

COUNTY OF ESSEX, NEW JERSEY



**REQUEST FOR
COMPETITIVE CONTRACT PROPOSALS**

FOR

Competitive Contract #16-156

**Provide the Concession for Detention Inmate Tablet Services for
Essex County Correctional Facility**

SUBMISSION DEADLINE DATE AND TIME: August 26, 2016 at 11:00 AM

REQUESTING AGENCY: Correctional Facility

**CONTACT PERSON: Office of Purchasing/BP
Fax#: 973-621-5109**

If the box contains a
 vendor submit the executed form. If a
 vendor must read.

DOCUMENT CHECKLIST

Please initial each item below once executed

| | | Page | |
|-------------------------------------|---|---------------|--|
| <input type="checkbox"/> | General Information | 3 | |
| <input checked="" type="checkbox"/> | Vendor Certification - sign | 6 | |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit Form - sign and notarize | 7 | |
| <input checked="" type="checkbox"/> | Stockholder Disclosure Certification Form - sign and notarize | 8 | |
| <input checked="" type="checkbox"/> | Hold Harmless Agreement | 9 | |
| <input checked="" type="checkbox"/> | Statement of Certain Political Contributions complete, sign and seal | 10 | |
| <input checked="" type="checkbox"/> | Applicant's Qualifications and Representations – complete | 11-16 | |
| <input checked="" type="checkbox"/> | Insurance Requirements and Consent Of Insurance Coverage – sign and notarize | 17-18 | |
| <input checked="" type="checkbox"/> | Applicant/Proposer's Affidavit – complete and sign | 19 | |
| <input checked="" type="checkbox"/> | Disclosure Statement | 20 | |
| <input type="checkbox"/> | General Provisions | 21 | |
| <input type="checkbox"/> | Mandatory Equal Employment Opportunity Language Exhibit A - read | 28 | |
| <input checked="" type="checkbox"/> | Affirmative Action Language Acknowledgement Form - sign | 30 | |
| <input type="checkbox"/> | Americans with Disabilities Act of 1990 Language - sign | 32 | |
| <input checked="" type="checkbox"/> | Business Registration Certificate Form (as directed on page 33) | 33 | |
| <input checked="" type="checkbox"/> | Disclosure of Investment Activities in Iran | 35 | |
| <input checked="" type="checkbox"/> | Addenda Acknowledgement Form – sign | 36 | |
| <input checked="" type="checkbox"/> | Consent to Extension of Time for Proposal Consideration | 37 | |
| <input checked="" type="checkbox"/> | Authorization and Release– sign | 28 | |
| <input checked="" type="checkbox"/> | Specifications and Proposal Forms | 39 (+) | |

- means read the item(s)

Bidder Signature: _____

- means provide the required form(s)

PROPOSAL ACTIVITIES:

1. Timetable:

| | |
|--|-----------------------------|
| RFP Release: | August 2, 2016 |
| Proposer's Conference: | N/A |
| Submission Deadline for Receipt of Proposal: | August 26, 2016 by 11:00 am |

2. Proposers' Conference

If applicable, a Proposer's Conference will be held on (See above "Timetable"). All interested proposers are invited to attend; however, each proposer is requested to send no more than two representatives to the Conference. Specific questions concerning the RFP shall be submitted in writing to the Agency Contact person prior to the Conference so any misconceptions can be clarified at the Conference; however, answers may be deferred and provided subsequently.

3. Questions

Written questions are to be submitted in writing to the Office of Purchasing (via fax #973-621-5109) no later than eight (8) business days prior to the proposal submission deadline (due date). The specific page number and section each question refers to must be indicated. Answers to questions, as well as copies of questions, will be given to each Proposer who requests such in writing unless a question is of such a nature that it would disclose information proprietary to the asking Proposer. Only responses in writing by the Agency Contact person will be considered official.

4. Submissions of Proposals

To facilitate the evaluation process, proposer is to submit one (1) original and three (3) copies of the proposal and any supporting documentation. Additional copies may be requested at a later date for the selected proposal.

Proposals must be received by 11:00 a.m. on (See Submission Deadline Date and Time on cover). Proposer mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the deadline. Delivery is the sole responsibility of the proposer.

Proposals are to be delivered or sent to:

Hall of Records, Room 335
465 Dr. Martin Luther King Jr. Blvd.
Newark, New Jersey 07102

5. Restriction on Contact with County Employees

From the issue date of the RFP until a determination is made regarding the selection of a proposal, all contacts with county employees on this matter must be cleared by the Agency Contact person. Proposer shall not approach County personnel with respect to employment during this period.

6. Security of Proposals

The content of each proposal will be held in strictest confidence and no details of any proposal will be discussed with other proposer or anyone other than those employees or consultants of the County involved in the evaluation process.

7. Prime Contractor Responsibilities

In the event that a proposal includes the performance of work by another vendor or organization, it shall be mandatory for the prime contractor (i.e., the successful Proposer) to assume full responsibility for such tasks specified in the Proposal. The County will contract only with the successful Proposer. The County will consider the prime Contractor to be the sole contract with regard to all provisions of the proposal. Payment of all charges resulting from the negotiated contract shall be the Prime Contractor only.

8. Incurring Costs

The County of Essex is not liable for any cost incurred by Proposer in the preparation of proposals or for any work performed prior to the approval of an executed contract.

9. Notification of Selection

After the successful proposal has been selected, all Proposers will be notified of the results. The name of the successful Proposer will be disclosed. Upon selection, the successful Proposer will be invited to negotiate a contract with the County. The contents of the selected proposal, subject to possible updating due to negotiations, together with this RFP and any formal questions and answers disseminated during the proposal process will be incorporated with and made a part of the final contract as developed by the County. Should negotiations fail to result in a signed contract within two weeks, the County reserves the right to terminate negotiations and select the next most responsive Proposer.

10. Type of Contract Anticipated

The County expects to enter into a contract subject to the approval of the Board of Chosen Freeholders, whose general terms are specified in Appendix A. The conduct of the work described in this RFP is to be on either a “fixed fee” or “time and materials, not to exceed” basis.

