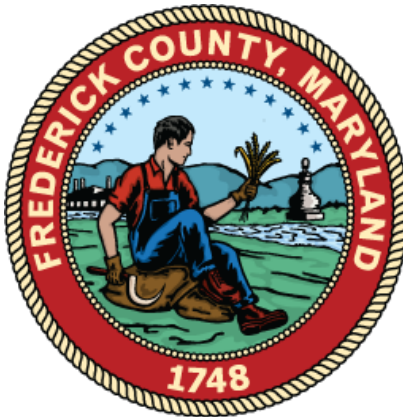


# FREDERICK COUNTY, MARYLAND

## PROCUREMENT & CONTRACTING DEPARTMENT

12 East Church Street, Winchester Hall  
Frederick, Maryland 21701



## REQUEST FOR PROPOSALS NO. 16-050

### INMATE TELEPHONE SYSTEM

**Proposal Due Date:**  
September 30, 2015 at 3:00 PM

Buyer: Patricia M. Guise, CPPB Team Leader  
Phone: 301-600-1044  
Email: [pguise@frederickcountymd.gov](mailto:pguise@frederickcountymd.gov)  
[www.frederickcountymd.gov/procurement](http://www.frederickcountymd.gov/procurement)

### National Purchasing Institute



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**Frederick County Workforce Services**  
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**301-600-1867**  
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**Call Michelle Day, Business Services Manager, at 301-600-1867**

**DOCUMENT A – PERTINENT INFORMATION**

<b>RFP Number:</b>	RFP-16-050
<b>RFP Name:</b>	Inmate Telephone System
<b>Issue Date:</b>	September 3, 2015
<b>Buyer:</b>	Patricia Guise, CPPB <a href="mailto:pguise@frederickcountymd.gov">pguise@frederickcountymd.gov</a> 301-600-1044
<b>Pre-Proposal Date:</b>	September 10, 2015 at 1:30 pm
<b>Pre-Proposal Location and Registration:</b>	Frederick County Adult Detention Center 7300 Marcie's Choice Lane Frederick, MD 21701  Please register by contacting Patricia Guise, CPPB <a href="mailto:pguise@frederickcountymd.gov">pguise@frederickcountymd.gov</a>
<b>Questions Due and to Whom:</b>	Questions due no later than 4:00 PM on September 21 , 2015 Submit questions to: Patricia Guise at <a href="mailto:pguise@frederickcountymd.gov">pguise@frederickcountymd.gov</a>
<b>Proposal Due:</b>	September 30, 2015 at 3:00 p.m. local time
<b>Mail/Deliver Proposals to the Issuing Office:</b>	<b>Department of Procurement &amp; Contracting</b> <b>Winchester Hall, Second Floor</b> <b>12 East Church Street</b> <b>Frederick, Maryland 21701</b> <b>301-600-1067</b>
<b>Agreement Term:</b>	Two (2) years with Three (3) – One year renewals

## DOCUMENT B – GENERAL CONDITIONS

### 1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the DP&C website.)
- 1.2 Agreement – The legal contract resulting from award, the Request for Proposal documents and any addenda, the Contractor’s response to this solicitation, and subsequent Purchase Orders
- 1.3 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.4 Buyer – DP&C representative for the solicitation and/or resulting Agreement
- 1.5 County – Frederick County, Maryland
- 1.6 Contractor – Any offeror; most often the successful offeror
- 1.7 Designee – Specifically appointed alternate signatory or decision maker
- 1.8 DP&C – The Department of Procurement & Contracting
- 1.9 Interested Party – An actual or prospective Offeror or Contractor that may be interested in the award of a contract
- 1.10 Issuing Office – The Department of Procurement & Contracting, 12 East Church Street, Frederick, Maryland 21701
- 1.11 Offeror – Any entity that submits a response to this solicitation
- 1.12 Proposal – All information submitted by the Contractor in response to this solicitation
- 1.13 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.14 Request for Proposal (RFP) – All documents identified in the Table of Contents, including any addenda
- 1.15 Solicitation – The Request for Proposal
- 1.16 Using Agency – County division, department or office for which goods and/or services are being purchased

### 2 COUNTY INFORMATION:

The County is part of the “Golden Triangle” located 45 minutes from both Baltimore and Washington, DC. The largest county in Maryland at 667 square miles in total land area (including bodies of water), Frederick is also Maryland’s fastest growing county in the Washington metro region and contains Frederick City, the second largest city in Maryland. The County is home to approximately 250,000 residents and 9,000+ businesses employing 91,000+ workers. County services include police, fire and rescue, corrections, public works, planning and zoning, landfill, water and sewer, and parks and recreation. Currently the County’s general obligation debt is rated AAA by Standard & Poor’s and Fitch IBCA, and Aa1 by Moody’s Investors Service.

### 3 RESERVATIONS:

- 3.1 The Director of DP&C reserves the right to reject any or all proposals or parts of proposals when, in the Director of DP&C’s reasoned judgment, the public interest will be served thereby.
- 3.2 The Director of DP&C may waive formalities or technicalities in proposals as the interest of the County may require.
- 3.3 The Director of DP&C reserves the right to increase or decrease the quantities to be purchased at the prices proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
- 3.4 The Director of DP&C reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, at the sole discretion of the Director of DP&C, be in the best interest of the County.

- 3.5 The Director of DP&C may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the services are being purchased.
- 3.6 The Director of DP&C may reject any bid which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or bids obviously unbalanced.

**4 COMPETITON:**

- 4.1 A Contractor may offer only one price on each item though they may have two or more types that meet specifications. Contractors must determine for themselves which to offer. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor.
- 4.2 All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications, and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.

- 5 PERIOD OF VALIDITY:** All proposals submitted shall be irrevocable for 120 days following the proposal due date, and the County has within that time period after due date to accept the proposal. The County reserves the right to reject any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and Contractor, the acceptance time may be extended. Proposals may not be withdrawn during this period.

**6 DELIVERY:**

- 6.1 Contractors shall guarantee delivery in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 6.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal.
- 6.3 The Director of DP&C reserves the right to charge the Contractor or vendor for each day the services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Director of DP&C and said sum is to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.
- 6.4 The Director of DP&C reserves the right to procure the services elsewhere on the open market if delivery is not made as specified, in which event, any additional costs of procuring the services may be charged against the Contractor and deducted from any monies due or which may become due.

**7 GOVERNING LAW:**

- 7.1 This contract shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- 7.2 The laws of the State of Maryland and Frederick County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

- 8 **FAIR LABOR STANDARDS ACT:** All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7, and 12, and regulations and orders issued under Section 14 thereof.
- 9 **CASH DISCOUNT:** Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of the proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 10 **UNIT PRICES:** Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.
- 11 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 12 **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit, is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 13 **COMPLIANCE WITH LAWS:**
- 13.1 If awarded a contract, the Contractor hereby represents and warrants that it:
- 13.1.1 Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 13.1.2 Is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract.
- 13.1.3 Shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
- 13.1.4 Shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.
- 13.1.5 Agrees that the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- 13.2 In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

**14 HOLD HARMLESS/INDEMNIFICATION:**

- 14.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 14.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

**15 TERMINATION:**

- 15.1 Termination for Convenience: The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County determines that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- 15.2 Termination for Default: If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the County may terminate the contract by written notice to the Contractor. The notice will specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the contractor will remain liable after termination and the County can affirmatively collect damages.

