



*Barbara Jo Crea, Director
Gary Quinn, Deputy Director
Virginia E. Haines, Commissioner
John P. Kelly, Commissioner
Frank Sadeghi, Commissioner*

*Tristin J. Collins, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent*

*County of Ocean
Administration Building
101 Hooper Avenue
Toms River, NJ 08754*

REQUEST FOR PROPOSALS
OCEAN COUNTY DEPARTMENT OF CORRECTIONS VIDEO VISITATION
MAINTENANCE

ADVERTISEMENT DATE: December 19, 2024
OPENING: January 9, 2025, 4:00 pm

REQUEST FOR PROPOSALS

The Ocean County Board of Commissioners is requesting proposals for the services of a firm to provide services for **Ocean County Department of Corrections Video Visitation Maintenance**.

All proposals must be received prior to **4:00 pm**, prevailing time on **Thursday, January 9, 2025**.

Proposals will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated on this notice.

By order of the Board of Commissioners of the County of Ocean.

Signed:

BARBARA JO CREA, Director

JENNIFER L. BOWENS, Purchasing Agent

Introduction to Proposers

Summary

The Ocean County Board of Commissioners is requesting proposals for the services of a firm to provide services for Ocean County Department of Corrections Video Visitation Maintenance.

Contact Information

For further information regarding these specifications, contact

Jennifer Bowens

Purchasing Agent

Email: ocpurchasing@co.ocean.nj.us

Phone: [\(732\) 929-2101](tel:(732)929-2101)

Department:

Corrections

Timeline

Advertising Date	December 19, 2024
RFP Receipt Date	January 9, 2025, 4:00pm Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

Instructions to Proposers

INTRODUCTION

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing Maintenance for a two year contract term.

The successful vendor(s) must have a minimum of two years experience in providing Video Visitation maintenance.

METHOD OF SUBMISSION

The County of Ocean is accepting **only electronic proposals** for this RFP. Submitting your proposal manually is cause for rejection.

You may only provide one (1) final submission which includes one (1) cost proposal and one (1) technical proposal. **DO NOT** submit a hard copy of your electronic submission.

NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".

Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available

Important Instructions for Electronic Submittal

The County is accepting electronic bid submissions with Open Gov by following these instructions:

Sign up for a FREE account at <https://procurement.opengov.com/portal/oceancounty>

Once you have completed account registration, browse back to this page: [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/)

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. **DO NOT WAIT UNTIL THE LAST MINUTE.** The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the OpenGov bid submission page.

Mandatory Equal Employment Opportunity

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Americans with Disabilities Act

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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 COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 provision 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Proposer's Understanding of the Project Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?</p> <p>How well has the proposer identified pertinent issues and potential problems related to the project?</p> <p>Has the proposer demonstrated that they understand the deliverables the County expects them to provide?</p> <p>Has the proposer fully responded to all the questions set forth herein?</p> <p>Does the proposal depict a logical approach to fulfilling the requirements of the RFP?</p>	Points Based	30 <i>(30% of Total)</i>
2.	<p>Experience and Qualifications Do the individuals assigned to the project have experience on similar projects?</p> <p>Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?</p> <p>How extensive is the applicable education and experience of the personnel designated to work on the project?</p> <p>Has the proposer demonstrated experience in completing similar projects?</p> <p>How successful is the general history of the proposer regarding timely and successful completion of the projects?</p> <p>Has the proposer provided letters of reference from previous clients?</p>	Points Based	30 <i>(30% of Total)</i>
3.	<p>Contractual Conditions Has the proposer provided a sample Certificate of Insurance evidencing the required types and levels of insurance coverage?</p> <p>If the proposer requested any modifications to the Specifications, are they reasonable and acceptable to the County?</p>	Points Based	30 <i>(30% of Total)</i>

4.	<p>Cost Once the list of Proposers has been rated on the above scoring system, the cost proposals for the highest scoring vendors will be evaluated. The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set forth below:</p> <p><u>(lowest cost proposal) x (max points) = points awarded</u> (amount of proposal being rated)</p>	Reward Low Cost	<p>10 <i>(10% of Total)</i></p>
----	--	-----------------	--------------------------------------

Scope of Work

SCOPE OF WORK

Please refer to the PDF under "Attachments - Project Documents" to view the downloadable RFP document and Scope of Work.

Vendor Questionnaire

OpenGov Vendor Account Verification*

I hereby confirm that I am logged into OpenGov using an account directly associated with the Business Name (and corresponding Tax ID number) as provided in all solicitation documentation. I fully understand that, if awarded a contract with Ocean County, the company information listed in the Contract Information Field will be used for the preparation of all contract documents. *Failure to adhere to these requirements may result in the rejection of this bid.*

Please confirm

*Response required

DOCUMENTS TO BE EXECUTED*

Documents include:

- Signature Page
- Non-Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

Please note: The County's preferred method of submission is DocuSign.

