type of quick and global restriction.
- 6.1.38 The proposed Inmate Telephone System **must** have manual dial tone cut off switches to shut off telephones within an entire facility and/or within a facility unit/wing. These switches will be located, at the discretion of the BCSO, in a central, (all telephones), or in multiple, (sub-groups of telephones), locations.
- 6.1.39 The proposed Inmate Telephone System **must** be restricted to outgoing calls only. The system **must not** process incoming calls at any time. The Proposer **must** agree in its proposal that no inmate telephone **shall** be capable of receiving an incoming call and **must** work with the local telephone companies to ensure such control. The Proposer **must** describe, in its response, how this will be achieved for the BCSO.
- 6.1.40 The Proposer **must** agree, in its response, that it will keep all call processing and call rating information current. This information includes, but is not limited to, local exchanges, area codes, country codes, vertical and horizontal coordinates and any other information necessary to accurately process and rate calls. The Proposer **must** provide the BCSO with any rate information for all calls upon request by the BCSO at any time during the term of this contract.
- 6.1.41 The Inmate Telephone System **must** block all calls made to any telephone numbers which incur excess charges such as 900, 972, 976, 550, etc. whether the system is used in a direct dial (debit) or collect call only mode. The Proposer **shall** be responsible for ensuring that the system is programmed for such blocking.
- 6.1.42 The Inmate Telephone System **must** block all inmate calls to current long distance carrier access numbers (i.e., 10333, 10285) or future carrier access numbers. The Proposer **shall** be responsible for ensuring that the system is programmed for such blocking.
- 6.1.43 The Inmate Telephone System **must** block all local numbers, which access long distance carriers (i.e., 950, etc.). The Proposer **shall** be responsible for ensuring that the system is programmed for such blocking.

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- 6.1.44 The Inmate Telephone System **must** block all inmate access to directory assistance access numbers (i.e., 411, 555-1212, etc.). The Proposer **shall** be responsible for ensuring that the system is programmed for such blocking.
- 6.1.45 The Inmate Telephone System **must** block all inmate access to toll free numbers (i.e., 800, 888, 877, etc.). The Proposer **shall** be responsible for ensuring that the system is programmed for such blocking.
- 6.1.46 The Inmate Telephone System **must** be capable of interfacing with network services provided by local exchange carriers as well as inter-exchange carriers. This includes analog and digital facilities (i.e., analog business trunk, DS- 1, etc.). The Proposer **must** state, in its response, the types of network services to which the proposed Inmate Telephone System will interface and the purpose (application) of such services for the BCSO.
- 6.1.47 The Proposer **must** describe the type of network services it will provide with the proposed Inmate Telephone System whether the system is used in a direct dial (debit) or collect call mode.
- 6.1.48 It is the intention of the BCSO to implement the proposed Inmate Telephone System and Related Services by PIN control in both collect and direct dial (debit) mode. (Collect calling will be offered for all locations within the North American Dialing Plan.) However the Proposer **must** detail, in its response, the steps that **must** be taken to convert the system from a PIN controlled collect call only mode to a PIN controlled direct dial (debit) mode only or a combination of both modes at one or multiple BCSO facilities.
- 6.1.49 The Proposer **must** propose and implement an Inmate Telephone System that provides telephone reception quality meeting all industry standards for service quality as defined by the Massachusetts Department of Telecommunications & Energy (formerly the Department of Public Utilities) and by the Federal Communications Commission (FCC). The Proposer **must** accept the decision of the BCSO regarding such determination.
- 6.1.50 The Inmate Telephone System **must** process each call at or better than the current speed provided by the present contractor Securus Technologies, Inc.
- 6.1.51 The proposed Inmate Telephone System **must** provide that "call set-up time" not exceed 6 seconds from completion of dialing to first ring.
- 6.1.52 The proposed Inmate Telephone System **must not** provide a second dial tone to an inmate telephone without the inmate hanging up the telephone receiver after the first call is completed.
- 6.1.53 The proposed Inmate Telephone System **must** allow for a maximum "ring time" prior to disconnecting the inmate call. This "ring time" parameter **must** be programmable by the BCSO but **must** be consistent among BCSO facilities.
- 6.1.54 The proposed Inmate Telephone System **must** provide notification to an inmate of the call status (i.e., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, SIT tones, or appropriate recorded messages. This requirement **must** be implemented for both direct dial (debit) and collect call mode of operation.

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- 6.1.55 The proposed Inmate Telephone System **shall not** allow the inmate to speak to the called party until the call has been accepted. This requirement **must** be implemented for both direct dial (debit) and collect call mode of operation.
- 6.1.56 The proposed Inmate Telephone System **must** allow the inmate to hear the processing of the placed call to determine if SIT tones with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call. At no time **shall** the system allow the inmate to speak (restricted voice channel) until the call has been accepted by the called party.
- 6.1.57 The proposed Inmate Telephone System **must** allow for the BCSO to program times when the system will be available or unavailable to inmate calling. BCSO **must** have the ability to restrict hours by telephone, facility, and system-wide. The Proposer **must** describe, in its response, how this is accomplished.

Inmate Visitor Telephones

- 6.1.58 It is the intention of the BCSO to replace the current battery powered inmate visitor telephones at all facilities with hardwired recordable visitor telephones in the following locations:
- DHOC: Twelve (12) inmate positions and one (1) attorney room.
 - DWC: Six (6) inmate positions.
 - MODS: Four (4) inmate positions and one (1) attorney room.
 - ICE: A-Wing – Five (5) detainee positions.
 - ICE: B-Wing – Five (5) detainee positions.
- 6.1.59 The Proposer **must** integrate new inmate visitor telephones as part of the proposed Inmate Telephone System.
- 6.1.60 Inmate visitor telephones **must not** be battery powered.
- 6.1.61 Inmate visitor telephones **must** have adequate back-up power (UPS) for a minimum of one (1) hour in the event of utility power loss.
- 6.1.62 Proposer **must** provide installation and all necessary cabling (power, telephone wiring, etc.) associated with the inmate visitor telephones at all facilities at no cost to the BCSO.
- 6.1.63 Inmate visitor telephone calls from all facilities **must** be incorporated into the Inmate Telephone System centralized database.
- 6.1.64 Inmate visitor telephones **must** have two (2) visitor handsets for every one (1) inmate handset.
- 6.1.65 Inmate visitor telephone handsets **must** be sealed tamper-proof units with eighteen (18) inch tamper-proof armored cable.

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- 6.1.66 Inmate side of visitor telephones **must** have a tamper-proof DTMF keypad for PIN access to the visitor telephone.
- 6.1.67 An inmate visitor call **must** be distinguished from a collect/debit call when an inmate enters their PIN number. No fees or charges **shall** be associated with an inmate visitor call. The Proposer **must** describe, in its response, how this is accomplished.
- 6.1.68 Inmate visitor telephones **must** have voice prompts for the inmate to enter their PIN number to initiate a call to the visitor. The Proposer **must** describe, in its response, how this is accomplished.
- 6.1.69 Inmate visitor telephone calls **must not** connect with the visitor until an inmate enters a valid PIN number. The Proposer **must** describe, in its response, how this is accomplished.
- 6.1.70 Inmate visitor telephone calls **must** be recorded, voice prompts **must** be heard by the inmate and the visitor stating the call is being recorded before connecting the parties together. The Proposer **must** describe, in its response, how this is accomplished.
- 6.1.71 Attorney calls or other privileged communications **must not** be recorded. The Proposer **must** describe, in its response, how this is accomplished.
- 6.1.72 Inmate visitor telephone calls **must** be capable of being monitored in real time by authorized BCSO personnel. The Proposer **must** describe, in its response, how this is accomplished.
- 6.1.73 Inmate visitor telephone calls **must** be able to be searched by the Inmate Telephone System call reporting software and be transferable to portable media. The Proposer **must** describe, in its response, how this is accomplished.

Personal Identification Numbers (PIN)

- 6.1.74 The Inmate Telephone System **must** restrict use through authorized Personal Identification Numbers (PIN) assigned to each inmate. The length of these PIN **must** be determined by the BCSO and remain consistent throughout the BCSO facilities. The Proposer may be required to provide forms to allow for PIN and telephone number assignments.
- 6.1.75 The Inmate Telephone System **must** use the BCSO inmate PIN assignments and numbering plan. PIN will be numeric only and a minimum of eight (8) digits in length. Currently the PIN number is the inmate's ID (CIN – 6 digits) number plus a two (2) digit number (00–99) randomly generated by the BCSO Inmate Tracking System.
- 6.1.76 The Inmate Telephone System **must** utilize the PIN feature for both collect call mode and direct dial (debit) mode.
- 6.1.77 The Inmate Telephone System **must** be capable of de-activating the PIN feature by individual inmate telephone, groups of telephones and/or entire institutions, at the BCSO option. Regardless of this deactivation, the Inmate Telephone System **must** restrict inmate calls. At no time **shall** the inmate

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telephones be unrestricted due to the deactivation of the PIN feature even if the system is operating in direct dial (debit) mode.

- 6.1.78 The Inmate Telephone System **must** allow each PIN to have a “class of service” assigned. For example, each PIN **shall** have a list of allowable telephone numbers, duration of each call, etc. The proposed system **must** provide call restrictions by PIN that provide any or all of the following restrictions:
- 6.1.79 Inmates can be either approved or not approved to make phone calls by PIN;
- 6.1.80 Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at the BCSO option;
- 6.1.81 Limit duration of call: Maximum call duration can be set globally (all PIN), by site, by facility area or by individual inmate's PIN, at the BCSO option;
- 6.1.82 Limit duration of call: Maximum call duration can be set for each type of call: Local, IntraLATA, InterLATA;
- 6.1.83 Restrict time of day calling: An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PIN). The global restrictions can take precedence over individual PIN restrictions, at the BCSO option.
- 6.1.84 Restrict an inmate under disciplinary action from placing all calls assigned to his particular PIN with the exception of privileged numbers (i.e., attorney, approved clergy and social work professionals). The Proposer **must** describe, in its response, this feature's capabilities in more detail.
- 6.1.85 The Inmate Telephone System **must** have the ability to limit calls to specific duration by PIN and by specific telephone numbers assigned to a PIN.
- 6.1.86 The Inmate Telephone System's PIN feature **must** ensure that the automated operator function use the inmate's pre-recorded name (recorded in either the inmate's voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate's name **must** be performed by the PIN assignment. The following announcement is an example. The Proposer **must** agree to use this (or a BCSO agreed upon) announcement with the new Inmate Telephone System:

Example prompts when the called party answers:

- “Hello this is a collect call from (INMATE NAME), and inmate at the Bristol County Jail”
- “To accept charges say hello after pressing 0”
- “To obtain customer service information press 5”
- “To refuse charges press 1”
- “To prevent calls from this facility press 6”
- “For a rate quote press 7”

Example prompts after called party accepts call:

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“This call is subject to monitoring and recording, you have the right to remain silent and if you choose to speak beyond this point, anything you say may be furnished to state and/or federal prosecutors and may be used against you in a court of law”

All call detail and conversation excluding approved attorney calls, will be recorded.

- 6.1.87 It is **advantageous** if the inmate's pre-recorded name can be automatically inserted in subsequent calls. The Proposer **must** describe, in its response, how this is accomplished with the proposed system.
- 6.1.88 The Proposer **must** explain in detail in its response the entire process of PIN administration including, without limitation, the maximum number of digits and the procedures and methods of automatically or manually assigning or changing PIN.
- 6.1.89 The BCSO has integrated the current Inmate Telephone System with the BCSO Inmate Tracking System and Canteen Management System for the automatic assignment and restriction of PIN. The Proposer **must** describe, in its response, how this will be accomplished with their system.
- 6.1.90 The Inmate Telephone System **must** allow for approved destination telephone numbers to be assigned and restricted by individual PIN. Such telephone number lists will be approved by BCSO personnel and entered by the Site Administrators.
- 6.1.91 It is the intent of the BCSO to provide each inmate, via the use of PIN, a list of authorized telephone numbers (PAN). The Proposer **must** detail, in its response, the following:
- 6.1.92 Minimum and maximum number of destination telephone numbers assignable to each PIN; Minimum and maximum number of PIN numbers available per system (Site/ Institution); Minimum and maximum number of destination telephone numbers (PAN) available per system (Site/ Institution).
- 6.1.93 The Inmate Telephone System's PIN feature **must** allow the recording of inmate calls to be discontinued when certain pre-determined telephone numbers (privileged telephone numbers) are called.

Restrictions and Fraud Control Options

- 6.1.94 The proposed Inmate Telephone System **must** allow BCSO personnel to temporarily restrict or disconnect service to an individual inmate telephone or station. The Proposer **must** describe, in its response, how this is accomplished with the proposed system.
- 6.1.95 In order to limit possible telephone fraud, it is **advantageous** that a fraud prevention feature be available, which will be able to randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. Proposer **must** describe in its proposal in detail how this is accomplished.
- 6.1.96 The proposed Inmate Telephone System **must** be able to detect the called party's attempt to initiate a 3-Way or Conference Call with a Third Party and immediately terminate the call. The Proposer **must** describe how this is accomplished with the proposed system and the actual “field tested” percentage of successful attempts at restricting this feature.

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- 6.1.97 It is **advantageous** that should the Inmate Telephone System detect an attempt by the called party to initiate a 3-Way or Conference Call that the call is immediately terminated and a notation be made in the call/system management reports.
- 6.1.98 It is **advantageous** that the proposed Inmate Telephone System be able to detect if a called party's telephone has been call forwarded to another telephone number and immediately disconnect the inmate's call.
- 6.1.99 It is **highly advantageous** that should the Inmate Telephone System detect that the called party's telephone number is being call forwarded to another telephone number, that the system can be configured to either disconnect or to just be flagged by BCSO personnel at their discretion.
- 6.1.100 The Inmate Telephone System **must** allow the feature described in Section 6.1.97 to restrict the called party's attempt to initiate a 3-Way or Conference Call to be deactivated on a per number dialed, per inmate basis. Thus, the Inmate Telephone System would permit call transfer or 3-Way conferencing of specific inmate calls placed to privileged telephone numbers such as attorneys.
- 6.1.101 It is **advantageous** that the Inmate Telephone System has a Call Alert feature. This feature will alert BCSO personnel that a designated inmate is placing a call or a specific number has been dialed that has been assigned alert status. This feature would be activated by BCSO personnel at their discretion.
- 6.1.102 It is **highly advantageous** that the Inmate Telephone System has a Remote Monitoring feature. This feature will forward calls for silent monitoring by BCSO personnel when a designated inmate is placing a call or a specific number has been dialed that has been assigned alert status. This feature would be activated by BCSO personnel at their discretion. The Proposer **must** describe how this is accomplished with the proposed system.
- 6.1.103 It is **highly advantageous** that the Inmate Telephone System allows for an anonymous, (no PIN required to call), inmate's snitch line. The ability to record, at the BCSO discretion, **must** be available. The Proposer **must** describe, in its response, how this will be accomplished.
- 6.1.104 It is **advantageous** that the Inmate Telephone System allows for a called party to activate a code (via the touch tone pad of their telephone) that automatically deletes their telephone number from the calling inmate's "Authorized Telephone Number List". This feature **must** provide some form of alert or notification to the BCSO system administrators to ensure that the inmate does not add this number to their requested list of telephone numbers in the future.
- 6.1.105 It is **highly advantageous** that the Inmate Telephone System allows for a called party to easily notify the BCSO of harassing or unwanted calls. This feature **must** provide some form of alert or notification to the BCSO system administrators. The Proposer **must** describe, in its response, how this will be accomplished.