**16 MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing with, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: [www.dat.state.md.us/](http://www.dat.state.md.us/) or by calling 410-767-1340 or Toll Free 888-246-5941.

**17 AVAILABILITY OF FUNDS:** The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

**18 INTEGRATION AND MODIFICATION:** These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

**19 NON-ASSIGNMENT OF CONTRACT:** Neither the County nor the Contractor shall assign, sublet, or transfer its interest or obligations under the resulting contract to any third party, without the written consent of the other. Nothing here shall be construed to create any personal or individual liability upon any employee, officer, or elected official of the County, nor shall the resulting contract be construed to create any rights hereunder in any person or entity other than the parties to this contract.



- 20 **RESPONSIBILITY:** The Contractor has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred Contractor or one with documented poor performance or one with questionable reputation, integrity or key personnel, may automatically be considered non-responsible in connection with this solicitation. At the sole discretion of the County, a Contractor that has previously failed to perform properly, has failed to timely complete contracts of a similar nature, has failed to complete contracts of a similar nature within budget or with an unreasonable quantity of change orders, or one that investigation reveals is unable to perform the requirements of the contract may be excluded from consideration for award. DP&C may request documentation necessary for the determination of responsibility. Failure of a Contractor to provide the required documentation may exclude it from further consideration.
- 21 **AFFIDAVIT:** The attached affidavit is provided to facilitate compliance with the applicable law.
- 22 **PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:**
- 22.1 The County operates under a public information law, which permits access to most records and documents.
- 22.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.
- 23 **COOPERATIVE PURCHASE:**
- 23.1 The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this proposal to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools at its own discretion.
- 23.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this proposal.
- 24 **EXCEPTIONS:** If the Contractor cannot/ will not meet the terms, conditions, and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead providing a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish exceptions on company letterhead shall be interpreted as full agreement and acceptance of all terms, conditions, and specifications. Exceptions taken do not obligate the County to change the terms, conditions, and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal. Descriptive literature may be used to clarify or be a reference to an exception; however, exceptions shall not be considered by enclosing descriptive literature in itself. The decision of the Director of DP&C in accepting or rejecting an exception shall be final. If it is determined that an exception is not acceptable, the proposal may be considered non-responsive at the sole discretion of the Director of DP&C.
- 25 **SITE CONDITIONS:** The submission of a proposal shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The

Contractor shall also be familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.

25.1 **CONTRACT SERVICES AGREEMENT:**

The County and Contractor must execute a Contract Services Agreement, which is attached for your review, resulting from the award of this solicitation. Exceptions, if any, to the County's standard Agreement must be noted in the Proposal to be considered during evaluation. Exceptions to the County's standard Agreement may result in rejection of a proposal.

25.2 Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

26 **AWARD NOTIFICATION:**

26.1 Award notification will be by U.S. Mail, email, fax, or any combination thereof.

26.2 The awarded Contractor(s) will be required to return an Insurance Certificate (if applicable) naming Frederick County as an additional insured, the executed Agreement\*(if applicable), and the Maryland Registration Certificate of Good Standing.

26.3 Individuals wishing to contest results of a solicitation may view procedures on the DP&C website at [www.FrederickCountyMD.gov/procurement](http://www.FrederickCountyMD.gov/procurement).

**\* As Offerors have had an opportunity to note Exceptions to the Agreement with their Proposal, execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT ATTACHED PRIOR TO SUBMITTING THE PROPOSAL.**

## DOCUMENT C – SPECIFICATIONS

- 1 **BACKGROUND:** Frederick County, Maryland, Sheriff’s Office, Adult Detention Center is located at 7300 Marcie’s Choice Lane Frederick, Maryland 21704 and the Work Release Center 7281 Marcie’s Choice Lane Frederick, Maryland 21704. The Adult Detention Center has 425 beds with an inmate average of approximately 400. Frederick County contracts with a firm to provide and operate an inmate phone system, owned by the Contractor. The Contractor pays Frederick County a percentage of all gross revenues generated by inmate calls. The current Inmate Telephone System provider is Inmate Calling Solutions, LLC, d/b/a/ IC Solutions (“ICS”).
- 1.1 **GENERAL INFORMATION:** The system shall include hardware, software, phones and allows inmates to make both local and long distance collect calls without the need for conventional live operator services. Installation, continued operation, training and support of the system are also requirements of the resulting contract. The system shall include equipment designed for the correctional environment, and is subject to approval by Frederick County Sheriff’s Office. The equipment must be non-coin operated, collect call, durable and tamper-free equipment suitable for a jail environment, and equipment must contain no removable parts.
- 2 **STATEMENT OF WORK:** Frederick County, Maryland (the “County”) is seeking proposals from qualified firms (the “Contractor”) for the provision of the installation and operation of an Inmate Telephone System for the Frederick County Adult Detention Center and the Frederick County Work Release Center, as described in the specification attached and any Federal, State and Local requirements in accordance with the terms, conditions and specifications of this solicitation as detailed herein.

### 2.1 INMATE TELEPHONE SYSTEM SPECIFICATIONS:

- 2.1.1 All features and system requirement contained herein shall be applicable to all calls (local and long distance) placed through the inmate telephones (the “Telephones”) in the Frederick County Adult Detention Center and the Frederick County Work Release Center (the “Facilities”) in accordance with those requirements and provisions set forth in this document.
- 2.1.2 Contractor shall furnish, install and maintain Telephones for use by inmates at the Facilities. This includes fully automated Telephone Services to the inmates utilizing Contractor’s installed Telephones in accordance with those requirements and provisions set forth in this document.
- 2.1.3 All Telephone instruments shall have a metallic, tamper proof touchtone keypad.
- 2.1.4 All Telephones shall be equipped with an armored handset cord designed to with stand up to 1,000 pounds of pull resistance.
- 2.1.5 Certain telephones will be able to work without a corded handset. Location of these phones will be determined by the facilities.
- 2.1.6 The Telephone system shall be capable of providing call completion to any point within the continental US, Alaska and Hawaii.
- 2.1.7 The Telephones shall provide one-way out-going service only. Incoming calls are prohibited.
- 2.1.8 The Telephone system shall be an automated operator system. Inmates shall not have access to a live operator in any circumstance.
- 2.1.9 The Telephone shall provide collect, debit or prepaid station to station and/or person to person calling.
- 2.1.10 The Telephones shall prohibit access to prefixes such as 411, 911, 9000 and 800 and 555 directory assistance.
- 2.1.11 The Telephones shall prohibit access to all long distance carriers via 950, 800, 10-xxx and other numbers.
- 2.1.12 Call acceptance by the call recipient shall be accomplished exclusively through positive call acceptance

