

Bristol County Sheriff's Office



REQUEST FOR PROPOSAL (RFP)

BSD2024-1732

VOCATIONAL TRAINING

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

PURPOSE OF RFP

The Bristol County Sheriff's Office is seeking a vendor to furnish vocational services and assistances to the Bristol County Sheriff's Office in order to provide Occupational Safety and Health Administration (OSHA) and ServSafe Food Handler training to inmates at all Bristol County correctional Facilities.

All services provided shall be in compliance with all pertinent laws, regulations and standards.

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

VOCATIONAL TRAINING

REQUEST FOR PROPOSAL

GENERAL INFORMATION

- a.) Please direct any and all questions or correspondence regarding this Request for Proposal to:

Jodi Hockert-Lotz
Chief of Inmate Services
Bristol County Sheriff's Office
400 Faunce Corner Road
North Dartmouth, Massachusetts 02747
JodiHockertLotz@bcso-ma.org
(508) 995-6400 ext. 2391

- b.) Vendors must submit complete proposals in the manner specified in this Request for Proposal to the Bristol County Sheriff's Office prior to the deadline for submission of proposals. Late proposals will not be accepted. The burden is upon the Vendor to ensure that the proposal is received at the below address prior to the deadline for the submission of proposals.
- c.) Three copies of a Vendor's proposal must be submitted no later than **May 22, 2024 by 2:00 P.M.** to the Bristol County Sheriff's Office, Attn Purchasing Department, 400 Faunce Corner Road, North Dartmouth, Massachusetts 02747.
- d.) Proposals must be submitted and marked as specified in the Request for Proposal, Submission of Proposals that are submitted improperly will not be considered. Priced and non-price proposals must be submitted in separate, sealed envelopes.
- e.) Bristol County Sheriff's Office reserves the right to reject any and all proposals.
- f.) In accordance with MSA Procurement Policy and applicable Massachusetts General Laws, the awarding of the contract is subject to the approval of the Bristol County Chief Procurement Officer and the Bristol County Sheriff's Office.
- g.) Should funds for the operation of the Bristol County Sheriff's Office or any activities of the Bristol County Sheriff's Office not be appropriated, the Bristol County Sheriff Office reserves the right to cancel any contract between said agencies and the Vendor.
- h.) Vendors shall execute the attached Certificate of Non-Collusion and attach it to their proposal. Failure to do so shall result in a rejection of the proposal.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this 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 proposal: _____

Name of business: _____

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

RFP TIMETABLE

Public Advertisement	Beginning: April 22, 2024
Distribute RFP's on Request	Beginning: April 22, 2024
Written Questions Due	By April 29, 2024 at 3:00 PM
Responses to Written Questions Released	By May 03, 2024 at 3:00 PM
Proposal Due	By 2:00 P.M. May 22, 2024
Proposal Evaluation & Vendor Presentations, if Requested	
Contract Award Announcement	June 3, 2024 by 3:00 PM

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

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PROFILE OF VENDOR

NAME OF VENDOR: _____

MAILING ADDRESS: _____

(Street)

(City, State, Zip)

TELEPHONE NUMBER: _____

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:

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

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:

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.

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

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 INDIVIDUAL, USE SOCIAL SECURITY NUMBER:

BANK REFERENCE(S):

CONTACT/PHONE:

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

REFERENCES

All Vendors must have experience providing rehabilitative and educational services in a correctional facility. Vendors must furnish references from all prior or current clients within the last five (5) years. Vendors may list other contracts on which they have served as Vendor for work of a similar nature. Bristol County may make such investigation, as it deems proper to determine the ability of each Vendor to furnish the required services.

LOCATION:

CONTACT PERSON:

PHONE:

(Continue on separate page if necessary)

Have you ever failed to fulfill a contract obligation? _____ YES _____ NO
(If YES, please explain on a separate sheet)

Have been in business under the present name for _____ years.

List, (using separate sheet), any and all litigation you have been involved in during the previous five (5) years and the outcome (including settlements).

All Vendors shall provide the Bristol County Sheriff's Office with annual reports and/or other financial solvency data and other background information supporting the reliability of the Vendor. Each Vendor shall also provide any and all information necessary for Bristol County to evaluate the capabilities of your company as well as any brochures, general descriptions or other materials provided by the Vendor which illustrates and devises the services proposed.

