



Request for Competitive Contract Proposal
Inmate Telephone Service with Additional Technology Solutions

County of Bergen

Advertisement Date:
06/03/2015

Proposal Due Date:
07/21/2015
11:00 a.m. EDT

Refer ALL Inquiries to:
Director of Purchasing
One Bergen County Plaza
Hackensack, New Jersey 07601

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1 RCCP# 15-008 OVERVIEW

1.1 PURPOSE AND INTENT

The purpose of this Request for Competitive Contract Proposal (RCCP) is to solicit proposals from qualified, experienced vendors who can provide reliable, cost effective inmate telephone service which meets the requirements described in this RCCP at the following Facility(s):

Bergen County Jail
160 South River St.
Hackensack, New Jersey 07601

Details about each Facility can be found in **Appendix B – Facility Specifications**.

1.2 OBJECTIVES

The Bergen County Sheriff's Office / County of Bergen is seeking an experienced vendor to provide, install and maintain a turn-key **Inmate Telephone System** (ITS), at the Facility(s) ("Contractor"). Contractor shall provide telephone services to the inmates utilizing an ITS in accordance with the requirements and provisions set forth in this RCCP. Proposers shall submit a response for providing an Inmate Telephone System (ITS).

It is the intent of the Bergen County Sheriff's Office to have all call recordings, call processing, inmate phone call reporting, inmate phone call storage, and monitoring tools be located at the Bergen County Jail 160 S. River Street Hackensack, N.J. 07601. This requirement is in part based upon the State of New Jersey Attorney General guidelines for Law Enforcement Data.

Vendors who proffer call storage, call processing, or call recordings off site at a centralized location not located at Bergen County Jail 160 S. River Street Hackensack, N.J. 07601 will be rejected for failing to comply with the specifications.

2 GENERAL TERMS AND CONDITIONS

2.1 CONTRACT TERM

The Bergen County Sheriff's Office / County of Bergen intends to award a forty-eight (48) month Contract with an option to extend for two (2) additional twelve (12) month term or on a month-to-month basis. The continuation of this Contract will be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended Contract requirements. All terms and conditions, requirements and specifications of the Contract shall remain the same and apply during any renewal terms. The Contract shall not automatically renew.

Contractor shall commence work only after the transmittal of a fully executed Contract.

2.2 CONTRACT DOCUMENTS

This RCCP and the successful Proposer's response shall be incorporated into the final Contract and together with same shall be considered the "Contract Documents".

2.3 SUBCONTRACTING

Except as provided in this contract, no contract shall be made by Contractor with any other party for furnishing of the work or services herein contracted for without the prior written consent and approval of the Bergen County Sheriff's Office. Each contract entered into between Contractor and a subcontractor shall be provided to the Bergen County Sheriff's Office / County of Bergen for prior review and approval, however, this provision does not require the approval of contracts of employment between Contractor and employees assigned for services hereunder.

Should a subcontract be permitted by the Bergen County Sheriff's Office, Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in the Contract shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein.

2.4 INDEPENDENT CAPACITY OF CONTRACTOR

In the performance of this Contract, Contractor, its officers, employees, agents or subcontractors will act as independent contractors and not as officials, agents or employees of the Bergen County Sheriff's Office. It is expressly understood and agreed that Contractor and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of the resulting Contract, be entitled to any benefit to which Bergen County Sheriff's Office / County of Bergen employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

2.5 INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Bergen County Sheriff's Office / County of Bergen and all of its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of, resulting from or alleged to arise out of or result from the performance of Contractor's or Contractor's subcontractors work under this Contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death to any one person (including Contractor's and/or subcontractors' employees), or to injury to or destruction of tangible property, including the loss of use resulting there from, regardless of whether or not such a claim, damage, loss or expense is caused by or alleged to be caused in whole or in part by the Bergen County Sheriff's Office. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

2.6 SALES AND USE TAX

Contractor and any subcontractor providing goods or performing services under the Contract, and each of their affiliates, shall, during the term of the Contract, collect and remit to the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32b-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busreqcert.shtml>.

Note the Bergen County Sheriff's Office / County of Bergen is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes.

2.7 TERMINATION OF CONTRACT

1. Termination for No Cause

The performance of work under this Contract may be terminated by the Bergen County Sheriff's Office / County of Bergen without cause upon thirty (30) days' notice. Any such termination shall be effected by delivering to Contractor a Notice of Termination specifying the extent to which performance of the work under this Contract is terminated and the date on which termination becomes effective. In no event, however, shall Contractor be paid for loss of anticipated profits or consequential damages. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Section 6.4 – ITS Transition**.

2. Termination for Cause

The Bergen County Sheriff's Office / County of Bergen may, by written notice of default to Contractor, and without prejudice to any other right or remedy, terminate this Contract under any one of the following circumstances if Contractor does not cure such default within a period of ten (10) days (or such longer periods as the

Bergen County Sheriff's Office / County of Bergen may authorize in writing) after providing notice to Contractor specifying such failure:

- a) If Contractor refuses or fails to supply services called for in this Contract or fails to meet any criteria defined in the Contract;
- b) If Contractor disregards laws, ordinances, rules, regulations or orders;
- c) If Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms;
- d) If Contractor files a petition in bankruptcy, becomes insolvent, ceases its operation, make an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the Bergen County Sheriff's Office.

In no event, however, shall Contractor be paid for loss of anticipated profits or consequential damages. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Section 6.4 – ITS Transition.**

3. Insufficiency of Funds

This Contract shall be subject to annual appropriation of funds by Bergen County Sheriff's Office. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Contract, then the Bergen County Sheriff's Office / County of Bergen shall be entitled to immediately terminate this Contract without penalty or liability. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Section 6.4 – ITS Transition.**

2.8 ROYALTIES AND PATENTS

Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall hold the Bergen County Sheriff's Office / County of Bergen harmless from loss on account thereof.

2.9 Bergen County Sheriff's Office / County of Bergen Recovery

In the event the Bergen County Sheriff's Office / County of Bergen is required to undertake any legal action to enforce its rights and remedies under this Contract, the Bergen County Sheriff's Office / County of Bergen shall be entitled to recover reasonable attorneys' fees and costs in the event the Bergen County Sheriff's Office / County of Bergen prevails against Contractor.

2.10 RIGHTS AND REMEDIES

The rights and remedies of the Bergen County Sheriff's Office / County of Bergen shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.11 PATENT CLAIMS

Contractor shall protect and save the Bergen County Sheriff's Office / County of Bergen harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this Contract hereunder, and it shall be the duty of Contractor, if so demanded by the Bergen County Sheriff's Office, to furnish said Bergen County Sheriff's Office / County of Bergen with proper legal release or indemnity from and against all such claims and any and all payments due under such Contract are furnished if the Bergen County Sheriff's Office / County of Bergen so elects.

2.12 COMPLIANCE WITH LAWS/PROCUREMENT OF PERMITS & LICENSES

Contractor shall be required to comply with all federal, state, county and local laws, rules and regulations applicable to the provision of its service. Contractor will procure, at its expense, all licenses, authorizations, approvals, agreements and permits necessary to the fulfillment of its obligations under the terms of the Contract.

2.13 NON-DISCRIMINATION

The parties to this Contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereto are hereby made a part of this Contract and are binding on them. Proposer agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this RCCP because of color, race, creed, religion, national origin or ancestry.

2.14 AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General requirements of P.L. 1975, c. 127. You are hereby put on notice that:

Procurement, Professional & Service Contracts; the successful Proposers shall submit, within seven (7) days of the notification of award but prior to the execution of a contract, one of the following:

1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
2. A photocopy of your Certificate of Employee Information Report.
3. A completed Affirmative Action Employee Information Report (AA302).

If the successful Proposer does not submit the affirmative action document within the seven (7) days of notification of award, the Bergen County Sheriff's Office / County of Bergen will declare the Proposer as being non-responsive and award the Contract to the next lowest Proposer.

(REVISED 10/08)
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, affection or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affection 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, affection 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, affection or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor Bergen 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 Bergen or workers' representative of the contractor's commitments under this act 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2,

or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor Bergens, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affection 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, creed, color, national origin, ancestry, marital status, affection 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

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.**

2.15 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Proposers are required to read the Americans with Disabilities language that is part of the documents attached hereto in **Appendix A — Forms** and agree that the provisions of Title II of the Act are made part of the Contract. Contractor is obligated to comply with the Act and hold the County harmless.

2.16 BUSINESS REGISTRATION CERTIFICATE

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of this RCCP.

If subcontractors are named in the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of this RCCP.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the proposal is considered a **MANDATORY REJECTION** of proposals (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction RCCPs.

IN ADDITION:

Contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the proposal of the responsibility to submit proof of business registration to Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on this Contract is made by the contracting agency, Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this Contract, or shall attest that no subcontractors were used.

For the term of this Contract, Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

2.17 RECORDS

In accordance with N.J.A.C. 17:44-2.2, Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

2.18 ASSIGNMENT OR TRANSFER

Contractor may not assign, transfer, convey or otherwise dispose of this Contract or the services performed under same to any third party or entity, and this Contract may not be involuntarily assigned or assigned by operation of law without thirty (30) days advance written notification to the Bergen County Sheriff's Office / County of Bergen and then only upon Contractor's receipt of the Bergen County Sheriff's Office's written consent, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of this contract shall be null and void as to assignor and assignee.

Upon receipt of the Bergen County Sheriff's Office's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Contractor.

The Bergen County Sheriff's Office / County of Bergen reserves the right to assign or transfer the Contract to any person, office or entity as it deems appropriate.

2.19 MERGERS OR ACQUISITIONS

If, during the term of this Contract, Contractor shall merge with or be acquired by another firm, Contractor shall give notice to the Bergen County Sheriff's Office / County of Bergen as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. Contractor shall provide such documents as may be requested by the Bergen County Sheriff's Office, which may include but need not be limited to: political contribution disclosures, business entity disclosures, corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of this Contract for cause.

If, at any time during the term of this Contract, Contractor's partnership, Limited Liability Company, limited liability partnership, Professional Corporation, or corporation shall dissolve, the Bergen County Sheriff's Office / County of Bergen must be so notified. All responsible parties of the dissolved business entity must submit to the Bergen County Sheriff's Office / County of Bergen in writing, the names of the parties proposed to perform this Contract, and the names of the parties providing payment to the County.

2.20 COOPERATION WITH COUNTY CONTRACTORS

The Bergen County Sheriff's Office / County of Bergen may undertake or award supplemental contracts for work related to this Contract or any portion thereof or for work which may affect Contractor's activities. Contractor shall cooperate with such other contractors and the Bergen County Sheriff's Office / County of Bergen in all such cases. Any subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and Contractor.

2.21 RIGHT TO REJECT CONTRACTOR'S EMPLOYEES

The Bergen County Sheriff's Office / County of Bergen shall have final and complete discretionary approval of any of Contractor's employees and shall retain the right to reject any of Contractor's employees, who in the opinion of the Director of the Department of Correctional Services poses a risk or potential risk to the security or operations of the Facility(s).

Any failure to provide a suitable workforce as specified herein shall be deemed a default event in accordance with the terms of this Contract.

2.22 GOVERNING LAW

This Contract and performance hereunder is governed by and construed in accordance with the laws and regulations of the State of New Jersey.

2.23 WAIVER

Contractor agrees that no term or provision hereof shall be deemed waived and no breach excused by the Bergen County Sheriff's Office / County of Bergen unless such waiver of consent shall be in writing. Any consent by the Bergen County Sheriff's Office / County of Bergen to, or waiver by the Bergen County Sheriff's Office / County of Bergen of, a breach by Contractor, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

2.24 SEVERABILITY

If any provision of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Contract which

can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.

2.25 ENTIRE AGREEMENT

These terms and conditions, the mandatory minimum requirements, the specifications, and the forms, proposals, and resulting Contract constitute the full and complete understanding of the parties hereto and supersede any prior understandings, representations or oral or written agreements between the parties regarding the system.

3 RCCP# 15-008 GENERAL INFORMATION

3.1 RCCP# 15-008 SCHEDULE OF EVENTS

The RCCP Schedule of Events represents the County of Bergen's best estimate of the schedule that shall be followed.

	EVENT	DATE	TIME
1	RCCP Issued / Advertisement	06/03/2015	
2	Site Visit / Pre-proposal Conference	06/18/2015	2:00 p.m. EDT
3	Proposer Communication Due in Writing	06/25/2015	3:00 p.m. EDT
4	Proposal Due Date	07/21/2015	11:00 a.m. EDT

The Bergen County Sheriff's Office / County of Bergen reserves the right, at its sole discretion, to adjust this schedule as deemed necessary. Notification of any adjustment to the Schedule of Events shall be provided to all Proposers who receive a proposal.

