

County of Union

ADDENDUM No. 2

RESPONSES TO QUESTION RAISED BY PROSPECTIVE PROPOSERS FOR COMPETITIVE CONTRACT FOR MASS EMERGENCY NOTIFICATION SERVICES PROPOSALS DUE SEPTEMBER 4, 2013 AT 2:30 PM

A. QUESTIONS SUBMITTED AUGUST 12, 2013 BY ERMS CORP VIA EMAIL

- 1. ERMS CORP IS A CANADIAN ORGANIZATION LOCATED IN OAKVILLE, ONTARIO AND ARE NOT YET REGISTERED WITH THE STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE. CONSIDERING THE RFP RESPONSE IS DUE IN APPROXIMATELY THREE WEEKS, WE WOULD LIKE TO KNOW IF THE REGISTRATION PROCESS WOULD BE COMPLETED BEFORE THIS DEADLINE.**

Your corporation must be registered with the State of New Jersey on or before the date proposals are due or your proposal will be rejected. Please contact the State of New Jersey for your particular requirements as a Canadian organization.

- 2. ERMS UTILIZES SUNGARD, A WORLD-CLASS DATA MANAGEMENT, SOFTWARE AND TECHNOLOGY COMPANY, TO HOST OUR CLIENT'S DATA. THE LOCATIONS OF THE FULLY REDUNDANT, 100% MIRRORED DATA CENTERS ARE TORONTO AND MONTREAL (APPROXIMATELY 500 MILES APART). WILL THE COUNTY OF UNION PERMIT ITS DATA TO BE STORED IN CANADA?**

The County of Union requires the data to be stored within the United States as we have no jurisdiction in Canada to prosecute any breach of the contract or misuse of the records.

- 3. REQUIREMENT NO. 1 OF THE SCOPE OF WORK REFERENCES “DEDICATED LINES” AND “DEDICATED HARDWARE”. OUR INFRASTRUCTURE IS CONFIGURED UNDER A “SHARED MODEL” IN ORDER TO MINIMIZE OUR COSTS TO OUR CLIENTS. THE LINES AND HARDWARE REMAIN AVAILABLE TO OUR COLLECTIVE CLIENT BASE AND IS ELASTIC OR ‘BURSTABLE’ IN ORDER TO ACCOMMODATE AN INCREASED LOAD SHOULD IT BE REQUIRED. PLEASE ADVISE AS TO IF THIS IS ACCEPTABLE BY THE COUNTY OF UNION.**

Yes.

- 4. REQUIREMENT NO. 33 – “THE SYSTEM PROVIDES AUTOMATED AMBER ALERT NOTIFICATIONS.” PLEASE CLARIFY THE INTENDED PROCESS. (IE. EXPECTED INTEGRATION WITH THE EMERGENCY ALERT SYSTEM AND NOAA WEATHER RADIO?) WE UNDERSTAND THAT THE WIRELESS EMERGENCY ALERTS (WEA) PROGRAM CURRENTLY OFFERS AUTOMATIC NOTIFICATIONS OF AMBER ALERTS VIA SMS AT NO CHARGE TO SUBSCRIBERS.**

The County of Union wants subscribers to be able to register for amber alerts impacting our immediate area and those alerts should be automated. In other words, the County of Union does not want to have to manually send out an amber alert message. The system should use some kind of feed to generate an alert.

- 5. REQUIREMENT NO. 38 – PLEASE CLARIFY “A DIRECT CONNECTION TO CELL PHONE CARRIERS”. THE ERMS ADVANTAGE SYSTEM CALLS OUT TO THE RECIPIENT’S CELLPHONE THROUGH THE CELL PHONE CARRIER. IS THAT WHAT THIS MEANS?**

The proposer should have a direct interfacing with Verizon, AT&T, T-Mobile, Sprint, etc. By doing so, the Proposer has a point of contact to call upon if service outages are prevalent.

County of Union

ADDENDUM NO. 1

**RESPONSES TO QUESTION RAISED BY PROSPECTIVE PROPOSERS
COMPETITIVE CONTRACT FOR MASS EMERGENCY NOTIFICATION SERVICES
PROPOSALS DUE SEPTEMBER 4, 2013 AT 2:30 PM**

**A. QUESTIONS PRESENTED BY ECN - CODERED AT PRE-BID MEETING
DATED AUGUST 12, 2013**

1. WHICH VENDORS ATTENDED THIS MEETING?

ECN-CodeRed

2. WHO IS YOUR CURRENT VENDOR?

Cooper Notification

3. HOW OFTEN HAVE YOU USED YOUR CURRENT SYSTEM AND FOR WHAT TYPES OF NOTIFICATION?

The system is used multiple times per day by Union County and numerous municipalities and non-profit entities that use our system as a shared service. Alert types range from CNN Breaking News alerts to County event notification and police extra duty assignments.