By:

Signature: _____

Name and Title: _____

City, State, Zip: _____

EVALUATION CRITERIA

REVIEW AND EVALUATION

Proposals from qualified offerors will be reviewed and evaluated according to the criteria established for this RFP.

First, the proposals will be reviewed for responsiveness (i.e., is everything included that was required). **Only proposals that meet the mandatory requirements will be considered during the complete evaluation process.**

Upon review of the proposals, vendors **may** be invited to make oral presentations of the written proposals, answer questions, and for purposes of clarification only, submit additional information.

The Bristol County Sheriff's Office may choose to engage in competitive negotiations with all qualified vendors. In this event each qualified vendor will be notified in writing and afforded equal opportunity to engage in all negotiations. All vendors will be allowed reasonable time, after the close of negotiations, to submit a revised proposal. At its discretion, BCSO may engage in the best and final offers with the top two prioritized vendors.

Certain portions of the proposals will be evaluated and ranked as either **(NR)** Not Responsive, **(NA)** Not Advantageous, **(A)** Advantageous, or **(HA)** Highly Advantageous.

NOTE: Proposers 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.

PROPOSER EVALUATION CRITERIA

All submitted proposals will be evaluated according to the following criteria based on a 100-point basis.

- I. Understanding and responsiveness to the requirements outlined in the RFP.....30%
Evaluation on basis of the completeness of the proposal in addressing all requirements of the RFP and willingness to meet these requirements.
- II. Staffing.....25%
A proposal will be deemed not advantageous if the vendor must subcontract all or part of the services to be provided.

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

III. Cost of the contract for service.....20%
Evaluation of the plausibility and the amount of the costs quoted for services

IV. References and Experience.....15%
The experience of the offeror in providing, such services. Vendors will be deemed highly advantageous if they have more than one (1) year experience teaching rehabilitative and educational services in a correctional facility.

In regards to references, a Vendor will be deemed unacceptable if all references are unfavorable. A Vendor will be deemed highly advantageous if all of its references are acceptable.

V. Corporate Stability.....10%
Offeror's ability to undertake a contract of this size.

SERVICES TO BE PROVIDED

General Statement of Duties and Responsibilities:

The Offeror will provide service and assistance to the Bristol County Sheriff's Office in order to provide supervision and administration of the programs listed below under the supervision of the Director of Recidivism-Reducing Programs and Chief of Inmate Services. Vocational programs will be provided to female and male inmates at the Bristol County Correctional Facilities: Dartmouth House of Correction, Ash Street Jail, Dartmouth House of Correction Modular Facility, and Dartmouth Women's Center.

Duties and Responsibilities:

1. Introduction:

The Bristol County Sheriff's Office is seeking proposals from experienced Vendor or organization to provide an OSHA training and to provide Food Safety and Sanitation training to incarcerated individuals at the Bristol County Sheriff's Office (BCSO) facilities. Each program will be offered at a maximum of 10 hours a week per course for a total of 20 hours. Programs must be offered days, evenings and weekends, and should focus on equipping participants with essential evidence based vocational program skills and knowledge.

2. Objectives:

The vocational programs offered within Bristol County Sheriff's Office will include the ServSafe food safety certification program developed by the National Restaurant Association. The ServSafe certification program focuses on food safety and is designed for individuals working in the food service industry. Upon completion of the program, the

VOCATIONAL PROGRAMS

participants are issued their certificate, which is good for five years. ServSafe provides training and certification in areas such as proper food handling, sanitation, prevention of foodborne illnesses, and maintaining a safe kitchen environment. In addition, OSHA is a federal agency responsible for setting and enforcing workplace safety and health regulations. It establishes standards and guidelines that employers must adhere to in order to provide a safe working environment for employees. OSHA's regulations apply to various industries and workplaces, regardless of whether they are vocational or not. The OSHA program offers OSHA examination to participants and issues OSHA card upon successful completion.