11. Performance Period

The Performance Period is five (5) years from date of award by the Essex County Board of Chosen Freeholders.

12. Basis of Award

The award of a contract will be made to that proposer whose proposal is deemed to be most advantageous to the County, cost and other factors considered.

13. Open Public Records Act

Respondents should be aware that responses to this Competitive Contract request will be available, upon request, for public inspection. The County, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1) and New Jersey Right-to-Know statutory law and relevant case law.

VENDOR CERTIFICATION

I, _____, am duly authorized representative of

(Hereinafter referred to as "Vendor") which has submitted a proposal to provide the following services to the County of Essex (hereinafter referred to as "County")?

I have reviewed and I am aware of the representations made by the Vendor to the County in its proposal for said contract, dated _____.

I am also aware that the County will rely upon said representations in the award of said contract and I certify that said representations made by the vendor are true and accurate.

DATE: _____

SIGNATURE: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Bid for the bid

entitled _____ and that I executed the said Bid with
(title of bid)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the County of Essex relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____ of

_____, 2 _____

Signature

(Type or print name)

Notary Public

My Commission expires: _____

(seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 C.33)

Name of Business: _____

(BIDDER MUST CHECK ONE OF THE FOLLOWING)

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

NOTE: If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization (MUST CHECK ONE):

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit (501c3) | |

Bidder MUST Sign and notarize the form, and, if necessary, complete the stockholder list below.

Stockholders/Partners:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Bidder/Respondent Authorized Signature)

(Notary Public)

(Print name of authorized signatory)

My Commission expires:

(Corporate Seal)

(Notary Seal)

HOLD HARMLESS AGREEMENT

BETWEEN: The County of Essex
Hall of Records
465 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102

AND

Contractor's Name

Address – not a post office box

Telephone Number; Fax Number; & e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the County of Essex.
2. *The Contractor agrees to indemnify and hold harmless the County of Essex, the Essex County Board of Chosen Freeholders, and all of its respected elected officials, officers, agents and employees of and from and against any and all liability for damages for injury to person and property, including death, and from and against all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which they or any of them may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly contracted with or employed by the Contractor.*
3. The Contractor shall hold the County of Essex harmless for damages to the Contractor's equipment utilized during the term of this contract.

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

The Applicant/Proposer makes the following statements and representations as part of the Proposal:

1. Applicant/Proposer (firm name or individual): _____

2. Address: _____

3. Federal Employee Identification Number: _____

4. How long have you been in business? _____

5. How long at present address? _____

6. If incorporated, state date of incorporation and in what state incorporated in and designate whether you are a Not-For-Profit corporation or other classification. (If not a domestic corporation, attach a copy of the Certificate of Authority issued by the Secretary of State of New Jersey pursuant to the General Corporation Law).

7. List below names and addresses of all officers of the Corporation (attach additional sheet(s) if necessary):

Name

Address

Title

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

8. Are you a partnership? _____
If so, list names and addresses of all partners (attach additional sheet(s) if necessary):
9. If you are doing business under a trade name, give state and county in which certificate is filed.
10. Average number of employees: _____
11. Have you ever bid or submitted a proposal on County of Essex business under another name?
_____ If the answer is yes, list below the name or names:
12. Have you any outstanding bids or proposals for contracts with the County of Essex? _____ If the answer is yes, list them.

Subject

Requesting Agency

13. Have you any current contract awards from the County? _____. If the answer is Yes, please list them including the amount of the award.

Subject

Amount

Awarding Agency

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

17. That the Applicant/Proposer and each person signing on behalf of any Applicant/Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor,

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Applicant/Proposer and will not knowingly be disclosed by the Applicant/Proposer prior to opening, directly or indirectly, to any other Applicant/Proposer or to any competitor;

(c) No attempt has been made or will be made by the Applicant/Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

(d) That no freeholder or other officer or employee or person whose salary is payable in whole or in part from the County Treasury is directly or indirectly interested in the proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits thereof;

(e) That said Applicant/Proposer is not in arrears to the County of Essex upon any debt or contract, and is not a defaulter, as to surety or otherwise, upon any obligation to the County of Essex, and has not been declared not responsible, or disqualified, by an agency of the County of Essex or State of New Jersey. Nor is there any proceeding pending relating to the responsibility or qualification of the Applicant/Proposer to receive public contracts except:

(if none, Applicant/Proposer will insert "none").

18. That the Applicant/Proposer, if an individual, is of lawful age; that the Applicant/Proposer is the only one interested in this proposal; and that no person, firm or corporation other than that named has any interest in the proposal, or in the contract proposed to be taken.

19. That the Applicant/Proposer fully understands and submits its proposal with the specific knowledge that:

(a) All proposals must be approved by the County of Essex.

(b) In the event Applicant/Proposers proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing provisions provided by the County of Essex, and that the resultant contract must be approved as to form by the County Counsel of the County of Essex, and approved by the Board of Chosen Freeholders of the County of Essex (if in an amount of \$21,000.00 or more)

APPLICANT/PROPOSER'S 'QUALIFICATIONS AND REPRESENTATION

20. That the Applicant/Proposer certifies that it is duly licensed to do business in the State of New Jersey and will provide with the proposal all licenses necessary to perform their duties in the State of New Jersey and to obtain necessary insurance coverage as directed by the County of Essex.
21. That the Applicant/Proposer will not alter the personnel assignments shown in the proposal without written consent of the County.