System Call Recording

- 6.1.106 The Inmate Telephone System **must** be capable of recording all inmate calls simultaneously and at any time that a call is placed. The Proposer **must** describe, in its response, how this will be accomplished with the proposed system including the type of equipment being used, the interface required, etc.
- 6.1.107 The recording system proposed with the Inmate Telephone System **must** be a fully digital system allowing for the use of compact recording media. The Proposer **must** describe the system being proposed and the type of recording media being used by the system.
- 6.1.108 The Proposer **must** provide a continuous supply of recording media, which can be deducted from the commissions at current market rates, for the duration of the contract. The Proposer will be responsible for the delivery of the recording media based on a pre-agreed schedule or on an as needed basis. All recording and playback equipment will become the property of the BCSO at the end of the contract.
- 6.1.109 Many times, the recorded telephone conversations of inmates could be used as evidence in criminal or BCSO violation investigations. It is required that any recording system proposed with the Inmate Telephone System provide a compact, portable playback system allowing for recorded media to be reviewed on-site at BCSO facilities or at required off-site locations. A compact, playback system **must** be provided for the BCSO. All calls transferred to portable media **must** contain a file listing all calls, dates, time, duration, destination number, and inmate PIN.
- 6.1.110 It is **advantageous** that any playback system provide for search capabilities allowing BCSO investigators to quickly access certain time periods, certain telephone instruments, etc. The Proposer **must** describe, in its response, how such a system would be provided to the BCSO and the capabilities and benefits of such a system.
- 6.1.111 The recording feature **must** be able to be de-activated on a per number dialed and/or per PIN basis. This allows inmate calls placed to attorneys or other privileged communications to not be recorded.
- 6.1.112 The proposed Inmate Telephone System **must** allow for the undetectable monitoring of inmate calls while in process ("real time"), by BCSO personnel. This monitoring **must** be allowed, by specific inmate telephone, or station. Any and all equipment and software required to perform this function **must** be provided with the proposed system.
- 6.1.113 It is **advantageous** that the proposed Inmate Telephone System allows for live monitoring of inmate calls by specific inmate PIN number entered by BCSO personnel. The Proposer **must** describe, in its response, how this is accomplished with the proposed system.
- 6.1.114 It is **advantageous** that the proposed Inmate Telephone System allow for live monitoring of inmate calls by called telephone number entered by BCSO personnel. The Proposer **must** describe, in its response, how this is accomplished with the proposed system.

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- 6.1.115 It is **highly advantageous** that the proposed Inmate Telephone System allows for live monitoring of designated inmate calls by forwarding those calls to select internal, external, or cell telephones. The Proposer **must** describe, in its response, how this is accomplished with the proposed system.
- 6.1.116 It is **highly advantageous** that the proposed recording system of the Inmate Telephone System provides a form of speech or word recognition that would alert BCSO personnel when an inmate during an outgoing call used certain words or phrases.
- 6.1.117 The Proposer **must** retain ownership of the proposed recording equipment for the duration of this contract. All responsibility for maintenance and upgrades **must** be provided by the Proposer at no cost to the BCSO.
- 6.1.118 It is **highly advantageous** that access to recorded telephone calls be provided to remote or on-site PC access for retention of certain recordings or for digital playback at a future time.
- 6.1.119 The proposed recording equipment/system **must** allow for the live monitoring of inmate calls in progress from remote sites within the BCSO facility other than the actual room housing the recording equipment/system. It is **highly advantageous** if, in addition to the above, the live monitoring of inmate calls in progress from any and all sites can be accomplished from one central location (e.g. Investigators Office). The BCSO will implement this function at its discretion. The Proposer **must** describe, in its response, how this function is provided with the proposed system.
- 6.1.120 The Proposer **must** describe, in its response, how the BCSO will transfer recorded calls and information to other more portable and readily accessible media (i.e., tape, CD/DVD, USB Jump Drive, etc.) for use by BCSO Investigators.
- 6.1.121 The Proposer **must** describe in its response any ability of the Proposer to provide recorded information for all BCSO inmate telephone systems via a Proposer provided Intranet application accessible by BCSO personnel via password that is available seven (7) days per week, twenty-four (24) hours a day.

Biometric Voice Identification and Recording

- 6.1.122 It would be **advantageous** if the Inmate Telephone System allows, or is in the process of allowing, biometric inmate voice recognition capability for security and investigative purposes. The Proposer **must** describe in detail how this is or would be accomplished.
- 6.1.123 The Proposer **must** list all the available biometric inmate voice recognition software features.
- 6.1.124 It would be **advantageous** if the Inmate Telephone System biometric inmate voice recognition software allows, at a minimum, for searches, reports, alerts, and security/investigator notification. The Proposer **must** describe, in its response, how this is accomplished.
- 6.1.125 It would be **highly advantageous** if the Inmate Telephone System biometric inmate voice recognition software allows searches using multiple criteria. The Proposer **must** describe, in its response, how this is accomplished.

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- 6.1.126 It would be **highly advantageous** if the Inmate Telephone System biometric inmate voice recognition software allows for user defined alerts by inmate or group of inmates (i.e. gangs) with security/investigator notifications. The Proposer **must** describe, in its response, how this is accomplished.
- 6.1.127 It would be **advantageous** if the Inmate Telephone System biometric inmate voice recognition software allows for recorded calls to be exported electronically to other agencies. The Proposer **must** describe, in its response, how this is accomplished
- 6.1.128 It would be **highly advantageous** if the biometric inmate voice recognition software allows for the recording of user selected audio *segments* that can be exported electronically to other agencies. The Proposer **must** describe, in its response, how this is accomplished.
- 6.1.129 It would be **highly advantageous** if the biometric inmate voice recognition software can detect when an inmate is using another inmate's PIN. The system **must** have a high rate of probability in making this determination. The Proposer **must** describe, in its response, how this is accomplished.
- 6.1.130 It would be **advantageous** if the Inmate Telephone System has a biometric inmate voice recognition program installed, or is in the process of installing, in a correctional facility. The Proposer **must** describe, in its response, where and when said software is or will be installed.
- 6.1.131 It would be **highly advantageous** if the Inmate Telephone System has a biometric inmate voice recognition program installed, or is in the process of installing, in a Massachusetts county sheriff's correctional facility. The Proposer **must** describe, in its response, where and when said software is or will be installed.

Data Sharing – MSA & EOPSS

- 6.1.132 It would be **advantageous** if the Inmate Telephone System allows, or is in the process of allowing, inmate call records to be accessed by the *Data Sharing* initiative, currently titled Western Massachusetts Sheriffs Information Network (WMSIN) and overseen by the Massachusetts Sheriffs Association (MSA) and under the supervision of the Executive Office of Public Safety and Security (EOPSS). The Proposer **must** describe, in detail, how this is or would be accomplished.
- 6.1.133 It would be **advantageous** if the Inmate Telephone System already allows the access of call records to WMSIN in a Massachusetts county sheriff's correctional facility. The Proposer **must** describe, in its response, how this was accomplished.
- 6.1.134 It would be **highly advantageous** if the Inmate Telephone System has allowed the access to WMSIN in multiple Massachusetts county sheriffs' correctional facilities. The Proposer **must** list, in its response, all the facilities that are already configured for WMSIN.

General Station Equipment Requirements

- 6.1.135 The Inmate Telephone Station Equipment required for the BCSO **shall** consist of five (5) types of communication devices. The first type, which will be the majority of inmate telephones installed, **shall**

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be permanently mounted wall telephones meeting the specifications outlined in this Section of the RFR. The second type of Inmate Telephone Station Equipment **shall** be portable or “movable” inmate telephones that are used mainly in segregation units and **must** be manufactured to withstand abuse as well as be compact enough to fit through standard food slots. Industry Standard 2500 telephone sets will not be acceptable at meeting this requirement.

- 6.1.136 The Proposer **must** describe, in its response, how these movable or portable telephones will be moved from one cell to another by BCSO personnel to allow for inmate calling. The Proposer **must** provide a minimum of one (1) of these instruments per special housing unit within each BCSO facility.
- 6.1.137 The third type of Inmate Telephone Station Equipment **shall** be “all weather” inmate telephone sets to be used in some outdoor conditions.
- 6.1.138 The fourth type of Inmate Telephone Station Equipment that **must** be available **shall** be TDD/TTY equipment for the deaf.
- 6.1.139 Lastly, the fifth type of Inmate Telephone Station Equipment **shall** be coin operated pay telephones primarily used in public areas and **must** offer all standard payphone options including coin, collect and calling card access. Proposer **must** maintain coin operated pay phones monthly and/or have remote notification of when coin box is full.
- 6.1.140 All Inmate Telephone Station Equipment **must** be of new manufacture and be provided with the proposed Inmate Telephone System at no cost to the BCSO.
- 6.1.141 All Inmate Telephone Station Equipment **must** be installed in required BCSO institutions at no cost to the BCSO.
- 6.1.142 The Proposer **must** provide all required materials, hardware, software and station cabling (where re-use is unavailable or new locations are required) to install the Inmate Telephone Station Equipment.
- 6.1.143 All Inmate Telephone Station Equipment **must** be powered by the telephone line and require no additional power source.
- 6.1.144 All Inmate Telephone Station Equipment **must** have the physical and design characteristics that include all of the following:
 - 6.1.145 A chrome plated DTMF tone dial that is water, flame and shock resistant;
 - 6.1.146 A hearing aid compatible handset;
 - 6.1.147 A steel housing that protects the electronic components of the telephone;
 - 6.1.148 A paint/finish that is mar and scratch resistant;
 - 6.1.149 A faceplate with concise dialing and operating instructions;

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- 6.1.150 An industry standard design;
- 6.1.151 An armored handset cord that is resistant to stretching and breaking;
- 6.1.152 A tamper proof housing;
- 6.1.153 An installation reinforced by security studs to prevent easy removal of telephone.
- 6.1.154 The Proposer **must** describe the handset cord component of the proposed Inmate Telephone Station Equipment includes the lanyard used to connect the handset to the base telephone. It is preferred that this lanyard be of a polymer instead of metal composition.
- 6.1.155 The majority of the Inmate Telephone Station Equipment **shall** be permanently mounted wall telephones.
- 6.1.156 The Inmate Telephone Station Equipment **must** be compact in design. The Proposer **must** include diagrams or photographs of the proposed Inmate Telephone Station Equipment in its response.
- 6.1.157 The Inmate Telephone Station Equipment **shall** be true dual-tone multi-frequency (DTMF) compatible.
- 6.1.158 The Inmate Telephone Station Equipment **shall not** be capable of being used to program any feature of the proposed Inmate Telephone System.
- 6.1.159 The Inmate Telephone Station Equipment **shall not** be programmable for any purpose.
- 6.1.160 The Inmate Telephone Station Equipment **must not** include coin entry slots or coin return slot regardless of whether these functions are disabled on the station equipment. (Standard pay telephone requirements for public areas excluded.)
- 6.1.161 The Inmate Telephone Station Equipment **shall not** contain card reader capabilities used to identify inmate telephone accounts for purpose of debiting inmate telephone accounts.
- 6.1.162 The Proposer **shall** provide a unique number, physically imprinted on each Inmate Telephone Station Set so that BCSO staff can see the number for the purposes of reporting troubles and troubleshooting problems. As the Inmate Telephone Station Sets necessitate replacement, they **shall** be numbered by the Proposer. As new Inmate Telephone Station Sets are added or replaced they **shall** be identified in the same manner and all appropriate paper work **shall** be updated to reflect the addition.
- 6.1.163 The Proposer **shall** provide the means for BCSO staff to dial a code, using no more than two-digits, to access a recorded message stating the telephone's site/port number for the purposes of identification to be used in reporting troubles and troubleshooting problems.
- 6.1.164 The Inmate Telephone Station Equipment **shall** be capable of reducing background noise through the use of directional microphones in the handset.

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- 6.1.165 All Inmate Telephone Station Equipment **shall** provide volume controls, which allow inmates to amplify the called party's voice.
- 6.1.166 The Proposer **shall** provide dialing instructions in English, Portuguese, and Spanish on each Inmate Telephone Station Set in a manner, which reduces the possibility of being destroyed. The Proposer **must** describe, in its response, how this will be accomplished with the proposed Station Sets. Labels or other accessible surface instructions will not be acceptable to meet this mandatory standard.
- 6.1.167 The Proposer **shall** provide a "warning" statement in English, Portuguese, and Spanish on each Inmate Telephone Station Set that states "This Call is being recorded" in a manner that reduces or eliminates the possibility of being destroyed. The Proposer **must** describe, in its response, how this will be accomplished with the proposed Station Sets. Labels or other accessible surface instructions will not be acceptable to meet this mandatory standard.
- 6.1.168 The Proposer **shall** maintain the above required station set dialing instructions and warning statements for legibility and accuracy during the course of this contract.
- 6.1.169 At the completion of this contract, the Proposer **must** pass ownership of the Inmate Telephone Station Equipment to the BCSO. This requirement does not, in any manner, affect the fact that the Proposer during the life of this contract must conduct all maintenance, upgrades and replacement to this equipment, at no cost to the BCSO.

Coin Operated Telephones

- 6.1.170 Description of the use and requirement of coin operated telephones within BCSO institutions are discussed in Section 5. Please refer to this Section prior to meeting the following specifications.
- 6.1.171 The Proposer **must** provide coin-operated, public telephones to BCSO facilities. These telephones **must** meet all FCC regulations regarding alternate carrier access.
- 6.1.172 Throughout the term of the contract the Proposer **must** install additional coin-operated telephones as required by BCSO. This includes expansion to existing institutions and newly constructed facilities. This **must** be done at no cost to BCSO.
- 6.1.173 Coin operated telephones **must** have the capability to provide two way outgoing and incoming service that will be utilized at the BCSO option.

American with Disabilities Act Compliance

- 6.1.174 All of the proposed Inmate Telephone System station sets **shall** be capable of being ADA compliant. Due to security concerns, the BCSO **shall** be capable of requiring the contractor to modify certain features on station sets such as cord length and mounting height.
- 6.1.175 The Inmate Telephone System's TDD/ TTY equipment will be protected and secured by the BCSO when not in use. All of the Inmate Telephone Station Equipment **shall** be compatible with

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telecommunications for the deaf (TDD/ TTY) equipment. The Proposer shall be responsible for providing TDD/ TTY device(s) for the Inmate Telephone System at BCSO institution(s).

- 6.1.176 The Inmate Telephone System TDD/ TTY equipment **shall** be portable, such that it can be used with any Inmate Telephone System station set at the BCSO institution.
- 6.1.177 The Inmate Telephone System TDD/ TTY equipment **shall** allow inmates to communicate via keyboard entry.
- 6.1.178 The Inmate Telephone System TDD/ TTY equipment **shall** contain a display (i.e., LCD, LED, etc.) and a printer device.

Direct Dial (Debit) and Collect Call Requirements

- 6.1.179 The proposed Inmate Telephone System and Related Services **must** provide for PIN controlled inmate use through collect call and direct dial (debit) modes.

Debit Based Mode Capability and Requirements

- 6.1.180 The proposed Inmate Telephone System **shall** process direct dial calls only when the system is operating in a debit-based, PIN controlled mode. Direct dial calls **must** be made through network services provided by the Proposer at no cost to the BCSO.
- 6.1.181 The proposed Inmate Telephone System **must** provide a debit-based database capability that tracks an inmate's telephone usage balance. Such balances **shall** be maintained by the Inmate Telephone System in conjunction with the BCSO Inmate Canteen Management accounts at no cost to the BCSO.
- 6.1.182 The Proposer **shall not** invoice inmates for direct dial services when operating in a debit-based PIN controlled mode.
- 6.1.183 The Inmate Telephone System **shall** confirm that funds are available in the inmate's "telephone usage account" after the telephone number is dialed by the inmate but prior to placing the call. The Proposer **must** explain, in its response, the options available (including a collect call) to the inmate should his "telephone usage account" be insufficient for the desired call.
- 6.1.184 The Proposer **must** agree to the same commission percentage as quoted for collect calls for all direct dialed calls placed by the inmates as the commission payment to the BCSO when the system operates in debit-based mode.
- 6.1.185 The Proposer **must** propose how it will interface with the BCSO and the BCSO Inmate Canteen Management system for the collection or billing of calls, based on the PIN number of the inmate, when operating in a debit-based mode.
- 6.1.186 The Proposer **must** describe, in its response, how it would operate in debit-based mode and provide a percentage commission to the BCSO for these inmate calls.