3.2 PRE-PROPOSAL CONFERENCE / SITE VISIT

A pre-proposal conference will be held on the date specified in the amphitheater of the Bergen County Sheriff's Office located at 160 S. River St. Hackensack New Jersey to assure all proposal responses reflect a complete understanding of the conditions, operation, location, equipment, requirements, space availability, etc. At this time, questions from Proposers may be collected. A formal written response to the questions that are raised will be prepared and distributed to all Proposers who have obtained a copy of the RCCP. Site inspection of Bergen County Jail will also be conducted at that time.

It is highly recommended for Proposer to attend the pre-proposal conference to submit a proposal. Each Proposer will be limited to three (3) representatives at the pre-proposal conference. Proposer representatives attending the meeting shall present a valid form of identification and company information for admission into the jail and will be required to document their presence at the pre-proposal conference by signing in.

3.3 PROCESS REQUIREMENTS

1. Rights Reserved

Upon the determination that its best interests would be served, the Bergen County Sheriff's Office / County of Bergen reserves the right to:

- a) Cancel or reissue the competitive contracting process at any time;
- b) Amend these specifications at any time;

- c) Refuse to consider responses that do not conform with the specification requirements;
- d) Require a Proposer, at its expense, to submit written clarification to responses in any manner or format that the Bergen County Sheriff's Office / County of Bergen may require;
- e) Require that any proposal submitted in response to these specifications, be retained by the Bergen County Sheriff's Office;
- f) Request Proposers to make an oral explanation of their proposed services to assist the Evaluation Committee, on behalf of the Bergen County Sheriff's Office, in its determination of an award;
- g) Allow no additions or changes to the original response after the Proposal Due Date specified herein, except
- h) Award in part, or reject any and all responses in whole or in part;
- i) Waive technical defects, irregularities and omissions; and
- j) Reject the response of any Proposer in default with the Bergen County Sheriff's Office / County of Bergen of any prior contract or for misrepresentation of materials presented.

2. Proposals to Remain Subject to Acceptance

The Local Public Contracts Law requires all proposals to remain open for a period of sixty (60) calendar days from the stated Proposal Due Date ("Acceptance Period"). The Bergen County Sheriff's Office / County of Bergen will make every attempt to either award the Contract or reject all proposals within such time period but due to the complexity of the subject matter the Bergen County Sheriff's Office / County of Bergen reserves the right to obtain extensions as necessary for the award.

If Proposer's response is accepted within the Acceptance Period or any extension thereof, Proposer agrees to furnish any or all items or services as finalized, and under the terms and conditions specified in this RCCP, its amendments(s) and/or addenda and the resulting Contract. The Bergen County Sheriff's Office / County of Bergen shall create a Contract for execution by the Bergen County Sheriff's Office / County of Bergen and the awarded Proposer, which shall contain the terms and conditions in this RCCP, its amendments and/or addenda, and as discussed and agreed upon by the Bergen County Sheriff's Office / County of Bergen and awarded Proposer.

3. Rejection of Proposals

The Bergen County Sheriff's Office / County of Bergen reserves the right to withdraw or cancel this process at its discretion at any time prior to execution of a contract, to reject any or all proposals, or to waive any minor or non-mandatory technical deviations as it may deem fit and proper. The successful Proposer's response will become part of the Contract. All proposals shall be retained by the Bergen County Sheriff's Office.

4. Qualifications of Proposer

The Bergen County Sheriff's Office / County of Bergen may make such investigation, as it

deems necessary to determine the ability of Proposer to perform the work. The Bergen County Sheriff's Office / County of Bergen reserves the right to reject any RCCP if investigation of such Proposer fails to satisfy the Bergen County Sheriff's Office / County of Bergen that such Proposer is properly qualified to carry out obligations of the contract and to complete work contemplated therein.

5. Evaluation Process

The proposals will be reviewed to determine if they satisfy the requirements of this RCCP and will be evaluated based upon the Evaluation Criteria specified in **Evaluation Factors**. The highest-ranking Proposer will then be recommended to the governing body for award of Contract, based on price and other factors.

6. Incurring Costs

The Bergen County Sheriff's Office / County of Bergen is not liable for any costs incurred by the Proposer in the preparation, demonstration, or presentation of responses to these specifications.

7. Proposal Specifications

The Bergen County Sheriff's Office / County of Bergen reserves the right to amend the specifications prior to the Proposal Due Date. Addendums will be advertised and will be sent to all Proposers who downloaded or requested copies of this RCCP.

8. Offer of Gratuities/Integrity

Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall not take any action in violation of state or federal laws, regulations or other requirements that govern contracting with the Bergen County Sheriff's Office / County of Bergen or the State of New Jersey. Contractor shall not, in connection with this Contract or any other agreement with the Bergen County Sheriff's Office, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of known legal duty by any governmental official or employee.

By submission of a response, Proposer certifies that no gratuities of any type were either offered to or received by any elected or appointed official or employee of the Bergen County Sheriff's Office / County of Bergen or the State of New Jersey or its political subdivision in connection with this procurement from Proposer, Proposer's agents or employees or subcontractors. If this prohibition is violated, any contract arising from these specifications may be terminated by the Bergen County Sheriff's Office.

9. Compliance with State Statutes/Laws/Regulations

Proposers will comply with all pertinent laws and regulations of the State of New Jersey regarding bids and proposals including, but not limited to, NJAC 10:50-1.21.

10. Representation

Proposer, by responding to these specifications and any subsequent solicitation made under this offering, certifies and represents that it has not violated any of the provisions stated herein.

3.4 PROPOSAL SUBMISSION

1. Proposers must submit one (1) original and ten (10) paper copies and 10 electronic version on CD, DVD or USB flash drive of its Technical Proposal in a sealed package, clearly marked **Technical Proposal**. Proposers must submit one (1) original and ten (10) paper copies each that include an electronic version on CD, DVD or USB flash drive of its Cost Proposal in a sealed package, clearly marked **Cost Proposal**.
2. All pages must be numbered and a table of contents included for each section. Whenever applicable, use numbering and section headings that correspond with this RCCP's Table of Contents.
3. Proposers shall respond to this RCCP with a separate Technical Proposal and Cost Proposal. The inclusion of any Cost Proposal information in the Technical Proposal shall make the proposal non-responsive.
4. Sealed proposals shall be received by the Director of the Division of Purchasing or his designee on or before 11:00 a.m. on or before the Proposal Due Date as specified in the advertisement and herein:

Inmate Telephone Service with Additional Technology Solutions
RCCP# 15-008
Proposal Due Date and Time: 07/21/2015 11:00 a.m. EDT

County of Bergen
Division of Purchasing
One Bergen County
Hackensack NJ 07601

This designation must also appear on the outside of any express mail company envelopes/package if sent by express mail. Proposals must be hand delivered or sent by certified mail to reach the Division of Purchasing by the aforementioned date and time of the opening of the proposals.

The County will not assume responsibility for proposals forwarded by U.S. Mail or any other delivery service. It is the Proposer's responsibility to see that the proposals are presented to the Purchasing Division at the time and place designated. Under no circumstances will a proposal be accepted after the time designated for the Proposal Due Date and opening.

5. It is the responsibility of the Proposer to examine the entire RCCP, to seek clarification in writing, and to review its proposal for accuracy before submitting the proposal. The Bergen County Sheriff's Office / County of Bergen reserves the right to request clarification of information submitted and to request additional information from one or more of the Proposers, either orally or in writing. Proposals considered incomplete by Bergen County Sheriff's Office / County of Bergen may be rejected without notification.
6. Elaborate or lengthy proposals are discouraged. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Proposer's ability to satisfy the requirements of this RCCP.
7. The proposal must follow the format of this RCCP. A complete response to each section and numbered item must be provided. If Proposer is in full compliance with the section or numbered item, Proposer's response shall be, "Read, agree and will comply." Otherwise, Proposer's response shall be, "Read and do not comply" and considered an exception (Exception). Exceptions to any section or numbered item must be addressed and listed in an Exceptions addendum to Proposer's response.
8. The original RCCP text, as well as any appendices, amendments, addenda or other correspondence related to this RCCP may not be manually, electronically or otherwise altered by Proposer. Any Proposers' response containing altered, deleted or additional non-original RCCP text may be disqualified.
9. Several sections and numbered items require additional explanation. Provide exhibits and/or visual aids which clearly reference the specific section and numbered item.
10. All information contained in Proposer's response must be relevant to a section or numbered item of this RCCP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
11. All RCCP Form pages found in **Appendix A – Forms** are to be filled out with a typewriter or pen and ink. Proposer in ink must initial erasures or alterations. RCCP prices will be accepted only on the proposal sheets supplied. In the event there is a discrepancy between any unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.
12. All required documents must be completed in their entirety and submitted in the sealed proposal. Refer to the RCCP Document Submission Checklist for all required documents.
13. Failure to follow the instructions in this RCCP may, at the Bergen County Sheriff's Office's sole discretion, result in the rejection of Proposer's response.
14. Proposer may modify its submitted proposal by providing a written and signed request to the RCCP contact specifying the modification(s), prior to the Proposal Due Date. The Bergen County Sheriff's Office / County of Bergen will not accept any modifications

to Proposer's response after the Proposal Due Date except as may affect all Proposers, or as specified in the evaluation criteria.

15. Proposer may withdraw its submitted proposal by providing a written and signed request to the RCCP contact at any time prior to the Proposal Due Date.
16. Proposer is responsible for all errors or omissions contained in its proposal.

3.5 COMMUNICATION REGARDING RCCP# 15-008

1. Upon release of this RCCP, all Proposer communication regarding this procurement must be submitted in writing, by mail, fax or email, by the date specified in the Schedule of Events and to the attention of:

County of Bergen
 Director of Purchasing
 One Bergen County Plaza
 Hackensack NJ 07601
 email: djinovelli@co.bergen.nj.us
 fax: 201 336-7105

2. Only written responses to written communication shall be considered official and binding upon the Bergen County Sheriff's Office. Any oral communication, including oral communication during the pre-proposal conference, shall be considered unofficial and non-binding on the Bergen County Sheriff's Office. Unauthorized contact regarding this RCCP with other Bergen County Sheriff's Office / County of Bergen employees may result in disqualification.
3. A written response to all questions received and questions presented at the pre-proposal conference will be sent by certified facsimile or email to all Proposers who received the RCCP specifications.

3.6 RIGHT OF REJECTION/DISCLOSURE OF PROPOSAL CONTENTS

1. The Bergen County Sheriff's Office / County of Bergen reserves the right, at its sole discretion, to waive any minor or non-mandatory technical deviations as it may deem fit and proper.
2. The successful proposal will become part of the resulting contract between the parties. All proposals and other materials submitted in response to this RCCP procurement process become the property of the Bergen County Sheriff's Office. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process but may be subject to disclosure pursuant to the Open Public Records Act and the Open Public Meetings Act.

3.7 DISCREPANCY BETWEEN PROPOSAL AND CONTRACT

Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower. (Shown higher to lower.)

- a) Final Contract and any amendments or addenda;
- b) RCCP and any amendments or addenda;
- c) Contractor's final proposal

3.8 CONFIDENTIALITY

Proposer's proprietary and/or confidential information must be clearly marked and identified as such. All information and documentation received in response to this RCCP process will become the property of the Bergen County Sheriff's Office / County of Bergen and as such, will be considered public information and will be available for review by individuals or agencies who request same from the County by way of an Open Public Records Request (OPRA), unless Proposer affirmatively alleges an exception to OPRA applies.

Proposer shall not intentionally mark any portion of its proposal as "proprietary" or "confidential" that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with OPRA. Should Proposer's information, which is marked as proprietary or confidential, be requested as part of an OPRA request, the County of Bergen may notify Proposer in writing before such information is released as required by the applicable law. It will be Proposer's responsibility to defend its position in the appropriate agency or court. Proposer agrees, at its expense, to defend and hold harmless the Bergen County Sheriff's Office / County of Bergen from claims involving infringement of any intellectual property.