STANDARD GOODS AND SERVICES AGREEMENT INSURANCE REQUIREMENTS



Provider of Goods and Services, please promptly give this to your broker
These requirements constitute the Contract Insurance requirements

Throughout the life of this Contract, the Provider of Goods and Services shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the New Jersey Department of Banking & Insurance to do business in the State of New Jersey and rated not less than "A- VIII" in Best Insurance Key Rating Guide, the following policies of insurance:

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. **Workers' Compensation and Employer's Liability:**
Provided in the State of New Jersey and elsewhere as may be required and shall include:
 - a) Workers' Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

| | |
|----------------------------|---------------------------|
| Bodily Injury by Accident: | \$1,000,000 Each Accident |
| Bodily Injury by Disease: | \$1,000,000 Each Employee |
| Bodily Injury by Disease: | \$1,000,000 Policy Limit |

2. **Commercial General Liability:**
Occurrence Form with the following limits:
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate \$2,000,000
Products/Completed Operations
 - (1) Each Occurrence \$1,000,000
 - (2) General Aggregate \$2,000,000
 - (3) Personal/Advertising Injury \$1,000,000

3. **Automobile Liability:**
When autos are used in conjunction with contracts/agreements with Essex County entities coverage must include All Owned, Hired and Non-Owned Vehicles.
 - a. Per Accident Combined Single Limit \$1,000,000

4. **Indemnification:**
Provider of Goods and Services shall indemnify and hold harmless, the County, and the County's respective members, elected officials, employees, agents and representatives from and against claims, damages, losses, demands, suits, actions, recoveries, judgments, and costs and expenses, arising out of or resulting from performance of work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property but only to the extent caused by the negligent acts or omissions of the Provider of Goods and Services, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, is caused in part by any Indemnified Parties.

5. **Deductibles/Self-Insured Retentions:**
Deductibles and Self-Insured Retentions must be declared. Provider of Goods and Services shall not have a Deductible or Self Insured Retention (SIR) on any policy greater than \$25,000. Higher values must be approved by the County Risk Manager.

6. **Additional Insureds:**

The following shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis;

The County of Essex, New Jersey, including all Departments, Boards, Committees, Commissions or Other Entities Established by Them or Operating Under Their Control and All Employees, Trustees, Commissioners, Committee Members, Aides, Advisory Board Members, Elected and Appointed Officials, Volunteers and Students While Acting Within the Scope of Their Duties On Behalf of The County of Essex, New Jersey.

7. **Additional Insurance Requirements:**

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except that after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the County. The Insurer shall provide the County with notification of any cancellation, non-renewal, major change, modification or reduction in coverage.
- b. Regardless of these contract minimum insurance requirements, the Provider of Goods and Service's and its insurer shall agree to commit the Provider of Goods and Service's full policy limits and these minimum requirements shall not restrict the Provider of Goods and Service's liability or coverage limit obligations.
- c. The Provider of Goods and Services shall furnish the County of Essex with the Insurance Certificates and applicable Endorsements for all required insurance, prior to the County's execution of the Agreement and start of work. Proper Address for Certificates, Endorsements and Notices shall be:

**County of Essex
Risk Management Department - Hall of Records/Room 510
465 Dr. Martin Luther King Blvd.
Newark, NJ 07102**

Provider of Goods and Services shall waive all rights of recovery against the County and all the additional insured's for loss or damage covered by any of the insurance maintained by the Provider of Goods and Services, where applicable by law.

PRINCIPAL:

Sworn to and subscribed
before me on this ____ day

of _____, 20____

(Bidder/Respondent's Company Name)

(Authorized Signature on Behalf of the Principal)

(Print Name)

INSURER:

(Insurer's Company Name)

(Authorized Signature on behalf of the Insurer)

NOTARY PUBLIC

APPLICANT/PROPOSER'S AFFIDAVIT

The following affidavit must be subscribed and sworn to before a Notary Public or Commissioner of Deeds. (If the applicant is an individual he must be the subscriber; if applicant is a partnership, one of the partners must be the subscriber; if applicant is a corporation, the affidavit must be subscribed by an officer of the corporation who must state what office he holds).

STATE OF NEW JERSEY

ss:

COUNTY OF _____

AFFIDAVIT

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Request for Proposal and understands that it is completely discretionary with the County officials whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Signature of Applicant

Print/Type Name

Title

Sworn to before me this _____ day of _____, 20____

Notary Public or Commissioner of Deeds

DISCLOSURE STATEMENT

The attention of prospective vendors is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every vendor must disclose below, being an Essex County officer or employee or whether an immediate family member is an Essex County officer or employee. If the vendor is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the vendor or a member of the vendor’s immediate family, or anyone having an interest in the vendor’s business organization including their immediate family members, an officer or employee of Essex County?

NO _____

YES _____

S\ _____

* President, Vice President or Signature of
Authorized Representative

Print Name

Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing the Office of County Counsel, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 535, Newark, NJ 07102. (Attach a copy of the correspondence to this form).

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

APPENDIX A
GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS
PROFESSIONAL AND TECHNICAL SERVICES

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "County" shall mean the County of Essex.
- B. "Controller" shall mean the Controller of the County of Essex.
- C. "Law" or "Laws" shall include, but not be limited to, the Essex County Administrative Code, and any County ordinance, rule or regulation having the force of law, laws and regulations of the State of New Jersey and of the United States.

2. REPRESENTATIONS AND WARRANTIES

2.1 Procurement of Agreement

- A. The Contractor represents and warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for the falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

2.2 Conflict of Interest

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it.

2.3 Fair Practices

The Contractor and each person signing on behalf of any contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. The prices in this contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this contract and in the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The fact that the Contractor (a) has published price lists, rate, or tariffs covering items being procured, (b) has informed prospective customers of proposal or pending publication of new or revised price lists for such Items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

3. **AUDIT BY THE COUNTY**

- 3.1 The Contractor covenants and agrees that it shall make its records available to the County Purchasing Director and Controller as they consider reasonably necessary to evaluate its charges and work.
- 3.2 The Contractor shall not be entitled to final payment under the Agreement until all requirements of the County for payment have been satisfactorily met.

4. **COVENANTS OF THE CONTRACTOR**

4.1 Employees

- A. None of the experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this contract are employees of the County. Nothing in this contract shall impose any liability or duty on the County for the acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation or organization engaged by the Contractor as expert consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security, or, except as specifically stated in this contract, to any person, firm, or corporation.