- A. Skill Development:** The primary objective of these vocational programs is to develop practical skills that are in demand in the job market. By providing participants with hands-on training and instruction, the programs aim to equip them with the necessary technical expertise to pursue employment opportunities in their respective fields upon release and reduce recidivism.
- B. Employment Readiness:** Another key objective is to prepare participants for the workforce. The programs focus on imparting job-specific knowledge and skills, teaching industry best practices, and promoting a strong work ethic. By preparing participants for the demands and expectations of the job market, the programs aim to increase their chances of securing gainful employment and achieving financial stability.
- C. Certification and Credentialing:** These vocational programs offer recognized certifications and credentials upon successful completion. These certifications validate the skills and knowledge acquired during the training and serve as evidence of the inmates' qualifications to potential employers. By obtaining these certifications, participants can enhance their competitiveness in the job market and demonstrate their commitment to professional development.
- D. Personal Growth and Self-Esteem:** The vocational programs also aim to promote personal growth and self-esteem among inmates. By providing them with opportunities to learn new skills and achieve tangible accomplishments, the programs contribute to their sense of self-worth and self-confidence. This personal growth can have a positive impact on their overall well-being and motivation to succeed both during and after incarceration.
- E. Reduction of Recidivism:** One of the primary objectives of vocational programs at BCSO is to reduce recidivism rates. By equipping inmates with marketable skills and employment opportunities, these programs aim to provide participants with a legitimate means of earning a living upon release. This, in turn, reduces the likelihood of participants returning to criminal activities and helps them establish a law-abiding and productive life outside of prison.

F. Community Contribution: Vocational programs also aim to promote positive contributions to the community.

Scope of Work:

➤ **OSHA Program:**

- Develop and deliver a comprehensive OSHA training curriculum specifically tailored for inmates within BCSO.
- Provide classroom instruction and practical training on topics such as hazard identification, personal protective equipment (PPE), emergency response, electrical safety, and fall protection.
- Conduct interactive sessions, group activities, and practical exercises to engage inmates in active learning.
- Ensure that the curriculum addresses the unique safety challenges and risks encountered in a prison setting.
- Collaborate with BCSO departments and staff to establish safety protocols and procedures for the delivery of the program.
- Administer assessments to evaluate inmate understanding and proficiency in OSHA standards.
- Offer OSHA examination and issue OSHA card upon successfully passing examination and completing program requirements.

➤ **ServSafe Program:**

- Develop and deliver a comprehensive ServSafe training curriculum specifically tailored for inmates within BCSO.
- Provide classroom instruction and practical training on topics such as food safety, proper handling practices, sanitation, and hygiene.
- Deliver training sessions that meet the requirements for ServSafe certification.
- Conduct exercises and simulations to reinforce the principles of safe food handling.
- Ensure that the curriculum adheres to the guidelines and standards set by the ServSafe program.
- Collaborate with BCSO staff to establish food safety protocols and procedures within the correctional facilities.
- Administer assessments to evaluate inmate knowledge and competence in food safety.
- Offer ServSafe examination and issue nationally recognized 5 year certification upon successfully passing examination and completing program

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

Days and timeline:

Most of the vocational programs will be conducted during the day, evening and weekends for a total of *twenty hours (20) per week*. Days and times to be determined by Bristol County Sheriff's Office.

Budget:

Please provide a detailed budget breakdown, including fees, materials, resources, and any other associated costs. *The budget should cover the entire hours allotted for each course 10 hours per course for a total of twenty hours (20) per week* of vocational programs.

Proposal Submission:

Interested Vendors must include with their proposals the following:

- a. Cover letter introducing the organization and highlighting relevant experience.
- b. Detailed programs outline, including curriculum and lesson plans for each vocational program stated in this RFP.
- c. Budget breakdown with itemized costs.
- d. Bios or resumes of key personnel involved in the programs delivery (Include copies of licenses, trainings, certifications and other qualifications)
- e. Previous experience or the vendor and instructors in providing vocational programs or similar initiatives.

Program Evaluations:

The vendor will assist BCSO staff conduct regular evaluations of the vocational programs to assess their effectiveness and make necessary improvements. The evaluations will include gathering feedback from participants, staff, and other stakeholders, as well as analyzing program outcomes and impacts. The vendor will provide detailed reports on the evaluation findings and recommendations for program enhancements.