4 PROPOSER REQUIREMENTS, REFERENCES, AND INFORMATION

4.1 PROPOSER INFORMATION

1. To be considered for award of this Contract, Proposer must demonstrate their ability to meet the following requirements:
 - a) Have adequate financial resources;
 - b) Certify that the Proposer is engaged in a full-time business operation for this type of service and has been in business for a minimum of three (3) years with principals in business for a minimum of five (5) years individually;
 - c) Have a satisfactory record of performance, integrity, and ethics.
2. Proposer shall supply the following in its proposal:
 - a) Documentation that all necessary requirements of the Public Service Commission and the Federal Communications Commission (FCC) are met.
 - i. Proposer shall provide feedback in its response regarding Proposer's opinion/position on the recent FCC order, WC Docket No. 12-375 and its plan relative to compliance with the order.
 - b) A copy of its telecommunications service tariff for the State of New Jersey.
 - c) Proposer's current annual report and its two (2) most recent Dun and Bradstreet (or equivalent) reports.
 - d) If Proposer has operated under a different name, or affiliate, in the past three (3) years, provide names, dates, addresses and state where incorporated.
 - e) If Proposer is for sale or is considering an acquisition or merger in the next six (6) months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.
 - f) A synopsis of any litigation(s) within the last five (5) years where Proposer or Proposer's ITS is a party. Include venue, style of case and status of litigation.
 - g) The names and resumes of Proposer's employees, consultants, and subcontractors which will be involved in provision of services to meet the requirements in this RCCP and the resulting contract.
 - i. Proposer shall disclose, with percentages clearly shown, what work for the Facilities will be subcontracted and what work will be performed by Proposer's employees.
 - h) The name, years of service, qualifications, addresses and telephone number(s) for the Proposer's main point(s) of contact for the Facilities.
 - i) The names, addresses, telephone numbers and distance from Facilities for the technicians who will be maintaining, servicing and performing work under the Contract.
 - i. The number of technicians directly employed by Proposer as well as those which will be subcontracted for service at the Facilities.
 - ii. Indicate the manufacturer which will provide the spare equipment and replacement parts for the proposed ITS and its components.

3. Proposer shall detail its Disaster Recovery Plan (DRP) and provide its processes, policies and procedures relating to the preparation for recovery of the requirements in this RCCP preceding and/or following a natural or human-induced disaster.
4. Provide a list of contracts not renewed, cancelled, lost or prematurely terminated in the last five (5) years.
 - a) Include the reason for non-renewal, cancellation and/or termination(s) of the contract(s). A response indicating this information is confidential and/or proprietary will be considered as non-responsive and may cause the proposal to be rejected.
5. Provide a list of clients/agencies who have notified Proposer of additional commissions owed within the last three (3) years and the status of resolution of those claims.
 - a) A response indicating this information is not monitored, confidential and/or proprietary will be considered as non-responsive and may cause the proposal to be rejected.

4.2 PROPOSER REFERENCES

1. Proposer shall submit with their proposal five (5) client references for facilities where the Proposer provides the equipment and services comparable to the requirements of this RCCP (i.e. on site systems). The references provided must be currently under contract with Proposer and have been operating under that contract for at least six (6) months. The references provided may be contacted at any time during the RCCP process. Proposer shall ensure updated references and accurate contact information is provided.
 - a) Provide the following information for each reference: facility name, facility address, contact name, contact title, telephone number and email address, average daily population (ADP), agreement effective date and number of inmate telephones.
 - b) The Bergen County Sheriff's Office / County of Bergen prefers the contact person provided for each of the references be the individual who utilizes Proposer's software application.

4.3 GENERAL INFORMATION

1. Provide the following information regarding Proposer's processes for handling end-user/customer service matters:
 - a) Describe procedure(s) for handling end-user complaints.
 - i. Indicate whether Proposer's customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative.
 - ii. If applicable, supply the hours of availability for a live customer service representative.

- iii. Indicate the average on-hold time to reach a live representative.
 - b) Describe procedure(s) for handling refund requests and the timeframe for completing such requests.
2. Provide the following information regarding Proposer's validation processes:
 - a) State whether validation is performed real-time or by batch.
 - b) Specify the process for unblocking a phone number which was originally restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit (Collect Call Threshold).
 - i. Include the timeframe for removing a restriction once payment is received by the Local Exchange Carrier (LEC).
 - c) The Bergen County Sheriff's Office / County of Bergen prefer the Collect Call Threshold be a monthly minimum of \$75.00 per unique telephone number. Proposer shall provide an explanation should it propose an alternative Collect Call Threshold process.
3. Provide the following information regarding Proposer's billing processes:
 - a) Specify how collect calls are billed and the name and phone number of the billing company.
 - b) Specify how taxes and required fees are applied to the total cost of a collect call in preparation for billing.
 - c) Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
 - d) Describe any and all additional fees (including those from third parties) which are charged to the end user's telephone bill (e.g. monthly billing fee, carrier administrative fee, cost recovery fee, etc.).
 - i. Provide the amount specific to each fee in **Appendix C – Calling Rates and Commissions**.
 - e) Describe all of the types of payment options available to the end-users (e.g. Visa, Master Card/debit card, money order and etc.).
 - i. Proposer shall specify the amount of the fees (including those from third parties) associated with the payment options (e.g. transaction disclose fee, refund fee, etc.) in **Appendix C – Calling Rates and Commissions**.
 - f) Specify the timeframe for a pre-paid account to become dormant/expire. If applicable, Proposer shall state whether the timeframe is configurable.
 - i. The Bergen County Sheriff's Office / County of Bergen requires that upon the occurrence of any of the following: Contract termination or expiration, six (6) months of account inactivity or account refund/closure request from the end-user, any funds remaining in any pre-paid account be refunded, in accordance with the Bergen County Sheriff's Office's direction, to the end-user as appropriate and at no cost to the Bergen County Sheriff's Office. Proposer shall not retain any monies not refunded in the manner specified and shall treat such monies in accordance with the New Jersey's unclaimed property laws.

1. Proposer shall provide an explanation should it propose an alternative process for how remaining dormant/expired pre-paid funds are handled.
- g) Describe Proposer's direct bill option.
 - h) Specify the minimum amount required on a pre-paid collect account to complete a call.
 - i. Proposer shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facilities.
 - i) Proposer shall describe in detail what happens when an inmate attempts a call to a pre-paid collect account that has insufficient funds.

5 SPECIFIC TERMS AND CONDITIONS

5.1 COMPENSATION AND REPORTING

1. Contractor shall pay commission on all Gross Revenue generated by and through the proposed ITS. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of service pursuant to this RCCP and Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Contractor.
2. Contractor shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Contractor expense.
3. Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by the Bergen County Sheriff's Office prior to implementation. The Bergen County Sheriff's Office and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to the Bergen County Sheriff's Office.
 - a) Proposer must detail all charges and fees in **Appendix C – Calling Rates and Commissions** that will be assessed for all collect, pre-paid and debit inmate telephone calls including set up fees, funding fees and refund fees associated with pre-paid collect accounts.
4. Any charges/fees (including higher amounts of the fees/charges initially approved by the Bergen County Sheriff's Office) added to the called party's bill and paid by the calling or called party without the express written consent of the Bergen County Sheriff's Office shall incur a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
 - a) The Bergen County Sheriff's Office / County of Bergen shall notify Contractor of any unapproved additional fees and/or charges of which the Bergen County Sheriff's Office / County of Bergen becomes aware of and shall provide Contractor with an invoice for the total fine due, for which Contractor shall remit payment to the Bergen County Sheriff's Office / County of Bergen within thirty (30) days.
 - b) Should the Bergen County Sheriff's Office / County of Bergen and Contractor mutually agree that the charges/fees will remain, the Bergen County Sheriff's Office Contractor shall mutually agree on a method for compensation.

- c) Should the Bergen County Sheriff's Office and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
5. Notwithstanding the foregoing, Gross Revenue does not include:
- a) Pre-Paid Collect Fee. Pre-paid collect fee is defined as a fee imposed on called parties who set up and/or fund a pre-paid collect account with Contractor or a third party (i.e. Western Bergen) to accept calls. All pre-paid collect fees must be approved by the Bergen County Sheriff's Office and are subject to the penalty defined above if not approved by the Bergen County Sheriff's Office in advance. Contractor shall specify these amounts in **Appendix C – Calling Rates and Commissions**.
- b) Billing Statement fee. Billing statement fee is defined as a fee tariffed by Contractor and charged to called parties for processing a collect call on a LEC telephone bill. All billing statement fees must be approved by the Bergen County Sheriff's Office and are subject to the penalty defined above if not approved by the Bergen County Sheriff's Office in advance. Contractor shall specify these amounts in **Appendix C – Calling Rates and Commissions**.
- c) Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
- d) A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by the Bergen County Sheriff's Office or from inmate telephones approved by the Bergen County Sheriff's Office / County of Bergen to process free calls shall not generate revenue or compensation for Contractor and shall not be commissionable to the Bergen County Sheriff's Office. Only those numbers designated by the Bergen County Sheriff's Office on the free call list and inmate telephones approved by the Bergen County Sheriff's Office to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to the Bergen County Sheriff's Office. The Bergen County Sheriff's Office reserves the right to enter a free number in the ITS as deemed appropriate by the Bergen County Sheriff's Office and without the assistance of Contractor.
- i. In the event Contractor completes unauthorized free calls, the completed calls will be considered part of Gross Revenue and commission for the calls shall be due and payable under **Section 5.3 – Payment and Reporting**.
- e) Complimentary calls associated with Contractor's pre-paid collect program are not commissioned. In its response to this RCCP, Proposer shall specify the duration of and the frequency between each complimentary call to a unique telephone number. Proposer shall indicate how complimentary calls are labeled in the call detail records.
6. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether

such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and commissionable regardless if Contractor can bill or collect revenue on the call.

7. Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.
 - a) Contractor may, upon request from the Bergen County Sheriff's Office, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Contractor is solely responsible for obtaining a resale certificate from the commissary provider. Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor's agreement with the commissary provider must address the requirements set forth in this section.
8. It is expressly understood that the Bergen County Sheriff's Office / County of Bergen is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to Contractor's services.
9. Commission for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable under **Section 5.3– Payment and Reporting.**
 - a) On the fifth (5th) day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to the Bergen County Sheriff's Office / County of Bergen for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
10. Proposer may, at its own option, include an up-front Minimum Annual Guarantee (MAG) or a Minimum Monthly Guarantee (MMG) payment to be specified in **Appendix C – Calling Rates and Commissions.**

5.2 RATE REQUIREMENTS

1. Proposer shall propose two (2) separate calling rate options for each commission offer in **Appendix C – Calling Rates and Commissions** which must be in compliance with New Jersey laws and applicable regulations, including any FCC order current or future.
2. The Bergen County Sheriff's Office / County of Bergen is open to a postalized calling rate structure as well as international calling rates.
3. Before any new calling rate increases or decreases are implemented, Contractor must

submit a written request to receive approval from the Bergen County Sheriff's Office. The Bergen County Sheriff's Office / County of Bergen will respond in writing to Contractor's request.

a) If Contractor decreases the calling rates without the written approval of the Bergen County Sheriff's Office, Contractor shall be responsible for paying commissions on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.

b) If Contractor increases the calling rates without the express written approval of the Bergen County Sheriff's Office, Contractor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. Contractor must also issue refunds to all overcharged end-users or inmates within five (5) business days; a list of the issued credits must be provided to the Bergen County Sheriff's Office / County of Bergen as documentation. The Bergen County Sheriff's Office / County of Bergen will not issue a refund of commission paid to Contractor for unapproved rate increases. If Contractor is unable to issue refunds and/or provide the required documentation, Contractor shall issue a payment to the Bergen County Sheriff's Office / County of Bergen as concession. The payment amount shall be in the amount of Contractor's portion of the Gross Revenue generated from the overbilled calls.

4. Contractor will implement any rate adjustments requested by the Bergen County Sheriff's Office / County of Bergen within ten (10) calendar days of said request, subject to regulatory approval.
5. Contractor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS (Duration Rounding). For calls where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied. If Proposer has a rounding policy for calls less than ten (10) seconds, Proposer shall indicate as much in its response to this RCCP.
6. During the call rating process, Contractor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices (Calling Rate Rounding).

