

Bristol County Sheriff's Office



REQUEST FOR PROPOSAL (RFP)
For
Risk/Needs Assessment Instrument and Consultation Services

BSD2025-1814

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

INTRODUCTION AND GENERAL DESCRIPTION

The Bristol County Sheriff's Office (The BCSO) is seeking responses for the software license of a nationally recognized valid and reliable Risk/Needs Assessment instrument that utilizes a computerized database and analysis system, and on-going consulting services relating to the implementation and utilization of the Risk/Needs Assessment. The BCSO seeks acquisition of Risk/Needs Assessment software licenses that has been normed to a Jail population for use by BCSO staff. The consulting services shall include, but not be limited to, customization of the assessment instrument for the Sheriff's Office, software support and maintenance, technical assistance, research studies, and training.

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

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

RISK NEEDS ASSESSMENT

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 **December 20, 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. Price 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

Risk/Needs Assessment Instrument and Consultation Services

RFP TIMETABLE

Public Advertisement	Beginning: November 18, 2024
Distribute RFP's on Request	Beginning: November 18, 2024
Written Questions Due	By November 26, 2024 by 2:00 pm
Responses to Written Questions Released	By December 03, 2024 by 2:00 pm
Proposal Due	By 2:00 P.M. Date: December 20, 2024
Proposal Evaluation & Vendor Presentations, if Requested	
Contract Award Announcement	Date: January 01, 2025 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.**

Bristol County Sheriff's Office
Risk/Needs Assessment Instrument and Consultation Services

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

Risk/Needs Assessment Instrument and Consultation Services

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.

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:

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

BANK REFERENCE(S):

CONTACT/PHONE:

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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 contractor 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: _____

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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 vendor 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.

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

EVALUATION CRITERIA:

All submitted proposals will be evaluated according to the following criteria based on a 500 point basis.

Bidder scores will be used to rank Bidders and will determine which Bidders proceed to subsequent stages of the evaluation and/or enter into negotiations with the BCSO department to receive a Contract award.

The Department is looking for the "best value" response which provides the greatest quantify of services at the highest quality.

Below are the criteria and maximum points available:

Criteria	Maximum Points Available
Per user cost of Risk/Needs Assessment Software Licenses	75
Risk/Needs Assessment Instruments/protocols	100
Training and Implementation	50
Fiscal Terms for Project and Consulting Services	75
Other Requirements	50
Bidder's Qualifications	100
Supplier Diversity	50
Total	500

Added Value: (up to 5 possible points each added value)

Added Value is discretionary. Added Value could be anything in the proposal that the bidder includes, that is above and beyond the requirements of the RFR, and results in a "best value" to the Bristol County Sheriff's Office.

SPECIFICATIONS:

The Bristol County Sheriff's Office (BCSO) is seeking responses for the software license of a nationally recognized valid and reliable Risk/Needs Assessment instrument that utilizes a computerized database and analysis system, and on-going consulting services relating to the implementation and utilization of the Risk/Needs Assessment.

The BCSO seeks acquisition of Risk/Needs Assessment software licenses that has been normed to a Jail/House of Correction population for use by BCSO staff. The consulting

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

services shall include, but not be limited to, customization of the assessment instrument for the Sheriff's Office, software support and maintenance, technical assistance, research studies, and training.

1. The selected Contractor, as the consultant, shall offer a full range of services including, but not limited to, the following:
 - a. Risk/Needs Assessment instrument(s) and protocols for incarcerated offenders.
 - b. The consultant shall demonstrate how their assessment instrument identifies offender risk to recidivate, including but not limited to, general risk, violent risk and offenders criminogenic needs;
 - c. The consultant shall demonstrate that their assessment incorporates an assessment specific to Reentry;
 - d. The consultant shall demonstrate that their assessment incorporates an assessment specific to a Jail/House of Correction female population;
 - e. The consultant shall continue to guide discussions for the selection of appropriate Risk/Needs instrument(s) scale sets that will identify trauma informed and gender specific needs and program recommendations appropriate for addressing those identified need areas;
 - f. The consultant shall collaborate with the BCSO regarding the collection and reporting of all inter-rater reliability, reliability, validation, norming and outcome studies;
 - g. The consultant shall ensure that the Risk/Needs Assessment tool is reflective of current industry standards, adaptive to new standards, and is positioned to dictate best practice in collaboration with the BCSO;
 - h. The consultant shall make recommendations regarding identifying special populations' secondary assessments (e.g., sex offenders, mental health, education, psychopathy, substance abuse, trauma and aging offenders etc.);
 - i. The consultant shall ensure all on-site and general consulting support services is available to ensure that current best practices are at the forefront of assessment and programming for BCSO offenders;
 - j. The consultant shall demonstrate past experience with linking technology
 - i. systems and customizing data fields designed for technological data
 - ii. exchanges;