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- 6.1.187 The Commission Revenue, for collect and/or debit calls, paid to the BCSO will be based on Gross Revenue. Gross Revenue is defined as revenue for all accepted calls without exception. The Proposer **shall not** deduct fraudulent, uncollectible or un-billable calls from the Gross Revenue prior to applying the Commission Percentage Rate for the BCSO.
- 6.1.188 The Proposer **must** agree, in its proposal that a check for the commission amount will be sent to the BCSO monthly and in no case later than 45 days after the close of the billing month. For example, a commission check for calls made during June will be forwarded to the BCSO by July 31 and in no case later than August 14th. Payments made after 45 days will be subject to penalty payments that will be charged to the selected Proposer by BCSO for each day that a monthly payment is overdue.
- 6.1.189 The Proposer **must** describe, in its response, how refunds to inmates who are being released and still have a balance with the Inmate Telephone System will be performed under this per minute billing operation if the debit system is implemented.
- 6.1.190 The proposed Inmate Telephone System **must** provide for true "answer supervision" for the billing of direct dial charges if the debit system is implemented. Billing **shall** begin when the call is answered by the called party and **shall** terminate when either the inmate or the called party hangs up. The system **must** allow the BCSO to delay initial billing of the call by a pre-determined number of seconds.
- 6.1.191 If implemented, direct dial charges **shall** terminate when either the inmate or the called party hangs up. The Proposer **must** describe, in its response, how answer supervision is used to determine call termination.
- 6.1.192 The Proposer **must** describe, in its response, how the system, when operating in debit-based mode will notify the inmate when the call is being terminated because of lack of adequate funds.

Collect Call Mode Capability and Requirements

- 6.1.193 The Proposer **shall** provide the collect call services required in this RFR through the use of an Automated Operator. At no time **shall** an inmate be connected to a "live" operator.
- 6.1.194 It is **advantageous** that the proposed Inmate Telephone System provides access to "live" operators during extraordinary circumstances. The Proposer **must** describe, in its response, how this is accomplished with the proposed Inmate Telephone System.
- 6.1.195 Call acceptance by the called party **must** be accomplished through caller confirmation (positive acceptance). The Proposer **must** describe in detail in its proposal how call acceptance occurs.
- 6.1.196 Collect calls **shall not** be connected nor **shall** billing commence until the called party indicates acceptance of the call.
- 6.1.197 During the call set up process the Inmate Telephone System **must** provide a pre-recorded announcement identifying that the collect call is coming from a specific inmate at a BCSO facility and **must** be heard by the answering party. The announcement **must** also include *"All telephone calls will be recorded except attorney calls"*.

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6.1.198 The following announcement is an example. The proposing Proposer **must** agree to use this (or a BCSO agreed upon) announcement with the new Inmate Telephone System:

Example prompts when the called party answers:

- “Hello this is a collect call from (INMATE NAME), and inmate at the Bristol County Jail”
- “To accept charges say hello after pressing 0”
- “To obtain customer service information press 5”
- “To refuse charges press 1”
- “To prevent calls from this facility press 6”
- “For a rate quote press 7”

Example prompts after called party accepts call:

“This call is subject to monitoring and recording, you have the right to remain silent and if you choose to speak beyond this point, anything you say may be furnished to state and/or federal prosecutors and may be used against you in a court of law”

All call detail and conversation excluding approved attorney calls, will be recorded.

- 6.1.199 The Proposer **shall** assume responsibility for billing called parties receiving collect calls from the Inmate Telephone System and for the collecting of payments for these calls.
- 6.1.200 The Proposer **shall** provide a toll free number, which will be clearly shown on the called party's bill for assistance in billing matters.
- 6.1.201 The Proposer **shall** provide all local, IntraLATA and InterLATA collect call services at all BCSO institutions where the Inmate Telephone System is installed. The Proposer **shall** be responsible for installing and maintaining all telephone circuits necessary to provide the required collect call services.
- 6.1.202 The proposed Inmate Telephone System **shall not** allow for collect calls to be placed to international locations outside of the North American Dialing Plan area.
- 6.1.203 The Proposer's rates charged to the called party for collect calls within Massachusetts **shall not** exceed the Massachusetts Department of Telecommunications and Energy's (DTE) rate cap for residential collect call rates.
- 6.1.204 The Proposer's per call surcharge rates charged to the called party for collect calls within Massachusetts **shall not** exceed the Massachusetts Department of Telecommunications and Energy's (DTE) surcharge rate cap for residential collect call rates.
- 6.1.205 The Proposer's rates charged to the called party for collect calls outside of Massachusetts regulated by the FCC **shall not** exceed the Message Toll rates for collect long distance calls and the service charge at a rate deemed reasonable by the BCSO as set by the inter-exchange carrier with the highest yearly domestic long distance toll revenues.
- 6.1.206 The Proposer's per call surcharge rates charged to the called party for collect calls outside of Massachusetts, regulate by the FCC, **shall not** exceed the service charge for residential Operator

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Station Collect set by the inter-exchange carrier with the highest yearly domestic long distance toll revenues.

- 6.1.207 The Proposer **shall** collect all revenue from the called party for collect calls placed by inmates. The Proposer **shall** provide a percentage of this revenue as a commission fee to the BCSO on a monthly basis.
- 6.1.208 It is **highly advantageous** that the Proposer has established direct billing agreements with Local Exchange Carriers. The Proposer **must** describe, in its response, the terms of these agreements.
- 6.1.209 The Commission Revenue paid to the BCSO will be based on Gross Revenue. Gross Revenue is defined as revenue for all accepted calls without exception. The Proposer **shall not** deduct fraudulent, uncollectible or un-billable calls from the Gross Revenue prior to applying the Commission Percentage Rate for the BCSO.
- 6.1.210 The Proposer **must** provide, in its response, a list of all countries (outside of the United States) that can be reached via the Inmate Telephone System operating in a collect call only mode.

Miscellaneous Requirements

- 6.1.211 Telephone network services provided by the Proposer **shall not** be capable of being detected by the called party for telephone number identification or Caller ID.
- 6.1.212 The Inmate Telephone System **shall not** charge inmates for calls that result in Special Information Tones (SIT), ring/no answer, or busy conditions.
- 6.1.213 The Proposer **must** describe, in its response, how refunds or credits for system malfunctions, (i.e. equipment failure, telephone connectivity failures, etc.) to inmate accounts (debit calls) or called party accounts (collect/pre-paid calls) will be performed.
- 6.1.214 The Proposer **shall** provide local exchange service for direct dial (debit) and collect calling use at each BCSO facility. The local calling area **shall** be equivalent to the local calling public pay telephone area at each BCSO facility. The Proposer **must** assure that the proposed Inmate Telephone System is capable of identifying a dialed number as local, based on the pay telephone calling area, and correctly rate and route the call.
- 6.1.215 The Proposer **shall** be responsible for installing and maintaining all telephone and/or data circuits necessary to provide local exchange, long distance and international calling whether the proposed Inmate Telephone System operates in direct dial (debit) or collect call mode.

System Telephone Protocols

- 6.1.216 Each call placed (direct dial or collect) through the Inmate Telephone System **must** be electronically identified by the system as being a call originating from a Bristol County Sheriff's Office facility in 100% of the cases with or without the accompanying inmate PIN.

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- 6.1.217 If a call is not accepted by the party called, or if no one answers the call, the Proposer's service **must** inform the inmate of the situation and not simply disconnect the call.
- 6.1.218 It is **highly advantageous** that the Inmate Telephone System provides the called party with an opportunity to deny all future calls of that same type from an inmate by responding to a voice response prompt when answering a call. This feature **must** be available for both direct dial (debit) and collect calls. The activation or deactivation of this feature **must** be controlled by the BCSO. The Proposer **must** describe, in its response, how this feature would operate and how the BCSO could notify called parties of the feature's availability for their use.
- 6.1.219 The Inmate Telephone System **must** have the capability to accept the called party's response via DTMF (Touch-Tone Pad) input from the telephone. The Proposer **must** address how the system will accept input from rotary dial telephone users.
- 6.1.220 It is **highly advantageous** that the Inmate Telephone System has the capability to accept the called party's response via voice response. (Yes/ No Response).
- 6.1.221 The Inmate Telephone System **shall** have the capability to interject messages into a telephone call at random intervals (i.e., "this call is from a BCSO Facility") as deemed necessary by the BCSO and at BCSO determined intervals. This feature **shall** be available for both direct dial and collect calls. The activation or deactivation of this feature **must** be controlled by facility by the BCSO.
- 6.1.222 The Inmate Telephone System **shall** be capable of announcing to the called party that the call is a collect call or direct dial, as appropriate. The activation or deactivation of this feature **must** be controlled by facility by the BCSO.
- 6.1.223 The Inmate Telephone System, while operating in collect call mode, **shall** be capable of announcing to the called party the name of the calling inmate. Proposers **must** provide a mechanism to record an inmate's name one time to be used each time this announcement is required. The activation or deactivation of this feature **must** be controlled by facility by the BCSO. The Proposer **must** state if this name feature is available when the system operates in debit-based mode.
- 6.1.224 The Inmate Telephone System **shall** be capable of announcing to the called party how to accept calls. The activation or deactivation of this feature **must** be controlled by facility by the BCSO.
- 6.1.225 It is **highly advantageous** that the Inmate Telephone System be capable of announcing to the called party the collect call rate, prior to acceptance, when a collect call is placed.
- 6.1.226 The system **must** provide a manner for all debit-based calls to be "branded" with the preferred BCSO message as well as the statement that "All calls are recorded".

General System Operational Requirements

- 6.1.227 The Proposer **must** describe, in its response, how the proposed Inmate Telephone System will operate within each individual BCSO facility, throughout all BCSO facilities/systems in conjunction with the Proposers' organization/facilities.

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- 6.1.228 The Proposer **must** describe, in its response, the network of services required to support the proposed Inmate Telephone System. (i.e., ISDN, 56Kbps Circuit, T1, etc.)
- 6.1.229 The Proposer **must** describe, in its response, how remote access to the system will be provided for authorized BCSO personnel.
- 6.1.230 The Proposer **must** provide, in its response, all electrical and environmental requirements of the system for each BCSO location. Such information **must** be provided for all components of the Inmate Telephone System including central processor, recording equipment, etc.
- 6.1.231 The Proposer **must** provide and install adequate surge protection for the proposed Inmate Telephone System and its components. The use of traditional “power strips” for surge protection is not acceptable for this requirement.
- 6.1.232 The Proposer **must** provide and install adequate lightning protection equipment on all network services supplied for the proposed Inmate Telephone System.
- 6.1.233 The Proposer **must** provide a sufficient number of uninterruptible power supply (UPS) systems that also have surge protection and line conditioning at each BCSO facility capable of supporting all Inmate Telephone System components including recording devices for a minimum of one (1) hour.
- 6.1.234 The Proposer **must** provide, install and maintain all Inmate Telephone System UPS system equipment at each of the BCSO facilities. The Proposer **must** replace all UPS system equipment upon expiration of the manufacturer’s life cycle of the installed product.
- 6.1.235 The Proposer **must** describe, in its response, what will occur when commercial power to the Inmate Telephone System is lost.
- 6.1.236 In the case of the loss of commercial power and the failure of the UPS system, the Inmate Telephone System **must** automatically restrict or “shut off” all Inmate Station Equipment (Telephones) so that no inmate calls can be made until commercial power is restored.
- 6.1.237 The Proposer **must** propose an Inmate Telephone System capable of recovering from a power outage automatically or remotely once commercial power is restored.
- 6.1.238 The Proposer **must** provide, in its response, a written description of the space requirements associated with the Inmate Telephone System hardware components. The Proposer **must** clearly define how much physical space is required by each hardware component and provide a recommended equipment layout configuration. Due to limited space available in BCSO facilities, a smaller rather than larger space requirement is **highly advantageous**.

System Capacities

- 6.1.239 The Proposer **must** provide, in its response, the capacities/limits for the proposed Inmate Telephone System. At a minimum, the Proposer **must** provide the capacity for the following:

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- 6.1.240 Individual Inmate Accounts
- 6.1.241 Call Records
- 6.1.242 Simultaneous Administrative Users
- 6.1.243 Workstations
- 6.1.244 Silent Monitors
- 6.1.245 Simultaneous Users of Silent Monitor Equipment
- 6.1.246 Inmate Telephones
- 6.1.247 Inmate Visitor Telephones
- 6.1.248 Telephone Calls
- 6.1.249 Software Enhancements/Upgrades
- 6.1.250 The Proposer **must** explain, in its response, the process for handling requests from the BCSO for system software enhancements. This response **shall** include any costs, charges, and fees, which would be imposed on BCSO for the requested enhancements, or other changes made to the system software. It is **highly advantageous** that there be no charge for these enhancements.
- 6.1.251 The Proposer **must** provide software enhancements/upgrades to the proposed Inmate Telephone System, other than those specifically requested by the BCSO, at no additional cost. The installed Inmate Telephone System **must** always be at the latest general release of the system software including operating systems for the system administration or system reporting terminals/PCs. Beta and Field Tested Software **must not** be provided unless specifically approved by the BCSO. Prior to any software upgrades or enhancements, the Proposer **shall** discuss the software benefits with the BCSO and proceed only after BCSO approval.

Fraud Detection

- 6.1.252 The Proposer **must** describe, in its response, all detection and prevention capabilities related to fraudulent, illicit or unauthorized activity available on the proposed Inmate Telephone System.
- 6.1.253 The Proposer **must** identify, in its response, specific activities the proposed system capabilities **shall** detect and/or prevent. The Proposer **must** also identify, in its response; possible methods inmates may use to circumvent these capabilities.
- 6.1.254 It is **highly advantageous** that the proposed Inmate Telephone System be capable of detecting extra dialed digits from either the called party or the inmate's telephone. The Proposer **must** describe, in its

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response, the options available to the BCSO upon detection of the extra dialed digits. (i.e., call termination, system alarm, logging of call to the database, etc.)

- 6.1.255 It is **highly advantageous** that the proposed Inmate Telephone System be capable of detecting unusual or suspicious number sequences dialed or dialing patterns, which the system identifies as possible attempts to commit fraud. Proposer **must** describe, in its response, the options available to the BCSO upon detection of the unusual or suspicious number sequences.
- 6.1.256 It is **highly advantageous** that the proposed Inmate Telephone System be capable of detecting call forwarding. Proposer **must** describe, in its response, the options available to the BCSO upon detection of call forwarding.
- 6.1.257 The proposed Inmate Telephone System **must** allow the BCSO to immediately and remotely turn telephones on and off. This **shall** be capable of being accomplished by individual telephones, groups of telephones, or an entire BCSO facility by BCSO staff with the appropriate authorization level.

Voice Quality

- 6.1.258 The Proposer **must** propose an Inmate Telephone System that provides a quality of voice connections that meet or exceed appropriate industry standards in the United States and enacted by appropriate standards organizations for transmitted and received levels, noise, cross talk and frequency range. The Proposer **must** provide the BCSO with the standard (i.e. Bellcore, ANSI, etc.) to which its Inmate Telephone System will adhere.
- 6.1.259 The voice quality level listed above **shall** be in place for all telephone services at all stages of a call and **shall not** be affected by any other Inmate Telephone System feature, function or capability.

General System Management Requirements

- 6.1.260 The Proposer **must** propose an Inmate Telephone System that can be administered on-site and off-site by Proposer or BCSO personnel. It is **highly advantageous** that the Proposer includes, at no charge to the Bristol County Sheriff's Office, two (2) full-time (on-site at the discretion of the BCSO) administrators who are acceptable to the BCSO.
- 6.1.261 It is **highly advantageous** that the Proposer provides the system administrators' yearly compensation commensurate to comparable BCSO personnel presently performing their functions.
- 6.1.262 The Proposer **must** propose an Inmate Telephone System that allows for changes to be administered in "real time" while the system is currently in use. The proposed system **must not** require the system to be taken off line to make additions, changes or retrieve reports.
- 6.1.263 The Proposer **must** propose an Inmate Telephone System that provides a Graphical User Interface (GUI) compatible with Microsoft Windows for both system administration and system reporting functions.

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- 6.1.264 The Proposer **must** describe, in its response, what system administration functions are available with the proposed Inmate Telephone System. (i.e., new account entry, account/record modification, account deletion, etc.) The Proposer **must** provide samples of its User Interface screens with its response.
- 6.1.265 The Proposer **must** describe, in its response, how inmate records will be moved from one BCSO facility to another when an inmate is transferred.
- 6.1.266 The Proposer **must** describe, in its response, how it will provide system security for all data stored locally or in a central database. Such security description **must** include system security as well as how access to such sensitive information will be performed within the Proposer's organization.

Data Back-Up

- 6.1.267 The Proposer **must** describe, in its response, the steps that will be taken to ensure data integrity both in the local and central databases.
- 6.1.268 The Proposer **must** perform all system and database back-ups and archiving. The Proposer **must** provide all archival hardware, supplies, network and recovery procedures that will ensure that no data **shall** be lost.
- 6.1.269 The Proposer **must** be capable of recovering all system data for all locations, to the point of full system operation, using a system backup.
- 6.1.270 The Proposer **must** describe, in its response, the back-up schedule for the local databases for each BCSO facility and the central database for the entire system.
- 6.1.271 The Proposer **must** provide for all database information to be stored off site from the Proposer's location. The Proposer **must** describe, in its response, how this "copy" will be kept current with the other system backups.
- 6.1.272 The Proposer **must** state, in its response, which entity retains ownership of all archived information, call detail, inmate records, etc.