5.3 PAYMENT AND REPORTING

1. Contractor shall provide monthly commission payments and traffic detail reports to the Bergen County Sheriff's on or before the twenty-fifth (25th) day of the month following the traffic month. The Bergen County Sheriff's Office requests commission payments are sent via wire transfer. The Bergen County Sheriff's Office requires the traffic detail reports be sent electronically in an exploitable format.
2. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facilities:
 - a) Facility Name;

- b) Facility Identification Number/Site Identification Number;
 - c) Facility Address (Street, City, State and Zip);
 - d) Automatic Number Identifier;
 - e) Inmate Telephone Station Port/Identifier;
 - f) Inmate Telephone Location Name;
 - g) Local Call, Minutes, Gross Revenue and Commission (per inmate telephone);
 - h) Intralata/Intrastate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
 - i) Interlata/Intrastate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - j) Intralata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - k) Interlata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - l) International Calls, Minutes Gross Revenue and Commission (per inmate telephone);
 - m) Commission Rate (%);
 - n) Total Calls, Minutes, Revenue and Commission Amount (per inmate telephone); and
 - o) Traffic Period and Dates.
3. Contractor shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, commission rate and commission total.
 4. In its response to this RCCP, Proposer shall provide a sample report showing how all of the above requirements will be met. Proposer shall indicate if any of the required fields above cannot be provided or supplied in the Exceptions addendum section of its response to this RCCP.
 5. Contractor shall provide monthly system platform Call Detail Records (CDRs), billing files and miscellaneous charges/fees report to the Bergen County Sheriff's Office no later than the 25th day of the month following the month of traffic.
 6. The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
 - a) Record ID;
 - b) Facility Name;
 - c) Facility ID;
 - d) From ANI;
 - e) To ANI;
 - f) Batch Number/ID;
 - g) Seconds;
 - h) Revenue Period;
 - i) Date (yymmdd);

- j) Connect Time (hhmmss);
- k) Billable Time (mmmmss);
- l) Multiple Rate Indicator;
- m) Personal Identification Number Digits;
- n) Originating City;
- o) Originating State;
- p) Bill City;
- q) Bill State;
- r) Rounded Bill Time Indicator;
- s) Bill Number;
- t) LATA ID;
- u) Settlement Code;
- v) Message Type;
- w) Charge Amount;
- x) Additional Fees and Line Surcharges;
- y) Specialized Calling Indicator;
- z) Validation Indicator;
- aa) Tax Exempt Indicator;
- bb) Rate Period; and
- cc) Rate Class.

7. In its response to this RCCP, Proposer shall also provide a sample billing file in EMI format (showing all fields available, including those specified above) to demonstrate how Proposer shall meet the above requirements. Proposer shall provide a listing of all fields that will not be released in the Exceptions addendum section of its response to this RCCP.
8. The raw CDRs shall contain all calls (both attempted and completed), and inbound voicemail messages and voicemail retrievals, which originate from the Facilities for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- a) Facility Name;
 - b) Facility ID;
 - c) From ANI;
 - d) To ANI;
 - e) Batch Number / ID;
 - f) From City;
 - g) From State;
 - h) To City;
 - i) To State;
 - j) Station ID;
 - k) Phone Name or Location;
 - l) Inmate ID;
 - m) Personal Identification Number;

- n) Pre-Paid Card ID;
 - o) Revenue Period;
 - p) Call Start (yymmdd; mmss);
 - q) Call End (yymmdd; mmss);
 - r) Seconds;
 - s) Call Type (e.g. local, etc.);
 - t) Bill Type (e.g. free, collect, etc.);
 - u) Cost;
 - v) Tax;
 - w) Validation Result;
 - x) Termination Reason;
 - y) LIDB Status; and
 - z) Completion Indicator.
9. The miscellaneous charges/fees report shall contain, without limitation, the following information:
- a) Facility ID;
 - b) Date;
 - c) From ANI;
 - d) To ANI;
 - e) Billed ANI;
 - f) Fee Type; and
 - g) Fee Amount.
10. The system CDRs shall be stored in a minimum of three (3) locations to avoid any possibility of CDRs being lost.
11. In its response to this RCCP, Proposer shall provide a sample CDR and miscellaneous charges/fees report (showing all raw fields available, including those specified above) to demonstrate how Proposer shall meet the above requirements. Proposer shall provide a listing of all fields that will not be released in the Exceptions addendum section of its response to this RCCP.
12. Commission discrepancies must be resolved by Contractor, and to the Bergen County Sheriff's Office's reasonable satisfaction, within thirty (30) days of receipt of discrepancy notification from the Bergen County Sheriff's Office / County of Bergen or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Contract may be terminated at the sole discretion of the Bergen County Sheriff's Office. The Bergen County Sheriff's Office / County of Bergen further retains the right to pursue any other legal remedies it deems necessary.
13. Commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields, received by the Bergen County Sheriff's Office / County of Bergen after the date specified in **Section 5.3 – Payment and Reporting** are

subject to late charges and/or fines.

- a) Late charges and/or fines for commission payments shall be equal to five percent (5%) per month of the commission due.
- b) Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the twenty-fifth (25th) day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
- c) If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

5.4 RECONCILIATION

1. From the effective date of the Contract and for a period of five (5) years from the date of final payment, upon ten (10) business day's written notice, the Bergen County Sheriff's Office / County of Bergen shall have the right to examine and/or reconcile Contractor's information (records, data, compensation records) pertaining to the Contract.
2. The Bergen County Sheriff's Office / County of Bergen requires Contractor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which call charges (including fees) and commissions can be determined. The records shall include all CDRs, EMI billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of the Contract.
3. The Bergen County Sheriff's Office / County of Bergen reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the Bergen County Sheriff's Office's sole choice.
4. For the purpose of aiding in investigations, Contractor must retain information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of five (5) years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

5.5 EMPLOYEE INFORMATION AND REQUIREMENTS

1. All employees who will work for Contractor or its subcontractor(s) must successfully pass a background clearance check and be approved by the Bergen County Sheriff's Office. The successful Proposer shall allow at least seven (7) days to process the background check.
2. Employees with a criminal record shall not enter the Facility(s). Failure to comply with this stipulation after the award of the Contract shall be considered a breach of contract.

3. The Bergen County Sheriff's Office / County of Bergen shall have the sole right, at any time, to reject any such employee who, in the Bergen County Sheriff's Office's judgment poses a risk or potential risk to the security or operations of the Facility(s).
4. All Contractor employees must comply with the Facility(s) written policies and procedures related to Facility security and must complete the New Employee Orientation Program before hire or within the first sixty (60) days of employment.
5. Contractor shall be fully responsible to the Bergen County Sheriff's Office / County of Bergen for all work performed pursuant to the Contract by Contractor's employees, subcontractors, or others who may be retained by Contractor with the approval of the Bergen County Sheriff's Office.
6. Contractor shall be required to conform to the Labor and Employment Laws of the State of New Jersey and the various acts amendatory and supplementary thereto.
7. Contractor shall comply with the Drug-Free Workplace Act, 41 USCA § 701.

5.6 SECURITY

1. Contractor agrees to abide by any and all of the rules and regulations, policies and procedures, as well as any directives and/or orders by the Bergen County Sheriff's Office.
2. Contractor warrants and represents that its employees have successfully completed pre-employment health and drug screening examination at Contractor's sole expense. The Bergen County Sheriff's Office / County of Bergen reserves the right to have Contractor's employees submit to photographing and fingerprinting at the expense of the Bergen County Sheriff's Office.
3. The Bergen County Sheriff's Office / County of Bergen shall issue a photo identification card and require it to be worn by Contractor's employees whenever they are present at the Facility. Contractor shall return all identification cards to the Bergen County Sheriff's Office / County of Bergen within one (1) day for staff no longer on-site or for staff removed from the premises at the request of the Bergen County Sheriff's Office. Employees not previously screened for admittance will not be admitted to the Facility(s) without authorization from the Bergen County Sheriff's Office.

5.7 CONTRACT MONITOR

1. The Contract Monitor will ensure compliance with the Contract; Contractor shall work closely with the Contract Monitor, including providing reports and statistical information as required/requested and with timely response to all inquiries.

2. In addition, the Bergen County Sheriff's Office / County of Bergen may engage third party consultants as a Designated Agent in the management of the day-to-day operations of the inmate telephone Contractor. If the Designated Agent is engaged, Contractor will cooperate fully with the Designated Agent as directed by the Bergen County Sheriff's Office, including in the operation of the inmate telephone system.

6 SCOPE OF WORK

6.1 GENERAL SCOPE OF WORK

1. The Bergen County Sheriff's Office / County of Bergen requires a turnkey **ONSITE** installed system for inmate calling which shall include, without limitation, collect, pre-paid collect, pre-paid cards, debit, and free as described herein. Contractor shall install and operate inmate telephones and related equipment. Contractor shall, without cost to the Bergen County Sheriff's Office, provide all wiring for the inmate telephones visitation stations, install the inmate telephones, visitation stations and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid cards, debit and free calls as well as conduct visitation sessions from the Facility(s). The Bergen County Sheriff's Office / County of Bergen reserves the right to add/change/modify any phones associated with the ITS at any time.
2. Proposer shall supply details of its proposed ITS which shall include, but not be limited to: system version (if Proposer uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.
 - a) Include a description, as well as visual aids, of the inmate telephone sets, TDD units and cart/portable sets proposed for installation at the Facilities.

6.2 STANDARDS

Inmate telephone services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate telephone service in correctional facilities.

6.3 ITS-INSTALLATION REQUIREMENTS

1. In its response to this RCCP, Proposer shall submit an implementation plan for the ITS and which shall include an installation schedule for each Facility. Initial installations of the ITS must be completed within sixty (60) days of the effective date of the Contract. The implementation plan will become a part of the Contract and must be followed.
 - a) If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Contractor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. However, Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.
 - b) Should Contractor incur liquidated damages, the Bergen County Sheriff's Office / County of Bergen will invoice Contractor. Payment of the invoice shall

be made to the Bergen County Sheriff's Office / County of Bergen within thirty (30) days of Contractor's receipt of the invoice.

2. Contractor shall be responsible for all costs associated with the ITS which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain the proposed ITS in good working order and in compliance with the equipment manufacturer's specifications.
3. Contractor's ITS shall not be configured to reside on or use the Bergen County Sheriff's Office's network. The exception to this is playback of recorded phone calls may be done thru the Sheriff's Office network provided a Cisco firewall is installed between the inmate phone network and the Sheriff's Office network.
4. Contractor agrees to obtain the Bergen County Sheriff's Office's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
5. Contractor shall install the telephones, and ITS equipment and software in accordance with the manufacturer's specifications.
6. All telephone equipment provided shall be fully operational at the time of the initial installation.
7. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate telephones is specified in **Appendix B – Facility Specifications**. Placards containing dialing instructions in both English and Spanish shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any exterior removable parts.
8. Contractor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Contractor upon the Bergen County Sheriff's Office's request and at no cost.
9. Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facilities is at the risk of Contractor any may only be used with prior approval from the Bergen County Sheriff's Office. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Contract by Contractor becomes the Bergen County Sheriff's Office's property upon termination and/or expiration of the Contract.
10. Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance

(EIA/TIA) wiring standards for commercial buildings and must be approved by the Facilities maintenance personnel.

11. At no cost to the Bergen County Sheriff's Office, Contractor shall install additional telephones, monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded Facilities.
 - a) If the installation of the additional telephones is not completed within thirty (30) days, Contractor may incur liquidated damages in the amount of \$500.00 for each day beyond the thirty (30) day installation date until the installation is complete. However, Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.
 - b) Should Contractor incur liquidated damages, the Bergen County Sheriff's Office / County of Bergen will invoice Contractor. Payment of the invoice shall be made to the Bergen County Sheriff's Office / County of Bergen within thirty (30) days of Contractor's receipt of the invoice.
12. Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment on all lines used for the ITS.
13. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply (UPS) back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
 - a) Contractor shall provide the UPS back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
14. The Contractor / Offer shall provide for adequate heating /cooling for all network devices such as servers, recorders, switches, and storage devices etc. that are installed by the contractor /offer.
15. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified.
16. Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the Bergen County Sheriff's Office, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities.
17. Contractor shall correct any damage to the Bergen County Sheriff's Office's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
18. Contractor shall install, repair and maintain all Contractor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.

19. Upon completion of the initial installation and any ongoing installations, Contractor shall provide the Bergen County Sheriff's Office with a list of telephone numbers, equipment specifications and locations of each device/unit.
20. Proposer shall indicate any environmental conditions required for the proposed ITS; indicate whether Proposer proposes to make any changes to the phone room at the Facilities based on the site evaluation.
21. Proposer must indicate the physical size of the ITS equipment to be installed at the Facilities and provide a diagram or visual aid.
22. Contractor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked at each termination point after the completion of each installation.
23. Contractor shall install/mount its equipment in accordance with the Bergen County Sheriff's Office's requirements.