[Click here to go to the form](#)

*Response required

CONTRACT INFORMATION*

Should your company be awarded a contract with Ocean County, please provide the contact name and address where the contract documents should be mailed.

*Response required

Certificate of Employee Information Report

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.**

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

If yes, please upload a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

If yes, please upload a photocopy of such certificate.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Copy of New Jersey Business Registration Certificate

A Valid BRC is required Prior to Award of Contract. Please upload your company's BRC.

Use the following link to check the status of your company's BRC:

https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

NOTE: a BRC is not required at the time of submission, only prior to award of the contract.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Mandatory Equal Employment Opportunity Statement*

Does the PROPOSER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

*Response required

Americans with Disabilities Act Provisions*

Does the PROPOSER comply with the [#Americans with Disabilities Act Provisions?](#)

Yes

No

*Response required

TECHNICAL PROPOSAL *

Please upload your technical proposal for Ocean County Department of Corrections Video Visitation Maintenance.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

*Response required

REFERENCES

Please upload your references for Ocean County Department of Corrections Video Visitation Maintenance.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

CERTIFICATE OF INSURANCE

Please upload your Certificate of Insurance for Ocean County Department of Corrections Video Visitation Maintenance.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

COST PROPOSAL*

Please download this Cost Proposal Form, complete, and upload.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

- [RFP- OC Dept of Correction ...](#)

*Response required

ADDITIONAL VENDOR DOCUMENTATION

Please use this area to include additional paperwork you wish to be considered as part of this RFP.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

PROPOSAL SUBMISSION ACKNOWLEDGMENT*

The County of Ocean is accepting only electronic proposals for this RFP. Submitting your proposal manually is cause for rejection. You may only submit one (1) proposal. DO NOT submit a hard copy of your proposal. Please confirm that you understand that the method of submission is electronic ONLY and that submitting a proposal manually is automatic cause for rejection.

- Please confirm
*Response required

SUBMISSION OF PROPOSAL FORMS*

Proposers shall complete all documents and acknowledge all terms included with this package. All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

- Please confirm
*Response required

SCOPE OF WORK

The successful vendor shall provide preventive and remedial on-site maintenance of the GTL Video Visitation System. The following maintenance service plan capabilities requested by Ocean County Department of Corrections, including but not limited to:

1. Unlimited, Non-Emergency Telephone Support, including on-line system diagnostics and maintenance between normal business hours of 7:30 a.m. to 9:00 p.m. (Eastern Time), Monday through Friday (excluding holidays) and Saturday and Sunday from 7:00 a.m. to 3:00 p.m. for a period of 12 months.
2. Level 2 System Support and Upgrades.
3. The successful vendor shall have the ability to provide service for any work involving the integration of our current arraignment station to function in a similar manner to all our other visitor monitor stations. This shall include but not limited to any upgrades and expansions to the Bridge/Gateway necessary for the existing Tanberg System to talk and communicate to our current GTL VVS software system. Communication shall include both the Superior and Municipal Courts to talk to any new and existing arraignment stations in the County Jail.
4. Hardware Maintenance and Replacement
5. Parts Depot Service - single source parts ordering for all system components originally furnished by GTL VVS with no minimum order restrictions.
6. Quarterly Site Visits - Four site visits by a trained service technician based in New Jersey on a quarterly basis over a period of 12 months in order to: a.) perform recommended preventive maintenance tasks, b.) review and assess system condition and operation, and c.) perform system repairs coordinated and scheduled for disposition prior to the site visit. Visits will be scheduled during normal working hours.
7. System Assessment Report - At the conclusion of each site visit, a written report shall be issued to the customer reflecting a list of the tasks performed and results of the system condition assessment. Where identifiable, incipient device failures will be reported along with a recommended course of action for equipment, repair or replacement. The customer shall then decide to authorize the repair and the timing for repair. The customer shall have the option to authorize additional on-site hours or site visits to defer the services until the next equal quarterly site visit.
8. Warranty – Parts and labor provided under this plan and under extended services are warranted for a period of 90 days.

OPTIONAL ADD-ON

SECTION 1- INTERNET VIDEO VISITATION SYSTEM - From Home/Remote add on to existing GTL/Renovo Proprietary System:

I. INTERNET VIDEO VISITATION SYSTEM DESCRIPTION (HEREIN KNOW AS VVS)

Provide all labor, equipment, materials, software, installation, configuration (hardware, software and networking), documentation, testing, and training of the VVS as required herein.