- 2.1.13 Passive acceptance of a call such as staying on the line after the voice prompt sequence is prohibited. Calls to answering machines, FAX machines or computer modems shall automatically be terminated when the machine fails to positively accept the incoming call.
- 2.1.14 The called party shall be able to accept or reject a call from a rotary dial or pulse dial Telephone.
- 2.1.15 Call recipient shall be provided with an option to block any further inmate call attempts at the time the call is received.
- 2.1.16 The Telephones shall be capable of processing calls on bilingual basis in up to four languages, which shall include English and Spanish. Submitted proposals shall describe how a caller would access different prompts using the proposed system.
- 2.1.17 The Telephones shall be capable of complete shutdown by manual shutoff and of complete shutdown from an onsite administrative computer.
- 2.1.18 The Telephone system shall identify three-way calling. Contractors shall describe in detail how three-way call prevention is accomplished with their system.
- 2.1.19 The Telephone system shall prevent all calls to pay phones. Contractor shall subscribe to and use a validation database system that identifies each Telephone call and blocks all call attempts to pay phones.
- 2.1.20 The Telephone system shall have the capability to provide inmates free local calls to the Public Defender's Office or any other Frederick County internal Telephones as specified by the Frederick County Corrections Bureau Chief.
- 2.1.21 The Telephones shall provide immediate dial tone when the handset is – off hook.
- 2.1.22 Call blocking shall be provided with specific number and by blocks of numbers by prefix (such as 800, 900, 911, 411, etc.). The blocking of mobile phone prefix numbers shall be available. Blocking functions shall be programmable on site.
- 2.1.23 The Telephone system shall not allow credit card usage.
- 2.1.24 The Telephone System shall be capable of programmed call duration limits, as set by the Facilities. The system shall automatically terminate a call, giving a one minute warning beforehand. The Capability of providing different time limits for individual inmates, cell blocks and designated groups of Telephones shall be available. The time limits shall be controllable and adjustable at each location.
- 2.1.25 An on-site computer shall be capable of performing call blocking, inmate PIN assignment, call allow lists, call duration programming, time of day automatic shutdown of Telephones and generation of administrative reports.
- 2.1.26 All proposed Telephone instruments shall be approved by and comply with FCC regulations. Contractor shall supply the FCC registrations number of the proposed instruments.
- 2.1.27 All Telephones shall be surface mounted in a manner which shall render them tamper-proof and secure enough to meet correctional intuitional standards.
- 2.1.28 All conduit/wiring connections shall be installed in a secure manner, which shall prevent vandalism, tampering or removal of clamps, conduit or connectors.
- 2.1.29 Awarded contractor shall provide training at no charge to designated administrative personnel on using Telephone system and equipment.
- 2.1.30 Awarded contractor shall provide training at no charge to local law enforcement investigators.
- 2.1.31 The Telephone system shall have the ability to accept an electronic file from the local JMS system with inmate PINS, location, and status.
- 2.1.32 The Telephone system shall have the ability to inform the called party that the call is from an inmate at the Frederick County Adult Detention Center.
- 2.1.33 The Telephone system shall inform the called party and the inmate that "That call may be monitored and recorded at any time" at the beginning of the call.
- 2.1.34 Awarded contractor shall provide a minimum of two video phones for deaf inmates. These phones should work through the vendor's phone system
- 2.1.35 The Telephone system shall have the ability to allow Telephone calls to be placed to cellular phones.
- 2.1.36 The Telephone system shall have the ability to allow the use of debit, pre-paid, and collect calls for regular day to day calls from the Facilities.
- 2.1.37 The Telephone system shall have the ability to have multiple workstations for monitoring purposes.

- 2.1.38 The Telephone system shall have the ability to transfer an alert to a designated cellular phone or email when a certain telephone number is called. The recipient of the alert should be able to listen to the call in real time.
- 2.1.39 Visitation phones will have a manual cut-off switch at the Visitation Command Post.
- 2.1.40 The Telephone system will have the ability to show a reverse lookup of calls to include billing name and address.
- 2.1.41 The vendor will supply a phone in the Central Booking area lobby with the capability to make free local calls only.
- 2.1.42 Contractor shall coordinate with the incumbent inmate telephone services provider to allow for an uninterrupted transition and implementation of the new Telephone System.
- 2.1.43 The current inmate telephone services system has cut-off switches on the command posts that shall be interfaced with the new Telephone system.
- 2.1.44 The contractor will have the ability to have funds deposited into an inmate's account by phone or the web.
- 2.1.45 The contractor will have the ability to accept funds from the facilities commissary account through an interface.
- 2.1.47 The Telephone system will have the ability to perform a key word search of all recordings in the system.
- 2.1.48 The Telephone system will verify all inmates making calls through the use of Voice Biometrics and a PIN number. Voice Biometrics will be incorporated through the entire call to identify other inmates on the call.
- 2.1.49 The Telephone system will use JLG Investigator Pro or equivalent. If the software is an equivalent, the Vendor will compare the functions of their software to the JLG Investigator Pro.

**2.2 INMATE TELEPHONE RECORDING/MONITORING SYSTEM:**

- 2.2.1 System shall have call monitoring and recording capabilities, to include call monitoring and recording capabilities on all Facilities visitation phones. The specifications shall be addressed by the Contractor.
- 2.2.2 The recording system shall be designed to operate twenty-four (24) hours a day, 365 days a year continuously.
- 2.2.3 The system will have the ability to burn recordings to CD and DVD.
- 2.2.4 An active color display with graphic interface operation shall be included in the recording system.
- 2.2.5 All Telephone operation and programming shall be monitored in real time from this color display.
- 2.2.6 Recording system shall store a minimum of seven (7) years worth of Telephone calls on-line for immediate retrieval without a change storage media.
- 2.2.7 The recording system should be at a centralized server facility away from the facility.
- 2.2.8 All audio inputs shall be converted into digital form: Compression ratios shall be able to produce high quality playback on CD or DVD available for a minimum of seven (7) years.
- 2.2.9 The contractor should have the ability to certify recordings and make it available for court purposes.
- 2.2.10 The recording system shall utilize the latest Windows user interface.
- 2.2.11 The recording system shall be networkable in LAN and WAN environments.
- 2.2.12 Recorded calls shall be retrievable and playable on any existing sound capable PC via network connection.
- 2.2.13 The recording system shall provide continuous on-line self-test diagnostics. Any recording drive failure shall immediately notify the user with both visual and audible alarms. This includes hard drive failures.
- 2.2.14 Flagging and archiving of recorded conversations shall be accomplished by a Windows interface with simple search criteria fill in screens for the Frederick County operations.
- 2.2.15 Search and playback of recorded conversations within a Seven (7) year period shall take no longer than 20 seconds.
- 2.2.16 During recording, all or any Telephones may be selected for listening in real time.

- 2.2.17 Graphic display windows shall be provided to give the user a quick reference of the position of inmate conversations within selected Telephone groups and times.
- 2.2.18 Multi-level password security shall be provided. If the recording system is abandoned at a high security level, the system shall automatically return to the Menu after five, ten or twenty adjustable minutes of activity.
- 2.2.19 The recording system shall allow for future upgrades to enhance performance as technology permits.
- 2.2.20 The recording system shall provide call list and activity reports, system activity and configuration reports. Custom reporting features shall be included in the design. Any report function or printing shall not interrupt system operation including recording.
- 2.2.21 Future software upgrades must be provided at no additional cost during the life of the contract term.
- 2.2.22 The awarded contractor/vendor at the completion of the contract shall provide access to the Frederick County Sheriff's Office Corrections Bureau staff all call recordings from the facilities for a period of seven (7) years at no charge to the County.