6.4 ITSTRANSITION

1. For the initial installation, Contractor will work with the County of Bergen and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by the Bergen County Sheriff's Office.
2. Upon expiration, termination, or cancellation of the Contract, Contractor shall accept the direction of the Bergen County Sheriff's Office / County of Bergen to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
 - a) Contractor acknowledges that the CDRs, call recordings, documentation, reports, data, etc., contained in the ITS are the property of the Bergen County Sheriff's Office. The Bergen County Sheriff's Office / County of Bergen acknowledges the ITS hardware and software are the property of Contractor.
 - i. The CDRs, call and video visitation recordings, documentation, reports, data, etc. shall be provided to the Bergen County Sheriff's Office / County of Bergen by Contractor on a storage medium and in a user-friendly, searchable and electronic format at no cost to the Bergen County Sheriff's Office / County of Bergen within fifteen (15) days following the expiration and/or cancellation of the Contract. Contractor shall accept the Bergen County Sheriff's Office's reasonable decision whether the solution provided is acceptable.
 - b) Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by the Bergen County Sheriff's Office. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications

of the Contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the Contract. Commissions will be due and payable by Contractor to the Bergen County Sheriff's Office / County of Bergen at the percentage provided in the Contract until collect, debit and/or pre-paid calls and video visitation sessions are no longer handled by Contractor.

3. Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of wiring/cabling associated with the ITS and VVS.

6.5 ITS AND USER APPLICATION SPECIFICATIONS

1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling.
2. All calling systems shall be able to fully comply with all ACA – AJA and other correctional system standards throughout the life of the contract. The offer shall modify and or meet any accreditation standards at no additional cost to the Bergen County Sheriff's Office or the County of Bergen.
3. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
4. Contractor agrees to install the quantity of telephones, booths, etc. required by the Bergen County Sheriff's Office / County of Bergen as outlined in **Appendix B – Facility Specifications**.
5. Contractor shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.5% of the time. The Bergen County Sheriff's Office / County of Bergen reserves the right to require Contractor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Contractor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Contractor at no cost to the Bergen County Sheriff's Office.
6. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones installed must include volume control. Contractor shall accept the Bergen County Sheriff's Office's reasonable decision regarding whether the reception quality is acceptable.
7. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation (positive acceptance). Voice recognition is not an acceptable method for positive acceptance.

8. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc. Proposer shall provide information on how the proposed ITS will be able to meet this requirement.
9. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
10. With each call, the ITS must provide an automated message to advise the called party that:
 - a) That the call is coming from a correctional facility;
 - b) The call is coming from a specific inmate; and
 - c) The call may be monitored and recorded.
 - d) The call may be declined.
11. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
12. The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
 - a) The inmate may record a name each time a call is placed. The Bergen County Sheriff's Office / County of Bergen requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - b) The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. The Bergen County Sheriff's Office requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - c) No name is recorded. If the Bergen County Sheriff's Office selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.
13. Proposer shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad. Proposer shall provide a script of the call acceptance information provided to the called party.
14. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. Proposer shall indicate whether the called party will be able to select the preferred language for call prompts.

15. Contractor shall subscribe to the LEC Line Information Data Base (LIDB). Contractor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening (BNS). Contractor must assume all responsibility for the cost and accuracy of validation.
16. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Proposer shall provide a list of the available recordings as well as a complete description of each. The Bergen County Sheriff's Office reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to the Bergen County Sheriff's Office and within thirty (30) days of the request.
17. Proposer shall provide information on any security configurations available within the ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator, etc.).
18. Following the dialing sequence, Proposer shall indicate whether the ITS can be configured to:
 - a) Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.);
 - b) Place the inmate on-hold and not permit the inmate to hear the call progress.
19. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
20. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by the Bergen County Sheriff's Office / County of Bergen and at no cost to the Bergen County Sheriff's Office / County of Bergen and without the assistance of Contractor.
21. Proposer must specify its process for completing calls that would otherwise be blocked because of Competitive Local Exchange Carriers (CLEC), cell phones and unbillable issues. Proposer shall also identify the average percentage of calls that fail validation because of CLEC, cell phones and unbillable issues.
22. The ITS user application shall allow the Bergen County Sheriff's Office / County of Bergen to query the CDRs for inmate activities and calling patterns.
23. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
 - a) Inmate Name (First, Last);
 - b) Inmate Personal Identification Number;
 - c) Record Identifier;
 - d) Date Range (Start Date/Time and End Date/Tim);
 - e) Facilities;
 - f) Called Number;

- g) Originating Number;
 - h) Station Port;
 - i) Station Name;
 - j) Call Type;
 - k) Bill Type;
 - l) Duration (minimum and maximum);
 - m) Call Amount;
 - n) Flagged Calls;
 - o) Monitored Calls;
 - p) Recording Type;
 - q) Completion Type;
 - r) Termination Type;
 - s) Validation Result;
 - t) Pre-Paid Card ID Number;
 - u) Phone Group(s);
 - v) Visitation Phone(s); and
 - w) Custom Search.
24. The ITS user application shall allow CDR query results to be exported in a format selected by the Bergen County Sheriff's Office(.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Proposer is able to meet this requirement.
25. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
- a) Call Statistics by Date Range;
 - b) Frequently Called Numbers;
 - c) Frequently Used Personal Identification Numbers;
 - d) Commonly Called Number;
 - e) Call Detail Report;
 - f) Gross Revenue Report by Date Range;
 - g) Facility Totals and Statistics;
 - h) Called Party/Number Accepting Report;
 - i) Fraud/Velocity Report;
 - j) Total Calls;
 - k) Calling List (PAN) Report;
 - l) Pre-Paid Card Report;
 - m) Debit Usage Report;
 - n) Debit Balance and Funding Report;
 - o) Pre-Paid Card Balance Report;
 - p) Bill and Call Type Distribution;
 - q) Phone Usage;
 - r) Reverse Look-Up;
 - s) User Audit Trail; and
 - t) Voice Verification.

26. The ITS user application shall allow the Bergen County Sheriff's Office to export the reports in a format selected by the Bergen County Sheriff's Office (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Proposer is able to meet this requirement.
27. The ITS shall have the capability to customize reports in a form mutually agreed upon by the Bergen County Sheriff's and the Contractor.
28. Contractor's ITS user application shall at a minimum allow:
 - a) The creation, modification and deactivation of user accounts;
 - b) The creation, modification and deactivation of inmate accounts;
 - c) The creation and modification of telephone numbers in the ITS;
 - d) Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - e) Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - f) Block/unblock telephone numbers without the assistance of Contractor; and,
 - g) Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
29. Proposer shall indicate whether the ITS has the capability to allow the Bergen County Sheriff's Office / County of Bergen to create, view and track service tickets associated with the ITS or Facilities.
30. Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc. Proposer shall provide detailed information on the frequency Proposer performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.
31. The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD).
 - a) Contractor shall provide the number of TDD telephones and ports specified in Appendix B – Facility Specifications.
 - b) Proposer must indicate how the TDD telephones work with the proposed ITS.
 - c) Proposer shall provide detail on how TDD calls can be recorded and monitored via the ITS.
 - d) Proposer shall provide detail on how call controls configured in the ITS are preserved for calls placed via a relay service (e.g. blocked telephone numbers, etc.).
 - e) Proposer shall indicate whether TDD calls can be billed. If so, Proposer shall provide detailed information on the billing process used for TDD calls.

32. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
33. The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by the Bergen County Sheriff's Office, shall be provided at no cost to the Bergen County Sheriff's Office. Contractor shall accept the Bergen County Sheriff's Office's direction for how pro bono calling services are configured via the ITS.
34. Contractor shall be able to establish an informant line at no cost to the Bergen County Sheriff's Office. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by the Bergen County Sheriff's Office. Contractor shall accept the Bergen County Sheriff's Office's direction for how the informant line is configured through the ITS.
35. Contractor shall work with the Bergen County Sheriff's Office to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Contractor shall:
 - a) Route free calls via the ITS to a destination provided and designated by the Bergen County Sheriff's Office / County of Bergen which may be the same as that used for the Bergen County Sheriff's Office / County of Bergen informant line.
 - b) At no cost to the Bergen County Sheriff's Office, provide a telephone line to the Bergen County Sheriff's Office / County of Bergen dedicated for PREA calls to which the calls will be routed as free.

6.6 SECURITY FEATURES

1. The ITS shall prohibit:
 - a) Direct-dialed calls of any type;
 - b) Access to a live operator for any type of calls;
 - c) Access to "411" information services;
 - d) Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
 - e) Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
 - f) Access to any specific numbers the Sheriff's Office wants blocked or prohibited.
2. The ITS shall prevent call collision or conference calling among telephone stations.
3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). The Bergen County Sheriff's Office must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:

- a) At demarcation location;
 - b) Central control; and
 - c) By select housing units.
4. The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.
 5. Proposer shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facilities is placed (e.g. unknown number, Proposer's customer service number, B-1, ANI, etc.).
 6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. Proposer shall provide a list of the available pre-recorded announcements. Proposer shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
 7. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
 - a) Indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.
 - b) Specify the method used by Proposer to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.
 8. Indicate whether the ITS is capable of detecting and terminating Remote Call Forwarding (RCF) calls. If Proposer's ITS is unable to detect RCF, provide the status of Proposer's research and development relative to the detection of RCF calls.
 9. The ITS shall allow the called party to block their telephone number during the call acceptance process.
 10. As specified by the Bergen County Sheriff's Office, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
 11. The ITS shall be capable of the following:
 - a) Limiting the length of a call; the current call time limit for the Facilities is specified in **Appendix B – Facility Specifications**;
 - b) Providing service at specified times of the day; and
 - c) Allowing a maximum number of calls, minutes, or seconds per inmate, per week, month, or other time frame as specified by the Facilities.
 - i. Bergen County Juvenile Detention Center currently allows general population residents four (4) completed calls per week and federal population residents three (3) completed calls every seventy-two (72) hours.

6.7 PERSONAL IDENTIFICATION NUMBER APPLICATION

1. The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
 - a) The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
 - b) The capability to interface with the Facility's JMS. The County of Bergen currently utilizes Digital Solutions Incorporated (DSI); It is the Contractor's responsibility to establish the requirements necessary to interface with the JMS to ensure Contractor will be able to meet the PIN requirements listed below following JMS implementation. The Bergen County Sheriff's Office shall not be responsible for paying any amount associated with the required interface. This includes any fees charged by Digital Solutions Incorporated to interface to their systems. It is the contractors / offers responsibility to ensure that they have fully investigated and allowed for any interface fees that may be needed for this interface.
 - c) The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
 - d) The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
 - i. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - ii. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
 - iii. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 - iv. The ITS, without an interface with the JMS, auto-generates the complete PIN;
 - v. The ITS accepts a manually entered PIN.
 - vi. If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.).
 - e) The Bergen County Sheriff's Office currently utilizes a 4-6-digit PIN comprised of the inmate ID generated by the JMS.
 - f) The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent provider.
 - g) PINS shall **NOT** be required for booking/intake phone(s).
 - h) Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facilities or from any inmate telephone located at the Facilities.

- i) Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facilities or group of inmate telephones located at the Facilities.
 - j) The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
2. The ITS shall have the capability to store a list of Personal Allowed Numbers (“PAN”) associated with each PIN.
- a) PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - i. The quantity of approved telephone numbers within a PAN shall be configurable.
 - ii. Proposer shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
 - b) Proposer shall indicate whether the proposed ITS is capable of documenting all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).
 - c) ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
 - d) Proposer shall indicate whether the ITS is capable of auto-enrolling PANs to avoid manual entry.
 - e) Proposer shall indicate whether the ITS can accommodate a specific timeframe (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.

6.8 ITS MONITORING AND RECORDING REQUIREMENTS

1. The Sheriff’s Office is interested in any advanced monitoring features not detailed in this RCCP. Please include detailed monitoring features your proposal may offer. If these advanced monitoring features include any additional costs these costs must be clearly defined on Appendix C Calling Rates and Commissions.
2. The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege. The ITS shall be able to exclude restricted or privileged calls and clearly designate non-recorded calls within the ITS user application.
3. The ITS shall allow designated users at the Facilities to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application.
4. The ITS shall be capable of recording calls in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
5. The ITS shall provide simultaneous playback and continuous recording of calls.
6. Playback of calls shall allow the playback operator to choose to listen to any pre-call

setup and notifications or allow the call playback to omit the call setup from the playback.