Assessments:

The vendor will conduct assessments to identify the specific needs and challenges of the participants. These assessments may include screenings, interviews, and standardized assessments to gather comprehensive information.

Reintegration Support:

The vendor will provide e support to incarcerated individuals to facilitate their successful reintegration into society. **This support may include:**

- a. Assist BCSO post release staff with identifying community resources to connect incarcerated individuals with community support.
- b. Assist in collaborating with community organizations for continuity of care for individuals leaving the correctional facility.
- c. Assist in monitoring and tracking the progress of individuals who have completed OSHA and ServSafe for post release outcome measuring.

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

Reporting:

The vendor will create and submit regular reports on student enrollments, completions, and any results of pre and post assessments. These reports shall also include data on participant's progress, program effectiveness, and any challenges or barriers encountered. The reports will also include recommendations for program improvements and adjustments to enhance the overall impact of the program at the Bristol County Sheriff's Office.

- All material costs must be covered by the vendor, including copy materials, notebooks, certifications, accredited national examinations, and any other materials used by the program.
- All services provided shall be in compliance with all pertinent laws, regulations, and standards.
- Vendors must provide evidence based programming
- Vendor must maintain participants attendance records
- Vendor must maintain programming structure and accountability of participants
- Vendor must monitor inmates level of participation
- Vendor must maintain control of program materials and instruments
- Vendor must be able to provide programming during days, evening and weekend hours
- Vendor must perform other related duties as designated by the Sheriff or designee.

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

SUBMISSION OF PROPOSALS

Filing of Original Proposal: Three copies of the Proposal shall be filed before the time and at the place designated in the General Information attached hereto and incorporated by reference herein.

Price and non-price proposals must be submitted in separate, sealed envelopes. Envelopes containing price proposals shall be labeled as follows: **“PRICE PROPOSAL VOCATIONAL PROGRAMS - SUBMITTED BY: (Name of vendor) ON (Date of Submission).”**

Time for Filing Proposals: Time of Opening of Proposals: Both price and non-price Proposals shall be filed before the time and date designated herein; the opening of Proposals shall be on the date and at the time specified herein.

The Official shall unconditionally accept a proposal without alteration or correction, except as provided in this paragraph. A Vendor may correct, modify or withdraw a proposal by written notice received in the Sheriff's Office prior to the time and date for the opening of proposals. After the opening of proposals, a Vendor may not change the price or any other provision of the proposal in a manner prejudicial to the interests of the Commonwealth of Massachusetts and Sheriff or fair competition. The Official shall waive minor informalities or allow the Vendor to correct them. If the mistake and the intended proposal are clearly evident on the face of the proposal documents, the Official shall correct the mistake to reflect the intended correct proposal; and notify the Vendor in writing. The Vendor may not withdraw a proposal if a mistake is clearly evident on the face of the proposal document(s) but the intended correct proposal is not similarly evident.

The Department and Sheriff shall not open the proposals publicly per M.G.L. c.30B, Section 6, but shall open them in the presence of one or more witnesses at the time specified herein. Until the completion of the evaluation process, or until the time for acceptance specified herein, the contents of the proposals shall remain confidential and shall not be disclosed to competing Vendors. At the opening of proposals, the Official shall prepare a register of proposals which shall include the name of each Vendor and the number of modifications, if any, received. The register of proposals shall be open for public inspection. The Official may open the price proposal so as to avoid disclosure and the individuals evaluating the proposals on the basis of criteria other than price.

The Official shall award the contract by written notice to the selected Vendor within the time for acceptance specified herein. The parties may extend the time for acceptance by mutual agreement.

SPECIFICATIONS

Before submitting any proposals, Vendors shall fully inform themselves in regards to all conditions pertaining to the RFP and all required terms and conditions pertaining to the RFP and all required terms and conditions for carrying out the contract. By filing proposals, the Vendors do thereby represent that they have so informed themselves. Any estimates, plans or other information relating to the goods, services, labor or materials or work required by the contract documents are to be considered for the purpose of evaluating the several proposals. Neither the Sheriff's Office/Commonwealth of Massachusetts, nor its officers, agents or employees, shall be responsible for the accuracy of, or bound by, such estimates, plans or information.