4.2 Independent Contractor Status

The Contractor represents that it is an independent contractor, and not an employee of the County, and that in accordance with such status as independent contractor the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

4.3 Confidentiality

- A. All information obtained, learned, developed or filed in connection with welfare recipients or their relatives, including data contained in official County files or records, shall be confidential and shall not be disclosed to unauthorized persons except on written consent of the County, or as authorized or required by law.
- B. All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Agreement are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without prior written approval of the County.

4.4 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect, all direct and indirect costs of any nature expended in the performance of this Agreement

4.5 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later.

4.6 Compliance with Law

Contractor shall render all services under this Agreement in accordance with the applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

4.7 Equal Employment Compliance

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor or subcontractor, where applicable; will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.

- B. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of the non-discrimination clause;
- C. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- D. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment;
- E. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

4.8 Federal Employment Practices

Contractor and its subcontractors shall comply with all federal civil rights legislation pertaining to employment, and rules and regulations there under.

4.9 Non-Discrimination Against the Handicapped

The Contractor agrees that it will comply with all legislation prohibiting employment discrimination against the handicapped and all regulations, guidelines and interpretations issued pursuant thereto.

4.10 Assignment

- A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations duties, in whole or in part, or of its rights to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract, unless the prior written consent of the County shall be obtained. Any such assignment, transfer, conveyances or other disposition without such consent shall be void.
- B. Failure of the Contractor to obtain any required consent to any assignment, shall be cause for termination, at the option of the County; and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, his assignees or transferees, and all monies that may become due under the contract shall be forfeited to the County except so much thereof as may be necessary to pay the Contractor's employees.
- C. The provisions of this clause shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the laws of the State of New Jersey.
- D. This Agreement may be assigned by the County to any corporation, agency or instrumentality having authority to accept such assignment

4.11 Subcontracting

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the County.

Two copies of each such proposed subcontract shall be submitted to the County with the Contractor's written request for approval. All such subcontractors shall contain provisions specifying:

- 1. that the work performed by the subcontractor must be in accordance with the terms of the Agreement between the County and the Contractor,

- 2. that nothing contained in such agreement shall impair the rights of the County,
 - 3. that nothing contained herein, or under the Agreement between the County and the Contractor, shall create any contractual relation between the subcontractor and the County, and
 - 4. that the subcontractor specifically agrees to be bound by this Agreement to the same extent as the Contractor would be in performing such subcontracted work.
- B. The Contractor agrees that it is fully responsible to the County for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it
 - C. The aforesaid approval is required in all cases other than individual employer-employee contracts.
 - D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract

4.12 Publicity

- A. This prior written approval of the County is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Agreement.
- B. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the County shall have a free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and to reproduce, publish or otherwise use and to authorize others to use the publication or parts thereof.

4.13 Participation in an International Boycott

- A. The Contractor agrees that neither the Contractor nor any substantially owned affiliate company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations of the United States Department of Commerce promulgated there under
- B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the contractor or a substantially owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations promulgated thereunder, the County may, at its option, cancel this contract

4.14 Anti-Trust

The Contractor hereby assigns and transfers to the County all right, title and interest in and to any claims and causes of action arising under the anti-trust laws of the State of New Jersey or of the United States relating to the particular goods or services purchased or procured by the County under this Agreement

4.15 Cooperation and Assistance

In the event that a claim is made or any action is brought against the County in any way relating to the performance of this Agreement, the Contractor shall, upon request, diligently render to the County any and all assistance which the County requires of the Contractor.

5. **TERMINATION**

5.1 Termination of Agreement

- A. The County shall have the right to terminate this Agreement, in whole or in part:
 - 1. For any reason with 30 days written notice by the Purchasing Agent.
 - 2. For any cause specified in any section of this Agreement.
 - 3. Upon the failure of the Contractor to comply with any of the terms and conditions of this agreement.
 - 4. Upon the Contractor's becoming insolvent
 - 5. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntary or involuntary.
- B. The County shall give the Contractor written notice of any termination of this Agreement specifying therein the applicable provisions of subsection A of this section and the effective date thereof which shall not be less than 10 days from the date the notice is received,
- C. The Contractor shall be entitled to apply to the County to have this Agreement terminated by the County by reason of any failure in the performance of this Agreement (including any failure by the Contractor to make progress in the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of Government in either its sovereign or proprietary capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or any other cause beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the County which agrees to exercise reasonable judgment therein. If such a determination is made and the Agreement terminated by the County pursuant to such application by the Contractor, such termination shall be deemed to be without cause.
- D. Upon termination of this Agreement, the Contractor shall comply with County close-out procedures, including but not limited to:
 - 1. Accounting for and refunding to the County within thirty (30) days any unexpended funds which have been paid to the Contractor pursuant to this agreement
 - 2. Not incurring or paying any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the County in accordance with the terms of this Agreement. In no event shall the word obligation, as used herein, be construed as including any lease agreement oral or written, entered into between the Contractor and its landlord.
 - 3. Turn over to the County or its designees all books, records, documents and material specifically relating to this Agreement.
 - 4. Submit, within ninety (90) days, a final statement and report relating to this Agreement. The report shall be made by a certified public accountant or a licensed public accountant.
- E. In the event the County shall terminate this Agreement in whole or in part as provided in paragraphs 1,2, 3, or 4 of subsection A of this section, the County may procure, upon such terms and in such manner deemed appropriate, services similar to those so terminated, and the Contractor shall continue the performance of this Agreement to the extent not terminated hereby.

- F. Notwithstanding any other provisions of this contract, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of Contractor's breach of the contract, and the County may withhold payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- G. The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.
- H. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Agreement

6. MISCELLANEOUS

6.1 Conflict of Laws

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New Jersey.

6.2 General Release

The acceptance by the Contractor or its assignees of the final payment under this contract, whether by voucher, judgment or any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the County from any and all claims of and liability to the Contractor arising out of performance of this contract

6.3 No Claim Against Officers, Agents or Employees

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the County for, or on account of, anything done or omitted in connection with this contract.

6.4 Waiver

Waiver by the County of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Agreement

6.5 Notice

The Contractor and the County hereby designate the business addresses hereinabove specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient services thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time, in writing, by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the services of notice or process in the institution of any legal action.