System Reports

- 6.1.273 The proposed Inmate Telephone System **must** provide reporting and querying methods and capabilities, which provide maximum flexibility, a user-friendly interface, speed, efficiency and accuracy. The Proposer **must** describe, in its response, the reporting capabilities of the proposed Inmate Telephone System.
- 6.1.274 The proposed Inmate Telephone System **must** allow for the generation of reports by BCSO facility, a combination of BCSO facilities or all BCSO facilities.
- 6.1.275 The proposed Inmate Telephone System **must** allow for the generation of reports by BCSO personnel based on their user level restriction.

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- 6.1.276 The proposed Inmate Telephone System **must** allow for the generation of reports via a user-friendly interface. This interface **must** be a Graphical User Interface (GUI) compatible with Windows. The Proposer **must** describe the user interface for generating reports in its response.
- 6.1.277 It is **highly advantageous** if the proposed Inmate Telephone System allows for the generation of reports via a WEB based interface from off-site locations. The Proposer **must** describe, in its response, how this feature would operate, availability of information (i.e. date range, content, printing, etc.), and how system security would be maintained.
- 6.1.278 It is **highly advantageous** that the proposed Inmate Telephone System management, administration and reporting functions operate, at a minimum, in a Microsoft Windows XP Professional Desktop environment.
- 6.1.279 It is **highly advantageous** that the proposed Inmate Telephone System management, administration and reporting functions operate, at a minimum, in a Microsoft Windows 2003 Server and Windows XP Professional Desktop environment.
- 6.1.280 The proposed Inmate Telephone System **must** allow for the generation of standard system reports as well as reports customized for the specific needs of the BCSO.
- 6.1.281 The Proposer **must** include samples of its standard system reports in its response.
- 6.1.282 The proposed Inmate Telephone System **must** allow for selected reports to be generated automatically based on BCSO criteria (i.e., time of day, volume of calls, particular inmate, etc.). The Proposer **must** describe, in its response, all options available to the BCSO for this automatic report generation.
- 6.1.283 The proposed Inmate Telephone System **must** allow for automatic generation of reports on a BCSO facility or system wide basis.
- 6.1.284 The proposed Inmate Telephone System **must** provide adequate processing power to allow for rapid search and report generation capabilities.
- 6.1.285 The proposed Inmate Telephone System **must** allow for all report data to be stored in an ASCII file format on removable electronic storage media (i.e., tape, CD/DVD, USB Jump Drive, etc.).
- 6.1.286 It is **highly advantageous** that the proposed Inmate Telephone System allows for report data to be stored in other electronic format (i.e., standard DBF format, File Maker format, Microsoft Excel format, etc.).
- 6.1.287 It is **highly advantageous** that the proposed Inmate Telephone System allows for report data to be directly sent to an email interface (currently Microsoft Exchange Server).
- 6.1.288 The Proposer **must** list the available electronic formats in its response
- 6.1.289 The proposed Inmate Telephone System **must** allow for all reports to be viewed in hard copy format or viewed on-line by a user with the proper access level.

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- 6.1.290 The proposed Inmate Telephone System **must** provide for the following reports, at a minimum, to be generated by the BCSO.
- 6.1.291 Chronological List of Calls
- 6.1.292 Daily Call Volume Summary
- 6.1.293 Daily Call Volume
- 6.1.294 Inmate Account Summary
- 6.1.295 Inmate Account Detail
- 6.1.296 Frequently Dialed
- 6.1.297 Specific Telephone Number Dialed Usage
- 6.1.298 Suspended Inmate Account
- 6.1.299 Alert Notification
- 6.1.300 Telephone Numbers Called by More Than One Inmate
- 6.1.301 Telephone Numbers Assigned to More Than One Inmate Account
- 6.1.302 Quantity of Calls per Inmate Account
- 6.1.303 Quantity of Minutes per Inmate Account
- 6.1.304 Blocked Telephone Number List
- 6.1.305 Local Exchange Volume (by Exchange)
- 6.1.306 Area Code Volume (by Area Code)
- 6.1.307 It is **highly advantageous** that the Proposer allows access to system reporting information via an Intranet application accessible through the Internet. All access will be via password-protected id, secure application or ID card.

Inmate Account Information

- 6.1.308 The Proposer **must** describe in detail, in its response, the options for the BCSO in regards to inmate account information. This description **must** include such items as PIN (8 digits minimum), length of inmate name fields (first, middle, last), identifier of BCSO facility, identifier of unit within BCSO

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facility, comments field, language preference field, account activation date, date of arrival, current status, etc.

- 6.1.309 The proposed Inmate Telephone System **must** provide alert levels to be placed on each particular inmate's account information. Such alert levels **must** be viewable in real time mode via the system administration terminal or via printed report.
- 6.1.310 The proposed Inmate Telephone System **must** provide for telephone lists to be assigned to each particular inmate's account information. These telephone lists **must** be restricted and controlled by the inmate's PIN.
- 6.1.311 The proposed Inmate Telephone System **must** allow for a minimum of thirty (30) telephone numbers to be assigned to each particular inmate's account information. These telephone numbers **shall** be placed in the particular inmate's Personal Allowed Numbers (PAN) list assigned to the inmate's PIN.
- 6.1.312 The proposed Inmate Telephone System **must** allow the BCSO to restrict an inmate under disciplinary action from placing all calls assigned to his particular PIN with the exception of privileged numbers.
- 6.1.313 The Proposer **must** state the maximum number of telephone numbers assignable to each inmate's account.
- 6.1.314 The proposed Inmate Telephone System **shall** provide BCSO personnel with the capability to enter, modify, and delete numbers for inmate Personal Allowed Numbers (PAN).
- 6.1.315 It would be **highly advantageous** if the proposed Inmate Telephone System allows automatic global "flushing" of the inmates PAN list on a BCSO pre-determined cycle.
- 6.1.316 It would be **highly advantageous** if the PAN list can be set to automatically repopulate, up to the preset limit, as the inmate makes calls.
- 6.1.317 The proposed Inmate Telephone System **shall** provide the capability to flag each individual telephone number in the inmate's PAN as "do not record". The default setting for each telephone number will be to record until flagged by BCSO personnel to the contrary.
- 6.1.318 The proposed Inmate Telephone System **shall** provide the preference of English, Portuguese, or Spanish voice messages or prompts depending on the individual inmate's account information. The default setting for each inmate **shall** be English.
- 6.1.319 It is **highly advantageous** that the proposed Inmate Telephone System provides standard language prompts other than English, Portuguese, and Spanish. Each language provided **must** be controlled by the inmate's account information. The Proposer **must** provide a list of languages available with the proposed Inmate Telephone System.
- 6.1.320 It is **highly advantageous** that the proposed Inmate Telephone System is capable of assigning an inmate's account to an individual telephone or group of telephones so that the inmate's account may

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only place calls from those designated telephones. These telephones **must** still be capable of being used by inmate accounts not specifically assigned to them.

- 6.1.321 The proposed Inmate Telephone System **must** allow BCSO staff to enable or disable an inmate's ability to receive account information over the telephone (when the system is operating in debit, PIN controlled mode).

Additional Operation Requirements

- 6.1.322 It is **highly advantageous** that the proposed Inmate Telephone System be capable of being configured to control the amount of time between inmate-completed calls. The proposed Inmate Telephone System **must** be capable of placing the limit on direct dialed, collect or both types of calls. The BCSO **shall** be capable of enabling and disabling this feature. This time interval **shall** be configurable by minute increments.

Equipment/Systems Maintenance

- 6.1.323 The Proposer **must** provide an Inmate Telephone System at each required BCSO facilities that is fully functional in regards to all labor, materials, system hardware and/or software. The Proposer **must** further warrant that any Inmate Telephone System installed for the BCSO **shall** be free of defects, irregularities, unprofessional installation, code violations and **shall** operate as designed and proposed. Should the system not operate as designed and proposed or violate any local, state or federal code, the Proposer **shall** correct the defect or irregularity or bring the system to within code specifications at no cost to the BCSO.
- 6.1.324 The Proposer **must** provide all post installation system programming and maintenance services at no cost to the BCSO.
- 6.1.325 The Proposer **must** agree in it proposal that service is available on its Inmate Telephone System seven (7) days per week, twenty-four (24) hours a day.
- 6.1.326 The Proposer **must** propose an Inmate Telephone System that provides for remote diagnostics and maintenance. The Proposer **must** describe in its response this function and which system components can be diagnosed and/or repaired remotely.
- 6.1.327 It is **highly advantageous** if the Proposer agrees to provide a trained service technician for a site walk-through on a weekly basis to service/repair inmate telephones.
- 6.1.328 The Proposer is responsible for replacement of the Inmate Telephone System in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the BCSO and will occur immediately upon notification to the Proposer of the system problem by the BCSO facility.

Response to Maintenance Calls

- 6.1.329 Should any critical component of the Inmate Telephone System provided by the Proposer fail; the Proposer **must** respond to BCSO maintenance/repair calls in the following manner.
- 6.1.330 "Response" to a maintenance call requires that the Proposer **must** begin remote testing of the system or have a qualified technician (suitably equipped for the installed system, components or system hardware/software) on site at the reporting BCSO location.
- 6.1.331 After receipt of the service call from the BCSO, the Proposer is required to notify the reporting facility, by the required response times outlined in this Section, that it has commenced (or completed) remote testing or when a qualified service technician will be on site to facilitate repair of the service.

Definition of a "Major Emergency"

- 6.1.332 For the purpose of this RFR, a "Major Emergency" **shall** be defined as an occurrence of any of the following. The Proposer is required to negotiate with the BCSO to determine specific criteria for a "Major Emergency".
- 6.1.333 A failure of a local or remote processor, its common equipment;
- 6.1.334 Power supplies which render the system incapable of performing its normal functions;
- 6.1.335 A failure of the recording equipment or any of its components that affects the full recording operation;
- 6.1.336 A failure of 50% or more of the inmate stations at any one area within a BCSO facility;
- 6.1.337 A failure of the system functions that result in the ability of inmates to place calls without the use of PIN;
- 6.1.338 A failure of the system functions that results in the ability of inmates to make direct dialed calls when the system is operating in collect call only mode;
- 6.1.339 A failure of the system functions that results in the ability of inmates to reach a "live" operator;

Response Times for a "Major Emergency"

- 6.1.340 For a "Major Emergency" the Proposer **must** respond to the service problem within one (1) hour of initial trouble report by the BCSO facility, through the use of remote testing or access. Records of testing to compliance with this requirement **must** be available to the BCSO upon request.
- 6.1.341 Should the system not be accessible for remote access, the Proposer **must** have a qualified technician, suitably equipped for the installed system, on site at the agency location within four (4) hours from the time of initial trouble report. It is **highly advantageous** if the Proposer commits to having a qualified technician on-site in two (2) hours.

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- 6.1.342 The Proposer **must** contact the reporting BCSO contact with remote testing results (or an update of the remote testing process) within two (2) hours of initial trouble report (if the system is suitably equipped for such testing). Otherwise, within two (2) hours of the original service call from the BCSO institution, the Proposer **must** notify the BCSO contact that a technician has been dispatched and the estimated time of arrival at the agency site.
- 6.1.343 Should the problem not be resolved via remote access, the Proposer **must** have a qualified technician, suitably equipped for the installed system, on site at the BCSO institution within four (4) hours from the time of initial trouble report.

Repair Times for a "Major Emergency"

- 6.1.344 The BCSO understands the tentative nature of ensuring that a repair to any Inmate Telephone System is completed in a set period of time. Thus, the Proposer is required to meet all responses times listed above under the "response" definition. In regards to repair of the system to normal operating status, the Proposer is required to use commercially reasonable efforts to repair the system within eight (8) hours of the initial trouble call from the BCSO.
- 6.1.345 In the event of extraordinary obstacles to repair for which the Proposer exceeds the eight (8) hour time-to-repair requirement, notification and a detailed plan of repair **shall** be made to the BCSO by the Proposer.

Definition of "Routine Service"

- 6.1.346 For the purpose of this RFR, Routine Service **shall** be defined as a system failure or problem other than a "Major Emergency" item as listed above or defined by the BCSO.

Response Times for "Routine Service"

- 6.1.347 For a "Routine Service" the Proposer **must** respond to the service problem within four (4) hours of initial trouble report by the BCSO facility, through the use of remote testing or access. Records of testing to compliance with this requirement **must** be available to the BCSO upon request. It is **highly advantageous** if the Proposer commits to having a qualified technician respond within two (2) hours.
- 6.1.348 Should the system not be equipped for remote access, the Proposer **must** have a qualified technician, suitably equipped for the installed system, on site at the BCSO facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 4:00 p.m., Monday through Friday.
- 6.1.349 The Proposer **must** contact the BCSO contact with remote testing results (or an update of the remote testing process) within six (6) hours of initial trouble report (if the system is suitably equipped for such testing). Otherwise, within six (6) hours of the original service call from the BCSO institution, the Proposer **must** notify the BCSO contact that a technician has been dispatched and the estimated time of arrival at the agency site.

Critical Component Availability

- 6.1.350 The Proposer **must** describe, in its response, the procedure for ensuring that critical components are within the available service area for each BCSO institution.
- 6.1.351 The Proposer **must** guarantee to the BCSO that all parts and materials necessary to repair the proposed Inmate Telephone System are readily available to on-site service personnel twenty-four (24) hours per day, seven days per week, and 365 days per year. The BCSO will not accept the delay of system repair based on the fact that service personnel can not access a parts warehouse, office or similar Proposer facility because of the facility is not opened "after hours", weekends or holidays.

Escalation Procedures for Maintenance Service

- 6.1.352 The Proposer **must** provide, in its Response, escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to service, etc. These described procedures **must** include the name and title of service and management personnel as well as criteria for service escalation to a certain "level" within the Proposer's organization.
- 6.1.353 Updated contact names and telephone numbers of the service and management positions listed/described in the above provided procedures **must** be made available to the BCSO immediately upon request.

Trouble Reports

- 6.1.354 The Proposer **must** describe, in its response, its procedures for accepting maintenance calls, entering of trouble tickets, escalation criteria and procedures, etc.
- 6.1.355 The Proposer **must** provide the BCSO with the correct manner in which to report system troubles or order additions to the system from the Proposer.

Answering of Maintenance Calls

- 6.1.356 The Proposer **must** ensure and state, in its response, that all maintenance calls from the BCSO **shall** be answered by a "live" operator/service representative at all times.

Monthly System Downtime

- 6.1.357 The cumulative monthly "downtime" (system inaccessible) for the proposed Inmate Telephone System **must not** exceed the parameters agreed upon by the Proposer and the BCSO at the time of contract and installation. It is **advantageous** that the Proposer commits to a "downtime" parameter in its proposal. The best downtime parameter proposed will be regarded as **highly advantageous**.
- 6.1.358 The Proposer **must** track all system downtime for each BCSO facility and compile per-facility records of these measures for BCSO review each month.

Transition and Implementation Requirements

- 6.1.359 The BCSO is presently utilizing an Inmate Telephone System provided by Securus Technologies, Inc. It is therefore of the utmost importance that the Proposer addresses the issue of transition from the existing system to the new Inmate Telephone System at all BCSO locations. The BCSO realizes that some "down time" will occur during this transition but the Proposer **must** propose an implementation plan that reduces this "down time" and allows for a smooth progression to the new system.
- 6.1.360 The Proposer **must** agree in its proposal to furnish or cause to be furnished, all labor, supervision, equipment, materials, and supplies necessary to install the proposed system.
- 6.1.361 The Proposer **must** provide, in its response, a transition and implementation plan which will include, at a minimum, the following components: a time line for all facilities; transition procedures from the existing system to the new system; staffing requirements of the BCSO for each facility; responsibility of the BCSO staff at each facility; make-up of the Proposer's implementation team.
- 6.1.362 The Proposer's implementation plan **must** include a detailed explanation of the following items:
- 6.1.363 Pre-installation procedures for each BCSO facility;
- 6.1.364 Pre-installation procedures for the complete system;
- 6.1.365 Network service coordination requirements;
- 6.1.366 Software programming and preparation;
- 6.1.367 Equipment delivery schedules;
- 6.1.368 Equipment security procedures;
- 6.1.369 Equipment/system installation procedures;
- 6.1.370 Station equipment installation procedures;
- 6.1.371 System testing;
- 6.1.372 Actual system cutover to service.
- 6.1.373 The Proposer **must** comply with all BCSO requirements for facility access including tool control, background checks and dress code.
- 6.1.374 The Proposer **must** work with the BCSO to determine the exact times when Inmate Station Equipment (Telephones) can be replaced to reduce "down time".
- 6.1.375 The Proposer **shall** remove the existing Inmate Station Equipment (telephones) in all required BCSO facilities and replace them with new Station Equipment.