### **2.3 INSTALLATION REQUIREMENTS:**

- 2.3.1 Contractor shall provide an implementation plan to the Frederick County Sheriff's Office – Corrections Bureau within fifteen (15) days after award of the contract. Contractor, after approval of the implementation plan shall complete the installation within forty-five (45) days of notification to proceed.
- 2.3.2 Installation of all Telephones and related equipment shall be accomplished by the Contractor or subcontractors during normal business hours or as directed and approved by the Facilities.
- 2.3.3 The installation schedule shall be coordinated through the Director of Administrative Services at the Frederick County Adult Detention Center and the incumbent inmate telephone services provider to the satisfaction for the Frederick County Adult Detention Center and Frederick County Work Release Center.
- 2.3.4 A Cart Phone will be supplied by the vendor
- 2.3.5 Contractor shall provide all materials and labor required to install and maintain Telephone communications equipment for the Telephone system at no charge to the County.
- 2.3.6 Upon completion of installation, the awarded Contractor shall provide the County with a list of Telephone numbers and the corresponding location of each unit.
- 2.3.7 The footprint of the system unit shall not occupy the area of the current centralized system.
- 2.3.8 The centralized system unit shall be capable of being attached to the wall of the Telephone room where the current system is located.
- 2.3.9 Contractor shall restore to its original condition any property damage by Contractor's installation, including but not limited to wall, ceiling, etc.

### **2.4 MAINTENANCE, SERVICE AND SUPPORT**

- 2.4.1 Contractor shall restore to its original condition any property damaged by maintenance or installation personnel including but not limited to wall, ceilings, etc.
- 2.4.2 Contractor shall provide all necessary labor, parts, materials and transportation to maintain all inmate pay Telephones good working order throughout the term of the contract. All maintenance service and support of the Telephones shall be completed at the Contractor's expense and no charge to the County throughout the term of the contract.
- 2.4.3 Contractor shall provide Telephone equipment personnel who are fully trained, manufacturer certified and/or qualified on the equipment and software to be serviced.
- 2.4.4 Contractor's maintenance personnel shall respond to and resolve normal repair requests within twenty-four (24) hours from the time of notification, including evenings, weekends and holidays.
- 2.4.5 Contractor's maintenance personnel shall respond to and resolve emergency repair requests within eight (8) hours from the time of notification, including evenings, weekends and holidays.

- Contractor shall maintain a 1-800 Customer Service number which shall be answered 24 hours a day, seven (7) days a week by a live operator. At no time shall the “on hold” time to receive substantive assistance at this number exceed two (2) minutes.
- 2.4.6 Contractor shall perform remote software diagnostics on the Telephone system within four (4) hours of notification.
- 2.4.7 Contractor shall provide a single point of contact for handling inmate public complaints and inquiries.
- 2.4.8 Contractor shall maintain a 1-800 number for County and the public to call to inquire regarding any billing call blocks, etc. Contractor shall complete all blocking requests within sixty (60) minutes of notification.
- 2.4.9 Contractor shall clean up and remove any debris resulting from its work. Upon completion of the installation, the premises shall be left in order and ready for immediate use and be restored to its original condition.
- 2.4.10 The Contractor shall provide a contingency plan in the event of phone outage.
- 2.5 **VIDEO VISITATION:** The contractor shall provide Video Visitation **if requested during the contract term**. The contractor will include in its proposal all pricings changes, price of a 30 minute video visit from outside the facility, any changes to contract terms, all equipment and software utilized. The vendor will provide a recorded video visitation from a current facility to show quality of the recording. Video Visitation will include:
- Scheduling of visits through a Lobby kiosk and the web.
  - Current onsite visitation booths converted to video visitation for the visitors.
  - Onsite visitation will be free of charge.
  - Live monitoring of all video visits by the Visitation Officer.
  - The ability to manually disconnect a video visit by the Visitation Officer.
  - The recording of both video and audio of all video visitations.
  - The ability to not record a video visit with an attorney.
- 2.6 **COMMISSION STRUCTURE, REPORTING AND CALL ACCOUNTABILITY:**
- 2.6.1 Contractor shall pay required commissions to Frederick County within sixty (60) days of the end of the month in which call revenue was generated by the Telephones. All commissions shall be paid based on Gross Call Revenue. This shall mean the appropriate per minute rate applied to each and every call placed from the Facilities Telephones for which there is an answer and acceptance by the called party. There shall be NO DEDUCTIONS whatsoever for un-billable or uncollectible calls or for any other expense associated with providing or billing the services required.
- 2.6.2 The Frederick County Sheriff’s Office – Corrections Bureau shall receive one detailed commission report to accompany each monthly payment reflecting the true gross revenue figure for the respective operations.
- 2.6.3 Site reports of completed call volume shall be consistent with commissions’ payment data. Frederick County reserves the right to audit commissions anytime during the contract term.
- 2.6.4 Commissions shall be calculated on inmate minutes use of Telephone service provided by the contractor.
- 2.6.5 Contractor shall provide the percentage rate/commission that shall be paid to Frederick County, Maryland. Contractor shall provide all charges and surcharges broken down per LATA. This is to be provided so the County can calculate its commission based upon the raw data for auditing purposes.
- 3 **PRE-PROPOSAL CONFERENCE:**
- 3.1 A Pre-Proposal Conference will be held to discuss objectives and answer questions relating to this solicitation. If requested, a site visit of the facility will follow the pre-proposal meeting.

Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding of the requirements.

- 3.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
- 3.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing the Buyer and referencing this solicitation and number.
- 3.4 If there is a need for language interpretation and/or other special accommodations, please advise the Buyer via email so that reasonable efforts may be made to provide special accommodations.
- 3.5 If County administrative offices have been officially closed for any reason, the Pre-Proposal Conference will be rescheduled via Addenda posted on the website the morning after the closing event.

3 **SITE VISIT:** Each Contractor shall completely satisfy themselves as to the exact nature and existing conditions of the site location and requirements of the specifications for extent and quality of the work to be performed. Failure to do so shall not relieve the Contractor of its obligation to carry out the provisions of the contract.

4 **INQUIRIES AND ADDENDA:**

- 4.1 The DP&C Buyer is the sole point of contact for this solicitation. Questions concerning this solicitation must be addressed in writing to the Buyer and delivered no later than 10 days in advance of the proposal's due date.
- 5.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the DP&C website at <http://frederickcountymd.gov/index.aspx?NID=1116> to obtain Addenda.

6 **CONTRACTOR'S QUALIFICATIONS:**

- 6.1 Contractors must be engaged in providing inmate telephone systems and services and shall have been actively engaged in this field for a minimum of five years.
- 6.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this contract.

7 **CONTRACT PERIOD:** The contract period shall be for two (2) years commencing on or about January 1, 2016 after approval and proper execution of the contract documents, with a renewal option for three (3) additional years in one-year increments, exercisable at the sole discretion of the County.

8 **ESTIMATED CONTRACT VALUE:** The current estimated contract value (revenue) is \$125,000.00 annually

10 **EXCLUSIVITY:**

- 10.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.
- 10.2 Should the Contractor be unable to fulfill the needs of the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.

11 **ESTIMATED QUANTITIES:** The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated.