6.6 Errors and Omissions

No claim for relief on account of mistakes or omissions in the RFP will be entertained. Proposers submitting a RFP will be held to have accepted the terms and conditions of the RFP.

6.7 All Legal Provisions Deemed Included

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to have been inserted herein even if, through mistake or otherwise any such provision is not inserted or is not inserted in correct form.

6.8 Severability

If this contract contains any unlawful provision not an essential part of the contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed-stricken from the contract without affecting the binding force of the remainder.

- 6.9 Political Activity
There shall be no partisan activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.
- 6.10 Modification
This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.
- 6.11 Paragraph Headings
Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this contract and in no way affect this contract
- 6.12 Payment for Work
Payment to the Contractor shall be in accordance with the County's standard policies and procedures and shall be subject to the filing, by Contractor, of duly approved County voucher forms.
- 6.13 Attorney's Fees
In the event legal services are utilized as a result of a dispute between the parties under this Agreement, the prevailing party shall be entitled to a reasonable attorneys' fee. Such an award of attorneys' fees to the County, if represented by governmental employees, shall be determined by the reasonable value of the attorneys' services rendered by such employees.
- 6.14 Breaches and Non-Compliance
In addition to any other remedy provided herein or in law, in the event of any breaches or non-compliance in performance by the Contractor under this Agreement, the county shall have the right to have any such breach or noncompliance corrected and cured by the Contractor.
- 6.15 Indemnification
The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Essex and its employees from and against any and all liability claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract.
- 6.16 Stockholder Disclosure - Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Non-Profit (501c) Organizations are exempt, but must provide IRS proof of Non-Profit status

EXHIBIT A
(revised 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract~compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Sample of Certificate



The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**PLACE HERE
A COPY OF THE
CERTIFICATE OF
EMPLOYEE INFORMATION
REPORT**



AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Essex, (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121.01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

S/ _____

President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

PROOF OF BUSINESS REGISTRATION (Revised)

Pursuant to PL 2004, Chapter 57, each bidder (contractor) is required to be registered at or before time of bid award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC), which must be submitted by or before award of bid. A BRC is obtained from the New Jersey Division of Revenue.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. The NJ State website address for getting registered is as follows: <http://www.state.nj.us/treasury/revenue/gettingregistered.htm> or contact the state by phone at (609) 292-1730.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

PLEASE NOTE: NON-PROFIT ORGANIZATIONS ARE EXEMPT-HOWEVER, NON-PROFIT ORGANIZATIONS MUST PROVIDE A COPY OF THEIR 501C STATUS OR EQUIVALENT



| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | |
|--|---------------------------------------|
| Taxpayer Name: | TAX REG TEST ACCOUNT |
| Trade Name: | |
| Address: | 847 ROEBLING AVE TRENTON, NJ 08611 |
| Certificate Number: | 1095907 |
| Date of Issuance: | October 14, 2004 |
| For Office Use Only: | |
| 20041014112823533 | |

**AS A PROFESSIONAL
COURTESY,
PLEASE PLACE HERE
A PHOTOCOPY OF
YOUR NJ BRC**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bid Number: _____ **Bidder Name:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew: (Please check all statements that are true)

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____

Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date: _____

Bidder Contact Name _____

Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Essex County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Essex County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

COUNTY OF ESSEX

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u> (initial) |
|------------------------|--------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

No addenda were received or included with the bid package:

Acknowledged for: _____
(Name of Bidder/company)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

NOTE: Includes any Addenda whether distributed or attached to the bid/RFP package.

Consent to Extension of Time for Proposal Consideration

The County of Essex shall make every effort to award this contract within 60 days as required by N.J.S.A. 40A: 11-4, however, in the event that this is not possible, vendors are requested but are under no obligation to consent to have their proposals held for consideration for an additional 120 days.

Please indicate your intention below:

This Proposal shall remain open and valid for consideration for a period not to exceed 180 days from submission.

YES

NO

Your choice will in no way effect consideration of the merits of your proposal. However, due to uncertainties for the receipt of funds from various sources and the review and approval process itself, award of contracts may not be awarded in the 60-day period. In that event, only proposals that have been extended will be considered. The County reserves the right to request additional extensions.

Signature: _____

Date: _____

Provide a Concession for the Detention Inmate Tablet Service

VENDOR WILL ABSORB ALL INSTALLATION COSTS ASSOCIATED WITH TABLETS FUNCTIONING IN THE FACILITY (36 HOUSING AREAS MUST BE EQUIPPED)

MUST PROVIDE AT LEAST 1 TABLET FOR EVERY 6 INMATES IN THE FACILITY WITH NO COST TO COUNTY.

MUST PROVIDE PORTABLE CHARGING STATIONS SO TABLETS MAY BE CHARGED IN EACH HOUSING AREA. ALL COSTS THAT MAY OCCUR IN SECURING\WIRING FOR THOSE CHARGING STATIONS SHALL BE ABSORBED BY THE VENDOR

MAINTENANCE, REPAIRS AND REPLACEMENTS SHALL BE THE RESPONSIBILITY OF THE VENDOR. UNITS WILL BE REPLACED WITH IN TWO WEEKS WHEN BROKEN, UNLESS IT IS DEEMED TO BE ABUSED BY INMATES/STAFF.

ALL CONTENT MUST BE APPROVED BY THE ADMINISTRATION/COMMAND STAFF OF THE ECDOC BEFORE PLACED ON TABLETS, OR IS ABLE TO BE ACCESSED BY USERS THIS INCLUDES MUSIC, GAMES, VIDEO, BOOKS, ETC.

THE TABLETS WILL PROVIDE AT NO COST TO THE INMATE OR ECDOC LAW LIBRARY ACCESS VIA WESTLAW OR LEXIS NEXIS. FACILITY WILL BE RESPONSIBLE FOR LICENSING.

