



Ministry of National Security

Department of Corrections

Request for Quotations
For
Inmate Telephone System and Services

Request for Quotations No.: **DOC # 2021 – 01**

Issued: **Friday March 11, 2022**

Submission Deadline: **Friday April 08, 2022 04:00:00 PM AST**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Inmate Telephone System and Services**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

Background and Scope

Department of Corrections (DOC) presently operates 3 facilities with an average houses population of 125 inmates whose call volume varied based on the population.

The previous service allow for wall mounted phones and no TTY phones. Inmates have the ability to pay for telephone services through a commissary vendor.

General Description of Required Equipment and Services

The Inmate Telephone System (ITS) must include the ability for inmates to place calls to local and international numbers. An online web portal must allow person to place funds on an inmates account.

Purpose of the RFP and General Description of Contract

It is the intend of these specifications, terms and conditions to locate qualified vendors who are interested and capable of providing inmate telephone services including telephone equipment and services for inmates in custody at correctional facilities managed by the Department of Corrections.

The purpose of this request for proposal is to enter into a concession-type contract whereby the Vendor provides all inmate telephone equipment and all other equipment, software, and services without any cost to Department of Corrections. With the exception of any wiring or cabling installed by the Vendor within walls, floors, or ceilings of facility structures, all equipment, and software provided by the Vendor shall remain the property and responsibility of the Vendor.

Department of Corrections will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of Vendor owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The Vendor is required to retain total liability for the system. At no time will Department of Corrections be responsible or accept liability for any Vendor owned items.

The selected respondent shall provide the equipment and services to four (4) facilities at no cost to Department of Correction or Government. All cost of the services shall be the responsibility of the selected respondent including but not limited to equipment, installations, connectivity, maintenance, storage, hardware, software, security, training and any other implementation services needed to furnish the facilities with state of the art technology equipment and services to meet the specifications herein.

Department of Correction intends to award a three (3) year contract with two (2) year renewal options to the most responsible respondent who meets or exceeds the Department's

requirements. It is the intent of the Department of Correction to have this contract begin with a transition period of at least 30 days to the termination of the current contract. The transitional period is to allow the successful respondent to establish infrastructure and training required to operate the inmate telephone system services.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

Eugene Bassett, Computer Services Officer @ efbassett@gov.bm

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

Prior to the Submission Deadline noted in the RFQ Timetable below, respondents that download this file and intend to respond to this RFQ are required to register their interest with the RFQ Contact by emailing their company name and contact information to

Eugene Bassett, Computer Services Officer @ efbassett@gov.bm

Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notices>. Respondents should visit the Government Portal on a regular basis during the procurement process.

1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the Government’s intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of 3 years, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to 2 years.

Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

1.4 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	Friday March 11, 2022
Pre-Bid / Site Meeting	Tuesday March 15, 2022 09:30 AM
Deadline for Questions	Friday March 18, 2022
Deadline for Issuing Addenda	Wednesday March 23, 2022
Submission Deadline	Friday April 08, 2022 04:00:00 PM
Rectification Period	3 business days
Anticipated Execution of Agreement	Friday April 29, 2022

All times listed are in Atlantic Standard Time (AST). The RFQ timetable is tentative only, and may be changed by the Government at any time. For greater clarity, business days means all days that the Government is open for business.

1.4.2 Site Visit / Pre-Bid Meeting

A mandatory site meeting will be held on March 15, 2022 at the following times and locations
9:30 am at Westgate - 2 hour site visit
1:00 pm at Co-Ed facility - 1 hour site visit
2:15 pm at The Farm - 1 hour site visit

The initial meeting point at each location will be the first security check point at each location. Failure to be present at each site and sign-in will result in the disqualification of your proposal submission.

The site visits will be conducted during the regular business hours of 9:30 am to 3:15 pm in order to become familiar with conditions that may affect the proposed work.

All respondents or their official representative(s) attending the site meetings are responsible for their own cost and are required to attend each site, so they are fully acquainted with existing conditions and limitations.

The respondent or their official representative must pre-register their intention to attend the site visits presence with the RFQ Contact, Eugene Bassett, at least 24 hours prior to March 15, 2022. They must submit: company name, first and last name of person(s), contact number(s) and email addresses for those who will be attending the site visits

The respondents or their official representative must register their presence with the RFQ Contact, Eugene Bassett, at the start of the meeting and each site stating the name of the company they represent, their email address.

The purpose of the meeting will be to visually review the site conditions, clarify issues and to answer questions on any matter that may be raised.

Respondents are responsible to have a copy of the RFQ documents and for making their own notations during the site visits.

Any modification of the RFQ documents that may become necessary as a result of the site visits will be made through an addendum.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Electronic mail (E-Mail) submissions are accepted at correctionsrfp@gov.bm

If documents are larger than ten (10) MB, please send them within a zip file.

In the subject line of the email, please state the RFQ title. Please ensure to send a copy of your proposal in MS Word and/or Adobe PDF format.

Please ensure you send your electronic submission at least 30 minutes before the deadline to allow for possible electronic delivery delays.

Respondents are encouraged to verify their submission has been received by requesting a deliver receipt.

1.5.2 Quotations to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the respondent to deliver its quotation to the exact location (including floor, if applicable) indicated in the RFQ on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the Respondent or its delivery agents. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

1.5.3 Quotations to be Submitted in Prescribed Format

Respondents shall submit 3 original signed hard copies of their quotation or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail.

The original and all copies of the quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the respondent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the *Electronic Transactions Act 1999*. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Friday April 08, 2022 04:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well.

1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The Government is under no obligation to return withdrawn quotations. [End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Government will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, the Government will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Government will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Government will evaluate each qualified quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in each qualified quotation in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of the price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent selected by way of the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ,

including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

3.1.2 Quotations in English

All quotations must be written in the English language only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's quotation but not attached will not be considered to form part of its quotation.

3.1.4 References and Past Performance

In the evaluation process, the Government may include information provided by the respondent's referees and may also consider the respondent's past performance or conduct on previous contracts with the Government or other institutions.