Internet video visitation must be offered through Ocean County's existing GTL (Renovo) VisManager software and video visitation stations. No substitutes or alternative internet video visitation system are compatible with the VisManager system that the County currently uses and there is no desire to replace the existing video visitation system. GTL VisAnywhere (internet visits module) and VisPay (revenue generation module) will be added to the existing VisManager application.

II. VIDEO VISITATION STATIONS, NETWORK, AND SERVERS

Existing VisStation video conferencing codecs contain multiple non-proprietary CODECS. Must utilize Adobe Flash - for "at home" internet visitations. VVS servers shall be installed locally within the facility's internal server environment.

Flash Server

Can be installed on the existing recording/storage server or optionally on a separate server for security reasons (example located in DMZ) per facility security policy.

Facility shall be responsible for any and all bandwidth required for Internet video visitations.

III. INTERNET VIDEO VISITATION SOFTWARE - HOME/REMOTE

Internet Visitation Management Software VVS can automatically start each video visit at the designated start time. VVS shall allow the facility to determine if the visitor is required to check-in for a video visit to start.

For remote (Internet) visits officer must be able to have a real time video check-in with audio and video to determine authenticity and match with visitor picture on file with facility.

VVS shall allow the facility to check in those visitors visiting over the Internet via video chat between the officer and the visitor(s). VVS shall automatically attempt to reconnect stations if connectivity is lost VVS shall allow for an option to limit the number of simultaneous remote/internet video visits. VVS shall allow for real-time visitation monitoring of all live personal video visits.

a. VVS shall allow facility staff to stop, pause and restart any running visit

b. VVS shall allow for station reassignment during any running visit.

- c. VVS shall allow for visitation time extension during any running visit.
- d. VVS shall allow for Real-time monitoring of audio/video for up to eight visitations simultaneously per monitoring station screen.
- e. VVS shall rotate through all visits at user defined monitoring rate.
- f. VVS shall allow the facility to customize the number of visits per screen and the page rotation duration.
- g. User shall be capable of scanning through all active visits and select particular visit for monitoring.
- h. User shall be capable of locking a visit in place and removing it from the exit queue.
- i. User shall be able to stop, or pause and restart any visit.
- j. If recording sources are available, user shall be able to start recording a visit.

VVS must be able to automatically encrypt all professional video visitations to ensure no recording or monitoring can take place. VVS shall provide synchronized digital video and audio recording for all video visitation sessions.

- a. VVS shall allow facilities to configure recordings such that all video visitations will be recorded, only certain visitations will be recorded, and/or certain inmates and visitors will be recorded.
- b. Authorized users shall have the ability to mandate specific visits, visitors and/or inmates to be recorded.
- c. VVS shall incorporate an audit trail to track who has viewed and/or downloaded the recording file(s).
- d. VVS shall provide the option to display a start-up message and two separate visual warning messages on each visitation monitor.
- e. VVS shall provide the option to display an onscreen countdown clock timer on the inmate and visitor station
- f. VVS shall have the option to display "picture-in-picture" on the inmate and visitor stations.
- g. VVS shall allow the facility to create visitation billing charges
- h. VVS shall allow the facility to charge for visits when an inmate has exceeded his/her established free visit quota.

- i. VVS shall allow the facility to charge for all visits for a specific visitation center (example: all Internet video visits).
- j. VVS must have the ability to differentiate between professional visitors (e.g. allow public defenders to have free visits, while charging private attorneys for remote visits etc.)
- k. VVS shall allow visitation charges to be based upon per minute or per visit.
- l. VVS shall allow the facility to implement a non-refundable, non-commissionable processing fee.
- m. VVS shall allow the facility to assign billing rules to selected visitation centers and/or specific visitation center days or hours.
- n. VVS shall take into account inmates mandated free visit quota and dynamically calculate charges during the scheduling process
- o. VVS shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.
- p. VVS shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.
- q. VVS shall have capability of automatically refunding a visitor for a charged visit that has been cancelled as a result of:
 - Inmate release
 - Facility imposed restriction
 - Station unavailability
 - Facility event (example: weather closure, dorm lockdown)
- r. VVS shall allow authorized facility staff to override or refund visitation charges.

Software Support & Upgrades

1. Vendor must provide customer with 24x7x365 phone support.
2. Vendor must provide phone and email support as well as access to a customer support web portal.
3. Vendor must provide customer with software upgrades as they become available.
4. Vendor must provide support services directly to visitors through integrated live chat functionality built into the visitor registration, scheduling and remote/internet video visitation website. Visitor support to also include phone and email support services.

5. Vendor must provide customer with software upgrades as they become available.
6. Vendor must provide support services directly to visitors through integrated live chat functionality built into the visitor registration, scheduling and remote/internet video visitation website. Visitor support to also include phone and email support services.