THE TABLETS WILL PROVIDE AT NO COST TO INMATE OR ECDOC AN "INMATE REQUEST" FORMS DRIVE TO INCLUDE GRIEVANCES, PREA COMPLAINTS, INMATE HANDBOOKS, CRIME TIPS, OPERATION SCHEDULES, HOUSING RULES, DISCIPLINARY VIOLATIONS, GED, CONTINUING EDUCATION TRAINING MANUALS/VIDEOS AND OTHER ITEMS ASSOCIATED WITH OPERATING A CORRECTIONAL FACILITY. THESE ITEMS MUST BE SET UP SO THEY MAY BE UPDATED AS NEEDED BY THE FACILITY THE USER SHALL BE ABLE TO SEND THE FORM TO THE FACILITY (PREDETERMINED) SUPERVISOR MONITORING THAT PARTICULAR FORM (PREA, GRIEVANCES, ETC.)

INMATES MUST HAVE THE ABILITY TO HAVE FUNDS DEDUCTED FROM THEIR TRUST FUND. THEREFORE, TABLETS SHOULD BE ABLE TO INTEGRATE WITH THE FACILITY COMMISSARY VENDOR (CURRENTLY KEEFE COMMISSARY).

TABLETS SHALL NOT ALLOW THE INMATES "UNSECURED INTERNET ACCESS"

FACILITY WILL ALLOW (AND RECOMMENDS) A SITE SURVEY, WHICH CAN BE SCHEDULED FOR UP TO 1 WEEK PRIOR TO FINAL SUBMISSION DATE.

The Essex County Department of Corrections (ECDOC) is currently accepting proposals from qualified providers to develop, design, launch and maintain, in conjunction with the Essex County Department of Corrections Information Technology Systems (IT), a comprehensive inmate tablet service program at the Essex County Correctional Facility (ECCF).

Acceptance of Request for Proposal issued by the Buyer, as indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith.

This solicitation does not commit the County of Essex, its Departments or Agents to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles or goods or services. **The County of Essex reserves the right to accept or reject any or all proposals received as a result of this request. The County of Essex is not bound to accept high or low bid and may cancel in part or in its entirety this proposal if deemed, by the County of Essex, in the best interest of the County and the Department of Corrections to do so.** Essex County will review each proposal. Selection will be made of the qualified vendor from the proposal that is judged to be in the best interest of Essex County. Some of the factors that will be used to determine the best proposal are length of time required for system installation, ability to integrate with current systems, warranty, performance specifications, level of technical support offered, and types of inmate accessible applications offered.

Introduction: The purpose of the Request for Proposal (RFP) is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate most likely to help the ECDOC and ECCF reach the goals and ideals set forth within this document.

The ECCF is a 2434-bed correctional facility opened in 2004. It is the largest correctional facility in the State of New Jersey. Inmates housed in the facility are mostly pre-trial males. Sentenced males, pre-trial and sentenced females, state inmates, prisoners of the United States Marshal's Service (USMS) and detainees of United States Immigration and Customs Enforcement (ICE) make up the rest of the inmate population. The majority of housing cells are designed for double occupancy. With limited exception, each housing area, or "pod," consists of thirty-two (32) cells with common access to a larger dayroom area. The exceptions being seven (7) dormitory type housing areas with 48 or 60 detainees per dormitory, two (2) housing units with sixty-four (64) double occupancy cells, and several linear style housing areas varying between eight (8) and sixteen (16) cells that vary between single and double occupancy. The rules and procedures for the facility are all based on, and within the bounds of, local, state and federal laws.

1.1 Term. The required services are to commence no later than a date to be agreed upon by and between the County of Essex (the "County") and the company, or company designated to coordinate the effort of multiple companies selected to provide said services (the "Vendor") and, unless terminated sooner for cause, shall continue in force for an initial term of five (5) years, after which the Vendor will be required to re-bid for the contract.

1.2 Inquiries. Inquiries related to the RFP should be directed via fax to the Office of Purchasing at 973-621-5109.

1.3 Opening Date. Sealed, written, competitive proposals will be received until 11:00 AM local time on in the Hall of Records, Room 335, The Office of Purchasing. PROPOSAL SHALL BE IN A SEALED ENVELOPE CLEARLY MARKED ON THE OUTSIDE “SEALED BID – DETENTION INMATE TABLET SERVICE – ESSEX COUNTY CORRECTIONAL FACILITY” AND MUST BE RECEIVED BY THE TIME AND DATE MENTIONED ABOVE. All proposals must be signed by an authorized officer of the Vendor and must be held firm for acceptance for a minimum period of 90 days after the opening date.

1.4 Proposal Format. Each Company should submit a base proposal in the specified manner to the best of its ability, but may also propose other financial options to the County either as additions or alternates to the base proposal. Such additional offers should be clearly identified on a separate sheet. The County prefers that the Vendor’s response to this RFP be submitted in the same Item (paragraph) sequence as proposal – using the same Item (paragraph) Numbers for reference. Vendor(s) must submit (1) original and three (3) copies of their proposals for their proposals to be considered.

1.5 Proposal Materials Conservation. Proposals shall be submitted on 8 ½ x 11 inch paper, which shall be attached to this form. The proposal should follow the format laid out under **section 1.4**

1.6 Award. The County of Essex reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be made to the Vendor whose proposal conforms to the RFP and, in the sole judgment of the County, will be most advantageous to Essex County and/or the Essex County Correctional Facility.

1.7 Contract. The contents of the RFP will be incorporated into the final Contract documents. Due to the anticipated complexities of this contract relationship, the County reserves the right to negotiate final terms and conditions with each Vendor submitting proposals.

1.8 Cost for Proposal Preparation. The County will not reimburse Vendor(s) costs incurred in the preparation and submission of proposals. All proposals shall become the property of the County upon submission.

1.9 Further Information. Companies are cautioned that the County is not obligated to ask for or accept after the opening date, data that is essential for a complete and thorough evaluation of the proposal. The County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Vendor with specification, instructions and all conditions of the Request for Proposal shall be construed in the light most unfavorable to the County.

2.1 Terms and Conditions

2.1.1 Proprietary Information. After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly so marked by the Vendor prior to submission of the RFP; however, net cost information may not be confidential.