3.1.5 Information in RFQ Only an Estimate

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information and empirical data contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews, travel or demonstrations.

3.1.7 Quotation to be Retained by the Government

The Government will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Government makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The Government may contract with others for

goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Equivalency

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The respondent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by respondents by email to the RFQ Contact shall be deemed to be received once the email has entered into the RFQ Contact's email inbox. No such communications are to be directed to anyone other than the RFQ Contact. The Government is under no obligation to provide additional information, and the Government shall not be responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The Government shall not be responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. All Addenda will be published online at <https://www.gov.bm/procurement-notice>. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Government determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Government may extend the Submission Deadline.

3.2.4 Verify, Clarify and Supplement

When evaluating quotations, the Government may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation. This information may include, without limitation, clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of the RFQ Particulars (Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the respondent's quotation. The Government may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the Agreement is executed by the Government and a respondent, the other respondents may be notified directly in writing of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with the Government's Complaints and Disputes procedures. The notice must provide detailed explanation of the respondent's concern with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to,

compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Government may disqualify a respondent for any conduct, situation or circumstances, determined by the Government, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Government may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents shall not in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political action or other activity whatsoever to influence or attempt to influence Parliament, the Government, or to influence or attempt to influence any legislative or regulatory action, in the selection or evaluation of any respondent.

3.4.7 Illegal or Unethical Conduct

The respondent represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the respondent has not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this quotation, the term "Government Official" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity for the Government, or any immediate family member of such persons. The respondent represents, warrants, and covenants that it has complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the respondent represents, warrants, and covenants that it has not and will not take

any action that would cause the Government or anyone acting on their behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

The respondent acknowledges and agrees that in the event that the Government believes, in good faith, that the respondent has breached this section, the Government shall have the right to immediately withdraw and terminate this opportunity and terminate any or all other agreements with the respondent.

3.4.8 Past Performance or Past Conduct

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.4.9 No Collusion

Respondents must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion (Appendix E).

3.5 Confidential Information

3.5.1 Confidential Information of the Government

All information provided by or obtained from the Government in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Government; and
- (d) must be returned by the respondent to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

- (a) A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal.

- (b) Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
- (c) The respondent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* (“PIPA”), related to any information in the respondent's custody, care or control.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

This RFQ is a request for quotes only and participation in this RFQ is not intended to create legal obligations between the Government and any of the respondents or their representatives. For greater certainty and without limitation:

- (a) Participation in this RFQ will not give rise to any preliminary contract or collateral contract;
- (b) No respondent shall have any claim for any compensation of any kind whatsoever (whether in a contract, tort, law, equity or otherwise), as a result of participating in this RFQ, and by submitting a quotation each respondent shall be deemed to have agreed that it has no claim against the Government;
- (c) The decision to award or not to award a contract to any respondent is at the discretion of the Government. The Government shall have no liability to any respondent with respect to the awarding of contract or the failure to award a contract to any respondent. Respondents acknowledge that the respondent that submits the quotation with the lowest price might not be awarded a contract.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Government and may result in an invitation by the Government to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Government to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Government may cancel or amend the RFQ process without liability at any time. Cancellation may occur, for example, if:

- where no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;

- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- where irregularities require cancellation in the interest of fairness.

The publication of a procurement notice does not commit the Government to implement the programme or project announced.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The terms and conditions found in the Form of Agreement (Appendix A) are intended to provide advance notice of some of the key contractual provisions of the Agreement, including indemnities, limitation of liabilities, service requirements, etc. that form the basis for commencing Agreement between the Government and the selected respondent.

See Annex A - Form of Agreement

APPENDIX B – SUBMISSION FORM

1. Respondent Information

<p>Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p><u>Declaration of Interest:</u> The respondent shall provide details of its ownership and/or managerial structure upon request from the Government. The respondent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of Goods or Services. Such statement shall be provided at least annually or if there is any change in the interest of the respondent.</p>	
Full Legal Name of Respondent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State, Parish:	
Country	
Postal Code:	
Phone Number with Area Code:	
Respondent's Social Insurance Number issued by the Government of Bermuda:	
Respondent's Payroll Tax Number issued by the Government of Bermuda:	
Respondent's Registration Number issued by the Bermuda Registrar of Companies (if incorporated):	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the respondent unless and until the Government and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, _____ to _____ (if applicable) issued by the Government, or if no addenda were issued by the Government write the word "None". The onus is on respondents to make any necessary amendments to their quotations based on the addenda. The respondent confirms it has read, received and complied with these addendums. Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

Any information collected or used by or on behalf of the Government under this solicitation document is subject to the Public Access to Information Act 2010 ("Act"). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

SAMPLE CERTIFICATE OF INCUMBENCY

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having it's registered office as set out below **DO HEREBY CERTIFY** that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the Bye-Laws of the Company.

Company Name:

Date:

Secretary/Director

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes, which should be itemized separately.
- (c) Pricing quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 5 points of the total score.

Pricing will be scored based the formula below. Each respondent will receive points of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula.

2.1 Inmate Calling Rate per Minute (include all cost of the services) and other financial costs: 5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive.

2.2 The respondent is in a stable financial position

Following financial checks, i.e. checking a bank reference, the following scores should be awarded.