7. The playback of calls shall allow the playback operator the ability to choose to bypass any dead air or non-talking time within a call.
8. Live monitoring shall allow the Bergen County Sheriff's Office to view, at a minimum, the following information in chronological order. Proposer shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.
 - a) Call Start Time;
 - b) Facilities;
 - c) Phone Location Name;
 - d) Inmate Name;
 - e) Inmate PIN;
 - f) Called Number;
 - g) Called City, State;
 - h) Call Type;
 - i) Bill Type;
 - j) Call Status;
 - k) Duration; and
 - l) Voice Verification.
9. All CDRs, including all attempted and completed calls, shall be stored online for a minimum period of 2 years and stored offline for a minimum period of 2 years following the expiration of the Contract.
 - a) Proposer shall provide detailed information of its offline storage process.
10. All call recordings shall be stored online for a minimum period of two (2) years and offline for a period of two (2) years following the expiration or termination of the Contract and any Addenda and/or Amendments.
 - a) Proposer shall provide a detailed description of its proposed method for storing call recordings, to include information on Proposer's data redundancy practices.
 - b) Proposer shall provide detailed information of its proposed offline storage process.
11. Contractor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to the Bergen County Sheriff's Office throughout the life of the Contract and any renewal terms.
12. Contractor shall pay the Bergen County Sheriff's Office liquidated damages in the amount of \$500.00 per each instance wherein the Bergen County Sheriff's Office / County of Bergen suffers one or more lost, unrecoverable or un-useable recording(s). The Bergen County Sheriff's Office / County of Bergen agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings. Contractor shall be notified of the total

amount due via written notice from the Bergen County Sheriff's Office. The Bergen County Sheriff's Office / County of Bergen will invoice Contractor and payment shall be due within thirty (30) days of Contractor's receipt of invoice.

13. Contractor shall provide the Bergen County Sheriff's Office / County of Bergen with up to four (4) workstations, working real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). In addition to Contractor-provided workstations, and at the request of the Bergen County Sheriff's Office, Contractor shall provide remote access to the ITS at no cost to the Bergen County Sheriff's Office.
 - a) Proposer shall provide a detailed description, as well as network requirements, for how real-time, anywhere, anytime access to the ITS user application shall be accomplished at no cost to the Bergen County Sheriff's Office.
 - b) The provision of remote access shall allow the Bergen County Sheriff's Office the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
14. For the term of the Contract, the Bergen County Sheriff's Office shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
15. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Proposer shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cell phone, pager, SMS text, email, etc.), and whether a security PIN for accessing the live call is required.
16. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Proposer shall provide a detailed description of the process for transferring/copying/exporting recordings.
17. The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
 - a) Provide a listing of any other file types allowed by the ITS.
 - b) Indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.
 - c) If Proposer proposes a centralized ITS solution, provide information on its capability to accommodate on-site storage of call recordings.
 - d) Proposer shall detail the total number of calls and call durations that can be simultaneously retrieved for playback and or copying to another storage medium. Proposer shall detail the expected time it will take the system to perform

this action.

- e) The copying of recorded calls shall not prohibit the listing to other calls or performing other actions while this process is being completed.
18. Proposer shall detail expected recall times (time it takes to have a called party available for playback) IE 1 minute phone call available for replay in 10 seconds, 10 minute phone call available for playback in 60 seconds).
 19. Proposer shall detail expected moving to alternate media times (time it takes to have a called party written to CD-ROM / DVD/ flash drive) IE 1 minute phone call copied and written in 10 seconds, 10 minute phone call copied and written in 60 seconds).

6.9 PRE-PAID / DEBIT APPLICATION

1. The pre-paid and/or debit application shall work with the ITS. Indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
2. The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Provide a detailed description of all pre-payment/deposit methods available.
3. The ITS shall provide the inmate with the balance of the pre-paid or debit account at the time of the call.
4. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
5. The pre-paid and/or debit application shall allow international calls.
6. Contractor shall be capable of configuring pre-paid cards for use outside of the Facilities. Proposer must provide detailed information on this process.
7. Proposer shall describe its process for accommodating real-time refunds associated with pre-paid and/or debit accounts.
8. The ITS shall be capable of interfacing with the current commissary provider for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. The current commissary provider is Keefe, Greg Stroman (908) 217-7172. Further, Proposer shall state whether it has an established business arrangement and interface with Keefe. It is Contractor's responsibility to initiate and establish a business relationship and necessary interfaces with Keefe. The Bergen County Sheriff's Office / County of Bergen shall not be responsible for paying any amounts associated with the required interface.

9. Contractor shall supply, at the Bergen County Sheriff's Office's request, signage, brochures, flyers regarding the ITS and/or Contractor's pre-paid and debit programs at no cost to the Bergen County Sheriff's Office.

6.10 TRAINING

1. Contractor shall provide onsite training to the Bergen County Sheriff's Office's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the Bergen County Sheriff's Office. Training manuals shall be provided to the Bergen County Sheriff's Office's staff at all training meetings and will become the property of the Bergen County Sheriff's Office.
2. When requested by the Bergen County Sheriff's Office, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.
3. Contractor will also provide full documentation for all of the ITS features.

6.11 ITS AND UPGRADES AND PERFORMANCE PROCESS

1. Contractor shall provide the Bergen County Sheriff's Office / County of Bergen with written notice, including detailed information, of any new ITS software upgrades or features, within thirty (30) days of the introduction of the new software or features into the industry.
2. Contractor shall adhere to the following performance process when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facilities. Any deviation from this process may result in liquidated damages incurred by Contractor. Such liquidated damages will be equal to \$300.00 per occurrence. Contractor shall be notified of the total amount due via written notice from the Bergen County Sheriff's Office. The Bergen County Sheriff's Office / County of Bergen will invoice Contractor and payment shall be due within thirty (30) days of Contractor's receipt of invoice.
3. Contractor shall perform extensive testing on all system changes or upgrades prior to introducing them to the Bergen County Sheriff's Office. At a minimum, this shall include the following:
 - a) Extensive testing on a system identical to that at the Facilities;
 - b) Circuit testing;
 - c) Configuration / setting preservation testing;
 - d) Call processing;
 - e) Debit/pre-paid card calling.
4. Contractor shall receive written permission from the Bergen County Sheriff's Office, before scheduling or proceeding with any functionality changes to the ITS at the Facilities, especially if the changes will cause an interruption in service.

5. Contractor shall provide the Bergen County Sheriff's Office with written details regarding any change to voice prompts or dialing procedures of the ITS. Contractor shall provide the Bergen County Sheriff's Office with written details regarding any change to messages or visitation procedures.
6. The Bergen County Sheriff's Office, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facilities of any ITS or visitation changes that affect the inmates.
7. Contractor shall work with the Facilities to schedule changes and/or upgrades during a time when the telephones or visitation stations are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the Bergen County Sheriff's Office / County of Bergen to implement the changes or upgrades to the ITS or visitation to avoid an interruption in service.
8. Contractor shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls and ensure the ITS is functioning properly.
9. All said changes shall be made by Contractor at no cost to the Bergen County Sheriff's Office.

6.12 GENERAL MAINTENANCE

1. Contractor shall respond to repair requests from the Bergen County Sheriff's Office / County of Bergen by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
2. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 8 business hours following notification of a service request or ITS. Contractor must exhibit to the Bergen County Sheriff's Office / County of Bergen a best effort approach to the completion of the repairs or replacement during the first 24- hours following notification of a problem. The Bergen County Sheriff's Office / County of Bergen shall be notified of progress and/or delays in progress until the problems are resolved. Contractor shall notify the Bergen County Sheriff's Office / County of Bergen any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
3. Contractor's failure to cure a service problem within ten (10) days of receiving notice shall constitute a default in accordance with **Section 2.7 – Termination Of Contract Item 2. Termination For Cause** contained herein.
4. Proposer shall provide the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Facilities.

5. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Contractor will assume liability for any and all such damages.
6. All operation, maintenance and repair issues regarding the ITS service shall be reported by Contractor to the Bergen County Sheriff's Office / County of Bergen promptly.

6.11 AUTOMATED INMATE INFORMATION SYSTEM

Contractor shall implement an automated inmate information system solution for the Bergen County Sheriff's Office / County of Bergen to provide automatic access of inmate information via phone. Proposer must provide an overview of the automated inmate information system solution specifying whether the technology is capable of providing general information, via an automated service, pertaining to an inmate's status within the Facilities and indicating whether the technology utilizes voice recognition. Proposer shall include details on how the technology is accessible by both the inmate and friends/family members as well as specifics regarding the information provided through the technology (e.g. court date, bail bond amount, release dates and etc.). The application shall have the capability to interface with the Bergen County Sheriff's Office's JMS. Proposer must provide two (2) references of facilities where this technology has been implemented for at least six (6) months.

- f) Detail any fees or charges associated with this technology. The Bergen County Sheriff's Office / County of Bergen will not be responsible for any cost associated with an interface if one is required to implement the automated information technology. This includes any fees charged by Digital Solutions Incorporated to interface to their systems. It is the contractors / offers responsibility to ensure that they have fully investigated and allowed for any interface fees that may be needed for this interface.

6.12 ADDITIONAL TECHNOLOGY

The Bergen County Sheriff's Office utilizes the Electronic Medical Records (EMR) from GE Fusion Inc. As part of the EMR system an interface for the phone system to this system is mandatory. The phone system shall be able to deliver the following information to the EMR system through a series of phone prompts.

PLEASE DETAIL IN YOUR PROPOSAL HOW THIS WILL BE ACCOMPLISHED.

PHONE PROMPTS

Welcome to the Bergen County Jail automated sick call system. If you consider the situation to be life threatening, or if you feel like harming yourself or another person, please hang up and notify a Correction Officer or other staff immediately

What type of appointment would you like to request?

- For a medical appointment, press 1 <GOTO MEDICAL>
- For a mental health appointment, press 2 <GOTO MENTAL>
- For a dental appointment, press 3 <GOTO DENTAL>

<MEDICAL>

Please select one of the following options that best describes your medical problem.

- If you're experiencing chest or arm pain, dizziness, sweating or nausea, press 1

Please select one of the following options that best describes your medical problem.

- If you're having chest pain, press 1 <GOTO END>
- If you have jaw or arm pain, press 2 <GOTO END>
- If you're dizzy, press 3 <GOTO END>
- If you're sweating, press 4 <GOTO END>
- If you're experiencing nausea, press 5 <GOTO END>

- If you're having shortness of breath, press 2 <GOTO END>

- If you're experiencing headache, difficulty speaking, vision or balance problems or numbness, press 3

Please select one of the following options that best describes your medical problem.

- If you have a headache, press 1 <GOTO END>
- If you're having difficulty speaking, press 2 <GOTO END>
- If you have vision or balance problems, press 3 <GOTO END>
- If you have numbness in fingers arms or legs, press 4 <GOTO END>

- If you're bleeding, press 4

Please select one of the following options that best describes your medical problem.

- If you're a female and you're currently menstruating, press 1 <GOTO END>
- If you're not a female or you are not currently menstruating, press 2 <GOTO END>
- If you're experiencing a cough, sore throat or difficulty swallowing, press 5

Please select one of the following options that best describes your medical problem.

- If you have a cough, press 1 <GOTO END>
- If you're coughing up sputum, press 2

Please select one of the following options that best describes your medical problem.

- If the sputum is red or brown, press 1 <GOTO END>
 - If the sputum is not red or brown, press 2 <GOTO END>
 - If you have a sore throat, press 3 <GOTO END>
 - If you're having difficulty swallowing, press 4 <GOTO END>
- If you're experiencing stomach, nausea or vomiting or cramping, press 6

Please select one of the following options that best describes your medical problem.

- If you're experiencing stomach problems, press 1 <GOTO END>
 - If you have nausea, press 2 <GOTO END>
 - If you're vomiting, press 3 <GOTO END>
 - If you have diarrhea, press 4 <GOTO END>
 - If you're cramping, press 5 <GOTO END>
- If you're experiencing urinary problems, press 7

Please select the option that best describes your urination problem.

- If you have pain during urination, press 1 <GOTO END>
 - If you're unable to urinate, press 2 <GOTO END>
 - If the color of your urine is red or brown, press 3 <GOTO END>
- If you have a rash or open wound, press 8

Please select one of the following options that best describes your medical problem.

- If you have a rash, press 1

Please select the option that best describes your rash.

- If the rash is all over your body, press 1 <GOTO END>
- If the rash itches, press 2 <GOTO END>
- For any other rash, press 3 <GOTO END>
- If you have an open wound, press 2 <GOTO END>

- If you have cold or flu-like symptoms, press 9

Please select the option that best describes your cold or flu symptoms.

- If you have a fever, press 1 <GOTO END>
- If you have chills, press 2 <GOTO END>
- If you have joint or muscle pain, press 3 <GOTO END>
- For all other cold and flu symptoms, press 4 <GOTO END>

<MENTAL>

Please select from one of the following options that best describes your mental health concern.

- If you are feeling depressed, tired, in a low mood, or anxious, press 1 <GOTO END>
- If you are feeling restless, or are having racing thoughts, press 2 <GOTO END>
- If you are having trouble sleeping, press 3 <GOTO END>

- If you are feeling that strange things are happening to me, or around me, press 4<GOTO END>
- If you are feeling confused most of the day, or not able to focus or concentrate at all, press 5<GOTO END>
- If you are seeing visions, or hearing voices talking to you, about you, or telling you to do things, press 6<GOTO END>
- If you are feeling that things are not real about you, or around you, press 7<GOTO END>

<DENTAL>

Please select one of the following options that best describes your dental problem.