2.1.2 Indemnification. The Vendor shall indemnify and hold harmless the County of Essex, its officers and employees from all claims, suits, actions, damages and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract.

2.1.3 Examination of Records. The Vendor agrees that the County of Essex or any of its duly authorized representatives shall at any time during the term of this Contract have access to, and the right to audit and examine, any pertinent records of the Vendor related to this Contract. The Vendor shall keep such records for a period of not less than five (5) years from the date the records are made, unless the County authorizes their earlier disposition. The Vendor agrees to refund the County any underpayments or overcharges disclosed by any such audit, or to take other corrective action as may be required.

2.1.4 Permits and Licenses. It is the responsibility of the Vendor to meet and obey all applicable federal and state licensing and certification requirements. This will be done at the Vendor's expense, with no expense to the County. All applicable federal, state, and local laws, rules, and regulations concerning government service contracts and any additional federal, state, and local requirements pertaining to the scope of said project will apply to the contract throughout and be deemed incorporated into the contract.

2.1.5 Taxes. The Vendor will be responsible for collection and payment of all required taxes (local, state, federal) relating to its operation.

2.1.6 Employment Policies. Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law. The County is committed to Equal Opportunity. The Vendor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.

2.1.7 Installation Requirements. Proposer shall be responsible for all costs associated with purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operations. The County of Essex shall have no responsibility for any costs associated with the provision of services.

2.1.8 Service and Support Requirements. Successful Contractor or contractors shall be responsible for maintenance and technical support on a twenty-four (24) hour, seven (7) day per week basis for the services provided. Please provide a description of each vendor's services proposed to include the service and maintenance agreement.

2.2 Office Contract Administrator. The contract administrator and liaison person for all matters concerning this contract is Deputy Director David Boyd. He can be reached at dboyd@eccorrections.org.

2.3 Official Company's Representative. The name, mailing address, telephone number, email address and Vendor website of the Vendor's authorized agent with authority to bind the firm with respect to questions concerning the Vendor's proposal must be clearly stated in the proposal. An authorized officer of the Vendor must sign the proposal and/or letter, which transmits the proposal to the County.

2.4 References. The Vendor and any of its chosen sub-contractors or partners providing products and/or services relative to this proposal must provide supporting documentation of experience and qualifications as a provider of inmate/prisoner tablet services, with the necessary proficiency to create or modify software applications for such systems. The proposer shall also present documentation of successful previous installations at other detention facilities along with contact information for those facilities as it relates to the technical and operational concepts outlined in the requirements section herein. Additionally, the proposer shall provide at least three (3) references from which verification of these qualifications can be obtained.

2.5 Subcontractors. If any part of the work is or will be subcontracted, the Vendor shall provide as part of the proposal a complete description of the sub-contractual organization, the experience level of each of the parties, and the subcontracting arrangements made between the parties. All subcontracted work will be bound by the same terms as contained in the Contract. The Vendor shall be held responsible for all work performed as if the Vendor performed it.

2.6 Project Information. The Essex County Correctional Facility is requesting sealed proposals for Inmate Tablet Services with applications and software capable of allowing inmates to access facility generated forms and notices, place orders for commissary purchases, access media content pre-approved by the facility, and view free religious/legal material, and which comes with technical support capable of maintaining compatibility with current and future software and systems used by the facility and its commissary vendor. Minimum requirements and requests for the aspects of service are contained in **section 2.8.**

2.7 Minimum Requirements. Indicate if your Company is able to comply with the following:

2.7.1 Number of Tablets. No fewer than two hundred (**250**) tablets for the facility, **200** will be placed in the 35 inmate housing areas within the facility, and the remaining 50 held in reserve to be used as needed.

2.7.2 Charging Stations. Charging stations inside each inmate housing area capable of charging, simultaneously, all tablets permanently placed within the same inmate housing area. The charging station must meet industry standards for inmate facilities and have no exposed wiring or easily removed parts.

2.7.3 Minimal staff requirement. Ongoing off-site or local technical support to ensure minimal agency staff time is involved. Set-up and day-to-day operation of the tablets will require little to no agency staff time.

2.7.4 Software Integration. The Vendor will provide an open-source interface integration module and a list of current interface options for our Offender Management System (OMS).

2.7.5 Secure Log-in. Inmates will be required to provide secure log-in credentials before accessing their account.

2.7.6 Free Access. Free inmate access to basic or required content, to include:

2.7.6.1 An inmate notification system. Upon logging into a tablet, inmates with pending notifications from the facility, such as grievance or request responses, or rule change notifications, will be unable to use the tablet prior to acknowledging the notification. No usage fee will be charged until such acknowledgement has been given.

2.7.6.2 Detention information. Information deemed required watching/reading by the facility (i.e. Inmate Rules and Regulations, or an introductory video for the facility) will be accessible to inmates at no charge. Inmates may be required to acknowledge some content before log-in can be completed.

2.7.6.3 Grievances and Requests. A fully integrated and comprehensive paperless inmate grievance and request system will be operable at time of launch. Software will allow for the creation of a paperless inmate request system, designed to detention center specifications, and capable of integrating with or replacing the current grievance process. All exchanges will include a digital timestamp and a digital audit trail designed for judicial review. All exchanges will be archived by inmate name, inmate booking number, type of exchange, time, and status to allow for efficient search and report generation. Responses by staff will likewise contain a digital trail containing the staff member's name / badge number and the time/date of the response, based on automated information from the staff member's log-in data.

2.7.6.4 Law Library. Inmate access on all tablets to legal search providers, such as Lexis/Nexis® or WestLaw®.

2.7.6.4.1 Law Library Audit. A record of time spent on this tablet will be created, and no inmate can remain logged in for more than thirty (30) minutes in a single session, or more than one session in an hour.

2.7.6.4.2 Law Library Print Capabilities. Tablet browsing software will be capable of allowing inmates to order printouts (on County provided printers) of any page(s) found, to be charged to the inmate's commissary account on a per page basis. The printout will include the inmate's name and booking number or SBI number.

2.7.6.5 Religious Media. All tablets will include at least one application which allows inmates access to a variety of religious content.