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- 6.1.376 The Proposer **shall** re-use existing station cabling installed at each BCSO facility for the Inmate Station Equipment (Telephones). In cases where existing station cabling cannot be used, the Proposer will install new station cabling (Category 5 minimum) at no cost to the BCSO. Any new cabling **must** include wall plate, cross connection, patch cords, etc. as required by BCSO.
- 6.1.377 The Proposer **must** agree in its proposal to obtain BCSO permission in writing before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. The BCSO does not anticipate that such work will be required to install the Inmate Telephone System. Proposers **must** pay prevailing wage rates for the foregoing and any other work that constitutes an alteration or addition to a building, e.g. installing new conduit, new jacks or new terminals.
- 6.1.378 The Proposer **must** agree in its proposal that in the event of a problem or question of continuity arising during installation of the proposed system provisions **shall** be made by the Proposer for joint testing of the system by the Proposer and the BCSO at no additional cost to the BCSO.
- 6.1.379 The Proposer will be responsible for the generation and creation of the system database(s) required to provide a fully operational Inmate Telephone System. The BCSO will provide the Proposer with appropriate information as requested.
- 6.1.380 The Proposer **must** state, in its response, how the current system(s) database information including inmate profile and call records will be retained during conversion to the new system.
- 6.1.381 The Proposer **must** ensure that all of its work and materials will comply with all local, county, state and federal laws, ordinances and regulations as well as any direction of inspectors appointed by proper authorities having jurisdiction at each BCSO facility.
- 6.1.382 The BCSO will acquire all necessary permits, etc. identified by the Proposer. Should violation of codes occur, relating to this Inmate Telephone System project, the selected vendor **must** correct the situation at no cost to the BCSO.
- 6.1.383 Work may be conducted with other trades. The Proposer **shall** conduct all work in harmony with other trades.

Implementation Team

- 6.1.384 The Proposer **must** specify, in its response, the members of the team that will install the proposed Inmate Telephone System at each BCSO facility. The Proposer **must** also include the duties and responsibilities of each team member as it pertains to this BCSO project. It is **advantageous** if the Proposer provides resumes of the proposed personnel. It is **highly advantageous** if the proposed personnel have documented experience in correctional facilities.
- 6.1.385 The Proposer **must** state the requirements and responsibilities of the BCSO implementation team.

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- 6.1.386 The Proposer **must** assign one project manager to oversee the Inmate Telephone System project for BCSO. This project manager will act as a single-point-of-contact (SPOC) for BCSO during the life of this system implementation. It is **advantageous** if the project manager proposed by the Proposer has documented experience in overseeing similar projects in correctional facilities. It is **highly advantageous** if the project manager proposed by the Proposer has documented experience in overseeing similar projects in county correctional facilities.
- 6.1.387 The Proposer **must** warrant in its proposal that all installation staff that will service the proposed system have been fully trained and certified by the manufacturer as qualified to service the proposed Inmate Telephone System.

System Testing

- 6.1.388 The Proposer **must** provide, in its response, a complete and comprehensive functional test plan to assure the BCSO of the system's readiness to accept inmate-calling traffic. This test plan **must** include a checklist of items to be performed by the Proposer's implementation team and verified by the BCSO staff.

System Acceptance

- 6.1.389 The Proposer must provide, in its response, a complete and comprehensive acceptance plan for the Inmate Telephone System at each BCSO facility. System acceptance **shall** be determined by a consecutive thirty (30) day period during which the system **must** function "error free". The Proposer **must** work with the BCSO to determine the actual definition of "error free" operation. Failure of the system to meet mutually agreed upon acceptance criteria for more than thirty (30) days may result in a request for replacement by the BCSO for that particular system.

System BCSO Documentation

- 6.1.390 At the completion of the project, the Proposer **must** provide a complete set of system reference manuals that **must** include information specific to the installation at each BCSO facility.
- 6.1.391 The Proposer **shall** supply trouble logs for all problems reported on the system on an as needed basis.
- 6.1.392 The Proposer **shall** supply all necessary documentation to the BCSO site administrators in regards to maintenance contact numbers, maintenance reporting procedures, maintenance escalation procedures, etc.

Training Requirements

- 6.1.393 It is instrumental to the success of the installation of the Inmate Telephone System that BCSO personnel be trained in various aspects of the system operation. Therefore, the Proposer **must** provide a complete training schedule based on the following requirements.
- 6.1.394 The Proposer **must** provide all end-user training to the BCSO at no cost.

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- 6.1.395 The Proposer **must** provide all end-user training on site at the various BCSO facilities.
- 6.1.396 The Proposer **must** provide training for various levels of BCSO staff including full-time system administrators and part-time system administrators.
- 6.1.397 The Proposer **must** provide full training for all assigned system users on how to create, delete and modify inmate records.
- 6.1.398 The Proposer **must** provide full training for all assigned system users on how to generate appropriate system reports.
- 6.1.399 The Proposer **must** provide full training for all assigned system users on how to maintain inmate alert levels and respond accordingly when these levels are exceeded.
- 6.1.400 The Proposer **must** provide full training on all components of the Inmate Telephone System.
- 6.1.401 The Proposer **must** provide full training on the provided recording equipment including the live monitoring of inmate calls, playback of archived calls and the transfer of calls to other media for playback at off-site locations.
- 6.1.402 The Proposer **shall** provide full training for all assigned system users on how to change inmate restriction levels.
- 6.1.403 The Proposer **must** provide full training for all assigned system users on how to initiate system restrictions including the shutting down of individual inmate telephones, groups of inmate telephones or the entire facility.
- 6.1.404 The Proposer **must** provide refresher system training for existing BCSO personnel when required by the BCSO at no cost.
- 6.1.405 The Proposer **must** provide additional training for new BCSO personnel when required by the BCSO at no cost.
- 6.1.406 The Proposer **must** describe, in its response, any advanced system training that may be available to BCSO personnel whether provided on-site at the BCSO facility or off-site at the Proposer's training facilities.
- 6.1.407 The Proposer **must** in its proposal include the name and the title of the person who will have the overall responsibility for training.
- 6.1.408 It is **advantageous** that written material, utilized in the training program, becomes the property of the BCSO upon completion of the training sessions.
- 6.1.409 The proposed Inmate Telephone System **must** provide for on-line help for system operation, administration, reporting and management functions.

Post Installation and Expansion Requirements

- 6.1.410 The BCSO may require the addition of equipment at its facilities after the original installation of the proposed Inmate Telephone System. The Proposer **must** install additional equipment within thirty (30) days upon notification from the BCSO authorized personnel. This installation of this equipment **shall** be at no cost to the BCSO.
- 6.1.411 The Proposer **shall** be responsible for making all system modifications necessary to allow inmates to place calls as industry dialing requirements change, at no additional cost to the BCSO.
- 6.1.412 The Proposer **shall** be responsible for complying with and updating the Inmate Telephone System for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state, county and municipal modifications. These changes **shall** be made at no additional cost to the BCSO.
- 6.1.413 All call processing and call rating information **shall** be kept current by the Proposer to ensure inmates can place calls to all approved numbers. This information includes but is not limited to local exchanges, area codes, country codes, vertical and horizontal coordinates, and any other information necessary to accurately process and rate calls. The Proposer **shall** provide the BCSO with rating information for all calls when requested by the BCSO.
- 6.1.414 The Proposer is responsible for replacement of the Inmate Telephone System in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the BCSO and will occur immediately upon notification to the Proposer of the system problem by the BCSO facility.

Phase Out Plan

- 6.1.415 The Proposer **shall** provide, in its response, a full explanation of how it will handle a phase-out situation at the end of the contract period should the Proposer not be selected for the next contract to provide an Inmate Telephone System to the BCSO. This plan **shall** indicate any commission adjustment that will take effect should the next provider not be able to phase-in its service for ninety (90) days. The Proposer **shall** also identify any equipment that will be owned by the BCSO and any equipment not owned by the BCSO at the end of this contract. Any BCSO owned equipment located outside the BCSO facilities such as recording equipment, system hardware and/or software **must** be provided to the next contract provider at no cost to the BCSO or the new provider.

Site Administrators

- 6.1.416 The Site Administrators **must** possess basic computer skills that will allow for basic system monitoring and management of the proposed Inmate Telephone System. The Site Administrators will administer, facilitate and manage data entry and administrative system responsibilities.
- 6.1.417 The Proposer **must** input all existing "Global Allowed" numbers from the current Inmate Telephone System. Global Allowed numbers include, but are not limited to, Attorney numbers, System Speed

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Dial numbers (numbers 3-4 digits in length), "TIP" lines, legal services, consulates, and 800/888 numbers associated with inmate legal services. The Proposer **shall** provide the Site Administrators with instructions to continually update and maintain the Global Allowed numbers database.

- 6.1.418 The Proposer **must** detail, in its response, a plan of how the Site Administrators' functions will be conducted including, but not limited to, the following:
 - 6.1.419 Test all lines for dial tone and functionality each morning;
 - 6.1.420 PIN and PAN database initial entry and changes;
 - 6.1.421 Production of standard administrative and investigative reports;
 - 6.1.422 Production of customized reports as required;
 - 6.1.423 Maintenance and repair of the proposed Inmate Telephone System;
 - 6.1.424 Primary Proposer point of contact for the BCSO facility;
 - 6.1.425 Resolve all complaints and inquiries regarding the Inmate Telephone System;
 - 6.1.426 The Site Administrators, if proposed, **must** meet all employment and security requirements imposed by the Bristol County Sheriff's Office.

Section 7 Proposer History and References

7.1 Company Background

- 7.1.1 The Proposer **must** presently be in the business of providing Inmate Telephone Systems and Related Services to the end user community.
- 7.1.2 The Proposer **must** include, in its response, a summary that describes briefly, your company's history, present operation and future plans in the telecommunications industry. The purpose of this summary is to provide the BCSO with a brief, clear understanding of your company and its position in the telecommunications, and specifically the Inmate Telephone System industry.
- 7.1.3 This summary **must** include such items as:
- Number of Offices;
 - Number of Offices within Massachusetts;
 - Organizational Structure;
 - Total Staff
 - Number of Years in Business;
 - Number of Years Providing Inmate Telephone Systems and Related Services.
- 7.1.4 The Proposer **must** meet the minimum years in business requirements contained in Section 6 of this RFR.
- 7.1.5 The Proposer **must** demonstrate that it has the technical resources to provide, install and maintain Inmate Telephone Systems and Related Services for multiple BCSO facilities within the County of Bristol of Massachusetts by describing its organizational structure (including all subcontractors) or design, installation, maintenance, billing and customer support personnel.

7.2 Proposer Experience

- 7.2.1 The Proposer **must** include, in its response, a summary that describes how its experience in the Telecommunications industry qualifies it to provide the Inmate Telephone System and Related Services required in this RFR. The Proposer may demonstrate this experience by listing specific projects where similar services to those specified in this RFR were performed.

7.3 Proposer Financial Stability

- 7.3.1 The Proposer **must** present data to demonstrate financial stability and performance during the last two (2) years. If the company is publicly held and traded, an annual report **must** be included as one of the exhibits. This annual report **must** provide data for the division or subsidiary which is responding to this

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RFR and which will provide Inmate Telephone Systems and Related Services to the BCSO under any contract resulting from this procurement.

- 7.3.2 If privately held, the Proposer **must** provide a letter from its Accounting Firm confirming the firm's financial stability.

7.4 Proposer/Product References

- 7.4.1 The Proposer **must** provide end user references with its response. These references will be contacted either by telephone, email, mail or facsimile transmission to verify the Proposer's experience and "real world" installation procedures. All reference reviews are done in a professional and timely manner to minimize the demands on Proposer reference contacts.
- 7.4.2 A minimum of three (3) references **must** be provided by Proposer on the Business Reference Forms and included with your response. The Business Reference Form is Attachment B.
- 7.4.3 The Proposer **must** adhere to all requirements for references as outlined the Business References Form (Attachment B). Failure to provide references as required on the Business Reference Form may lead to disqualification of the Proposer's response.
- 7.4.4 It is the Proposer's responsibility to ensure that any reference provided in your response be aware that they may be contacted by the BCSO regarding the services provided by the Proposer. All reference reviews are done in a professional and timely manner to minimize the demands on Proposer reference contacts. However, reference contacts, which refuse to discuss the Proposer or the services, provided by the Proposer will result in an **unsatisfactory** rating for the Proposer for that reference. The BCSO is not responsible for "negotiating" a response from a reference provided by a Proposer and will not tolerate such reference responses as "we are not allowed to discuss that", "we do not have time to discuss this", etc.
- 7.4.5 The Proposer **must** provide an authorized primary and secondary contact name for each reference submitted. This will allow the BCSO to complete any reference reviews in a timely manner.

Section 8 - Preparation of the Technical and Business Proposal

8.1 General

- 8.1.1 The Technical and Business Proposal **must** be organized and presented as directed in this Section. The Proposal **should** provide a straightforward, concise statement of the Proposer's commitment to satisfy the requirements of this RFR for the Inmate Telephone system.
- 8.1.2 Accuracy and detailed completion of the Technical and Business Proposal is essential. Omissions and/or equivocal statements will be construed against the Proposer. The successful Proposal will be incorporated into the contract. Therefore, Proposers **must** be prepared to contractually commit to claims and/or statements made in its Proposal.
- 8.1.3 **COST OR COMMISSION INFORMATION MUST NOT BE INCLUDED IN ANY PART OF THE TECHNICAL AND BUSINESS PROPOSAL. ANY TECHNICAL AND BUSINESS PROPOSAL CONTAINING COST OR COMMISSION INFORMATION MAY BE DISQUALIFIED.**
- 8.1.4 The Technical and Business Response **must** consist of the required Cover Sheet (Attachment A) and the response sections with appropriate forms as required by 8.2 through 8.7 of this section of the RFR. Each required response section **must** be separated by the section covers provided as Attachments C through H of this RFR.
- 8.1.5 The Technical and Business Proposal must comply with the requirements of Section 6.

8.2 Letter of Transmittal Guarantee Statements, and Key Contacts

- 8.2.1 Section 1 of the Technical and Business Needs Proposal response **must** include a Letter of Transmittal signed by an individual authorized to contractually bind the Proposer and the items listed in 8.2.2.
- 8.2.2 It **must** also include all of the following:
- A summary, or executive overview, of the Proposer's Proposal specifying the equipment, systems and services proposed for the Inmate Telephone System;
 - A statement that the Proposal will remain in effect for a period of ninety (90) calendar days from the deadline for submission of Proposals and thereafter until the Proposer withdraws it, or a Contract made and approved, or this RFR is terminated, whichever first occurs;
 - A statement that if the BCSO accepts the Proposal within ninety (90) calendar days from the deadline of the submission of proposals or any additional period as may be jointly agreed upon by the Proposer and the BCSO, the Proposer will furnish any and all of the proposed equipment,

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systems and services to the Bristol County Sheriff's Office at the prices shown in **Attachment U - Inmate Telephone System - Cost and Commission Sheet**;

- The name, title, address and telephone number of one or more individuals who can respond to requests for additional information;
- The name, title, address and telephone number of one or more individuals who are authorized to negotiate and sign a contract for the Proposer will be the ones listed on the cover form;
- Identification of all materials and enclosures being submitted.

Proposals offering an effective period of less than ninety (90) calendar days will be considered non-responsive.

8.3 Proposer Information

Section 2 of the Technical and Business Needs Proposal response **must** address each of the items as outlined in 8.3.1 through 8.3.7 of this section.