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

- k. The consultant shall, in collaboration with the BCSO, advise on and support all broker systems used to interface between BCSO and the Risk/Needs Assessment.
 - l. The consultant shall demonstrate the ability to add additional secondary screenings, requested by the BCSO, to the battery of assessments and screenings already provided by the software.
2. Training and implementation:
- a. The consultant shall submit updated comprehensive written training manual(s) as needed;
 - b. The consultant shall have a comprehensive understanding and training plan of the Risk/Need and Responsivity Models and on Evidence Based Principles;
 - c. The consultant shall develop a mechanism by which the agencies can identify on-going training needs;
 - d. The consultant shall provide training(s) for the staff identified to administer the instrument(s), as well as training for trainers. Training shall occur either on-site or remotely (e.g., web-ex, e-learning, video conferencing, etc.);
 - e. The consultant shall continue to address the training needs of any new integration of instrument(s) into the agency's automated system as needed.
3. Bidder Qualifications:
- a. Prior correctional research and consultant experience preferred.
 - b. Extensive research and practical experience in offender Risk/Needs Assessment instruments, with diverse offender populations preferred.
 - c. Extensive knowledge and experience with Risk/Needs Assessment instruments and procedures.
 - d. Experience in implementation and training for Risk/Needs Assessment instrument.
 - e. Experience in validation and inter-rater reliability with the Risk/Needs Assessment instrument.

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

- f. The Contractor shall be responsible for all services, including any subcontractors. The Contractor shall provide a letter of agreement for this project from all subcontractors with their Response.

4. Other Requirements:

- a. The Contractor and the BCSO will establish duties and tasks as defined in RFR specifications. Failure to accomplish defined duties and tasks may result in contract termination.
- b. The Contractor and BCSO will establish, in writing agreed upon timelines for defined duties, tasks and reports. Prior written approval will be required to change said timelines.
- c. Any dissemination of data or findings without prior written approval is not acceptable and may result in contract termination.
- d. The Contractor and the BCSO will establish monthly project management meetings.
- e. The Contractor shall ensure the ability to collect and cull ad hoc data by the BCSO staff to produce necessary reports.

ORAL PRESENTATIONS/PRODUCT DEMONSTRATIONS:

If requested, bidders may be required to provide the BCSO with an oral presentation/product demonstration. Selected Bidders who are asked to participate in oral presentations/product demonstrations will be expected to prioritize this in their schedules. The BCSO will make every effort to find a mutually convenient time for the Bidder and BCSO. However, failure to appear at the scheduled time of the presentation/demonstration may result in disqualification, reduction of points or other action that the BCSO deems appropriate.

SUBMISSION OF PROPOSALS:

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.

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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: “ **Risk/Needs Assessment Instrument and Consultation Services**” **SUBMITTED BY: December 20, 2024 (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.

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

INFORMATION AS TO PROPOSED MATERIALS

Before any contract is awarded, the Vendor may be required to furnish, without expense to the Sheriff's Office/County, 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: Exception: 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 contractor, 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.

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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 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.

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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 or email to all persons on record as having received a RFP at the address listed thereon and update 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, his agent, or contractor. 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

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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) Two (2) year renewals at the sole discretion of the Sheriff's Office for a maximum contract duration of 7 years.
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

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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 BCSO 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.

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.

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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 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.

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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 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

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

upon request. 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

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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 does the legal or equitable remedy 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 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

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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
Risk/Needs Assessment Instrument and Consultation Services

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.

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

(Office)

ATTEST:

Affix Corporate Seal
Here

(Clerk or Secretary of Corporation)

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

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
Risk/Needs Assessment Instrument and Consultation Services

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.)

Bristol County Sheriff's Office

Risk/Needs Assessment Instrument and Consultation Services

PRICING:

The acquisition method(s) to acquire goods and/or services from this Solicitation are fee for service. The BCSO is seeking through outright purchase the acquisition of the Risk/Needs Assessment software licenses. The assessment software licenses are sought for temporary use without ownership rights. Contractors bidding on this RFR shall quote an annualized per user cost for these licenses. The number of assessment software licenses the BCSO will require is subject to change at any time during the contract duration. Accordingly, the per user cost for these licenses may be re-negotiated upon mutual agreement of the BCSO and Contractor. Any and all price increases must have the prior written approval of the BCSO.

A project based compensation structure will apply for the consulting services component to the contract. Compensation for this component is factored and based upon the total, all-inclusive cost of performance. Payment will be based on a scheduled of predetermined events as mutually agreed upon by the BCSO and Contractor. The Contractor is to provide an all-inclusive total cost for this project, e.g., to include all related costs, overhead, administrative costs, time, materials, etc. The Contractor is to submit the total cost for this project and define milestones for partial payments for accomplishment of certain milestones on an annual fiscal year basis (July – June).

The BCSO and Contractor will mutually agree on the project milestones, deliverables and events for payment. The BCSO shall withhold final payment until all defined project milestones are completed and deliverables received.

Itemized invoices shall be sent to the BCSO Finance Division office by the Contractor no later than 30 days after completion of services or receipt of deliverables. The Contractor's invoices at a minimum shall include the following:

- Name and address of contractor
- Telephone and fax number
- Date of invoice and date(s) of delivery or service
- Name of BCSO contact person

All invoices shall be itemized. Itemized invoices shall include any backup documentation. Itemized invoices shall include a complete description for each charge such as number of billable hours, the hourly rate, an explanation and description of the work performed, etc. Compensation will be based solely on the pricing information provided by the Bidder and accepted by the BCSO.