- If you have pain or swelling in your mouth, press 1 <GOTO END>
- If you're requesting to have a tooth pulled, press 2 <GOTO END>
- Are you having a problem with a recent extraction site? Press 3 <GOTO END>

<END>

Your sick call request is now complete. Please verify that the following answers are correct. You selected:

[replays your selections]

- To confirm these answers and finish your call press 1
- To clear your answers and start this call over press 2
- To replay your answers press 3

Provide information on any additional technology or optional features that may be of interest to the Bergen County Sheriff's Office / County of Bergen (e.g. Cell Phone Detection, Word Recognition, Inmate Email, Voicemail, Administrative Phone System, Inmate Trust Account Deposit Processing, Kiosk Services, etc.). Provide detailed information on the functionalities of each as well as a complete description of the features and applications proposed.

- a) Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.

7 PROPOSAL EVALUATION AND SELECTION

7.1 EVALUATION FACTORS

- Proposals will be legally reviewed by the County of Bergen for submission completeness and response compliance to determine if the legal requirements of this RCCP are met. Proposals will be evaluated and scored by the County's internal evaluation committee (Evaluation Committee) on the basis of the criteria listed below.

If deemed necessary by the Evaluation Committee, the three highest scoring Proposers in addition to any numerically tied Proposers may be invited to conduct an oral interview with the Evaluation Committee. The Bergen County Sheriff's Office / County of Bergen shall provide an agenda specifying the items to be covered during the Proposer's oral interview. Additions, deletions or substitutions by Proposer may not be made to proposals during the oral interview, unless they may be viewed as a clarification(s).

Evaluation Criteria	Points Available
Responses to RCCP Requirements, Proposal Format, and Exceptions	10
Proposer Requirements, Reference and Information –	20
General Scope of Work – Including Installation and User Specifications	30
Security Features – Including Monitoring and Recording Requirements	20
Calling Rates and Commissions	20
Total Points Available Per Proposer	100

7.2 PROPOSAL EVALUATION PROCESS

- In accordance with the competitive contracting process, the County of Bergen will consider the Proposer submission, including commission, rates and fees offered and other factors, in accordance with the Evaluation Factors stated above.
- The Bergen County Sheriff's Office / County of Bergen reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Proposer's response.
- The Bergen County Sheriff's Office / County of Bergen reserves the right to review Proposer's contracts with its sub- contractors to ascertain whether Proposer has the necessary operational systems in place to fulfill the requirements of this RCCP.

4. The Bergen County Sheriff's Office / County of Bergen reserves the right to request clarification from Proposers during the evaluation of proposals. Such clarification is intended to assist the Bergen County Sheriff's Office / County of Bergen in awarding a Contract that is most advantageous to the Bergen County Sheriff's Office.
5. Proposals that do not meet the requirements set forth in this RCCP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified.
6. Each Proposer, by submitting a response, agrees that if the Bergen County Sheriff's Office / County of Bergen accepts its proposal, such Proposer will furnish all items and services upon the terms and conditions in this RCCP and the resulting Contract.
7. It is the intent of the Bergen County Sheriff's Office to have all call recordings, call processing, inmate phone call reporting, inmate phone call storage, and monitoring tools be located at the Bergen County Jail 160 S. River Street Hackensack, N.J. 07601. This requirement is in part based upon the State of New Jersey Attorney General guidelines for Law Enforcement Data. Vendors who proffer call storage, call processing, or call recordings off site at a centralized location not located at Bergen County Jail 160 S. River Street Hackensack, N.J. 07601 will be rejected for failing to comply with the specifications.

7.3 FINAL DECISION

The Bergen County Sheriff's Office / County of Bergen shall make the final selection of the awarded Proposer. Each Proposer that submitted a proposal will receive written notification of the Bergen County Sheriff's Office's final decision.

APPENDIX A—FORMS

MANDATORY DOCUMENTATION CHECKLIST

Each Proposer must complete this form and initial each entry:

1. _____ RCCP Document Submission Checklist (Appendix A)
2. _____ Acknowledgement of Receipt of Addenda (if addenda(um) received)
3. _____ Proposer Signature Page (fill out completely)
4. _____ State of New Jersey Business Registration Certificate
5. _____ Stockholder Disclosure Certification (2 pages – filled out completely)
6. _____ Non-Collusion Affidavit (fill out completely)
7. _____ Affirmative Action Requirement
8. _____ Americans with Disabilities Act form
9. _____ Disclosure of Investment Activities in Iran form (fill out completely)
10. _____ State of New Jersey Public Works Contractor Registration Certificate
11. _____ Consent of Insurance form (fill out completely)
12. _____ List of Subcontractors (if any)
13. _____ “Sunshine Form” for Disclosure of Political Contributions (fill out completely)
14. _____ Records and Expenses Visual Unconditional Examination 2 “REVUE 2” form
(fill out completely)
15. _____ Vendor Information

Proposer: _____ Date: _____

PROPOSER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the RCCP under **exact title** of the trade name, partnership, or proprietorship, and the RCCP must be signed by either the **owner** or a **partner and witnessed** by a **notary public**.
2. If a **Corporation**, the RCCP must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the RCCP documents (pages).
4. The Person who signs this RCCP form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF PROPOSER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF PROPOSER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____

DATE: _____

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR PROPOSAL AS NON-RESPONSIVE.

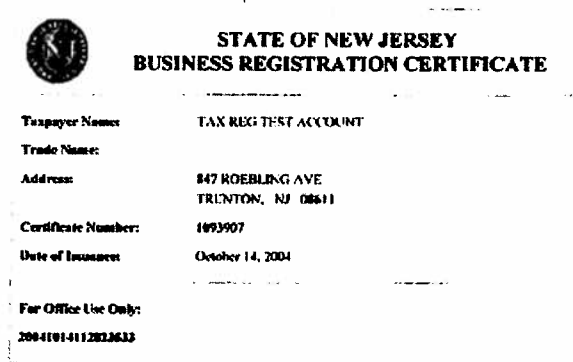
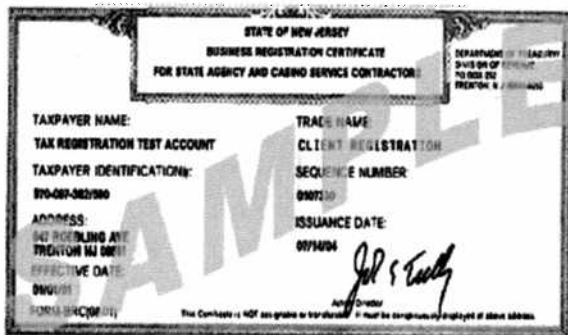
BUSINESS REGISTRATION Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the PROPOSER's business registration prior to the award of a contract. However, the proof must show that the PROPOSER was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of this RCCP.

If subcontractors are named in the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the PROPOSER, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of this RCCP.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue.



ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

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

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Proposer Company is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this _____ day of _____, 20_____
(Notary Public) _____ (Affiant)

My Commission expires: _____ (Print name & title of affiant)

(Corporate Seal);

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____

SS:

COUNTY OF _____

I _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the PROPOSER making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said PROPOSER has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive contract proposal in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the **BERGEN COUNTY SHERIFF'S OFFICE, NEW JERSEY** relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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 _____ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

Sign Name Here

Subscribed and sworn to before me this _____ day of _____, 20____.

(Original signature only; stamped signature not accepted)

Notary Public of the State of _____

My Commission expires: _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the RCCP form for the PROPOSER should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR RCCP WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT
Rev. 6/29/93
REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

Procurement, Professional & Service Contracts

All successful Proposers must submit within seven (7) days of the notification of award but prior to the execution of a contract, one of the following:

:

PLEASE CHECK ONE

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful Proposer does not submit the affirmative action document within the seven days the Bergen County Sheriff's Office / County of Bergen will declare the Proposer as being non-responsive and award the Contract to the next eligible PROPOSER.

Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **Bergen County Sheriff's Office / County of Bergen** (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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, any 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.

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF PROPOSER: _____

**STATE OF NEW JERSEY-- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

BID/RFP Number:

Bidder/Offeror:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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 party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. 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 a detailed, 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.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ATTACH AN ADDITIONAL SHEET.

Name:	Relationship to Bidder/Offeror:
Description of Activities:	
Duration of Engagement:	Anticipated Cessation Date:
Bidder/Offeror / 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 the State of New Jersey 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 State to notify the State 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 the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title:

Date:

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-G
Name of Form:	PUBLIC WORKS CONTRACTOR REGISTRATION
Statutory Reference:	N.J.S.A.34:11-56.48
Instructions Reference:	Statutory and Other Requirements VII-G
Description:	Used for public works contract when prevailing wage threshold will be exceeded.

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$11,892 for municipalities and \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc.

Because the PWCRA uses the definition of public works contracts under the prevailing wage law, where the law uses the term “bidding”, contracting units are advised to read that as meaning to “submit” a price proposal.” Thus, the law applies to the formal bidding process where the contract is awarded to the lowest responsible bidder, and the receipt of informal quotations awarded to the vendor whose proposal is the “most advantageous, price and other factors considered.”

Under the law a *contractor* is a “person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.]. It applies to contractors based in New Jersey or in another state.

The PWCRA defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,...
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

In order to provide guidance to contracting officials on implementing the law, nine key principles have been identified in the law. The nine items follow:

1. The law applies to all “public works contracts” that exceed the contracting unit’s prevailing wage threshold, as set by N.J.S.A 34:11-56.26 (a) and (b).
2. The law applies to contracts for which public bidding is required, as well as those for which quotations are received.
3. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals **are received** by the public entity.

For clarity, Local Finance Notice 2004-9 dated 4/28/04 uses the following term: “Received,” in context of when “proposals are received,” means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the vendor most likely to receive the contract award must submit to the public entity copies of certifications of all listed contractors.
6. The contracting agent must review the certificates to be sure they were in effect at the time the bid proposals were received.
7. Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.
8. Bid proposal documents need to inform those submitting proposals of these requirements.
9. Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

It is specifically recommended that language be included in specifications especially those sections regarding “Instructions to Bidders” advising potential bidders that:

1. All named contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
2. Any non-listed contractor must be registered with the Department of Labor prior to physically starting work.

A contractor’s certification can be confirmed by contacting the Department of Labor’s Division of Wage and Hour Compliance website (www.nj.gov/labor/lssc/lspubcon.html). This site only shows approved contractors; there is no “pending” approval or a “grace” period. If a contracting unit encounters a problem in its review of certifications, or difficulty in making an award because of a non-registered contractor, they should contact the Contractor Registration Unit as soon as possible.

N.J.S.A. 34:11-56.56 provides several methods for the Department of Labor to enforce the law. The Department can deny renewal, revoke or suspend the registration of a contractor for a period of not more than five years, or, as a condition of initial or continued registration, require a surety bond payable to the State of New Jersey.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit	Telephone: 609-292-9464
Division of Wage and Hour Compliance	Fax: 609-633-8591
New Jersey Department of Labor	E-mail: contreg@dol.state.nj.us
PO Box 389	Web site: www.nj.gov/labor/lssc/lspubcon.html
Trenton, New Jersey 08625-0389	

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

INSURANCE

The contractor shall assume all responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him and the County from any property damage or bodily injury claims arising out of the contracted work.

The insurance to be provided by the successful bidder shall be underwritten by companies as follows:

- a. Comprehensive General Liability insurance in an amount not less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The County of Bergen shall be included as an additional insured.
- b. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The County of Bergen shall be included as an additional insured.
- c. Worker's Compensation Insurance in the statutory limits including Employer's Liability in an amount no less than \$500,000.00.

All policies maintained shall name the County of Bergen as an additional insured and shall provide for thirty (30) days written notice to the County of cancellation and/or modifications of such policies, except for non-payment which would be ten (10) days, and the contractor/vendor shall provide the Office of County Counsel with certificates of insurance evidencing such policies and provisions.

All required insurance coverage must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

A current insurance policy in accordance with the above stated requirements shall be submitted with this bid.

Bidders lacking such coverage, must have the attached "Consent of Insurance" form fully executed and returned with this bid as proof that such coverage will be in place at the time of the signing of the contract. Evidence of actual insurance coverage must be by way of a policy which shall be submitted to the Office of County Counsel with the return of the signed contract.