12 **INSURANCE REQUIREMENTS:** The Contractor shall be required to provide the insurance as outlined in Attachment 8. All documentation of insurance shall be submitted prior to contract start date. In the event that the necessary insurance cannot be obtained, the County reserves the right to revoke the contract award and award to another firm.

13 **EVALUATION OF OFFERS:**

13.1 The County intends to award to the responsible Contractor whose proposal represents the best value to the County. Assignment of work shall be at the sole discretion of the County.

13.2 Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second, if deemed necessary, on oral discussions. The first phase will be evaluated based on the following criteria listed in order of importance.

13.2.1 **WORK PROPOSAL** – This document shall contain a full understanding of the County’s needs as demonstrated by the Contractor’s work proposal. This document shall be clearly titled “Work Proposal”. This document shall detail all steps necessary to complete the scope of work for the design, delivery and installation of a complete inmate telephone system, as well as Attachment 3 Defined Deliverables.

13.2.2 **WORK SCHEDULE** – Contractor’s schedule for furnishing, delivering, installing, and making operational the inmate telephone system. This document shall be titled “Work Schedule” and include both start and completion schedules from the date of contract award notification.

13.2.3 **WARRANTY INFORMATION** – Warranty information shall be provided in a document titled “Warranty Information”.

13.2.4 **EQUIPMENT PROPOSED** – This document shall contain a full understanding of the equipment proposed to be provided and the track record over the past two (2) years of this type of use.

13.2.5 **QUALIFICATIONS OF CONTRACTOR** – Qualifications and technical competence of the Contractor and staff in a document titled “Qualifications of Contractor”. Included shall be a statement describing the Contractor’s background information, history, resources, and track record of such projects.

13.2.6 **REFERENCES FOR SIMILAR PROJECTS** – References for projects of a similar size scope and complexity that the Contractor has completed within the last five (5) years shall be outlined in a document titled “References for Similar Projects”. This document shall help address the Contractor’s competence and expertise in projects of similar scope and size.

13.2.7 **EXCEPTIONS-** A statement on company letterhead providing a complete description of any exceptions to the terms, conditions, and specifications described herein as well as the standard Agreement (Attachment 1) and insurance requirements

13.2.8 **PRICE** - Proposed Commission will be evaluated on the aggressiveness of the commission offered by the Contractor as well as all call rate charges.

13.3 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals by making individual presentations to the evaluation committee.

The County may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County’s sole discretion.

13.4 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forth-rightness at the time of proposal submission.

- 13.5 Following the submittal of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.
- 14 **WORK SCHEDULE:** The Contractor(s) shall state as part of their proposal, a work start schedule and a work completion schedule from the date of contract award notification.
- 15 **PAYMENT:** Contractor shall pay required commissions to Frederick County within sixty (60) days of the end of the month in which call revenue was generated by the Telephones. All commissions shall be paid based on Gross Call Revenue.
- 15.1 Payments shall be submitted to Accounting, Frederick County Adult Detention Center, 7300 Marcie's Choice Lane, Frederick, MD 21704
- 15.2
- 15.2 All amounts and prices referred to herein pursuant to this contract shall be United States of America currency.
- 16 **ADDITIONS/DELETIONS:** The County, at its option, may add or delete (locations, additional housing units, as needed. All specifications and requirements of the Request for Proposal will apply to additional locations and housing, units, added during the contract term. The Contractor receiving an award closest to the new site and will be among those requested to provide a quotation. Selection will be based on pricing, equipment and labor availability, performance and other factors as may be determined to be in the best interest of Frederick County.

## DOCUMENT D – SUBMISSION REQUIREMENTS

### 1 INSTRUCTIONS:

- 1.1 All proposals are to be submitted on and in accordance with the requirements of this solicitation. Pricing shall be submitted on the Pricing Pages. Additional supplementary documentation, when requested, shall be submitted on the Contractor's letterhead.
- 1.2 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation, and the due date and time. **TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE SEALED ENVELOPES.**
- 1.3 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the office of DP&C no later than the time and date indicated in the solicitation and as evidenced by the DP&C time-stamp. Proposals received after the time and date indicated will not be accepted or considered.
- 1.4 If County administrative offices have been officially closed for any reason, the solicitation will be due the very next business day that County administrative offices are open. Any alternative changes to the due date will be posted on the website the morning after the closing event.
- 1.5 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various documents, unless specifically noted otherwise in an Exception.
- 1.6 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.7 If a discrepancy in or omission from the specifications is found, or if there is doubt as to their meaning, or the feeling that the specifications are discriminatory, the Contractor shall notify DP&C in writing not later than five days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. Notice of any changes, additions or deletions to the specifications by addenda posted: <http://frederickcountymd.gov/index.aspx?NID=1116>.
- 1.8 Additional information or clarification of any of the instructions or information contained herein may be obtained from DP&C. The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the DP&C. Proposals may not be withdrawn during this period.

### 2 SUBMISSION OF PROPOSAL DOCUMENTS:

- 2.1 Contractors are required to complete and return **one (1) original and three copies** of the following documents, as well as any additional information required as stated in the solicitation, with their proposals:
  - 2.1.1 Technical Proposal:
    - Attachment 2 (Technical Proposal Signature Cover Page)
    - Technical proposal consisting of the following items:
      - “Work Proposal” document.
      - “Work Schedule” document.
      - “Warranty Information” document.
      - “Equipment Proposed”
      - “Qualifications of Contractor” document.
      - “References for Similar Projects” document.
    - Attachment 3 (Mandatory Requirements, defined deliverables)
    - Attachment 4 (Acknowledgement of Addenda)
    - Attachment 5 (Contractor’s Reference Information and Acknowledgment)

- Attachment 6 (Affidavit)
- Attachment 7 (Certification of Compliance with Purchasing Regulation 1-2-36)
- Attachment 8 (Ability to provide insurance)
- Exceptions, if applicable

2.1.2 Price Proposal (in separately sealed envelope):

Attachment 9, Price Proposal Page, should contain the commission percentage of gross revenue and all call rate charges.

- 3 ELECTRONIC AND HARD COPIES:** Contractors shall submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate redacted version, redacted in accordance with the provision herein, be added to the electronic copy.

ATTACHMENT 1

**FREDERICK COUNTY, MARYLAND**  
**CONTRACT SERVICES AGREEMENT**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Frederick County, Maryland, a body corporate and politic of the State of Maryland, (herein "County") and, \_\_\_\_\_ (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the County entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal. The Scope of Service shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the County and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless County against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against County hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, Plan, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by County, except such losses or damages as may be caused by County's sole negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of *(input contract sum in words)* Dollars, (\$ *Insert contract sum in figures*) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, County shall pay Contractor for all expenses stated thereon which are approved by County pursuant to this Agreement no later than the last working day of the month.

## 3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## 4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(input key Contractor representative(s))

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Director of Purchasing of Frederick County. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by County to the Contract Officer. Unless otherwise specified herein, any approval of County required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the County required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4 Independent Contractor. Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

## 5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit "E", attached hereto and incorporated by reference.

All of the above policies of insurance required in Exhibit "B" shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 Indemnification. Contractor agrees to indemnify the County, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County, and in connection

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation ; and

(c) In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to County a performance bond in the sum of the amount of this Agreement, in the form provided by the County, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

## 6.0 REPORTS AND RECORDS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to County of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.