5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, the Bermuda Health Council and the Tax Commissioner, the following scores should be awarded:

5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

In addition to any rights to verify, clarify and supplement,

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:

- (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the respondent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
- (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

3. Required Pricing Information

See Annex B - Calling Rates and Financial Cost Proposal

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

Security Check

Contractor Security Checks

- A. All Contractor's employees, agents, and subcontractors working at the correction facilities must pass and maintain, to the satisfaction of DOC, a security and background check performed by DOC ("Clearance").
- B. Any of the Contractor's employee who fails to pass, divulge information, or comply with the background process will be prohibited from entry into any DOC facilities on behalf of or to perform work for Contractor.
- C. If a clearance is refused for any of the Contractor's employees, the Contractor will be notified and the Contractor shall provide a replacement employee suitable to DOC.
- D. The Contractor must submit the documentation for all employees, agents and subcontractors 48 hours prior to required admittance to perform any work to allow adequate time for security and background checks to be performed

Operations

- A. The ITS must operate on its own network. At no time during the contract shall the Contractor run the ITS on the DOC or Government of Bermuda's network.
- B. The Contractor's equipment shall be properly maintained and serviced, throughout the life of the contract, phones, including computers, computer systems, hardware, and any other equipment associated with the ITS.
- C. The Contractor staff and any approved subcontractors shall work with IDT staff as required or directed by DOC.
- D. The Contractor shall obtain DOC's approval of all systems and applications before installation. DOC maintains the right to decline at its discretion any proposed systems, modifications and/or applications. Contractor is responsible for all costs of the ITS.
- E. A single point of contact with the Contractor, via telephone number and an e-mail address, must be provided and maintained by the Contractor for reporting all ITS problems.
- F. Contractor is required to retain total liability for the system. At no time will DOC be responsible or accept liability for any vendor owned items.
- G. Sub-contractors are also bound and accountable under the same obligations as those of the awarded contractor.
- H. DOC will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of vendor owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables.
- I. The vendor will be required to assume responsibility for all services obtained under any contracts resulting from this RFQ.
- J. Vendor must maintain the system software at the latest approved operational release level
- K. Contractor must comply with any mandatory licensing requirements.
- L. Vendor must agree to adjust the number of inmate telephones or to relocate existing telephones as needed at no cost to DOC.
- M. Should any on-site workstation used to access the administration functions of the ITS "crash" or otherwise become disabled the central system must continue to function normally, maintaining full control of inmate telephones according to preprogrammed settings.

- N. The Contractor must ensure the ITS is available 24/7 each day of the year excluding downtime for maintenance.

Installation

- A. Contractor shall provide a comprehensive ITS solution that must be reliability, stability, and ease to use.
- B. The Contractor is responsible for all costs associated with its system including costs associated with developing and maintaining the software and hardware.
- C. Payment for installing all physical plant requirements (power, security, data, cabling, physical space, HVAC, etc.) is the responsibility of the Contractor, unless otherwise specified in writing by Government or Department of Corrections.
- D. DOC shall retain ownership of any cabling, wiring, or conduit installed by the Contractor at termination of the contract, unless Government specifically requests that the Contractor remove any or all of the installed cable wiring or conduit, which shall be done at the Contractor's expense.
- E. Vendor must furnish and install all equipment, cable, miscellaneous hardware and materials in compliance with all applicable codes, and that all permits or licenses required for installation will be obtained without cost to DOC.
- F. Contractor shall adapt its system to use Personal Identification Numbers (PINS) for each inmate to access the system
- G. A web-based platform shall be provided by the Contractor to allow DOC personnel access to the system from any device.
- H. The Contractor shall not limit the number of logins assigned to DOC personnel.
- I. ITS levels of security should include a "Super User" with full admin rights, "Managers Access" with limited access to input specific data and account creation and "Intelligence Access" for the ability to listen to calls, exporting recordings and running reports.
- J. The Contractor is solely responsible for all moves, add-ons, changes to and new installs of the equipment, hardware and software that occur during the contract term.
- K. All modifications must be preapproved by DOC and once approval is given, the Contractor shall proceed with the modifications at their own cost.
- L. The vendor must provide transportation to and unloading of equipment at DOC's designated location.
- M. DOC will not be liable for any charges related to packaging, delivery, or storage of equipment or materials required for proper implementation of the required services.
- N. All packing crates, boxes, paper, packing materials, and all other such extraneous material shall be removed from the premises by the vendor at his/her expense after installation.
- O. Contractor to provide DOC with "as built" documentation and diagrams listing all system components, network layout, etc.
- P. The system shall include (4) on-site personal computer workstations for DOC Intel Division that provides the following:
- access to the system's centralized controls and databases
 - speakers for real time monitoring and replay of recorded conversations,
 - a CDRW drive for transfer of call data and call recordings to CDs
 - a compatible printer for call data reporting at each facility
- Q. The on-site administration workstations must exist only as a portal to the centralized control system, meaning that underlying system functionality and inmate telephone service must operate completely independent of any administration terminal.

Installation Schedule

- A. The Contractor shall plan, finance, and implement the implementation and testing of all required equipment and software relative to the new ITS, without impacting DOC's normal daily operation.
- B. The Contractor shall submit a detailed schedule to DOC and IDT for approval that includes plans and schedules for installation and operation of ITS. The schedule shall be prepared and implemented to minimize impact to facility operations.
- C. The ITS system shall become fully operational upon the successful completion of all system integration testing and acceptance by the DOC, including review and approval by the DOC Intelligence Unit Manager and IDT.
- D. System integration and acceptance test criteria shall include: telephones, web portal, redundancy, payment processing, call handling (blocking, etc.) account creation, administrative functions and backup and disaster recovery, inclusive of the following:
 - Telephones: All Telephones shall be tested and verified as operational and without deficiencies.
 - Administrative Functions: There shall be a test run of administrative functions including DOC passwords and access, the Payment Platform, reports and analytical and query tools.
 - Phone Numbers: A test to verify that the call list, including blocked, confidential, pre-programmed, and others as identified by DOC fully functional.
 - Backup and recovery – The Contractor must demonstrate the back routine and simulate a disaster recovery

Backup and Disaster Plans

- A. Contractor must have a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan.
- B. Contractor must have clear processes, policies, and procedures for continuation of the services consistent with all requirements in the RFP preceding and/or following a natural or human-induced disaster. These should be included in the proposal.
- C. Contractor must perform periodic roll-swap from production system to backup system at least once per year.

Payment Billing and Rate Plan

Payment Platform.