INFORMATION AS TO PROPOSED MATERIALS

Before any contract is awarded, the Vendor may be required to furnish, without expense to the Sheriff's Office, a complete statement of the original composition and manufacture of any or all materials proposed to be used in the performance of the work, together with all samples, which may be subjected to any reasonable tests required by the Official to determine their quality and fitness for the work. The particulars of tests, if any, may be set forth on a separate sheet(s) provided by the Vendor and attached to the proposal.

PRICE BASIS ON CONTRACTS FOR THE PURCHASE OF GOODS ONLY

Purchase of Goods Defined: This applies only to contracts for the purchase of goods as defined in the Uniform Commercial Code, G.L. c.106, Section 2-105, or, all property, other than real property, including equipment, materials, printing, and insurance and further including services incidental to the delivery, conveyance and installation of said property.

Firm Price: Except where otherwise specifically provided to the contrary in the Purchase Description and Specifications, or Evaluation Criteria as the case may be, proposed prices will be accepted by the Official as firm prices unless the Official has specifically requested and a Vendor specifically responds in writing in its proposal consistent with the Official's request that the prices proposed are subject to decrease or increase and the basis for calculation of the amount there.

Price Escalation: In the event that the Purchase Description and Specifications, or Evaluation Criteria, as the case may be, provides that prices for contracts are subject to price change, (such as rises in the consumer price index) the Vendor shall strictly respond to the RFP with respect to price requirements, including the amount or percentage of price change and applicable time period(s).

PRICE BASIS ON CONTRACTS FOR THE PURCHASE OF SERVICES

Purchase of Services Defined: This applies to contracts for the purchase of services which shall mean the furnishing of labor, time, or effort by a Vendor, not involving the furnishing of a specific end product other than reports.

Firm Price: Exception: Except where otherwise provided in the Purchase Description and Specifications or Evaluation Criteria, as the case may be, proposed prices will be accepted by the Official as firm prices unless the Official has specifically requested and a Vendor specifically responds in writing in its proposal consistent with the Official's request that the prices are subject to decrease or increase, and the basis for calculation of the amount thereof.

Price Escalation: In the event that the Purchase Description and Specifications or Evaluation Criteria, as the case may be, provides that prices for contracts are subject to price changes, the Vendor shall strictly respond to the RFP with respect to price requirements, including the amount or percentage of price change and applicable time period(s).

TAXES

The Sheriff's Office/Commonwealth of Massachusetts is exempt from federal excise taxes and from Massachusetts's sales tax. Exemption Certificates will be provided if requested, following award to the successful Vendor.

BASIS FOR ACCEPTANCE/CONFLICT OF INTEREST

Any proposal made will be accepted only on the basis that the Vendor, by filing its proposal, represents that it is made in good faith without fraud, collusion or connection of any kind with any other Vendor for the same work; that the Vendor is competing solely on its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the BCSO is financially interested in the Contract; that the Vendor is fully informed in regard to all provisions of the contract documents, including, without limitation, the specifications and drawings, if any; the damages, bonds and insurance, if any. No proposal shall be deemed responsive unless a vendor has certified and signed the statutorily required Non-Collusion Certificate included in the contract documents and attached hereto.

QUESTIONS

All questions as to the interpretation of the RFP, Purchase Description and Specifications, Evaluation Criteria and all other contract documents shall be submitted in writing to the Official. Written answers to such questions shall be sent by the Official to each person on

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

record as having received an RFP and all documents incorporated by reference therein. No questions will be answered unless received by the Official at least seventy-two hours prior to the expiration of the time set for filing proposals.

AGREEMENT BY OFFEROR

The submission of a proposal shall constitute agreement on the part of the Vendor that, if the Vendor is given or mailed a notice of acceptance within 90 days of the opening of proposals, the Vendor will within five calendar days (Saturdays, Sundays, and legal holidays included) of receipt of such notice or within such additional time as the Official may authorize in writing, deliver to the Official a contract properly executed together with the required security for performance.