Financial Strength

- 8.3.1 Each Proposer **must** provide in their proposal evidence of financial stability. This evidence **should** include certified balance sheets and income statements for the Proposer's two most recent fiscal years. These documents should break out subsidiary data if the Proposer is part of a larger entity.
- 8.3.2 If the Proposer, or any proposed subcontractor, has filed voluntarily or involuntarily for protection under Bankruptcy Laws or under any similar state law within the previous three years, the Proposer **must** explain the circumstances.
- 8.3.3 The Proposer **must** comply with all the requirements of Section 7.3 of the RFR in this section of their response.

Other Original Equipment Manufacturer

- 8.3.4 Proposers **must** fully describe any contractual or other arrangements, if any, between the Proposer and the Original Equipment Manufacturer (OEM) or supplier (subcontractor) of the equipment, systems and services the Proposer proposes to offer.

Proposer Business Structure

- 8.3.5 The Proposer **must** respond to the requirements of Section 7.1 and 7.2 of the RFR in this section of their response.

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- 8.3.6 Proposers **must** provide evidence explaining the circumstances, if any, of the Proposer's name changes, or if the Proposer has been bought by, or sold to, another company during the past three years. If the Proposer is a subsidiary of a parent company, provide the name of the parent company.

Prime Proposer

- 8.3.7 Consistent with all Sections of this RFR, the Proposer **must** accept full responsibility for any subcontractor's performance. Proposers **must** provide a list of all subcontractors, a description of each subcontractor's responsibilities, and signed letters of Agreement between the Proposer, as Prime Contractor, and its subcontractor(s) identifying their responsibilities and their relationship to the Prime Contractor. The Proposer as Prime Contractor **will** be responsible for meeting all of the terms of any Contract resulting from this RFR.

8.4 References

- 8.4.1 Section 3 of the Technical and Business Needs response **must** include at a minimum, the three (3) references that are required by Section 7.4 of the RFR and the references must be provided by Proposer and Partner on the Business Reference Form which is Attachment B in the RFR. Copies of the form are to be made by the Proposer and one form is to be used for each recommendation. It is **advantageous** if the three (3) references are correctional organizations (not facilities) in Massachusetts. It is **advantageous** if the Proposer has three (3) references that are county correctional organizations (not facilities) in Massachusetts. It is **highly advantageous** if the Proposer has more than three (3) references that are county correctional organizations (not facilities) in Massachusetts.
- 8.4.2 A description of the contractual relationship for each references **must** be given for customers who are receiving or have received services from the Proposer that are comparable to those being requested by the BCSO. Proposers **must not** provide cost information in their references.
- 8.4.3 Consistent with the requirements of this section the list references will be called between the hours of 8:00 A.M. and 4:00 P.M. EST. The Selection Board may reject references not available during this time frame.

8.5 Response to the Technical Specifications and Response to Business Needs Specifications

- 8.5.1 Section 4 of the Technical and Business Needs Proposal response **must** consist of a complete response to the Technical Specifications, as identified in Section 6 of this RFR.
- 8.5.2 Partial or incomplete responses will be deemed non-responsive.
- 8.5.3 Section 4 of the Technical and Business Proposal **must** consist of a complete response to all of the General Business Specifications as identified in Section 6 of this RFR.
- 8.5.4 Partial or incomplete responses will be deemed non-responsive.

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8.6 Mandatory Contract Terms and Conditions, Anti-Collusion, and Tax Compliance Forms

8.6.1 Section 5 of the Technical and Business Proposal **must** include the following mandatory attachments:

8.6.2 Each Proposer **must** complete, sign, and include in its proposal an executed copy of **Attachment L BCSO Terms and Conditions and Attachment V Commonwealth Terms and Conditions**. Completion of these forms represents acceptance by the Proposer of all of the terms and conditions set forth in Attachment L and V, subject to final negotiations.

Certificate of Non-Collusion

8.6.3 Each Proposer **must** complete and submit a signed Certificate of Non-Collusion (Attachment M) which must be included in this section.

Tax Certification

8.6.4 Each Proposer **must** submit a signed Tax Certificate (Attachment N) which must be included in this section.

Certificate of Authority

8.6.5 Each Proposer (Corporations only) **must** submit a signed Certificate of Authority (Attachment O) which must be included in this section.

Profile of Vendor

8.6.6 Each Proposer **must** submit a Profile of Vendor (Attachment P) which must be included in this section.

Affidavit of Compliance

8.6.7 Each Proposer **must** submit a signed Affidavit of Compliance (Attachment Q) which must be included in this section.

Verification of Insurance

8.6.8 Each Proposer **must** submit a signed Verification of Insurance (Attachment R) which must be included in this section.

Affirmative Action Plan

8.6.9 Each Proposer **must** submit a signed Affirmative Action Plan (Attachment S) which must be included in this section.

8.7 Additional Materials

Section 6 of the Technical and Business Needs Proposal response should contain, with appropriate cross-reference, bulky items and brochures called for by this RFR, such as annual reports. It may also include additional materials the Proposer wishes to submit in support of its Proposal.

Section 9 - Preparation of the Cost and Commission Proposal

9.1 General

9.1.1 The Cost and Commission Proposal **must** be prepared in the three (3) sections as specified below:

Section 1 - Letter of Transmittal

Section 2 - Coinless Inmate Telephone System Worksheet - Attachment T

Section 3 - Cost and Commission Computation Worksheet - Attachment U

9.1.2 The Cover Sheets in Attachments I through K must be the first sheet of each required response in this section

9.2 Letter of Transmittal

9.2.1 Section 1 of the Cost and Commission Proposal **must** include a Cost and Commission Letter of Transmittal signed by an individual authorized to contractually bind the Proposer. This letter **shall** include the following:

1. Specify the Inmate Telephone System proposed;
2. State that the Cost and Commission Proposal will remain in effect for a period of ninety (90) calendar days from the Proposal Due Date and thereafter until the Proposer withdraws it, or a contract is made and approved, or this RFR is terminated, whichever first occurs;
3. State that if the BCSO accepts the Proposal within ninety (90) calendar days from the deadline of the submission of proposals or any additional period as may be jointly agreed upon by the Proposer and the BCSO, the Proposer will furnish any and all of the Proposed equipment, systems and services to the BCSO, as required by this RFR;
4. Include the name, title, address and telephone number of one or more individuals who can respond to requests for additional information;
5. Each person signing the Proposal **must** also certify that he/she is the person in the Proposer's organization responsible for, or authorized to make decisions regarding the cost and commission quoted.

9.3 Cost, Rate and Commission Sheet for Inmate Telephone System

9.3.1 Section 2 of the Cost and Commission Proposal **must** consist of completed copies of the Inmate Telephone System Cost Sheet and Commission Sheet which is Attachment T. If necessary, Proposers should include explanatory materials for the Selection Board to gain a full understanding of the pricing data contained in the Commission Sheet.

9.3.2 The Commission Sheet included in this RFR and completed by the Proposer will be made an integral part of the Proposer's Contract with the BCSO and commission no lower than that entered in the Commission Sheet will be allowed during the term of the Contract. If the Contract is extended, the commission may be re-negotiated, at that time.

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9.3.3 Attachment T **must** be completed comprehensively. When applicable, insert the expression "N/C" (no charge). If a Proposer leaves any line of a price column blank, the Selection Board will conclude "N/C" (no charge) is intended.

9.3.4 **The BCSO will not have to pay for any items left blank or listed as N/C.**

9.4 Best Offer Commission Percentages

Section 3 must contain completed copies of the Cost and Commission Computation Worksheet, Attachment U.

9.4.1 A percentage of the gross revenue from the services requested by this RFR **must** be offered in the form of commissions to the BCSO. Gross revenue is defined as revenue for all billed calls without exception. The commission **must** be expressed in actual dollars that will be paid to the BCSO based on the computation of the percentage rate proposed multiplied by the gross revenue per call using the estimates provided for calculation purposes.

9.4.2 Proposers **must** submit their best offer for commission percentages and gross revenues, which be will presented as total dollars that will be payable, on a monthly basis, using the estimates provided for calculation purposes.

9.4.3 Proposers **must** calculate and estimate the annual gross revenues and annual income to the BCSO using the estimates provided for calculation purposes.

9.4.4 Proposers **must** subtract all costs or additional items associated with their proposal from the annual gross revenue and income, and present, in actual dollars, the amount of income the BCSO may expect to receive using the estimates provided for calculation purposes.

9.4.5 Proposers **must** provide, based on the calculation of the gross revenue and commission income minus any costs proposed, an estimate for the first month during which a commission will be paid to the BCSO rather than to offset any costs proposed.

9.4.6 The Proposer **must**, monthly, forward one check, representing the total commissions for all calls (IntraLATA and InterLATA) to:

**Bristol County Sheriff's Office
Attention: Finance Department
400 Faunce Corner Road
North Dartmouth, Massachusetts 02747**

9.5 Applicability

9.5.1 The commission percentage proposed by the Proposer **must** be for Inmate Telephones collect calls (0 + collect), direct dial (debit), and coin operated public telephones.

Attachment A - Proposal Cover Sheet

This must be the first sheet of the Proposal

COVER SHEET

Proposer's name: _____

Address: _____

Telephone: _____

Executive Officer: _____

Telephone: _____

Contact person for proposal: _____

Signatures of individuals authorized to sign contracts and to take legal responsibility for the contents of this proposal:

Signature: _____

Printed name: _____

Title: _____

Date: _____

Signature: _____

Printed name: _____

Title: _____

Date: _____

Attachment B - Business Reference Form

Required Reference Data (use 1 sheet for each reference)

Name of reference company and or jail/prison site: _____
Street Address: _____
Street Address 2, if necessary: _____
City, State and Zip Code: _____
Main Phone Number: _____
Year of installation: _____
Name of person responsible for purchase: _____
Email Address: _____
Phone Number: _____
Name of person who manages system: _____
Email Address: _____
Phone Number: _____
Reference Contact # 1: _____
Email Address: _____
Phone Number: _____
Reference Contact # 2: _____
Email Address: _____
Phone Number: _____

Describe the installation of this account and its applicability to the Bristol County Sheriff's Office.
(use additional sheets if necessary).

Attachment C - Section 1 of the Technical and Business Response – Transmittal Letter

Section 1 - Cover Sheet

Letter of Transmittal Guarantee Statements, and Key Contacts

All items requested by, and included in, 8.2 through 8.2.2 must be included in the order requested following this cover sheet.

Attachment D - Section 2 of the Technical and Business Response - Proposer Information

Section 2 - Cover Sheet

Financial Strength Business Structure

All items requested by, and included in, 8.3 through 8.3.7 must be included in the order requested following this cover sheet.

Attachment E - Section 3 of the Technical and Business Response - References

Section 3 - Cover Sheet

Response to Request for References

All items requested by, and included in, 8.4 through 8.4.3 (including the form contained in Attachment B - one should be used for each reference for the required total of six references) must be included in the order requested following this cover sheet.

Attachment F - Section 4 of the Technical and Business Response - Technical Specifications

Section 4 - Cover Sheet
Response to Technical
and Business Specifications

All items requested by, and included in, 8.5 through 8.5.4 must be included in the order requested following this cover sheet.

Attachment G - Section 5 of the Technical and Business Response - Required Forms

Section 5 - Cover Sheet

BCSO Mandatory Terms and Conditions, Certificate of Non-Collusion, Tax Certificate, Certificate of Authority, Profile of Vendor, Affidavit of Compliance, Verification of Insurance, Affirmative Action Plan, and the Commonwealth Mandatory Terms and Conditions

All items requested by, and included in, 8.6 through 8.6.9 (specifically, completed Attachments L, M, N, O, P, Q, R, S, and V) must be included in the order requested following this cover sheet.

Attachment H - Section 6 of the Technical and Business Response - Bulky Items and Brochures

Section 6 - Cover Sheet

Bulky Items and Brochures

All items requested by, and included in, 8.7 must be included following this cover sheet.

Attachment I - Section 1 of the Cost Proposal - Transmittal Letter

Section 1 - Cover Sheet

Cost Transmittal Letter

All items requested by, and included in, 9.2 through 9.2.1 must be included in the order requested following this cover sheet.

Attachment J - Section 2 of the Cost Proposal - Cost, Rate, and Commission for Inmate Telephone System

Section 2 - Cover Sheet

**Cost, Rate, and Commission
Inmate Telephone System**

All items requested by, and included in, 9.3 through 9.3.4 (including a completed copy of Attachment T) must be included in the order requested following this cover sheet.

Attachment K - Section 3 of the Cost Proposal - Commission Computation Worksheet

Section 3 - Cover Sheet

Commission Computation Worksheet

All items requested by, and included in, 9.4 through 9.4.6 (including a completed copy of Attachment U) must be included in the order requested following this cover sheet.

Attachment L – BCSO Mandatory Terms and Conditions

CONTRACT TERMS

1. CONTRACTOR STATUS

The CONTRACTOR is an independent contractor and not an employee or agent of the BCSO. The BCSO **shall not** be obligated under any contract, subcontract or other commitment made by the CONTRACTOR.

2. SCOPE OF WORK

The CONTRACTOR will provide, maintain, support and develop an inmate non-coin operated telephone system for the Bristol County Sheriff's Office, per public bid in accordance with the specifications and terms described in the Sheriff's Office's Request for Proposals which is incorporated herein and made a part of this Agreement.

Vendor **shall** have and maintain any and all necessary authorizations, certificates and tariffs issued as required by the Massachusetts Department of Public Utilities or its successor(s) or other pertinent regulatory agencies necessary to provide the services called for by this Agreement.

3. DURATION OF CONTRACT

The term of this Agreement **shall** be five (5) years commencing on the date of this Agreement's execution. This Agreement may be extended for an additional four (4) one year terms by written notice to the CONTRACTOR by the BCSO prior to the expiration of the original term. Only the BCSO may renew this Agreement and such renewal is not subject to conditional agreement or acceptance by the CONTRACTOR (If renewed, in both the 1st and 3rd one-year terms the Vendor **shall** pay an additional negotiable percentage increase in the commission rate to the Sheriff's Office.)

4. PRIME VENDOR RESPONSIBILITY

None of the services to be provided by the CONTRACTOR pursuant to this Contract **shall** be subcontracted or delegated to any other organization, association or individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the BCSO. No subcontract or delegation **shall** relieve or discharge the CONTRACTOR from any obligation or liability under this Contract except as specifically set forth in the instrument of consent.

The CONTRACTOR **shall**, as soon as practicable after the execution of this Contract, notify the BCSO in writing of any changes in the subcontracts proposed for any part of the Contract.

The CONTRACTOR **shall** be as fully responsible to the BCSO for the acts and omissions of its subcontractors and of the persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly or indirectly employed by it.

5. EQUIPMENT

The CONTRACTOR agrees to provide and maintain certain services and software to the BCSO for the contract period as set forth in this Agreement in accordance with the specifications and descriptions contained therein which are attached hereto and incorporated herein.

The CONTRACTOR agrees that, unless otherwise agreed, that all materials, equipment and workmanship are to be of first quality, new and unused.

Bristol County Sheriff's Office - Inmate Telephone System

6. DELIVERY AND INSTALLATION

The CONTRACTOR will arrange for transportation, delivery, and installation of any equipment required by the BCSO under this Agreement at the pertinent BCSO locations. The equipment **shall** be delivered and made operational within the time period agreed to in writing by the parties.

If the CONTRACTOR fails to make delivery within the delivery time requirements period in addition to any other legal remedies the BCSO may have, the BCSO **shall** have the right to cancel the Order at any time between the expiration of the applicable period and actual delivery.

7. LOCATIONS OF EQUIPMENT

The BCSO **shall** provide a suitable location(s) at the Correctional Facilities for the Inmate Telephone Computer and System and the inmate non-coin telephones as describe in Exhibit "A". The BCSO **shall** also provide suitable locations for the public coin telephones as described in the Exhibit A and for such other inmate and public telephones the BCSO and Vendor may subsequently mutually agree to locate at the facilities, all of which **shall** be covered by the terms of this agreement.

Each location **shall** be reasonably sufficient to accommodate any associated telephone apparatus and signs.

8. INTERFERENCE

The BCSO agrees to keep the system and telephone locations clean and free from obstructions and interference including snow, equipment and any activities which interfere with the reasonable use and access of each location.

9. ACCESS TO PREMISES

The BCSO **shall** allow Vendor's personnel access to each location for all reasonable purposes including but not limited to repair, maintenance, collection of tools and tolls, inspection, removal or relocation of equipment. Said access is subject to reasonable restrictions or conditions due to security concerns of the Sheriff's Office.