- A. Proposals must include a proposed Payment Platform that will interface with the ITS to allow persons to add funds to an inmates account
- B. The payment platform must be secure and encrypt all transactions
- C. The proposal should explain how funds in and out and available balances of the Payment Platform will be tracked by DOC on behalf of the inmate.
- D. The Contractor shall have a procedure for releasing any funds in an inmate's accounts to be paid to the inmates immediately upon receipt of notification that inmate is being released.
- E. Any funds remaining in an inmate's account shall be fully refunded to the inmate and shall not be transferable to an inmate remaining in custody.
- F. The proposal should explain how funds in and out and available balances of the Payment Platform will be tracked by DOC on behalf of the inmate.
- G. Contractor's Payment Platform must meet the following minimum criteria:

- Accept funds for inmates, including funds from family and friends, for placement in an inmates account established and operated by Contractor for use by an inmate and linked to the inmates ITS PIN
- Record who placed funds on the inmate's account capturing amount, date and name of payee.

Billing

- A. The Contractor is responsible for the all financial transactions associated to an inmate's account and calls in accordance with regulated recorded and approved tariff rates and the contract.
- B. Revising and updating billing and collection practices to comply with changes in law, including regulations, and with court orders and decisions is the responsibility of the Contractor
- C. All proposals must clearly provide the payment options for all calls.
- D. The Contractor shall not bill inmates for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).
- E. All payments and charges must be direct to the inmate's account without involvement of DOC.
- F. The Contractor must inform DOC of any rate changes at least 4 weeks prior to them coming into effect.
- G. The Contractor shall be responsible for any financial losses due to fraudulent billing and/or uncollectible call charge.

Calling Rates Plan and Financial Proposal

- A. The Contractor must provide a calling rate plan for all types of calls with their proposal by completing - Call Rate and Financial Cost Proposal

Phones Calls

Telephones must include, at minimum, all of the following features:

Calling.

- A. Permit one-way outgoing calls billed to the inmate's account.
- B. The proposed system must have the capability to record and save the inmate's name during the inmate's first call attempt, to be automatically retrieved by the system for subsequent calls.
- C. Provide an automated operator telephone system for all calls.
- D. If required, the automated operator shall be designed for use by the hearing impaired and in accordance with all applicable laws. Contractor shall provide fixed hearing impaired telephones based on the needs of each facility, as determined by DOC.
- E. Provide international call services to any destination.
- F. Provide call services to DOC approved numbers such as the Human Right Commission, Attorneys and the Ombudsman Office and other numbers as determined by DOC at no cost to DOC, the caller or the recipient of the call.
- G. The call set-up and acceptance process must be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer shall not starts until positive acceptance of the call is made by the receiver.

- H. The system shall support a programmable maximum allowed call time length (30 min in common areas) with time a 2 minute remaining warning message, heard by both parties, prior to the call termination.
- I. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates shall be required to hang up before dialing a new number.
- J. Inmates shall be required to hang up before dialing a new number.
- K. The ITS shall:
 - Mute the inmate's ability to speak to the call recipient until the call is accepted;
 - Not allow the inmate to hear the recipient until the call is accepted

Call Blocking

The ITS must:

- A. Block all three-way calling, conference calling, and call forwarding.
- B. Permit a called party to block all future calls from the respected inmate's PIN from any of DOC's facilities.
- C. Block calls to Restricted Numbers on a system-wide basis or a case-by-case basis, as directed by DOC.
- D. Restricted numbers will be verified by DOC and programmable by the DOC staff into the ITS.
- E. The Contractor is not permitted to delete, add or change any permitted or blocked number.
- F. The DOC is solely responsible for adding, deleting, blocking or restricting any outbound numbers on an inmates PIN account.
- G. DOC will have the ability to add notes/comments to blocked numbers.
- H. Adhere to the following:
 - Calls shall not be blocked due to a lack of local exchange carrier (L.E.C.) or competitive local exchange carrier (CLEC) billing agreements with Contractor.
 - The ITS shall not allow collect calls to be placed.

Call Security

The ITS must:

- A. Flag, archive, and generate alert reports for unauthorized call attempts, including attempts to Restricted Numbers.
- B. Provide the ability for authorized DOC staff to selectively monitor call activity in real time and to immediately terminate any call.
- C. Retrieve and generate inmate unauthorized call activity logs for call periods as specified by DOC
- D. Provide for all calls to be monitored, recorded, and archived, with the exception of calls made to Unmonitored Numbers.
- E. Phone numbers for the global list consisting of but not limited to: all attorneys, Ombudsman Office, Office of the Human Rights Commission are identified as Unmonitored Numbers.
- F. Phone numbers for all attorneys must be verified by DOC and shall be programmable by the DOC staff only
- G. The Contractor shall not delete, add or change any Unmonitored Number.
- H. The capability to record the content of all telephone conversations. The recorded call must be stored for retrieval for a period of at least seven (7) years after the call is placed, and

the system must have the capability to transfer the recorded calls to removable media for archiving, or review.

- I. DOC must have the ability to search and access stored calls and deliver the call at the request of a pursuant court order.
- J. Provide for automated turn on and shut off of Telephones at any time determined by DOC and for the immediate manual system shut off by DOC staff.
- K. The system shall support a daily programmable on/off service for an individual phone, a group of phones, or by destination number.
- L. The system shall allow multiple approved DOC staff and designees to simultaneous access the system without compromising security and prevention of unauthorized use and access to the system.
- M. The ITS must provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include, but not be limited to:
 - The prevention of incoming calls
 - Detection and rejection of outgoing calls to Restricted Numbers and otherwise unauthorized numbers and calls; and
 - Attempts to initiate 3-way calls and call forwarding.

Call Tracing

The ITS must have the ability to locate and provide information in a simple format that can search, at minimum, using the any or all of the following criteria:

Inmate P.I.N.

- Date and time
- Telephones individually or by groups
- Call type (to cell or landline)
- Facility and facility locations (housing units)
- Number called
- Calls to any blocked number
- Call status including incomplete and complete calls
- Geo-tracking & Locating called numbers

Call Monitoring

- A. The ITS must have call monitoring features which monitors every call made through the ITS except for unmonitored calls.
- B. The ITS must identify calls in order to store recorded calls in a manner that identifies them so to be easily located and searched.
- C. Call monitoring details within the recorded system shall continue to be accessible within the proposed leave behind solution (at the end of the contract).
- D. The ITS must allow for monitoring live inmate calls without any detectable deterioration of call quality or call interruptions.
- E. The ITS should allow for call monitoring without inmate or other party detection while recording, and include other call detail capabilities that can be used to aid investigations related to the detention facilities.
- F. The ITS shall allow DOC the ability to access in process calls for monitoring and allow the monitored call to immediately be disconnected, using a secure monitoring platform. This shall include the ability for remote monitoring and disconnection.