HARMONIOUS LABOR RELATIONS

The submission of a proposal shall constitute the certificate of the Vendor that he is able to and will furnish labor that work in harmony with all elements of labor employed or to be employed on the work.

QUALIFICATIONS OF OFFERORS

It is the purpose and intention of the Official not to award the contract to any Vendor who does not furnish evidence, when requested, satisfactory to the Official that it has the ability and experience to perform the pertinent class of work.

ADDENDA

Any supplemental instructions, amendments or changes in the RFP, or attached documents, shall be in the form of a written addenda to this Proposal. If issued, such addenda shall be sent by first class mail and or email to all persons on record as having received a RFP at the address listed thereon and updated in Commbuys.com. Such addenda, if any, will be sent no later than five business days prior to the time set for the opening of proposals.

Failure of any Vendor to respond to any such addenda shall not relieve such Vendor from any obligation under the proposal as submitted. At the time of the opening of proposals, each Vendor shall be conclusively presumed to have received and understood all RFP documents, including all addenda, the failure of any Vendor to examine any form, instrument other document which is part of the RFP shall in no way relieve such Vendor from any obligation arising under law from the submission of a proposal.

TOXIC OR HAZARDOUS SUBSTANCES

A Vendor submitting a proposal concerning materials containing toxic or hazardous substances must submit a Material Safety Data Sheet with such proposal. This document must accompany any deliveries of materials containing such substances when made by the successful Vendor or his agent. A Vendor agrees to comply with the so-called "Right-To-Know-Law". G.L. c.111F, in respect to the labeling, handling and delivery of substances subject to the jurisdiction of said law.

REQUEST FOR PROPOSALS INCLUDES BY REFERENCE ALL DOCUMENTS REFERRED TO AND INCLUDED THEREIN

The Request for Proposal hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Purchase Description and Specifications, the Evaluation Criteria, and all contractual terms and conditions applicable to the procurement.

REJECTION OF PROPOSAL

The Official may cancel the Request for Proposal, or may reject in whole or in part any and all proposals if, he determines the cancellation or rejection serves the best interests of the County/Sheriff's Office.

CONTRACT TERMS

1. Term of Contract: The term of the contract shall be three (3) years commencing on the date of execution between the Vendor and the Sheriff's Office, with two (2) One (1) year renewals at sole the discretion of the Sheriff's Office.
2. The Vendor's relationship to the Sheriff shall be that of an independent contractor. The Vendor shall have no capacity to neither involve the Bristol County Sheriff's Office or Commonwealth of Massachusetts in any contract nor incur any liability on the part of the Sheriff's Office/Commonwealth.
4. The Sheriff's Office shall not be liable for any personal injury to or death of the Vendor, its agents, servants or employees.
5. The Vendor shall pay for any and all debts of labor and materials contracted for by the Vendor or for any expense incurred on account of services to be performed under the contract.

CONTRACT DOCUMENTS

In addition to this Agreement, the documents hereinafter referred to, copies of which are attached hereto, are hereby incorporated herein by reference and made a part of this Agreement, and shall be referred to as the Contract Documents. The Contract Documents consist of the Request for Proposals, publication of the Request for Proposals, Certificate of Notice of Publication, and the proposal of the successful vendor, along with the Commonwealth of Massachusetts Standard Contract Form. The Commonwealth Standard Contract will be completed by the Bristol County Sheriff's Office and the awarding Vendor will be required to complete and will receive a completed copy with the Sheriff's signature.

APPLICABILITY OF SHERIFF'S RULES AND REGULATIONS

In performance of this Agreement, Vendor agrees to abide by the applicable rules and regulations of the Sheriff including, but not limited to, any and all security regulations, policies and procedures.

SUBCONTRACTING OF SERVICES

No subcontract of ANY SERVICES shall be made without the written consent of the Sheriff's Office.

PAYMENT TO VENDOR

As compensation for services referenced herein, the Sheriff shall pay to the Vendor for the aforementioned services once per month upon receipt of a detailed and accurate invoice. In addition to monthly compensation, the Sheriff, at the Sheriff's sole discretion, may provide the Vendor with necessary office space, staff, equipment and supplies at the expense of the Sheriff's Office, which may include a vehicle, computer, cellular telephone and firearm.