Even when a vendor has no owned or leased automobiles, Hired & Non-owned Auto Liability insurance coverage, with minimum limits of \$1,000,000 CSL (Combined Single Limit) is required. "Hired" vehicle liability (symbol 8) provides for liability coverage for any vehicle the vendor may rent for use in its business activities (ex. a vendor "rents" or "hires" a truck to make a special delivery). "Non-owned" vehicle liability (Symbol 9) provides for liability coverage for any non-owned/leased vehicle the vendor may use in its business activities (ex. a vendor employee use his/her personal vehicle to perform a business function).

FAILURE TO ATTACH A CURRENT INSURANCE POLICY AND RETURN SAME WITH THIS BID OR FULLY EXECUTE THE ATTACHED "CONSENT OF INSURANCE" FORM WILL BE GROUNDS FOR REJECTION OF THIS BID.

CONSENT OF INSURANCE COVERAGE

WHEREAS, _____ as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the County of Bergen, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith.

NOW, THEREFORE BE IT KNOWN that, if the County of Bergen shall accept the bid of the Principal and the Principal shall enter into a contract with the County of Bergen in accordance with the terms of such bid, we the undersigned do hereby state that we will provide the Principal with insurance coverage as set forth below:

- a. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey.
- b. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The County of Bergen shall be included as an additional insured.
- c. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The County of Bergen shall be included as an additional insured.
- d. Worker's Compensation Insurance in the statutory limits including Employer's Liability in an amount no less than \$500,000.00.
- e. All policies maintained shall name the County of Bergen as an additional insured and shall provide for thirty (30) days written notice to the County of cancellation and/or modifications of such policies and we shall provide the Office of County Counsel with certificates of insurance evidencing such policies and provisions.
- f. All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Sworn to and subscribed before on this ____ day of _____, 20____

NOTARY PUBLIC

PRINCIPAL:

(Bidder's Company Name)

(Authorized Signature on Behalf of the Principal)

(Print Name)

INSURER:

(Insurer's Company Name)

(Authorized Signature on behalf of the Insurer)

LIST OF SUBCONTRACTORS

CHECK THIS BOX IF NO SUBCONTRACTORS WILL BE USED TO PERFORM THE WORK

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No.: _____

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No.: _____

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No.: _____

The PROPOSER is advised that any change of subcontractor(s) from ones listed herein is subject to the County's approval. Change of subcontractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

The undersigned PROPOSER certifies and declares that the subcontractors listed above shall be used as subcontractors to complete certain portions of the work in this project.

WITNESS

NAME OF PROPOSER

DATE

ADDRESS

By: _____
SIGNATURE ONLY

ORIGINAL
PRINT NAME AND TITLE

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE PROPOSAL PACKAGE.



County of Bergen
“Sunshine Form” for Disclosure of Political Contributions
Please fill out and attach to each resolution

DIRECT FINANCIAL DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

(A) VENDOR NAME or SPECIAL COUNSEL NAME _____

VENDOR ADDRESS or SPECIAL COUNSEL ADDRESS _____

VENDOR TELEPHONE NUMBER (____) ____ - _____ FAX # (____) ____ - _____

VENDOR REPRESENTATIVE NAME (Please Print) _____

VENDOR EMAIL ADDRESS _____

VENDOR REPRESENTATIVE SIGNATURE _____ DATE _____

(B) THE NAME OF THE PARTNERS OR SHAREHOLDERS OR, IF A PUBLIC CORPORATION, THE NAME OF THE CORPORATE OFFICERS AND DIRECTORS AS FOUND ON THE IOK OR IOQ FORMS REQUIRED TO BE FILED WITH THE FEDERAL SECURITIES AND EXCHANGE COMMISSION.

(C) CAMPAIGN CONTRIBUTIONS MADE, BY ANY INDIVIDUAL(S) AND/OR BUSINESS ENTITY LISTED IN (A) OR (B) (ABOVE) DURING THE PRIOR AND CURRENT CALENDAR YEAR TO THE FOLLOWING NAMED ELECTED OFFICIALS AND CONSTITUTIONAL OFFICERS:

(D) **No contributions (sign below and return, nothing else required except signature/date on this page only)**

I made no contributions and certify the foregoing to be true to the best of my knowledge and if I have made a deliberate misstatement I may be subject to punishment.

Signature: _____ Date: _____

Print your name: _____

OFFICIAL POSITION/ NAME (* Denotes Incumbent)

COUNTY EXECUTIVE James Tedesco (D)* _____

Kathleen A. Donovan (R) _____

SHERIFF Michael Saudino (R)* _____

SURROGATE Michael Dressler (D)* _____

COUNTY CLERK John Hogan (D)* _____

¹ This form shall be updated periodically to reflect new elected officials and candidates for office. However, it shall maintain the format and required disclosures contained herein.
 01.01.2015



County of Bergen
“Sunshine Form” for Disclosure of Political Contributions
Please fill out and attach to each resolution

FREEHOLDERS:

Maura R. DeNicola (R)*

John A. Felice (R)*

David L. Ganz (D)*

James J. Tedesco, III (D)

Thomas J. Sullivan, Jr. (D)*

Steven A. Tanelli (D)*

Joan M. Voss (D)*

Tracy S. Zur (D)*

Robert Avery (R)

Bernadette Walsh (R)

I made the contribution/s (listed above) and certify the foregoing to be true to the best of my knowledge and if I have made a deliberate misstatement I may be subject to punishment. (sign this section if a contribution is listed)

Signature: X _____

Date: _____

Print your name: _____

¹ This form shall be updated periodically to reflect new elected officials and candidates for office. However, it shall maintain the format and required disclosures contained herein.
01.01.2015



CLERK'S USE -----2015
DO NOT FILE WITH
EACH RESOLUTION

County of Bergen
Records and Expenses Visual Unconditional Examination 2 "REVUE 2" Form
Disclosure for Political Contributions – *INFORMATIONAL ONLY*
***Please file with the Clerk to the Board on January 1st and July 1st of each year**

**A copy of this form is available for public inspection without charge
at the office of the Clerk to the Board of Chosen Freeholders during normal work hours.**

DIRECT FINANCIAL DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

(A) VENDOR NAME or SPECIAL COUNSEL NAME _____
VENDOR ADDRESS or SPECIAL COUNSEL ADDRESS _____

VENDOR TELEPHONE NUMBER (____) ____ - _____ FAX # (____) ____ - _____
VENDOR REPRESENTATIVE NAME (Please Print) _____
VENDOR EMAIL ADDRESS _____
VENDOR REPRESENTATIVE SIGNATURE _____ DATE _____

(B) THE NAME OF THE PARTNERS OR SHAREHOLDERS OR, IF A PUBLIC CORPORATION, THE NAME OF THE CORPORATE OFFICERS AND DIRECTORS AS FOUND ON THE IOK OR IOQ FORMS REQUIRED TO BE FILED WITH THE FEDERAL SECURITIES AND EXCHANGE COMMISSION.

(C) CAMPAIGN CONTRIBUTIONS MADE, BY ANY INDIVIDUAL(S) AND/OR BUSINESS ENTITY LISTED IN (A) OR (B) (ABOVE) DURING THE PRIOR AND CURRENT CALENDAR YEAR TO THE FOLLOWING NAMED ELECTED OFFICIALS AND CONSTITUTIONAL OFFICERS:

(D) **No contributions (sign directly below and return, nothing else required except signature/date this page only).**

Signature: _____ Date: _____

Print your name: _____

OFFICIAL POSITION/ NAME (* Denotes Incumbent)

COUNTY EXECUTIVE	James J. Tedesco, III (D)*	_____
	Kathleen A. Donovan (R)	_____
SHERIFF	Michael Saudino (R)*	_____
SURROGATE	Michael Dressler (D)*	_____
COUNTY CLERK	John Hogan (D)*	_____

¹ This form shall be updated periodically to reflect new elected officials and candidates for office. However, it shall maintain the format and required disclosures contained herein.



CLERK'S USE -----2015
**DO NOT FILE WITH
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County of Bergen
Records and Expenses Visual Unconditional Examination 2 "REVUE 2" Form
Disclosure for Political Contributions – *INFORMATIONAL ONLY*
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FREEHOLDERS:

Maura R. DeNicola (R)*	_____
John A. Felice (R)*	_____
David L. Ganz (D)*	_____
Thomas J. Sullivan, Jr. (D)*	_____
Steven A. Tanelli (D)*	_____
James Tedesco (D)	_____
Joan M. Voss (D)*	_____
Tracy S. Zur (D)*	_____
Robert Avery (R)	_____
Bernadette Walsh (R)	_____

COUNTY POLITICAL PARTY COMMITTEE (Within Bergen County, Organization as listed below or its successor)

B.C. Republican Organization	_____
Democratic Committee of BC	_____
Other	_____

MUNICIPAL POLITICAL PARTY COMMITTEES (Within Bergen County)

Name of Organization – (e.g. Hackensack Republican/Democrat Organization)

_____	_____
_____	_____
_____	_____

OTHER POLITICAL CONTRIBUTIONS (i.e. Federal, State, Local, School Board)
 (You may attach additional sheets if necessary)

_____	_____
_____	_____
_____	_____

(Please check if Contributions listed above (sign below and return with signature/date).

Signature: X _____ Date: _____

Print your name: _____

¹ This form shall be updated periodically to reflect new elected officials and candidates for office. However, it shall maintain the format and required disclosures contained herein.

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: _____

Correspondence Address (including zip code):

Purchase Order Address (including zip code):

Payment Address (including zip code):

Telephone Number (including area code): ()

Email Address:

Fax Number (including area code): ()

Employer I.D. # or S.S. #:

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

APPENDIX B—FACILITY SPECIFICATIONS

Bergen County Jail

Opened in 1989, Bergen County Jail houses male and female inmates; the status of inmates range from pending municipal court hearings to pre-trial, county sentenced, state sentenced, and those awaiting transfer to other facilities.

FACILITY SPECIFICATIONS	
ADP:	702
Number of Beds:	997
Call Time Limit:	15 minutes
Hours of Availability for Inmate Telephones:	7AM-10PM
Inmate Telephones Required:	92
Required Telephone Cord Length (Inmate Telephones):	14"
Portable/Cart Phones Required:	2
TDD Units Required:	1
Workstations Required:	4

TOTAL CALL VOLUMES FOR CALANDER YEAR 2014

	Advance Pay Calling		Collect Calling		Debit Calling	
	Total Calls	Total Minutes	Total Calls	Total Minutes	Total Calls	Total Minutes
Interlata	825	8874	10	68	727	6784
International	18	221	12	65	1212	8897
Interstate	28856	279317	477	3075	103340	850573
Intralata	23750	247704	31379	192294	39255	373751
Local	70960	849823	8219	39679	180426	2125133

Bergen County Jail D-1 Unit

Bergen County Juvenile Detention Center is a secure facility for juveniles who have been arrested on serious delinquency charges.

FACILITY SPECIFICATIONS	
ADP:	25
Number of Beds:	72
Call Time Limit:	10 minutes
Hours of Availability for Inmate Telephones:	M-F 3:30PM-10:30PM
	Sa-Su* 10:30AM-10:30PM
Inmate Telephones Required:	12
Required Telephone Cord Length (Inmate Telephones):	12"
TDD Units Required:	1

NO CALL DATA IS AVAILABLE FOR THE JAIL D-1 UNIT

These will be the only calling statistics provided during the RCCP process.

APPENDIX C—CALLING RATES AND COMMISSIONS

All qualified vendors must conform to the following Rates, Fees allowed and Commissions offers. Use the following below to prepare offering. No additional charges/Fees will be allowed by the responder or any subcontractor / partner, unless approved by Bergen County in writing.

Bergen County mandates that all proposals conform to the following rules for pricing and fees as outlined below. Any deviation from the below or alternate pricing & fee schedules will result in a potential disqualification of the responder.

Local, IntraLata, InterLata & Interstate Rates:

Collect Per Minute No Surcharge:	\$0.21
Prepaid Per Minute No Surcharge:	\$0.21
Debit Per Minute No Surcharge:	\$0.21

International Rates	\$0.50
---------------------	--------

Fees Allowed:

Prepaid Deposit Fee:	\$5.95
Call Validation:	8%
FUSF	(Varies quarterly -defined by the FCC)
Taxes:	Required by law.

Commission (Gross Revenue): **65% on all completed In- state calls.**

Commission revenue is defined as all gross revenue from completed inmate calls excluding any fee(s) and or taxes.

Bergen County is not interested in prepaid commissions, signing Bonuses, Technology Grants, etc...Any vendor responding with said offer will be disqualified.

Upon release of the anticipated FCC ruling, the winning vendor is expected to confirm to those requirements.