SECTION 2-VIDEO VISITATION SYSTEM- Home/Remote- Rates & Charges:

1. Vendor will provide Home/Remote scheduled visits durations of 20 minutes based on the direction of the correctional facility. County reserves the right to change duration at any time. County understands this could affect rate.
2. Vendor will provide the per minute rate charge for Video Visitation Home/Remote in cost proposal.
3. No commissions are allowed to be paid to the Ocean County Correctional facility.
4. All revenue generated from home the At Home Video Visitation will be provided monthly along with detailed paid visitation detail report.
5. Vendor will comply with all Federal, State and Local taxes and laws.
6. Vendor will describe any and all costs to the County to activate Home/Remote solution with GTL's current ON premise Video Visitation System.
7. At Home Internet remote visitation capability, including rates charged to the end-users.

SELECTION CRITERIA

The Warden shall designate a committee to review and rank all responses. The selection criteria to be used in awarding a contract for the services described herein, shall include:

- 30% Proposer's Understanding of the Project**
- 30% Experience and Qualifications**
- 30% Contractual Conditions**
- 10% Cost**

Proposer's Understanding of the Project: Proposals will be evaluated against the questions set forth below:

- Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?
- How well has the proposer identified pertinent issues and potential problems related to the project?
- Has the proposer demonstrated that they understand the deliverables the County expects them to provide?
- Has the proposer fully responded to all the questions set forth herein?
- Does the proposal depict a logical approach to fulfilling the requirements of the RFP?

Experience and Qualifications: Proposals will be evaluated against the questions set forth below:

- Do the individuals assigned to the project have experience on similar projects?

Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?

How extensive is the applicable education and experience of the personnel designated to work on the project?

Has the proposer demonstrated experience in completing similar projects?

How successful is the general history of the proposer regarding timely and successful completion of the projects?

Has the proposer provided letters of reference from previous clients?

Contractual Conditions: Proposals will be evaluated against the questions set forth below:

Has the proposer provided a sample Certificate of Insurance evidencing the required types and levels of insurance coverage?

If the proposer requested any modifications to the Specifications, are they reasonable and acceptable to the County?

Cost: Once the list of Proposers has been rated on the above scoring system, the cost proposals for the highest scoring vendors will be evaluated. The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set forth below:

$$\frac{(\text{lowest cost proposal}) \times (\text{max points})}{(\text{amount of proposal being rated})} = \text{points awarded}$$

**** ATTENTION**** Responses received pursuant to this solicitation are subject to complete disclosure pursuant to the Open Public Records Act. Please note that disclosure includes any and all attachments and addenda supplementing the solicitation response. Accordingly, please do not include personal identifying information in any supplementary documents submitted with the solicitation response.

PROPOSAL SUBMISSION REQUIREMENTS

All responses to the Request for Proposal (“RFP”):

1. Must be submitted electronically and must be received prior to 4:00pm, prevailing time on the date on which they are to be unsealed.
2. The County will not be responsible for late submissions and no responses to this RFP will be accepted by the County if received after the time stipulated above.

AWARD

The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interests of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

The County reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

INDEMNITY CLAUSE

The proposer, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

INSURANCE REQUIREMENTS

The contractor shall maintain primary insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile. Except for Worker's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability, if applicable, shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- a. Liability arising out of the ownership, maintenance or use of any auto;
- b. Auto non-ownership and hired car coverage.

- c. Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County with Proposal (when requested).

ADDITIONAL INFORMATION

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

Payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Ocean County Board of Commissioners will make award within sixty (60) days after receipt of proposals.

The County of Ocean is exempt from any State sales tax or Federal excise tax.

“All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.”

PAY TO PLAY REQUIREMENTS

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

CERTIFICATION OF DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Disclosure of Investment Activities in Iran.

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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. Certification form must be completed prior to contract award and is provided in the specification documents (DocuSign).

TRANSITIONAL PERIOD (excluding Professional Contracts)

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one month, at the County’s request.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

COMPLETION OF DOCUMENTS

Proposer's shall complete all documents and acknowledge all terms included with this proposal package. All documents should be from this proposal package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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 COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 provision 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Cost Proposal

1. Annual Maintenance for the Video Visitation System

Year 1 Cost - \$_____ Year 2 Cost - \$_____

2. Additional ADD-ON - At Home Internet Video Visitation Proposal,
Will Cover All Cost Associated with the Software & Installation

\$_____ per year

Vendor will include all costs associated with software and installation

3. Additional ADD-ON - At Home Internet Video Visitation

\$_____ per minute

Vendor will provide the per minute rate charge for Video Visitation Home/Remote

Vendor must use this proposal page and provide prices in the format provided.