- G. The system shall have 100% digital call recording as a feature.

Call Restrictions

- A. The ITS shall exempt Unmonitored Calls from being monitoring.
- B. The ITS shall be capable of identifying specified telephone numbers as "do not monitor".
- C. The ITS shall include an alert system that will detect and notify DOC staff of any call made to a Restricted Number, calls made by restricted individuals or log-ins that were blocked for lack of authority.
- D. There shall be specific report capabilities for these calls.
- E. The ITS shall have the ability for DOC staff to suspend an inmates calling privileges for a specified period of time with an expiration date
- F. The specified time period for restriction should self-expire at the end of the specified/defined restriction and allow the inmate to place calls
- G. The ITS shall have a dropdown field to select why the restrictions were put in place.
- H. There must be a field to record additional information associated with the restriction.
- I. All inmate call restriction must become active across all facilities as soon as it is applied.

Call Announcement and Instructions

The system shall provide an initial greeting and instructions to the called party that state the following:

- A. That call is from the Department of Corrections, Inmate Facility and is subject to recording and/or monitoring.
- B. The identity of the name of the inmate placing the call.
- C. Provide the called party with the opportunity to accept or reject the call and to block future calls from the specific inmate placing the call using the phone keypad.
- D. Automated call instruction/announcements shall be in English, Portuguese and Spanish and announce that the call may be recorded or monitored with active consent from the called party.
- E. The system shall utilize positive call acceptance and active consent.
- F. Active consent may include pressing a keypad number, rather than just by continuing the conversation.
- G. If there is not active consent provided by the called party, the parties will be notified that the call will be disconnected.
- H. These instructions will not be provided for calls made to criminal defense attorneys that have been identified as Unmonitored Numbers.
- I. During initial greeting and instructions, there is no call connection with the inmate until there is acceptance from the called party.
- J. Contractor responses should explain the types of prompts available through the automated operator system.

Call Retention

- A. Call Recordings: ITS shall retain call recordings for seven years from the date the call was placed.
- B. Extended Retention: The Contractor and ITS shall retain call recordings and call data that is identified or requested by DOC or Court Order to be held beyond the standard retention period. Calls to be retained may be identified by batch or specific calls. These

call recordings and/or data shall be held for the time period identified in the retention request or court order.

- C. Contractor to describe their proposed retention policy.

Call Playback

- A. Multiple authorized operators must be able to simultaneously access the centralized recording database to retrieve calls for investigations without having to change or exchange recording media
- B. Contractor to explain how many authorized operators can perform different or similar task/functions at the same time. DOC's requirement is to have a minimum of 4.

Telephones

- A. All telephones, software, wiring, cabling, conduit, jacks, plates, and related hardware and software shall be provided by the Contractor at no cost to the DOC.
- B. All telephones shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments.
- C. The wall mounted Telephones shall be mounted to cement wall, block wall, stainless steel shrouded columns, or protected external enclosures and meet all the requirements for detention and correction grade phones.
- D. Telephones shall be suitable for indoor and outdoor installations, have a heavy chrome metal twelve-button keypad and a handset with an armored cord and cradle.
- E. Telephones shall be for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.
- F. Telephones shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for the detention and corrections environments to minimize vandalism and destruction of property.
- G. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and installed in such a manner that no safety hazard is present to the user.
- H. Telephones shall be configured with a braided steel receiver cord 18 - 24 inches in length, unless the DOC requests an alternate length.
- I. All telephones must be configured with the handset cord exiting from the bottom, in a central position.
- J. All Telephones must be water resistant and fireproof, and have key-locked mountings to the wall.
- K. All other equipment including outdoor installations must meet DOC safety and security standards.
- L. Telephones shall have touch-tone keypads.
- M. DOC may request installations of telephones for persons with disabilities.
- N. The ITS must include capabilities for protection from power surges and equipment capabilities for protection from power outages.
- O. The ITS must have the capability for DOC to turn a specific, groups of or all telephones on or off remotely. There shall also be a manual on/off switch in various locations within each facility.
- P. The ITS must have the capability for DOC to turn a specific, groups, individuals and/or all telephones on or off remotely via the web administration portal.
- Q. The Contractor shall complete full installation with all wiring and fastening of the Telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed.

- R. All equipment must be installed in compliance with established Bermuda Codes and Standards
- S. All telephones must be securely fastened to the wall with security hardware approved by the DOC. The DOC reserves the right to pre-approve mounting and installation.
- T. Telephones must be line powered such that, the Telephone does not require separate electrical power at the device.
- U. Telephones shall be specifically designed for use in a correctional environment and must be approved by DOC before installation. Contractor shall not use converted coin phones.
- V. Below is a list of phones required during the installation

Westgate

- (2) Phones in Intake (unrestricted calls to unrestricted numbers without a PIN)
- (1) Phone in Kitchen
- (96) Phones – one in each cell of Blocks E2 & E3
- (3) Phones in the general area of E1
- (3) Phones in Remand
- (8) Phones Maximum Security
- (4) Phone in Administration Segregation – one in each cell

Farm Facility

- (8) Phones

Co-Ed facility

- (3) Phones - Section C (Right Living House)
- (2) Phones - Section A (Imprisonment)
- (1) Phone – PRT
- (1) Phone – Section A (Remand)

Total Phones required at time of RFQ: 132 phones

Query and Analytics

Contractor shall include, at minimum, the following query and analytical tools within the system.

- A. Analytical and query features for linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.
- B. Voice biometric identification features that match the caller to the caller's P.I.N. number.
- C. Continuous voice biometrics to identify the inmate on the call and identify if the call is passed to another inmate.