ADDITIONAL SERVICES

The Sheriff agrees to notify Vendor in advance, in writing should the Sheriff require additional services of Vendor prior to the expiration of this Agreement. It is understood and agreed that the parties will confer regarding the cost of such additional services and then amend this Agreement accordingly. No work relating to additional services shall commence, and no related billable hours shall be generated, until a fully executed Change Order is made in writing.

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

VENDOR'S STATUS

It is understood and agreed that the Vendor is an independent Contractor to the Sheriff and under no circumstances is an employee or independent contractor of Contractor's to be deemed an employee of the Sheriff. The Bristol County Sheriff's Office shall not be obligated under any contract, subcontract or other commitment made by the Vendor.

TERMINATION

Upon thirty (30) days written notice to the other, either party may terminate this Agreement for any cause and upon such termination, this Agreement shall be of no further legal force or effect. The Sheriff agrees to compensate Vendor for any services rendered prior to the date of termination.

The BCSO may terminate for convenience with thirty (30) days written notice to the Vendor. The Sheriff agrees to compensate Vendor for any services rendered prior to the date of termination.

The Sheriff may terminate or suspend this Agreement by providing written or facsimile notice to the Vendor stating the grounds of his action if he determines that immediate action is necessary to protect federal, state and/or county funds or property or to protect persons from injury. Such termination or suspension shall be effective upon receipt of the notice by Vendor; however, the Sheriff agrees to compensate the Vendor for any services rendered prior to the date of termination.

FISCAL YEAR APPROPRIATIONS

Appropriations for expenditures by the Sheriff and authorizations to spend for particular purposes are made on a fiscal year basis. The fiscal year for the Sheriff is the twelve (12) month period ending June 30th of each year. The obligations of the Sheriff under this Agreement 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 purpose of this Agreement.

If, for any fiscal year during the term of this Agreement, funds for operation of the premises or for the discharge of the Sheriff's obligations under this Agreement are not appropriated or authorized, or the funds so appropriated and authorized are insufficient for that purpose, then this Agreement may be terminated by the Sheriff without liability to the Sheriff for damages, penalties or other charges on account of such termination. The Sheriff agrees to compensate the Vendor for any services rendered prior to the date of termination.

CONFLICT OF INTEREST

The Vendor agrees that it will not engage in any conduct which violates, or induces others to violate, the provisions of M.G.L. c. 268A regarding the conduct of public employees.

The Vendor, Bristol County Sheriff's Office shall not enter into any arrangement whereby 1) any employee of the Commonwealth of Massachusetts/Bristol County Sheriff's Office participates in any decision relating to this Agreement which affects his/her personal interest or 2) the Vendor knowingly employs or compensates any employees of the Bristol County Sheriff's Office and/or Commonwealth of Massachusetts during the term of this Agreement, unless such an arrangement is permitted under M.G.L. c. 268A.

Employment of former Commonwealth, County or Sheriff employees must also be in compliance with the provisions of M.G.L. c. 268A.

The Vendor 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 Agreement, or give rise to an appearance of a conflict of interest.

MAINTENANCE AND INSPECTION OF RECORDS

The Vendor shall maintain books, records and other compilations of data pertaining to the performance of the provisions and requirements of the contract to the extent and in such detail as shall properly substantiate claims under this contract.

All such records shall be kept for a period of six (6) years or in such other period as specified herein. If any litigation, claim, negotiation, audit or other action involving records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.

The Sheriff of Bristol County and the State Auditor and/or Inspector General or their designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records or other compilations of data of the Vendor which pertains to the provisions and requirements of the contract.

CONFIDENTIALITY

The Vendor acknowledges that in performance of the contract, he or it may acquire or have access to "personal" data as defined in M.G.L. c. 66A or other information deemed confidential by the Bristol County Sheriff's Office or Massachusetts State Law. The Vendor shall comply with all laws and regulations regarding confidentiality and privacy

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

including, but not limited to, any rules or regulations of Bristol County Sheriff's Office/Commonwealth of Massachusetts.

The Vendor shall take reasonable steps to insure the physical security of such data under its control and to inform each of its employees having any involvement with such confidential information or data of the laws and regulations relating thereto and to insure the nondisclosure of such data.