## 7.0 ENFORCEMENT OF AGREEMENT

7.1 Maryland Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Frederick County, State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the Chief Administrative Officer, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, or Finance. The decisions of the officer or official body selected by the Chief Administrative Officer to resolve this dispute are subject to review on the record by the Circuit Court of Frederick County.

A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the Chief Administrative Officer, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, or Finance. The decision of the officer or official body selected by the Chief Administrative Officer to resolve this dispute shall be final and binding on the parties to the dispute, and conclusive of the issue.

The only parties to any proceeding to determine a dispute shall be the Contractor and the County, unless the Contractor and the County otherwise agree to allow additional parties.

Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the County shall continue to make payments to the Contractor in accordance with the contract documents for items not subject to the dispute.

Nothing herein shall limit the County's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and (ii) all amounts for which County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect County as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take such legal action, in law or in equity, to recover damages for any material default in a party's failure to perform this Agreement, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief in the event of a party's failure to perform this Agreement, or to obtain any other remedy consistent with the purposes of this Section.

7.7 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the County the sum of (*input LD amount, if any*) \_\_\_\_\_ (\$\_\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The County may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure pursuant to Section 7.3.

7.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.

7.10 Termination for Non-appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

## 8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of County Officers and Employees. No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenants Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## 9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first-class mail, or sent by email as follows:

(a) in the case of the County, to:

With a copy to:

Director of Procurement & Contracting  
12 East Church Street  
Frederick, MD 21701

(b) in the case of the Contractor, to:

(input Name, title, address and contact info)

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

*Signatures on next page.*

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**SIGNATURE SECTION**

**COUNTY:**

ATTEST: **Frederick County, Maryland**  
A body corporate and politic of the State of Maryland

By: \_\_\_\_\_ By: \_\_\_\_\_  
Jan H. Gardner  
County Executive

**CONTRACTOR:**

Contractor Name: \_\_\_\_\_ Tel: \_\_\_\_\_  
Contractor Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contractor Address \_\_\_\_\_ Email: \_\_\_\_\_

Check one:  Individual  
 Partnership  
 Corporation

Name of Contractor Representative: \_\_\_\_\_

By: \_\_\_\_\_  
Signature, Authorized Representative  
(notarized)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
State of: \_\_\_\_\_ County of: \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Notary Signature: \_\_\_\_\_ Notary Seal: \_\_\_\_\_

**FOLLOWED BY:**

- Exhibit A "Services"
- Exhibit B "Special Requirements"
- Exhibit C "Schedule of Compensation"
- Exhibit D "Schedule of Performance"
- Exhibit E "Insurance"

ATTACHMENT 2

TECHNICAL PROPOSAL SIGNATURE COVER PAGE

1. **PROPOSALS SHALL BE SENT TO:** Frederick County Department of Procurement & Contracting  
12 East Church Street, 1<sup>st</sup> Floor  
Frederick, Maryland 21701
2. **COMPANY INFORMATION:** The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, the subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents:

LEGAL BUSINESS NAME\*: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NO. /SOCIAL SECURITY NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

City State Zip Code

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

REPRESENTATIVE'S NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRINTED NAME OF COMPANY SIGNATORY: \_\_\_\_\_

PAYMENT TERMS: \_\_\_\_\_

3. **TAX EXEMPTION:** Frederick County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to increase due to any taxes, or any other reason.
4. **ACKNOWLEDGMENT:** The Contractor shall include a signed acknowledgment that all terms and conditions of the offer may, at the County's option, be made applicable to any contract issued as a result of this solicitation. Proposals that do not include such acknowledgment may be rejected. Executing and returning this acknowledgment will satisfy this requirement:

The undersigned agrees that all terms and conditions of this solicitation and offer may, at the County's sole discretion, be made applicable to any contract as a result of this agreement.

SIGNATURE\*\*: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL ADDRESS OF PERSON SIGNING FORM: \_\_\_\_\_

\* The correct legal business name of the Contractor shall be used in all contracts. A trade name or nickname shall not be utilized in the submission of this proposal.  
\*\* Signature shall be made by authorized signatory, officer or partner. The signing of this Acknowledgment shall represent that the person signing is authorized to commit the Contractor into a legal, binding contract. The County reserves the right to require documentation to verify signatory status.

**ATTACHMENT 3**

**MANDATORY REQUIREMENTS DEFINED DELIVERABLES**

The proposed system must meet, exceed, but not be limited to the specifications listed below as the County is interested in the best system to meet the County needs.

Offerors are required to show, in the table below, if the system they are proposing is in compliance with the item listed or not. If additional space is required for a comment, please mark "see attached", number (e.g. Operating Environment -2) your comment on a separate piece of paper and include your proposal.

**YES OR NO MUST BE SHOWN FOR EACH ITEM FOR PROPOSAL TO BE CONSIDERED RESPONSIVE.**

REQUIREMENT DESCRIPTION	YES/NO	COMMENTS
<b>OPERATING ENVIRONMENT</b>		
1. Application operates on a Microsoft Windows NT Client		
2. Application runs off a client browser (web based)		
<b>System Specifications</b>		
1. Centralized CPU System		
2. Three (3) computer and laser printer (HP-2200) stations for Programming, monitoring and selecting features of the inmate telephone system unless need is shown		
3. None of the telephone equipment shall have any advertising posted on it		
4. Shall be equipped with a UPS to provide for uninterrupted Telephone services (there is no electric available in the Housing Units)		
5. Shall be capable of digital tape-less recording and monitoring		
6. Shall be capable of storing up to 5 years of calls for immediate Retrieval, playback, and downloading of selected recordings to mp3 format or equal		
7. Shall have "real time" capability to monitor live conversation as they are being recorded		
8. The proposed equipment shall be synchronized with the Call Processing Equipment to ensure that call recording time mimics call record time		
9. Inmates telephones shall not have exposed screws, bolts, metal or hard-substance fasteners or any other material which can be removed from the unit without special Security removal devices		
10. All equipment provided must be new and state of the Art or otherwise meets the approval of the Sheriff's office		
11. Should include multi-level security access to the system		
<b>Functional Capabilities</b>		
1. Allows collect or prepaid calls only		
2. Shall not allow incoming calls		
3. Shall "call-block" 911, 800, 900, 411, directory assistance, Local emergency numbers, Frederick County Jail numbers, Staff home numbers, etc. Also, all toll free numbers.		
4. Shall further be able to block any telephone numbers entered into the system		
5. Shall be capable of "call passing" that allows free calls to Certain telephone numbers		
6. All telephone numbers shall have printed instructions on them (in both English and Spanish Regarding how to obtain services in the requested language		
7. The system shall have multilingual (English and Spanish) capabilities to instruct and assist the inmate and the called party while placing the call		
8. Inmates shall <b>not</b> have access to telephone system operators		