- D. Contractor shall provide a software or other capabilities for DOC to continue to query, search and access recordings after termination of the contract.
- E. The DOC staff shall have the ability when using the ITS to query, print, download, and e-mail reports by any combination of, at minimum, the following: location, P.I.N., phone, number dialed, time/date, duration, call type, and call status.
- F. The ITS shall provide DOC the ability to reverse lookup of phone numbers called to provide information on called party including but not limited to the type of number called (e.g. landline or cell number), called parties telephone carrier, account holder name and address. This information shall be available by a simple search query.
- G. The ITS should allow for individual call retention or batch retention based on an identified search criteria.
- H. The ITS should also have the ability to suppress the audio of either party on the call ("filter out background interference") for portions of the recorded conversation to distinguish between the speaking parties.
- I. ITS should have ability to enhance audio of recordings
- J. The ITS should be capable of generating a variety of management reports and call detail reports.
- K. The ITS should be able to identify calls by time, location, specific telephone, inmate P.I.N., and/or number called.
- L. The ITS should be capable of searching calls using a "key word" search. The system shall provide automatic transcription for the identified calls so they can be easily searched by word.
- M. The ITS shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem
- N. ITS must identify frequently called numbers by a number of different inmates
- O. The ITS should have the ability to export recording to external media, i.e. CD, USB drive, etc.

Call Reports

The ITS must provide summary call reports. Each report shall contain, at minimum, the following breakdowns:

- A. Call type.
- B. Inmate name and PIN associated used to make the call.
- C. Number called.
- D. Duration of the call.
- E. Number of calls per facility.
- F. Total call volume numbers completed for all locations.
- G. Number of call minutes per location.
- H. Total minutes for completed calls per location.
- I. General Reports: DOC shall be able to run report queries collectively and for each facility, organized by housing unit.
- J. Unauthorized Inmate Call Activity Detected Report: Report shall be in summary format by facility, and shall contain any information available to support or assist in investigation of such activities.
- K. Each Call Detail Report must provide a summary of the total minutes for all calls in the report.
- L. Within the Call Detail Report, the PIN number must provide a direct link to edit PIN settings for a specific inmate without leaving the current reporting screen.

- M. Within the Call Detail Report, attempted three-way calls must be flagged for visual identification.
- N. The ITS shall have the ability to export query results in Excel, PDF and CVS formats.
- O. The system's reporting capability must have a built-in security threat correlating function. It must allow the definition and selection as search criteria one or more special lists of inmates (e.g. all inmates belonging to a particular gang) and one or more special lists of telephone numbers, such that all calls by inmates in a given list are automatically correlated with the specified list of numbers.
- P. In addition to call detail reports, the inmate telephone system must provide a variety of other administrative and investigative reports at the workstation.
- Q. Where appropriate, the user must be able to limit the search to call records that meet specified criteria
- R. Contractor to describe report capabilities of the proposed system and discuss the system's ability to provide the special types of reports listed below:
 - Call frequency reports by origination number, destination number, PIN, and trunk line ID.
 - Report of all numbers called by more than one inmate.
 - PIN report showing when and by whom the accounts were created and/or modified.
 - Hot PIN report that identifies PINs of special interest and their assigned Alert Groups.
 - Hot number report that shows all calls/attempts to numbers of special interest.
 - Call recording playback history report (showing when and who listened to a recording).
 - System activity and user log reports that include among others, a report of users who have downloaded and copied calls to CD or other portable medium.
- S. Contractor to describe common administrative tasks performed at the system workstation.

System Security

1. Access to the administration functions of the system must be password protected consisting of the following:

Passwords must be constructed according to set length and complexity requirements. As such, all passwords must meet the following minimum requirements:

- A. Must be at least eight characters in length
- B. Must contain characters from three of the following four categories:
 - at least one uppercase character (A through Z)
 - at least one lowercase character (a through z)
 - at least one digit (0 through 9)
 - at least one special characters (for example; !, \$, #, %)
- C. A system user who is properly authorized to perform different administrative tasks must be able do using two factor authentication.
- D. Users must be forced to change their password every three months.
- E. The system must allow properly authorized DOC administrators and investigators to remotely access the ITS user interface and centrally stored data using personal desktop or laptop computers that have not been provided by the vendor.

- F. Under no circumstances is the Contractor permitted to share, transfer or print any information within the ITS associated with an inmate, their calling history, called party, etc. without the expressed written permission from the DOC.
- G. Under no circumstances is the Contractor permitted to share or permit access to the ITS to any third party without the expressed written permission from the DOC.

Centralized Processing and Data Storage

- A. DOC will provide the Contractor with historical data from the old ITS for them to import into the new system.
- B. Data importing and data mapping of the historical data will be the responsibility of the Contractor.
- C. The system must provide secure, centralized storage of both call records and recordings.
- D. The facility must have independent control of the inmate telephones at that facility and have on-site access to the facility's call records and recordings through a workstation computer.
- E. Reporting capabilities must allow for the reporting of a single location or all locations within the network.
- F. Contractor to include a proposed systems and network diagram.

Audit Logging

- A. The system must have the ability to report user activity within the system.
- B. Such report shall list the user logged into the system at the time, the date, and activity.
- C. The system must allow authorized DOC staff options to generate audit reports for all users and for individual users and for all activities and specified activities.
- D. Describe the system's user auditing capabilities.

Maintenance and Repairs

- A. A single point of contact with the Contractor, via telephone number and an e-mail address, must be provided and maintained by the Contractor for reporting all ITS problems.
- B. The ITS should have the ability to allow DOC staff to submit a service request from within the system.
- C. The Contractor will be responsible for all maintenance and repairs to telephones, software, hardware, etc. required for the ITS.
- D. The maintenance/repair telephone number shall be answered by a live operator twenty-four (24) Hours per day, every day of the year.
- E. All equipment, including installed items shall remain the sole and exclusive property of the Contractor and Contractor's sole responsibility.
- F. The Contractor shall provide all necessary labor, parts, materials, technical personnel and transportation to maintain the ITS, including all telephones and related equipment, in good working order.
- G. The Contractor shall perform preventive maintenance including all maintenance for compliance with the equipment manufacturer's specifications throughout the term of the contract.
- H. The Contractor shall provide a tiered response to service events:
 - Priority 1, 30% or more of system functionality adversely affected, within 1 hours;
 - Priority 2, 5% - 29% of system functionality adversely affected, within 24 hours;
 - Priority 3, 5% or less of system functionality adversely affected, within 48 hours.