10. RISK OF LOSS

The CONTRACTOR (and its insurers, if any) **shall** bear all risk of loss to the equipment or software which occurs in transit to the user sites or while at the use site during the term of this Agreement.

11. REPORTS AND COOPERATION

The BCSO agrees to report to Vendor any telephone service failure, hazardous or improper condition, vandalism, theft or fraudulent use of telephone equipment at any location and to cooperate with vendor by taking reasonable steps to prevent such theft, vandalism or improper use of equipment.

The Vendor agrees to report to the BCSO any telephone service failure, hazardous or improper condition, vandalism, theft or fraudulent use of telephone equipment at any location and to cooperate fully with the BCSO by taking reasonable steps to prevent such theft within its authority, vandalism, fraud or improper use of the equipment.

12. EXCLUSIVE RIGHT OF VENDOR

The BCSO agrees not to allow the installation or maintenance at the correctional facilities of any inmate non-coin or public pay telephones owned or operated by anyone other than Vendor during the term of this Agreement.

13. EQUIPMENT

The Vendor **shall** own, maintain and service the inmate non-coin telephone system and public coin telephone system and all associated hardware and/or equipment necessary to provide the agreed upon services as set forth in this Agreement.

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The Vendor acknowledges and agrees that upon termination of this Agreement and Vendor's service for any reason, including but not limited to, lease expiration, damage, abuse, tariff charges and communication charges, the Vendor will be allowed to remove the pay Telephone Hardware only including back plate, enclosures and pay telephones. Any ancillary installation materials, including but not limited to cabling or wiring **shall** become the property of the BCSO.

14. MAINTENANCE

The Vendor **shall** service and maintain the telephone systems and equipment as outlined in Exhibits A and B at no expense to the BCSO. The Vendor **shall** use its best efforts to respond forthwith to any service request by the BCSO.

15. DATE OF INSTALLATION

The Vendor **shall** deliver, install and make operational the telephone systems and telephones within thirty (30) days of the execution of this Agreement unless otherwise agreed by the BCSO and the Vendor.

16. FISCAL YEAR APPROPRIATIONS

- A. Appropriations for expenditures by agencies of the BCSO and authorizations to spend for particular purposes, are made on a fiscal year basis. The fiscal year of the BCSO is the twelve-month period ending June 30 of each year. The obligations of the BCSO under this contract, or under any amendment to this contract, for any fiscal year, are subject to the appropriation to the Sheriff of funds sufficient to discharge the Sheriff's obligations which accrue in that fiscal year, and authorization to spend such funds for the purposes of this contract.
- B. If, for any fiscal year during the term of this contract, funds for the discharge of the BCSO obligations under this Contract are not appropriated and authorized, or funds so appropriated and authorized are insufficient for that purpose, then this Contract **shall** be terminated without liability to the BCSO for such damages, penalties or other charges on account of such termination.
- C. The BCSO agrees to make reasonable efforts to obtain funding and all necessary authorizations and to notify the CONTRACTOR promptly when they have been obtained or when it appears certain they will not be obtained. If partial funding sufficient for a clearly segregated task or tasks should be made available, the parties may agree to perform their respective obligations relative to such tasks, and this Contract **shall** be amended accordingly.

17. WARRANTIES OF CONTRACTOR

With respect to each item of equipment, software or hardware to be delivered hereunder, the CONTRACTOR represents and warrants as follows:

- A. All goods or equipment delivered and installed hereunder **shall** be new. "New" means unused since its manufacture, but new equipment may contain some components that are not new. In the case of leased equipment, the CONTRACTOR may provide remanufactured or reconditioned equipment, if that fact is disclosed before the lease obligation is undertaken by the BCSO, and if the equipment is warranted to operate as new;
- B. The CONTRACTOR owns each piece of equipment used hereunder, and the BCSO use and possession thereof will not be interrupted or disturbed by the CONTRACTOR or by any person. None of the equipment **shall** be subject to any lien, claim, or other encumbrance which is inconsistent with this warranty;
- C. All goods or pieces of equipment delivered hereunder **shall** operate in accordance with the physical, performance and other specifications and representations applicable under this Contract.
- D. CONTRACTOR warrants that all system equipment and hardware products, if any, supplied under this Agreement **shall** be free from defects in materials or workmanship and operating failure from normal use.
- E. CONTRACTOR warrants that it is its intent that all software products delivered under this Agreement be free from defects in materials or workmanship and further agrees to furnish promptly and without additional charge, all labor and parts necessary to remedy any such defect.

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BCSO further acknowledges that modifications made to the software programs by the BCSO will void Seller's warranty of the programs, unless specifically stated otherwise in writing by the Seller.

CONTRACTOR warrants that the products delivered will be free of any security interest or other liens or encumbrances.

- F.** The CONTRACTOR warrants that it is, and at all relevant times will be, authorized by the manufacturer of all software products, to grant licenses or sub-licenses to such software, if required.
- G.** The CONTRACTOR warrants that the software and software products do not infringe any patents, copyright, trade secret, or other property rights held by any other person or entity.
- H.** Any and all defective or malfunctioning equipment or software **shall** be replaced or repaired at no charge to the BCSO.

The warranties in this section do not replace or diminish any an all warranties contained in the CONTRACTOR'S proposal or in effect by operation of law but are in addition thereto.

The CONTRACTOR **shall not** be liable under this section for the failure of any equipment furnished by the CONTRACTOR under this Contract due to the use of an attachment, feature or device that was supplied by a different manufacturer and was not approved in writing by the CONTRACTOR. The approval of the use of any such attachment, feature or device **shall not** be deemed a representation, warranty, or understanding by the CONTRACTOR regarding the modification, including its performance in conjunction with the CONTRACTOR'S equipment.

18. GUARANTEE OF SYSTEM OPERATION

The CONTRACTOR agrees that the all equipment, software or services developed and delivered pursuant to this Contract, as well as any modifications or enhancements made by the CONTRACTOR subsequent to acceptance, will be free from defects which interfere with the System's operational capability and will meet and continue to meet the functional specifications and performance standards made applicable by this Contract. The CONTRACTOR'S obligation under this section **shall** be, without charge to the BCSO, to attempt to correct any defects that are discovered by either party and make additions, modifications and/or adjustments as may be necessary to keep the System in good operating order, in accordance with such specifications and standards, during that period.

If the CONTRACTOR is unable to correct any such defect which prevents the equipment, software or services from performing in accordance with such specifications and standards, the BCSO **shall** have the right to either accept the equipment as is or require the CONTRACTOR or to remove any equipment which is not acceptable, at no expense to the COUNTY.

19. TERMINATION OF PERSONNEL

- A.** The Bristol County Sheriff's Office **shall** monitor the CONTRACTOR'S efforts and account for all work to be performed by CONTRACTOR personnel. They **shall** determine whether CONTRACTOR personnel are performing satisfactorily at their appropriate skill levels.
- B.** The Bristol County Sheriff's Office may require the CONTRACTOR to relieve any of the CONTRACTOR'S personnel from any further work under this Contract if in their sole opinion:
 - i. The individual does not perform at their applicable skill level.
 - ii. The individual does not deliver work which conforms to the performance standards called for under this contract;
 - iii. Personality conflicts with Bristol County Sheriff's Office personnel hinder effective progress on the work of the project or unit to which the individual is assigned.

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iv. Security or public safety concerns about the CONTRACTOR'S personnel hinder effective progress on the work of the project.

C. The CONTRACTOR **shall** immediately notify the BCSO of the resignation or discharge of any CONTRACTOR personnel assigned to this Contract, and such personnel **shall** be forthwith be relieved of any further work under this Contract.

20. COMMISSION AND PAYMENT

The CONTRACTOR **shall** pay to the BCSO a commission rate of ____ percent of the total gross revenue generated from any and all of the public coin operated or inmate non-coin operated telephones installed by CONTRACTOR at the premises.

The commissions **shall** be paid monthly by the Vendor to the Bristol County Sheriff's Office. The Vendor **shall** submit to the SHERIFF a detailed accounting of the commissions with each commission payment.

21. ADDITIONAL SERVICES

The BCSO agrees to notify CONTRACTOR in advance, in writing, should the BCSO require additional services prior to the expiration of this Agreement. It is understood and agreed that the parties will confer regarding the cost of such additional commissions/services and then amend this Agreement accordingly.

22. PERFORMANCE BOND

The Vendor **shall** submit to the BCSO a performance bond in the amount of Seventy-five Thousand Dollars (\$75,000.00). The performance bond **shall** be issued by a surety company licensed by the Massachusetts Division of Insurance.

23. TERMINATION

- A. This Contract may be terminated for any cause by the BCSO upon thirty (30) days written notice, without liability or charge and upon such termination this Agreement **shall** be of no further legal force or effect.
- B. Termination under this section **shall not** relieve the CONTRACTOR of any liability to the BCSO which it has under this Contract, for damages sustained by reason of any breach of this Contract by the CONTRACTOR. BCSO may withhold any payments to the CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due from the CONTRACTOR is determined.
- C. The CONTRACTOR agrees to compensate the BCSO for any commissions earned prior to the date of termination.
- D. The BCSO may terminate or suspend this Agreement by providing written or facsimile notice to the CONTRACTOR stating the grounds of their action, if they determine that immediate action is necessary to protect federal, state and/or county funds or property or to protect persons from injury or the security of the correctional institution. Such termination or suspension action **shall** be effective upon receipt of notice by the vendor party.
- E. The BCSO may terminate this Agreement by providing written or facsimile notice to the Vendor should Vendor lose or fail to maintain any and all necessary authorizations, certifications, and tariffs issued or required by the Massachusetts Department of Public Utilities or other pertinent regulatory agencies necessary to provide the services called for under this Agreement.

Vendor hereby agrees to notify BCSO, in writing, of its loss, forfeiture, lapse or revocation of any and all necessary authorizations, certifications, and tariffs issued or required by the Massachusetts Department of Public Utilities or other regulatory agencies for the performance of any and all services required under this Agreement. Said notice **shall** be forwarded to the BCSO within forty eight (48) hours of the Vendor's loss, forfeiture, lapse or revocation of its certifications, authorizations or tariffs issued or required by the Massachusetts Department of Public Utilities or other regulatory agencies.

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24. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence.

Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. If the CONTRACTOR'S failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the reasonable control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR **shall not** be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required delivery schedule.

Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

It is agreed, however, that since the performance dates of this Contract are important to the implementation of essential BCSO work, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the CONTRACTOR, **shall** be deemed to render performance impossible, and the BCSO **shall** thereafter have the right to terminate this Contract without termination costs or penalties, and without liability for any other payment or obligation payable or deliverable by the BCSO after the date of termination.

25. INDEMNIFICATION

- A. The CONTRACTOR **shall** indemnify, defend and hold harmless, the Bristol County Sheriff's Office, their officers, employees and servants from and against any and all losses, claims, actions, damages, liability, and expenses including, but not limited to, those in connection with loss of life, bodily injury or damage to property, tangible or intangible arising out of, wholly or in part, of any act or omission of the CONTRACTOR or any act or omission by CONTRACTOR'S employees, servants, agents or CONTRACTORS (including independent contractors.)
- B. The BCSO **shall** indemnify, defend and hold harmless the CONTRACTOR, its officers, servants, agents and employees from any and all losses, claims, actions, damages liability and expenses including but not limited to those, in connection with loss of life, bodily injury or damage to property, tangible or intangible arising out of any act or omission of the BCSO agents, servants or employees which constitute liability within the scope of *M.G.L. Chapter 258*.
- C. Each party's indemnification obligation under this paragraph **shall** be reduced to the extent by which the liability, damage or expense results from the Acts or omissions of the other party or its agents, servants and employees.
- D. By entering this Agreement, the BCSO has not waived its governmental immunity which may be extended to it by operation of law including limitation of damages.

26. INFRINGEMENT PROTECTION

The CONTRACTOR represents that to the best of its knowledge neither the equipment nor software provided pursuant to this Contract, nor the use thereof, violates or infringes upon any U.S. patent, copyright, trade secret or any other right of a third party. In the event of any action brought against the BCSO in which infringement of a U.S. patent or copyright is claimed, the CONTRACTOR will defend or settle the claim at its own expense, and indemnify the BCSO against any expenses, costs or damages incurred by the BCSO on account of such claim.

In the event such a claim occurs or in the CONTRACTOR'S opinion is likely to occur the CONTRACTOR will at its expense, either procure for the BCSO the right to continue using the equipment and software, or replace or modify the same so that they become non-infringing. If, despite the reasonable efforts of the CONTRACTOR, neither alternative is feasible, the CONTRACTOR will accept return of the infringing products without charge or penalty for premature termination of any lease or rental.

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The CONTRACTOR **shall not** indemnify the BCSO against any claim of infringement arising out of equipment or software made or modified to the BCSO own specifications or design, or based upon use of CONTRACTOR equipment or software in combination with equipment, alterations, attachments or software not supplied by the CONTRACTOR.

27. OWNERSHIP OF DATA AND SOFTWARE

- A. All data acquired by the CONTRACTOR from the BCSO or from third parties at the expense of the BCSO in the performance of this Contract, whether or not it is personal data, **shall** be and remains the property of the BCSO. CONTRACTOR is not responsible for the accuracy of the data provided by the BCSO. The BCSO **shall** be responsible for the verifications of all data supplied to CONTRACTOR.
- B. The CONTRACTOR will use BCSO -owned data, software and related documentation, before and after the expiration of termination of this Contract, only as required for the performance of this Contract. It will not otherwise use, copy or reproduce, disclose, sell, license, or publish the same in any form, except pursuant to the prior express written instructions and approval of the BCSO. The CONTRACTOR further agrees to deliver the same to the BCSO promptly upon expiration or termination of this Contract, in whatever form it is maintained by the CONTRACTOR, and to destroy all copies remaining in its possession, including machine-readable copies.
- C. The CONTRACTOR will take reasonable steps to assure the physical security of BCSO -owned data, software and related documentation in its possession including, but not limited to, protection against damage from fire, smoke and water, and security measures enumerated in the section entitled "CONFIDENTIALITY."

28. CONFIDENTIALITY

- A. The CONTRACTOR recognizes that in the performance of this Contract it may acquire or have access to "personal data" as defined in *M.G.L. Chapter 66A* and regulations hereunder, or other information deemed confidential by the BCSO or by law. The CONTRACTOR will comply with the laws and regulations of the Commonwealth, and any applicable federal laws and regulations, relating to confidentiality and privacy. The CONTRACTOR will at all times recognize the BCSO "ownership of personal data and the exclusive right and jurisdiction of the BCSO and "data subjects" (as defined in *Chapter 66A*) to control the use of personal data. The CONTRACTOR will notify the BCSO orally and in writing within twenty four hours after its discovery that any personal data in its possession has been improperly used, or has been copied or removed by anyone except an authorized representative of the BCSO. The CONTRACTOR will cooperate with the BCSO in taking such steps as the BCSO deems appropriate to enjoin the misuse, regain possession of the data and otherwise protect the BCSO rights and the data subject's privacy.
- B. The CONTRACTOR will take reasonable steps to assure the security of personal data and other confidential information in its possession including, but not limited to: alarm systems, locked files, guards, or other devices reasonably calculated to prevent unauthorized copying or removal of manually held data; passwords, access logs, badges or other methods reasonably calculated to prevent unauthorized copying or removing of electronically or mechanically held data; limited terminal access; limited access to input documents and output documents; and design provisions which avoid unnecessary use of the names of data subjects.
- C. The CONTRACTOR agrees to instruct each of its employees and subcontractors having any involvement with personal data or other confidential information in procedures appropriate to ensure that the CONTRACTOR'S obligations under this section are fulfilled.

29. CONFLICTS OF INTEREST

The CONTRACTOR agrees that it will not engage in any conduct which violates, or induces others to violate, the provisions of *Chapter 268A* of the Massachusetts General Laws regarding the conduct of public employees.

The CONTRACTOR and the BCSO **shall not** enter into any arrangement whereby 1) any employee of the BCSO participates in any decision relating to this Agreement which affects his/her personal interest or 2) the CONTRACTOR knowingly employs or compensates any employees of the BCSO during the term of this Agreement unless such an arrangement is permitted under *M.G.L. c. 268A*. Employment of former STATE or BCSO employees must also be in compliance with *M.G.L. c. 268A*.