REQUIREMENT DESCRIPTION	YES/NO	COMMENTS
9 Shall include an inmate crime tip line		
10 Shall be capable of using PIN numbers as a feature that can be turned on or off		
11 Shall be capable of using telephone number lists as a feature that can be turned on or off		
12 Shall include the ability to preset service automatically to turn on and off at designated times by individual telephone, groups of telephone or all telephones		
13 Shall include the ability to authorize specific telephone numbers during specific times and/or dates		
14 Shall allow for manual shut-off capabilities from designated Frederick County control rooms or work stations		
15 Shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility and inmate initiating the call: allow the option to block that call or caller, block all future calls from the Frederick Jail Inmate telephone system, and receive a rate quote. The system shall have to block that call or caller, block all future calls from the Frederick County Jail Inmate Telephone system, and receive a rate quote. The system shall have, At minimum, multilingual capabilities for English and Spanish, Multilingual capabilities for the system are highly desired		
16 Shall have the ability to limit the duration of calls with the additional Ability to give a 2 minute, 1 minute and 30 second warning that the time limit is up and that the call will be terminated		
17 Shall have the capability to prevent 3-way calling. Provide details explaining the method of prevention		
<b>Call Reporting Capabilities</b>		
1 Reporting capabilities shall be real time including calls-in-progress		
2 Reports shall allow for custom sorting and filtering		
3 Must retain five (5) years detail available online		
Commission Reporting Capabilities		
4 Must have a monthly report automatically produced to Show number of minutes used versus number of minutes billed By inmate phone		
5 Commission reports shall include, at minimum, date of report, time Period covered, total billed revenue by telephone		
6 Report is to be broken into standard categories; local, interlata, intrlata, interstate, and any other call types provided (please list any additional types)		
7 Reports are to be provided electronically in a Microsoft Excel Spreadsheet format		

**ATTACHMENT 4**

**ACKNOWLEDGEMENT OF ADDENDA**

The Contractor acknowledges receipt of the following addenda. Please date and initial.

<b>Addendum Number</b>	<b>Date</b>	<b>Initial</b>	<b>Addendum Number</b>	<b>Date</b>	<b>Initial</b>
1			5		
2			6		
3			7		
4			8		



**ATTACHMENT 5 – CONTRACTOR’S REFERENCE INFORMATION**

Name of Company: \_\_\_\_\_

The above Company has been in business at present location for \_\_\_\_\_ years.

**REFERENCES:** Provide the name, address, telephone number and email address of at least five entities for which the Contractor has provided Inmate Telephone Services during the past three years, governmental preferred.

1. 

Entity Name:		
Street Address:		
State:	Zip:	Phone:
Contact Name:		Email:
Contract Title:		Contract No.:
Description of Services:		

2. 

Entity Name:		
Street Address:		
State:	Zip:	Phone:
Contact Name:		Email:
Contract Title:		Contract No.:
Description of Services:		

3. 

Entity Name:		
Street Address:		
State:	Zip:	Phone:
Contact Name:		Email:
Contract Title:		Contract No.:
Description of Services:		

4. 

Entity Name:		
Street Address:		
State:	Zip:	Phone:
Contact Name:		Email:
Contract Title:		Contract No.:
Description of Services:		

5. 

Entity Name:		
Street Address:		
State:	Zip:	Phone:
Contact Name:		Email:
Contract Title:		Contract No.:
Description of Services:		

**ATTACHMENT 6 – AFFIDAVIT**

(Must be completed, signed, and submitted with the proposal.)

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Proposal No.: \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above name Contractor  
Print Signer's Name Print Office Held  
do declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ that I hold the aforementioned office in the above  
Month Year  
named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Frederick County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Frederick County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Frederick County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 712 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
EMAIL ADDRESS

**ATTACHMENT 7 – CERTIFICATION OF COMPLIANCE**

**With Frederick County Purchasing Regulation 1-2-36,  
Hiring of Illegal Aliens Prohibited for Performance of County Work**

I, \_\_\_\_\_, hereby certify or attest that:  
Name

1. I am the owner or authorized representative of \_\_\_\_\_;  
Name of Contractor
2. In compliance with Frederick County Purchasing Regulation 1-2-36, and as a contractual requirement of doing business with Frederick County Government, my firm and all of my firm's subcontractors shall only employ individuals legally authorized to work within the United States of America and within Frederick County, Maryland in the performance of work under this contract.;
3. Compliance with Frederick County Purchasing Regulation 1-2-36 is a material contractual obligation and that breach of this obligation could result in contract termination in addition to, and not in lieu of, any and all other remedies available to Frederick County Government and any and all other damages for which my firm might be liable; and
4. Nothing within Frederick County Purchasing Regulations requires Frederick County Government to elect to terminate a contract for default to the exclusion of any other remedy.

By my signature below, I swear or affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

PRINT NAME OF SIGNATORY: \_\_\_\_\_

PRINT TITLE OF SIGNATORY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**ATTACHMENT 8 – INSURANCE REQUIREMENTS**

The Contractor shall purchase and maintain, during the entire term of the contract, including any renewals thereof, the following policies of insurance acceptable to the County:

- 1 AUTO LIABILITY with minimum limits of \$1,000,000 Combined Single Limit, or \$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage
- 2 WORKERS' COMPENSATION with minimum statutory limits.  
*Out of state employers must show evidence of coverage in Maryland by listing Maryland as a covered state and not rely on "other states" coverage. A copy of the Declarations Page showing evidence of coverage must be provided.*

Employers Liability coverage with minimum limits of:

\$100,000 per Accident

\$100,000 per Employee

\$500,000 per Policy

- 3 GENERAL LIABILITY with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Prod/CO Aggregate
  - The General Liability policy must include Frederick County, Maryland as Additional Insured.
  - Additional Insured wording MUST be **accompanied by the corresponding endorsement**. Blanket endorsements are acceptable.
  - General Liability policy must cover Premises/Operations, Products/Completed Operations and Contractual Liability
- 4 PROFESSIONAL LIABILITY/ERRORS & OMISSIONS with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 Aggregate.
  - Professional Liability must indicate if it provides Occurrence or Claims Made coverage.
  - If Professional Liability policy is written on a Claims Made form, coverage must be maintained for a minimum of three years after completion of contract or "tail" coverage must be purchased.

**CERTIFICATE HOLDER** must be:

Frederick County, Maryland  
c/o Risk Management  
12 East Church Street  
Frederick, Maryland 21701

**PLEASE NOTE THE FOLLOWING:**

- a) If any primary policy's limits fall short of the requirements, certificate shall indicate excess policies that extend these limits.
- b) Any insurance written on a Claims Made form must indicate retro date.
- c) All policies requiring **Additional Insured** wording **MUST** be accompanied by the corresponding endorsements – blanket endorsements are acceptable.
- d) If policies have a Self-Insured Retention or deductible greater than \$25,000, the Contractor may be required to submit audited financial statements for review.
- e) All of the above insurance coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature. Any deductibles or self-insured retentions should be noted on the certificate.
- f) If applicable, the Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- g) The Contractor shall not commence work under the contract until evidence of all required coverage is approved by the Risk Specialist. Certificates must include an authorized signature and provide for 30 days notice of cancellation. Contractor shall not reduce or cancel or change any of the required coverages without thirty (30) days notice of such change to the County.
- h) The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
- i) The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.
- j) Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.
- k) Failure to comply with this requirement at any time during the initial term and subsequent renewals is cause for Termination for Default. A violation of this law is a Class A civil offense and, in addition to a fine, the County may suspend or debar the violator.
- l) In the event the Risk Specialist determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the County, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Specialist; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Specialist to the Director of Procurement & Contracting within ten (10) days of receipt of notice from the Risk Specialist.