- A. DOC is not be responsible for any damage to equipment.
- B. Contractor shall develop procedures and schedules and conduct monthly Preventive Maintenance on ITS and all equipment.
- C. Contractor shall provide the schedule and procedures to the DOC intelligence Unit Manager.
- D. Contractor shall prepare Monthly Maintenance Reports that include:
 - The nature and scope of the Preventative Maintenance performed.
 - Identifying any unusual problems or indications of any security risks.
- A. The ITS shall be supported by a remote maintenance system and shall self-diagnose to create "trouble tickets" when any ITS problem is discovered.
- B. Contractor will provide and maintain a sufficient inventory of spare parts on island, readily available for repairs and maintenance of the ITS.
- C. All routine or scheduled maintenance that could affect access to telephones, ITS system, web portal, payment platform and/or billing generation shall be conducted during the off peak hours of 10:00 pm to 06:00 am.
- D. The contractor must provide maintenance reports in summary format by facility, and shall contain a brief problem, including area affected, description and corrective action taken to resolve the problem. The report shall also include the date and time of the outage, restoration and notification to the DOC.
- E. Telephone Inspection and Maintenance Log: This report shall be submitted to the DOC on a quarterly basis or as required by the DOC.
- F. Phone Line Failure: Contractor shall be responsible for determining whether any line access failure is the fault of the local exchange carrier (L.E.C.), the inter-exchange carrier (I.E.C.), or the Contractor's equipment.
- G. When the Contractor determines the responsible party for failure, the Contractor shall contact the responsible party for the failure and jointly resolve the failure at no cost to DOC and no intervention from the DOC.
- H. If the failure is determined to be the fault of the Contractor's equipment, hardware, software, or wiring, the Contractor shall correct the problem at no cost to DOC.
- I. Notification: Contractor shall notify DOC at least twenty-four (48) Hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.
- J. During extended outages, the Contractor is required to send DOC status updates in two (2) hour intervals till the full service is restored.
- K. Summary of System Outages and/or Maintenance Performed Report.
- L. Contractor to include a proposed maintenance policy in their response.

Data Ownership

- A. All records related to ITS shall be and will remain the property of the DOC.
- B. Prior to contract termination, the Contractor shall confirm that DOC has received and has access to the fully updated and accurate records, and confirm the records complies with the requirements of this contract, DOC record retention policy and minimum legal requirements. This is inclusive of inmates specific information held within the system.
- C. Contractor to supply a data dictionary and data mapping document for all tables and records used by the ITS.
- D. At the end of the contract, the Contractor will to export and deliver to DOC all data tables and records along with any amendments to the data dictionary and data mapping document used by the ITS. Exported data can be in CVS or Excel format.

Training

The Contractor shall provide training to DOC staff on the ITS features and usage.

- A. All trainings shall be at no cost to DOC
- B. Training Scope and Schedule. Contractor shall provide a detailed scope of training, including training schedule, length of training, multiple training times and number of personnel that can attend a training session.
- C. Contractor to supply four (4) copies of user guides for Westgate, and one (1) each for the remaining three facility as well as access to an electronic copy available online.
- D. Contractors shall ensure all training manuals are kept up-to-date.
- E. Provide advance training for the Super User and Security Intelligence Officers
- F. Minimum Trainings. Contractor shall provide, at minimum, the following trainings:
 - Initial. The first trainings must occur no later than 14 days prior to the "go-live" date.
 - Ample trainings must be provided to accommodate all Managers prior to the "go-live" date.
 - Annual. Annual training on the ITS, including any safety or security risk related to the use of ITS.
 - If requested by DOC, ample trainings must be provided to accommodate all work shifts.
 - Upgrades. Trainings prior to upgrades of the ITS or any of its components that will change the operational and administration procedures or new features shall be performed within 7 prior to the upgrade
 - Query and Analytical Tools: Trainings, to individuals identified by DOC, in the query and analytical tools and reports functions of the ITS. This training will be provide as requested by DOC.

Operational Review Meetings

- A. Upon the request of DOC, the Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings. These meetings will not replace routine communication pertaining to day to day issues and the resolution of ITS questions or issues.
- B. DOC and the Contractor's account manager will meet, on reasonable notice, to discuss Contractor's performance and progress under this Contract. If requested, Contractor's account manager and other personnel shall attend all meetings. The Contractor shall provide all information that is requested by the DOC for the purpose of monitoring progress under this Contract.
- C. The DOC or their duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files, and personnel necessary to audit and verify Contractor's performance to DOC hereunder. The Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of seven (7) years.
- D. The DOC's representative shall have the right to reproduce any of the previously mentioned documents.
- E. Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation.
- F. The Contractor must provide DOC with thirty (60) notice prior to any changes to their contractual obligation to DOC

B. MATERIAL DISCLOSURES

Payment Billing and Rate Plan

Respondents must be licenced to provide these services.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each quotation must include a Submission Form (Appendix B) completed and signed by an authorized representative of the respondent.

2. Pricing (Appendix C)

Each quotation must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Certificate of Confirmation of Non-Collusion (Appendix E)

Each quotation must include a Certificate of Confirmation of Non-Collusion Form (Appendix E) completed and signed by an authorized representative of the Respondent.

4. Company Certificate of Incorporation

A signed copy of the Certificate of Incorporation must be included for respondents that are companies/corporations

5. Other Mandatory Submission Requirements

Completed Requirements Traceability Matrix

Respondents must completed the Requirements Traceability Matrix indicating whether the requirement can or cannot met delivered. Name, date and signature is required.