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The CONTRACTOR represents and agrees that it presently does not have and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services to be performed under this Contract, or give rise to an appearance of conflict of interest.

The CONTRACTOR further represents and agrees that should future work by the CONTRACTOR for any other agency, institution, company or individual during the term of this Contract give rise to an interest, direct or indirect, which would conflict with the services to be performed under this Contract, the CONTRACTOR will give immediate notice of the matter to the BCSO. Should counsel for the BCSO, determine that a conflict of interest does exist; the BCSO **shall** have the right to terminate this Contract forthwith, without liability for premature termination.

30. ASSIGNMENT BY BCSO

The rights of the BCSO under the Contract **shall** be assignable to any other agency of the BCSO, with prior notice. No other assignment **shall** be made by the BCSO except with the consent of the CONTRACTOR, which consent **shall not** be unreasonably withheld.

The assignee agency **shall** have all the rights and obligations of the Assignor Agency, including the benefit of any purchase option credits accrued to the date of the assignment, but the obligations of the CONTRACTOR **shall not** be enlarged by any such assignment.

31. ASSIGNMENT BY CONTRACTOR

The CONTRACTOR **shall not** assign or in any way transfer any interest in this Contract without the prior consent of the BCSO which **shall not** be unreasonably withheld, provided, however, that claims for money due or to become due to the CONTRACTOR from the BCSO hereunder may be assigned to a bank, trust company or other financial institution without such consent so long as notice of such assignment is furnished promptly to the BCSO. Any such assignment **shall** be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the BCSO against the CONTRACTOR in the absence of such assignment.

32. SUBCONTRACTORS

CONTRACTOR may subcontract all or part of this Agreement. CONTRACTOR agrees that in the event it elects to subcontract all or parts of this Agreement, such subcontractors will be bound by all applicable terms and conditions as stated herein. No subcontract **shall** relieve or discharge the CONTRACTOR from any obligation or liability under this Agreement.

33. MAINTENANCE AND INSPECTION OF RECORDS

- A. The CONTRACTOR **shall** prepare and maintain such financial records and records of services performed as are necessary to substantiate claims for payment under this Contract. The CONTRACTOR **shall** permit the persons named in paragraph (B) to make copies of them and or inspect them.
- B. The BCSO, the State Auditor and the Inspector General and/or their duly authorized representative **shall** have the right at reasonable notice, to examine the books, records and other compilations of data of the CONTRACTOR which pertain to the performance of the provisions and requirements of this Contract.
- C. The CONTRACTOR **shall** preserve and make available such books, records, and data for a period of six (6) years from the date of final payment under this Contract. The CONTRACTOR **shall** retain such documents which are pertinent to adjudicatory proceedings, appeals, audits, claims or other actions involving records commenced during the six year period until such proceedings have reached final disposition.

34. INSURING CONTRACTOR'S EMPLOYEES

The CONTRACTOR agrees, during the term of this Contract, to maintain at the CONTRACTOR'S expense all insurance required by law for its employees, including disability, workmen's compensation and unemployment insurance, and to

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provide the BCSO with certificates of such insurance upon request. Any subcontract **shall** impose a like obligation on the subcontractor.

35. TAX EXEMPT STATUS

The BCSO represents that it is exempt from federal excise, state and local taxes; and that sales to it are exempted from Massachusetts sales and use taxes. If in the future the Bristol County Sheriff's Office becomes subject to any such taxes, the Agency **shall** reimburse the CONTRACTOR for any cost or expense incurred. Any other taxes imposed on the CONTRACTOR on account of this Contract **shall** be borne solely by the CONTRACTOR.

36. FAIR EMPLOYMENT PRACTICES

- A.** The CONTRACTOR **shall not** discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The CONTRACTOR agrees to comply with an applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including; Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; *Massachusetts General Laws Chapter 151B, Section 4*, (all relevant subsections) and all relevant Administrative Orders and Executive Orders (including Executive Order No. 277.)
- B.** In the event of CONTRACTOR'S noncompliance with the provisions of this section, the BCSO **shall** impose such sanctions, as it deems appropriate, including, but not limited to:
- i. Withholding of payments due CONTRACTOR under this Contract until CONTRACTOR complies; and,
 - ii. Termination or suspension of this Contract.

37. ANTI-BOYCOTT COVENANT

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, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by *Section 2 of Chapter 151E of the Massachusetts General Laws*. If there **shall** be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, the BCSO **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 interest of the CONTRACTOR.

38. PARTISAN POLITICS AND POLITICAL ACTIVITY PROHIBITED

None of the services to be provided by the CONTRACTOR **shall** be used for any partisan political activity or to further the election or defeat of any candidate for public office.

39. LIABILITY INSURANCE

The CONTRACTOR agrees to procure or have in place liability insurance for itself in an amount no less than One Million (\$1,000,000.00) Dollars per incident or occurrence, Three Million in the aggregate. The liability insurance policy **shall** cover any and all potential liabilities of the CONTRACTOR under this Contract. The liability insurance policy **shall** be issued by a carrier licensed with the Massachusetts Division of Insurance.

40. SEVERABILITY

If any provision of this Contract is found to be illegal, then both parties **shall** be relieved of their obligations under that provision. The remainder of the Contract **shall** continue in force.

Bristol County Sheriff's Office - Inmate Telephone System

41. WAIVERS

The obligations and conditions imposed by this Contract can be waived only by written agreement. Forbearance or indulgence by a party **shall not** be construed as a waiver, nor limit the remedies which would otherwise be available to that party under this Contract.

42. HEADINGS AND INTERPRETATION

Section and paragraph headings are used for reference and convenience only and **shall not** enter into the interpretation of this Contract.

43. CHOICE OF LAW

This Contract **shall** be construed under and governed by the laws of the Commonwealth of Massachusetts.

The CONTRACTOR agrees to bring any federal or state legal proceedings arising under this Contract in which the BCSO is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts, but his provision **shall not** be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

44. INCLUSION OF PROVISIONS OF LAW

Every provision of law required to be in this Contract is deemed to be inserted herein. If through mistake or otherwise, any such provision has been omitted, or is not in correct form, then forthwith upon the application of either party this Contract **shall** be appropriately amended.

45. NOTICES

Any notice required or permitted by this Contract to be given to a party **shall** be in writing addressed as follows:

To the BCSO: Wayne H. Genereux
 Bristol County Sheriff's Office
 400 Faunce Corner Road
 Dartmouth, MA 02747

To the CONTRACTOR: _____

Either party may change its address for the purpose of this section by notice given in accordance with this section.

Notice given by certified mail, return receipt requested **shall** be sufficient. Notices delivered by ordinary mail or in hand **shall not** be sufficient unless acknowledged in writing by the addressee or designee.

Bristol County Sheriff's Office - Inmate Telephone System

46. AMENDMENTS

No amendment to this Contract **shall** be effective unless it is signed by authorized representatives of both parties and, subject to appropriations and authorizations as described in the section entitled "FISCAL YEAR APPROPRIATIONS."

47. CONTRACTOR'S CERTIFICATIONS

Affidavit of Compliance with corporate filing requirements

Certificate of Vote;

Certificate of Tax Compliance; and

Verification of Insurance

48. PUBLICITY

A. The CONTRACTOR **shall** at all times obtain the prior written approval of the BCSO before it, any of its officers, agents employees or subcontractors either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication bearing on the work performed or data collected under this Contract.

B. If the CONTRACTOR or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the BCSO **shall** have a royalty-free, non exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

49. ENTIRE CONTRACT

The Agreement, including any attachments or documents incorporated by reference contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior Agreements, representations, negotiations and undertaking not set forth or incorporated herein.

50. MULTIPLE COPIES

This Contract is executed in several counterparts each of which **shall** be deemed to be an original copy of this contract and **shall** have the force and effect as such.

Bristol County Sheriff's Office - Inmate Telephone System

IN WITNESS WHEREOF, the BCSO and the CONTRACTOR have cause this Contract to be executed by their respective authorized officers on the date first above written.

BRISTOL COUNTY SHERIFF'S OFFICE

CONTRACTOR

By: _____
Sheriff of Bristol County

By: _____

Date: _____

Name: _____

Approved as to form:

Title: _____

Counsel for Bristol County Sheriff's Office

Date: _____

Attachment M - Non-Collusion Form

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of person signing bid or proposal: _____

Name of business: _____

Attachment N - Tax Certification Form

STATE TAX RETURN CERTIFICATE

The BCSO is subject to Section 49A of Chapter 62C of the Massachusetts General Laws which provides, in subsection (b), "(t)hat no contract or other agreement for the purposes of providing goods, services or real estate space ... shall be entered into, renewed or extended with any person unless such person certifies in writing, under the penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes."

CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury, that to my best knowledge and belief, I have filed all state tax returns and paid all state taxes required under law.

Signature of Individual
Corporate name (mandatory)

By: Corporate Officer
(Mandatory, if applicable)

Social Security Number or Federal Identification Number

Date

Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Social Security number or federal identification number, as applicable, will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law. Providers who fail to correct their non-filing or delinquency will not have a Contract or other agreement issued, renewed, or extended.

Bristol County Sheriff's Office - Inmate Telephone System

Attachment O - Certificate of Authority

Certificate of Authority

(For Corporations Only)

Current Date _____

At a meeting of the Directors of the _____

_____ duly called and held

at _____

on the _____ day of _____, 19____, at which a

quorum was present and acting, it was VOTED, that

_____ the _____

of this corporation is hereby authorized and empowered to make, enter into, sign,

seal and deliver in behalf of this corporation a contract for

(Describe Service)

with the Bristol County Sheriff's Office, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record, that said VOTE has not been amended or repealed and is in full force and effect as of this date, and that

(Name)

is the duly elected _____ of this corporation.

(Office)

ATTEST:

Affix Corporate Seal

Here

(Clerk or Secretary of Corporation)

Bristol County Sheriff's Office - Inmate Telephone System

Attachment P - Profile of Vendor

PROFILE OF VENDOR

NAME OF VENDOR: _____

MAILING ADDRESS: _____
(Street)

(City, State, Zip)

TELEPHONE NO: _____

CONTACT PERSON: _____

VENDOR IS: (CHECK ONE) ___ Individual ___ Partnership ___ Corporation

IF VENDOR IS A CORPORATION, STATE THE FOLLOWING:

STATE OF INCORPORATION: _____

PRESIDENT: _____

TREASURER: _____

PLACE OF BUSINESS: _____
(Street)

(City, State, Zip)

IF VENDOR IS A PARTNERSHIP, STATE NAME AND ADDRESS OF ALL GENERAL AND LIMITED PARTNERS:

IF VENDOR IS A JOINT VENTURE, STATE THE NAME AND BUSINESS ADDRESS OF EACH PERSON, FIRM OR COMPANY THAT IS PARTY TO THE JOINT VENTURE:

Bristol County Sheriff's Office - Inmate Telephone System

A COPY OF THE JOINT VENTURE AGREEMENT IS ON FILE AT:

AND WILL BE DELIVERED TO THE OFFICIAL ON REQUEST.

IF VENDOR IS A TRUST, STATE THE NAME AND RESIDENTIAL ADDRESS OF ALL TRUSTEES:

THE TRUST DOCUMENTS ARE ON FILE AT:

AND WILL BE DELIVERED TO THE OFFICIAL ON REQUEST.

THE FEDERAL SOCIAL SECURITY IDENTIFICATION NUMBER* OF THE VENDOR (THE NUMBER USED ON EMPLOYER'S QUARTERLY FEDERAL TAX RETURN, U.S. TREASURY DEPARTMENT FORM 941) IS:

*IF INDIVIDULE, USE SOCIAL SECURITY NUMBER:

BANK REFERENCE(S):

CONTACT/PHONE:

Attachment Q - Affidavit of Compliance

CERT1

AFFIDAVIT OF COMPLIANCE

The Commonwealth of Massachusetts

Executive Office for Administration and Finance Form AF-4A

MASSACHUSETTS BUSINESS CORPORATION

NON-PROFIT CORPORATION

FOREIGN (non-Massachusetts) CORPORATION

I, _____
(Type Name)

President of
 Clerk of

(Name of Corporation)

(Address of Principle Office)

hereby certify that said corporation has filed with the Secretary of State of the Commonwealth all certificates and annual reports required

by Chapter 156B, Section 109 (business corporation),

by Chapter 180, Section 26A (non-profit corporation), or

by Chapter 181, Section 4 (foreign corporation),

of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY THIS _____ DAY

OF _____, 19__.

Signature of responsible corporate officer _____

Attachment R - Verification of Insurance

CERT8

VERIFICATION OF INSURANCE

I _____, authorized signatory
(Name & Title)

for _____, whose principle
(Contractor)

place of business is _____, hereby
(Address)

certify, under the pains and penalties of perjury, that said contractor provides workers' compensation insurance and all other insurance benefits as required by Massachusetts General Laws, Chapter 152.

(Contractor)

(Authorized Signature)

(Title)

(Date)

(Federal ID No.)

Attachment S - Affirmative Action Plan

Attachment T - Coinless Inmate Telephone System Worksheet

The Proposer **must** complete all of the Commission Computation Work Sheet (Attachment U), and must certify that the annual total dollars that will be paid to the BCSO will be used to cover the cost of the Inmate Telephone System including Related Services required by Section 6 of the RFR.

These items **must** be provided to the BCSO at no cost to the BCSO.

Costs proposed in the Attachment U Work Sheet will be used to compute the actual dollar amount to be paid to the BCSO for all inmate calls made through the proposed system while in Collect-Only Mode. Any and all costs **must** be entered in U. S. currency.

The Proposer should be careful when it completes the Commission computation Work Sheet because the Proposer shall be responsible for any and all costs not included in the Attachment U.

Certification That Inmate System is at No Cost to BCSO

I am authorized by the Proposer to guarantee that the Inmate Telephone System and all related services required by this RFR will be provided to the BCSO at no cost. These costs are included in the costs listed in Attachment U. All costs for the proposed hardware, software, maintenance, service, etc. for the proposed Inmate Telephone System shall be the responsibility of the Proposer.

Proposer: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Commission Rate

This Commission Percentage Rate listed, and this signed sheet completed by the Proposer, will be made an integral part of the Proposer's Contract with the BCSO. The Commission Percentage quoted will be the commission rate for the term of this contract and no change in this commission percentage (lower or higher) will be made without the express written agreement of the BCSO.

The Commission Revenue, expressed as actual dollars, paid to the BCSO, will be computed in Attachment U, and will be based on Gross Revenue. Gross Revenue is defined as revenue for all accepted calls (collect and debit) without exception. The Proposer **shall not** deduct fraudulent, uncollectible or un-billable calls from the Gross Revenue prior to applying the Commission Percentage Rate for the BCSO.

Proposed Commission Percentage: _____%

I am authorized by the Proposer to provide this commission rate schedule in response to this RFR.

Proposer: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment U - Commission Computation Worksheet

The Bristol County Sheriff's Office will evaluate all proposals based on their overall best value. In order to effectively and fairly compare each proposal, Proposers must use the following factors to develop their overall cost proposal:

Gross Revenue Proposal Factors

1. The daily count is 1000 inmates
2. Each inmate places 1.5 calls per day
3. Each call is 10 minutes in length
4. 80% of the calls are within the 781, 617, 978, or 508 area codes
5. 20% of the calls are outside the area codes listed above

1. Based on the factors listed above, the Proposer must complete the following:
2. Commission Percentage Rate proposed for **every** call (from Attachment T) _____%
3. Gross Revenue derived from each call \$ _____
4. Total Gross Revenue derived from all calls for a 365 day period \$ _____
5. Income to BCSO from each call \$ _____
6. Total Annual Income to BCSO from all calls for a 365 day period \$ _____
7. Subtract the Proposed Cost for any other service, item, or component (\$ _____)
8. Sub-total \$ _____
9. Based on the above calculations, enter the first month the Proposer estimates
That the BCSO will begin receiving income after all costs are paid: Month _____
Year _____
- Estimate the average monthly income to the BCSO based on the above \$ _____

I am authorized by the Proposer to provide this commission rate schedule in response to this RFR.

Proposer: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment V – Commonwealth Mandatory Terms and Conditions

The following two pages contain the Commonwealth Terms and Conditions.



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 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.



COMMONWEALTH TERMS AND CONDITIONS

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.

Last Page
of
Bristol County Sheriff's Office
Request for Response
for
Coinless Inmate and Public Telephone System