**The undersigned agrees to provide all necessary insurance coverages, and the documentation of such, immediately upon notification of award, and further understands that failure to produce the necessary documentation may result in revocation of award and debarment:**

SIGNATURE: \_\_\_\_\_

PRINT NAME OF SIGNATORY: \_\_\_\_\_

PRINT TITLE OF SIGNATORY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**ATTACHMENT 9**

**PRICE PROPOSAL COVER PAGE**

(Must be submitted separately from the Technical portion of the proposal)

TITLE: Inmate Telephone System

1). Proposed Inmate Telephone System Percentage (%) of all Gross Call Revenue \_\_\_\_\_%

**THE PERSON COMPLETING THE PRICE PROPOSAL COVER PAGE**  
**MUST INITIAL ANY ALTERATIONS IN FIGURES IN INK**

COMPANY NAME: \_\_\_\_\_  
PRINT COMPANY NAME

REPRESENTATIVE'S NAME: \_\_\_\_\_  
PRINT REPRESENTATIVE'S NAME

REPRESENTATIVE'S TITLE: \_\_\_\_\_  
PRINT REPRESENTATIVE'S TITLE

TELEPHONE NUMBER: \_\_\_\_\_  
PRINT REPRESENTATIVE'S TELEPHONE NUMBER

EMAIL ADDRESS: \_\_\_\_\_  
PRINT REPRESENTATIVE'S EMAIL ADDRESS

## ATTACHMENT 10 – SECURITY PROCEDURES

- 1.1 BASIC
- A. The work under this contract will be performed on the premises of a Security Facility (hereafter “Facility”). The Facility shall provide and maintain the security to safeguard workers during the construction. Prior to the beginning of any work, the Contractors shall consult with the Superintendent of the Facility to be advised on the rules and regulations required for complete security of the Facility. Each Contractor shall instruct all subordinates and subcontractors of security requirements before they begin their portions of the work.
- B. The Facility may require additional security provisions to the ones listed in this section. These additional security provisions are to become part of this contract just as if they were listed herein.
- 1.2 EMPLOYEE IDENTIFICATION: The Contractor shall provide the County and the Facility with a complete list of all persons duly authorized to perform work on the project, and only those persons will be admitted into the Facility. All workers will be fingerprinted. The Facility will issue temporary identification cards to approved workers. Each worker may be required to sign an in and out sheet upon entering or leaving the Facility. When construction is complete or a worker is removed, the identification card shall be returned to the Facility.
- 1.3 SEARCHES: No contraband such as liquor, controlled substances, firearms, ammunition, knives, weapons of any kind, or similar items may be brought into the Facility. The County may require a worker who violates the prohibition on contraband to be removed from the site and not permitted to return. If this occurs, the County may find the Contractor to be in Breach of Contract. All workers and vehicles that enter the facility grounds are subject to search at any time.
- 1.4 BACKGROUND CHECK: All of Contractor’s workers shall be subject to a background check. The Frederick County Sheriff’s Office – Corrections Bureau will conduct a criminal history/warrant check on all persons applying for any construction position. The Corrections Bureau Background Investigator will verify the personal history submitted by each applicant for accuracy in accordance with Frederick County Sheriff’s Office Standards. The purpose of conducting a criminal history/warrant check is to ascertain the existence of any reported criminal history or open warrants in the N.C.I.C./M.I.L.E.S. and I-LEADS computer system as well as the Frederick City Police, Maryland State Police and Sheriff’s Office criminal records system.
- 1.5 REMOVAL OF WORKER: The Facility may, with cause, require the Contractor to remove any worker from the project.
- 1.6 VEHICLE USE: A designated area will be arranged for personal vehicles. All cars, trucks and other vehicles shall be locked at all times, including ignition, trunk and all doors. All contraband shall be removed. The speed limit within the Facility is 15 miles per hour and will be strictly enforced. Trucks shall be immediately loaded or unloaded by the Contractor and removed. Heavy-duty equipment left within the Facility at night shall be securely locked and every precaution taken to prevent it from being started.
- 1.7 CONTACT WITH INMATES: A worker shall at no time talk to, signal, whistle, or in any way attract the attention of any inmate and shall restrict his/her movements to the project area. Workers shall not come to the job under the influence of intoxicants or drugs. Nothing shall be taken from or given to an inmate. Inmates are not to help in any way. It will be the worker’s responsibility to notify their superior or a Facility official of all unusual happenings pertaining to the inmates.

1.8 SMOKING BAN: There is a total smoking ban in force at this facility. This ban includes all contractor personnel. Smoking is prohibited anywhere within the Facility. Smoking will result in smoking materials being confiscated. Repeat offenders will be removed.

1.9 CONTRACTOR TOOL CONTROL

- A. All tools or equipment on vehicles will have a prepared inventory list that will be left at a designated location to verify that all tools are accounted for when leaving.
- B. While in the Facility, tools will be locked in gang boxes and secured at all times when not in use. Workers must report to the security staff immediately if any tools or equipment are missing.

1.10 TOOLS

- A. With approval of the Facility, each Contractor may move on site a trailer for a temporary office or tool storage. All tools taken in shall be listed in a manifest with copies provided to the Facility. All tools will be accounted for at the close of each day. All changes to the tool inventory shall be updated on the Facility manifest. All broken tools shall be reported and all pieces accounted for. The tool shed provided by each Contractor shall be securely locked.
- B. All Class "A" tools shall be secured in locked gang boxes or secure construction trailers. Class "A" tools are considered a threat to facility security. The following is a representative list of tools classified as Class "A" by the Department of Correction:

- 1. Abrasive grinding wheels.
- 2. Axes and hatchets.
- 3. Crow bars.
- 4. Pinch bars (over 12" in length).
- 5. Bolt cutters, cables and chains.
- 6. Metal cutting chisels.
- 7. "C" clamps (8" and over).
- 8. Files and rasps.
- 9. Portable grinders.
- 10. Air and electric hammers.
- 11. Sledge hammers or other hammers over 4 pounds.
- 12. Portable block and tackle, come alongs, etc.
- 13. Ice picks.
- 14. Portable jacks.
- 15. Ladders (10' and over). All extension ladders.
- 16. Pipe and tube cutters.
- 17. Gear wheel pullers.
- 18. Ropes.
- 19. Metal cutting saw blades.
- 20. Shears and scissors (8" blades and over).
- 21. Tin snips (8" overall length and over).
- 22. Cutting torch heads.
- 23. Portable braces.
- 24. Wrenches (over 18" in length).
- 25. Security fastener tools.
- 26. All knives.
- 27. Hammers.
- 28. Screwdrivers.



- C. Any Class “A” tools found unsecured or unsupervised may be impounded and held in the Superintendent’s office until such time as the Job Site Superintendent meets with the Superintendent of the Facility or his designated staff to retrieve such items.
- 1.11 PRISON RAPE ELIMINATION ACT (PREA) TRAINING AND EDUCATION: The Contractor and all workers shall attend a PREA training and education class prior to construction. It shall be the Contractor’s responsibility to contact the Frederick County PREA Coordinator to schedule the training course.