See Annex C - ITS Requirements Traceability Matrix

Implementation Schedule

Respondents must provide a detailed method statement with the applicable timetable for all deliverables.

Local Benefits

Each Proposal must include the completed Local Benefit Form - Social, Economic, and Environmental

Each respondent should provide the following in its proposal

- a) Percentage of Bermudians employed by the bidder
- b) Number of Bermudians employed by the bidder

- c) Is the respondent a Specified Business?
- d) Will the respondent use a Specified Business(es) in their supply chain?
- e) Will the respondent use a Specified Business(es) as a subcontractor(s)?
- f) Does the respondent offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them?
- g) Does the respondent have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy?

See Annex D - Local Benefits Form

References and Project Portfolio

Each proposal must include a completed and signed copy of the Project Personnel Qualifications and References form.

See Annex E - References and Project Portfolio

Contractors Entrance Protocol

Respondents must complete the Contractors Entrance Protocol form as acknowledgement they will adhere to the entrance protocol

See Annex F - Contractors Entrance Protocol Form

Payment, Billing and Rate Plans

Respondents must provide description of the calling plans, listing any and all charges an inmate will be charged per call.

As well as describe the payment methods and platform for funds to be paid for and applied to an inmates account.

Must provided a completed and signed Calling Rate and Financial Cost Form.

D. MANDATORY TECHNICAL REQUIREMENTS

System Architecture Diagram

Supply a proposed system architecture diagram with redundancy

Retention Plan

Description of the proposed retention of the call recordings and logs

Backup Routine

A description of the proposed back cycles and offsite storage

Maintenance Schedule

A description of the proposed maintenance schedule for all hardware and software provided with the service

Data Restoration Policy and Procedure

A description of the data restoration policy and procedure

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

Prior to awarding a contract to the selected respondent, the contracting department will perform financial checks to confirm whether the respondent is delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda Registrar of Companies to confirm whether the respondent is a proper legal entity that is in good standing.

Proof of Insurance

1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Respondents who are shortlisted may be invited to present oral presentations for the purpose of introducing key members of the project team and allowing the Government to fully understand the prospective respondent's ability to meet the evaluation criteria and deliverables.

Oral presentations will not be scored separately. Instead, the Government may modify scores and resulting rankings based on the oral presentation of those prospective respondent.

#	Category	Weighting (%)	Threshold
1	Pricing	5	N/A
2	Implementation Schedule	20	N/A
3	Maintenance	25	N/A
4	Calling Plan and Payment Platform	20	N/A
5	Social, Economic and Environmental	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Implementation Schedule

The following questions will be considered when each proposal is evaluated:

Consideration of the following questions and requirements will be given to each respondent's work plan and approach (methodology).

- Does the proposal show an understanding of the project objective and results that are desired for the project?

The proposed work plan should be consistent with the technical approach and methodology, showing that the respondent has a clear understanding of the scope of work and ability to translate it into a feasible working plan. A list of the final documents, including technical reports, drawings, and tables to be delivered as final output, should be included in each proponent's response.

The **work plan and timetable** should be consistent with the work schedule.

- the main activities of the assignment, their content, and duration;
- phasing and interrelations of the main activities; and
- milestones including interim approvals by the Client and dates for the delivery of the documentation.
- Are the work hours presented reasonable for the effort required to execute each deliverable or phase?

Proposal Exceptions: Exceptions that a respondent may have to any of the requirements found in this RFQ must be fully explained and outlined in the respondent's submitted response in a separate section under the heading "Proposal Exceptions".

- Do the proposed cost and work hours compare favorably with the Government's estimate of the time and cost involved?

Assumptions: Each respondent should list any assumptions made in formulating their response in a separate section under the heading "Assumptions".

3. Maintenance

The evaluation of respondent; approach to operations will be based on an assessment of each respondent approach to the Operations Phase tasks listed in deliverables and past

performance of these tasks. Criteria for evaluation of this category will be divided into five (5) subcategories:

- Plan Operations
- Performance Standard Commitments
- Approach to Performance Management
- Approach to Quality Control
- Approach to Maintenance and Modification Responsibilities

The criteria will cover the approach to the day-to-day operation of the Plans and the respondent's commitment and past performance in meeting performance standards. Specific criteria will focus on the claims services functions, the audit control, and the respondent's approach to maintenance and modification on an ongoing basis. The proposed approach to organizing these functions and the proposed personnel qualifications and prior experience of the respondent will be considered.

4. Calling Plan and Payment Platform

Calling rates should be submitted with each proposal

Rates for include:

- i. per minute rate for local calls to landlines
- ii. per minute rate for local calls to cell phones
- iii. per minute rate for international call

Any fees charged by the payment platform must be specified.

5. Social, Economic and Environmental

The local benefit considerations will be given to each of the following factors when proposals are evaluated:

- Number of Bermudians employed by the respondent;
- If the respondent is a specified business?;
- Engagement of Bermudian employee (%) during the project;
- Use of specified businesses in the respondent's supply chain;
- Use of specified business as subcontractors (if applicable);
- Safety and health record of the respondent for the three immediately preceding years of reporting
- Environmental considerations and policy (each respondent to provide a copy)

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive quotation from suitably qualified persons or entities. In recognition of this principle, each person or entity that submits a quote will be required, by way of the signature of a duly authorized representative of the company, to confirm that the quotation has been submitted without any form of collusion.

All Respondents must complete and sign a Certificate of Confirmation of Non-Collusion. Any quotations submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the Respondent will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the Respondent and/or any party involved in the matter.

Any Respondent that submits false information in response to this Request for Quotations (RFQ), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

I/We certify that this is a bona fide quotation, intended to be competitive and that I/We have abided by the terms and conditions related to this quotation and that I/We have not fixed or adjusted the amount of the quotation or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any information, other than that contained within the RFQ pack, or supplementary information provided to all Respondents.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the RFQ Contact the amount or approximate amount of my/our proposed quote (other than in confidence in order to obtain quotations necessary for the preparation of the quote for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any quotation to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

By signing this document, I/we have read and agree to its terms and conditions.

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____