2.7.6.6 Commissary Integration. Commissary software integration that allows inmates to pay for tablet use directly from their commissary account without the need for a separate tablet/communication account. Close communication with the commissary provider at the detention facility (currently Keefe) will ensure full integration of software to allow ongoing payments through a single account. Software will also allow for seamless integration with the current and future commissary ordering process, allowing inmates to place commissary orders with no fee for the time spent creating the order.

2.7.6.7- Sick Call Notification. The tablet will offer the ability for the user to contact our Health Care provider's (currently C.F.G) designated employee, and request to see a nurse or Doctor. This service will be at no cost to the user.

2.7.6.8 PREA notification: The user will have the ability to notify the facility's designated PREA coordinator at any time, at no cost to user.

2.7.6.9-Training Video/Messages: The tablets shall have the ability to show training videos and messages from the Warden to the inmates prepared by The County and at no cost to The County.

2.7.7 Friends and Family Identification System. The ability to automatically verify the identity of all persons communicating via tablet. This will include verified names and addresses of contacts and password verification of inmates. Any fees associated for access must be disclosed.

2.7.8 Entertainment Options. Tablets will allow for inmates to access streaming music and videos, email services, books and games, and will include an option to resume play at the last saved point. All content must be subject to censorship by the vendor and the ECDOC to a level to be determined by the ECDOC. Any fees associated for access must be disclosed. Any licensing issues will be the Vendors responsibility.

2.7.9 Updates and Upgrades. Continuous software updates and upgrades for all tablets and administrative software provided as needed. Regular software updates to tablets sent wirelessly during off-peak times, with no agency staff involvement required. Outdated hardware replaced prior to the issuance of any incompatible software updates.

2.7.10 Web Based Control. Secure web-based access to control software from any web browser. The ability to suspend an inmate's tablet access for a set amount of time should be a simple matter for ECCF staff.

2.7.11 Complete Data Access. The ability for ECDOC staff and any other legal entities, as deemed necessary by the ECDOC, to instantly review all tablet usage data, including by-inmate and by-tablet data, summary data for all tablets, and photos of all tablet users at the time of each login. Full access to all communications between tablet users and approved contacts provided to ECDOC staff, allowing review and search of all exchanged messages and photos. All collected data will be considered the property of the County of Essex, and the provider will not delete any data without the express written consent of an authorized agent of the County.

2.7.12 Secure Network. Vendor will provide a secure wireless network which ensures encrypted VPN communications over an invisible wireless network, ensures that all communication both runs through a proxy server (to ensure no direct connection to the internet) and is limited to a strict list of allowed destination URLs.

2.7.13 Adequate Bandwidth. Bandwidth provided by the vendor will be adequate to allow for uninterrupted streaming video and gaming connections from all tablets in each pod simultaneously. Internet connectivity will be installed and paid for by the vendor. No county bandwidth will be used.

2.7.14 Training and 24/7 Support for Facility Staff. Vendor will provide regular, 24/7 access to support staff via telephone and email. Support staff will have the training and authorization to request replacement parts, reset passwords, connect new users with appropriate permissions, diagnose and repair software failures wirelessly and walk facility staff through any hardware or software features as needed. Training will be provided by the vendor to authorized facility staff before tablets are accessible to inmates.

2.7.15 Dedicated Account Manager. A dedicated account manager will be assigned as a convenient point of contact between the facility and the vendor.

2.7.16 Technical Support. A local technician will be available for repairs, replacements, additional hardware, or any support that cannot be handled via telephone or email.

2.7.17 Wireless Hardware and Wiring. Secure wireless access points to all inmate locations that utilize tablets, and an underlying secure network to connect the tablets to the internet (via a secure network). All wiring and network hardware will be provided by the vendor.

2.7.18 **Compatibility and Testing.** Vendor will ensure compatibility with any additional reutilized peripherals or software, and provide thorough testing of all devices throughout the facility.

2.8 **Fees and Usage Charges.** Vendor will include all fees and charges that will remain the same for the length of the contract.

2.9 **Software Protection.** All software supplied by the Vendor will include methodologies, processes, policies, procedures and technologies that minimize risks associated with human intervention/error. Any support required to recover or replace software damaged as a result of human intervention/error or found to be lacking in adequate protection will be done at the Vendor's expense.

2.10 **Audit Records.** The Vendor shall make available to the County upon request, within 10 working days, detailed audit records that document the County's account information and interactions. The County, at the County's sole discretion and expense, shall have full audit rights of all records maintained by the Vendor which touch or concern in any manner this RFP or any Contract awarded to any provider as a result of this RFP.

2.11 **Liability.** The Vendor shall be responsible for all equipment, material and supplies, and labor during installation except for the County's liability described. The County will not be liable for any loss or damage during the installation process. All sites shall be left in clean, working order at the end of each business day with all additional tools/equipment removed from secure areas.

2.12 **Secure Environment/Background Checks.** The Vendor is responsible for providing a detailed list of all employees and/or sub-contract laborers that will be physically on site pertaining to the scope of this RFP for background clearance. All employees and sub contract laborers will be escorted through secure areas of the facilities and may be subject to prisoner interactions while being escorted.

2.13 **Single Point of Contact.** The Vendor shall appoint a single point of contact, a Project Manager, who will be accessible to the County during the installation and who will be responsible for all coordination between the Vendor, the facility representatives, and the product/service providers.

2.14 **Repairs.** All hardware supplied by the Vendor will be designed for sustained use in a correctional facility, and will be replaced at Vendor cost if damaged. The Vendor is responsible for all repairs and replacement of hardware and must present a time frame to complete all repairs.

PROPOSAL FORM

RFP FOR INMATE TABLETS

CONTRACT PERIOD: The undersigned recognizes that this contract period is from five (5) year from date of award by the Essex County Board of Chosen Freeholders.

YEAR 1 - YEAR 5

Cost to Inmates (per minute) \$ _____

County Profit Percentage (of Inmates cost per minute) \$ _____

Company Name: _____

Authorized Signature: _____

Title: _____ Date: _____