RECORDS

The records and other information compiled by the Vendor in accordance with the duties and responsibilities of this contract are confidential and shall be the property of the Sheriff. Copies of such records shall be provided to the Sheriff within a reasonable period upon request. The Vendor shall honor all policies and procedures of the Sheriff for safeguarding the confidentiality of such records.

POLITICAL ACTIVITY PROHIBITED

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

ANTI-BOYCOTT COVENANT

During the term of the contract, neither the Vendor, nor any subsidiary or other company within its control shall participate or cooperate with an international boycott as defined in Section 999 (b) (3) and (4) of the IRC of 1954, as amended by the Tax Reform Act of 1986 or engage in conduct declared unlawful by Section 2 of M.G.L. c. 151E.

If there shall be a breach of this covenant, then without limiting any such other rights they may have, the County and Sheriff shall be entitled to terminate this Agreement.

NON-DISCRIMINATION COVENANT

The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, ancestry, age, sex, religion or physical or mental handicap. The Vendor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment.

In the event a charge of discrimination is sustained against Vendor, the Bristol County Sheriff's Office may impose such sanctions, as it deems appropriate including but not limited to:

Withholding of payments due to vendor until the vendor complies.

Termination or suspension of the contract.

ASSIGNMENT AND DELEGATION

Neither party shall assign, delegate or otherwise transfer any obligation or interest in this Agreement, without the prior written consent of the other party.

CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. All parties and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph 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.

SEVERABILITY

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

HEADING AND INTERPRETATION

The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Agreement.

WAIVERS

All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written Agreement. Forbearance of 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.

AMENDMENT

No amendment to this Agreement shall be effective unless it is in writing and signed by authorized representatives of all parties.

ENTIRE CONTRACT

This Agreement, including any attachments, or documents incorporated by reference, contains the entire Agreement of the parties with respect to the subject matter hereof, and

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

supersedes all prior Agreements, representations, negotiations and undertakings not set forth or incorporated herein.

PUBLICITY

The Vendor shall at all times obtain the prior written approval of the Bristol County Sheriff's Office before 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 Agreement.

If the Vendor or any of its subcontractors publish a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the Bristol County Sheriff's Office shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

VENDOR'S CERTIFICATIONS

The Vendor warrants the truth, accuracy and completeness of the following documents filed with the Bristol County Sheriff's Office in connection with this Agreement and appended hereto:

Affidavit of Compliance with Corporate Filing Requirements.

Certificate of Vote.

Certificate of Tax Compliance.

Verification of Insurance.

AUTHORITY

The undersigned represent that they have the authority from any and all appropriate parties or law to enter into this Agreement and will indemnify and hold harmless all other parties against or from any and all costs, claims or liability arising either directly or indirectly from any lack of such authority.

MULTIPLE COPIES

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

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

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 _____, 20__, 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 Commonwealth of Massachusetts, 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

VOCATIONAL PROGRAMS

STATE TAX RETURN CERTIFICATE

The Bristol County Sheriff's Office is subject to Section 49A of Chapter 62C of the Massachusetts General Laws which provides, in subsection (b), "that 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.

Name of Proposalder or Proposer

Authorized Signature of Proposer

Social Security # or Federal Identification #

Date

Approval of a contract or other agreement will not be granted unless this certificate is signed by the propos alder.

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.

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

President of

I, _____
(Type Name)

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 _____, 20____.

Signature of responsible corporate officer _____

Bristol County Sheriff's Office

VOCATIONAL PROGRAMS

VERIFICATION OF INSURANCE

I _____, authorized signatory
(Name & Title)

for _____, whose principle
(Vendor)

place of business is _____, hereby
(Address)

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

(Vendor)

(Authorized Signature)

(Title)

(Date)

(Federal ID No.)

VOCATIONAL PROGRAMS

PRICE PROPOSAL

PRICE PROPOSAL FOR VOCATIONAL PROGRAMS

The Price Proposal shall be given as a monetary amount:

Hourly rate \$ _____

Annual rate \$ _____

SUBMITTED BY,

VENDOR'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

Signed by an authorized official/officer of the vendor:

Name

Title