4. DO YOU USE VOICE, TEXT, EMAIL, SOCIAL MEDIA, ETC...?

Currently we use all of the above with the exception of social media. Our current system does not automatically upload to social media but we would like the ability to do so.

5. DO YOU USE CURRENT SYSTEM FOR INTERNAL COMMUNICATION?

Yes, the system is used internally to notify employees of emergency closings and weather related emergencies.

6. HAVE YOU HAD ANY PROBLEMS WITH YOUR CURRENT SYSTEM?

We have experienced only minor glitches with our current system. These include problems with users sending alerts multiple times because the system did not recognize that an alert was sent.

7. PLEASE RATE YOUR CURRENT SYSTEM ON SCALE OF 1-10, 10 BEING BEST.

We cannot really rate the current system as requested. We really do not have anything to compare it to because our current provider is the only one we have ever worked with.

8. IS THERE ANYTHING YOUR CURRENT SYSTEM DID NOT ALLOW YOU TO DO?

Sending voice alerts in the sender's voice is a complicated process requiring special software and uploading of a wave file.

9. WHAT ARE THE 3 MOST IMPORTANT FEATURES YOU ARE LOOKING FOR?

- a. Ease of Use*
- b. Ability to share the system and maintain an unlimited number of autonomous user groups.*
- c. Ability to import existing data*

All items listed in the Request for Competitive Contracting Proposals are important features to the County of Union.

10.WHY ARE YOU GOING OUT TO BID NOW?

Our current contract is expiring and utilizing the competitive contracting approach to bidding this service allows us to evaluate each bidder on multiple criteria and not solely on price alone.

11.DO YOU CURRENTLY USE A WEATHER WARNING FEATURE?

Yes we do. Subscribers can elect to receive weather warnings 24/7 or 7am-10pm and weather watches 24/7.

12.WHAT TYPE OF DATA ARE YOU CURRENTLY USING?

We currently use voice, email and cellular data. We purchase updated 911 data and residents sign up to receive text and email notifications.

13.HOW MANY RECORDS ARE IN YOUR CURRENT DATABASE?

395,754

14.ESTIMATED BREAKDOWN OF # LANDLINES VS. CELLULAR LINES?

346,711 voice, 19,360 cells

15.ESTIMATED # OF EMAIL AND TEXT INFORMATION?

29,544 emails, 19,360 cells registered to receive texts

16.HOW LONG OF A CONTRACT TERM LENGTH ARE YOU LOOKING FOR?

With competitive contracting we are able to enter into a contract which is up to five years in length.

17.HOW MANY USER GROUPS DO YOU HAVE?

We currently have 418 individual user groups.

18.WHAT IS THE PROCESS FROM HERE?

Questions may be asked and answered, in writing, through August 27th. Once we have reviewed all submissions, the County may request demos of a proposer's mass emergency notification system before a contract is awarded.

B. QUESTIONS PRESENTED BY SWIFTREACH VIA EMAIL DATED AUGUST 19, 2013

- 1. HOW MANY CONTACT NUMBERS CURRENTLY RESIDE IN THE COUNTY'S SYSTEM?**

395,754 contact numbers

- 2. WHAT IS THE USAGE FOR ALL OF 2012 AND JANUARY TO JULY 2013 FOR EMAILS, TEXTS AND PHONE CALLS?**

The usage for our system in the last 365 days is as follows:

2,707,558 emails

4,301,729 texts

142,003 voice

- 3. WHAT IS THE ANNUAL CONTRACT VALUE (PRICE) OF THE CURRENT SYSTEM IN PLACE?**

The 2013 contract value is \$29,000.



COUNTY OF UNION

REQUEST FOR COMPETITIVE
CONTRACTING PROPOSALS FOR

The Provision of:

**HOSTED CITIZEN EMERGENCY
NOTIFICATION SYSTEM**

*One (1) Original Paper hard copy and
One (1) PDF electronic copy on a CD or Thumb Drive*

SUBMISSION DEADLINE

September 4, 2013 at 2:30 PM

Union County Division of Purchasing
Union County Administration Building
3rd Floor
Elizabethtown Plaza
Elizabeth, New Jersey 07207

ADDRESS ALL SEALED PROPOSALS TO:

Union County Division of Purchasing
Union County Administration Building
3rd Floor
Elizabethtown Plaza
Elizabeth, New Jersey 07207

"RCCP - HOSTED CITIZEN EMERGENCY NOTIFICATION SYSTEM"

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COUNTY OF UNION

I. COMPETITIVE CONTRACT PROCESS REQUIREMENTS

A. RIGHTS RESERVED

Upon the determination that its best interests would be served, the County of Union reserves the right to:

- Cancel the competitive contracting process at any time;
- Amend these specifications at any time;
- Refuse to consider responses that do not conform with the specification requirements;
- Require a Proposer, at its expense, to submit written clarification to responses in any manner or format that the County may require;
- Require that any proposal submitted in response to these specifications, be retained by the County;
- The County reserves the right to request Proposers to make an oral explanation of their proposed services to assist the Evaluation Committee, on behalf of the County, in its determination of an award;
- Allow no additions or changes to the original response after the due date specified herein, except as may affect all proposers, or as specified in the evaluation criteria;
- Award in part, or reject any and all responses in whole or in part;
- Waive technical defects, irregularities and omissions; and
- Reject the response of any proposer in default with the County of Union of any prior contract or for misrepresentation of materials presented.

B. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RCCP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The County will either award the Contract within the applicable time period or reject all proposals. The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

C. REJECTION OF PROPOSALS

The County of Union 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 responses, 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 responses shall be retained by the County of Union.

The County reserves the right to obtain information from the Proposer or the Proposer's references regarding the ability of the Proposer to perform. Such information may be taken into consideration in evaluating the total Proposal.

D. EVALUATION PROCESS

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

E. INCURRING COSTS

The County of Union is not liable for any costs incurred by the Proposer in the preparation, demonstration, or presentation of responses to these specifications.

F. PROPOSAL SPECIFICATIONS

The County of Union reserves the right to amend the specifications prior to the date for response submission. Addendums will be advertised and will be sent to all organizations who requested copies of the specifications.

G. OFFER OF GRATUITIES/INTEGRITY

The Proposer 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 County of Union or the State of New Jersey. The Proposer shall not, in connection with this or any other agreement with the County of Union, 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, the Proposer certifies that no gratuities of any type were either offered to or received by any elected or appointed official or employee of the County of Union or the State of New Jersey or its political subdivision in connection with this procurement from the Proposer, the Proposer's agents or employees or subcontractors. If this prohibition is violated, any contract arising from these specifications may be terminated by the County.

H. INTERPRETATIONS AND ADDENDA

Proposers are expected to examine the RCCP with care and observe all of its requirements. All interpretations and clarifications considered necessary by Union County in response to such comments and questions will be issued by Addenda mailed, faxed, emailed or delivered to all parties recorded as having received the RCCP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

I. CHALLENGE OF SPECIFICATIONS

Any proposer who wishes to challenge a specification shall file such challenge in writing with Division of Purchasing, no less than three (3) business days prior to the opening of the Request for Proposals.

Challenges filed after that time shall be considered void and having no impact on Union County or the award of the contract.

J. COST LIABILITY AND ADDITIONAL COSTS

The County assumes no responsibility or liability for costs incurred by the proposers prior to the issuance of an agreement. The liability of the County shall be limited to the terms and conditions of the contract.

Proposers will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

K. REPRESENTATION

The 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.

II. GENERAL TERMS AND CONDITIONS

A. SUBCONTRACTING

Except as provided in this contract, no contract shall be made by the Proposer with any other party for furnishing of the work or services herein contracted for without the prior written consent and approval of the County. Each contract entered into between the

Proposer and a subcontractor shall be provided to the County for prior review and approval, however, this provision does not require the approval of contracts of employment between the contractor and employees assigned for services hereunder.

B. INDEPENDENT CAPACITY OF THE PROPOSER

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

C. INSURANCE

Sub-Grantee shall carry and maintain at all times while this contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, the following insurance with limits not less than those shown below.

- a) **Workers' Compensation and Employer's Liability Insurance**, complying with laws of New Jersey or elsewhere as may be required. Employer's Liability Insurance shall be provided with a limit not less than \$1,000,000 .
- b) **Commercial Automobile Liability Insurance**, including Hired/Non-Owned coverage for the operation of the County's vehicles (ONLY if County vehicles are being used).
- c) **Commercial General Liability Insurance**, including:
 - Premises & Operations
 - Broad Form Blanket Contractual Liability
 - Independent Contractors
 - Products and Completed Operations
 - Personal Injury Liability
 - Broad Form Property Damage
- d) If applicable to the services being rendered pursuant to this agreement, **Professional Liability Coverage** in the amount of not less than three million dollars (\$3,000,000) for each claim.

Limits of Coverage:

Bodily Injury and Property Damage Liability - \$5,000,000 Combined Single Limit.

If Policy Aggregate applies, \$5,000,000 Aggregate must apply to this specific job.

(Note: Satisfaction of the General Liability & Auto Liability requirement can be met by Excess and/or Umbrella Liability)

The Sub-Grantee shall be required provide a certificate of Insurance providing evidence of coverage outlined . In addition, the Acord Form certificates or evidence of coverage should reflect:

- a. **Additional Insureds:** the County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants are included as Additional Insureds under all policies, except workers compensation;
- b. **Coverage on Primary and Non-contributory Basis:** The Certificate of Insurance should indicate that all insurance coverage will be provided on a primary and non-contributory basis to **the County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants;**
- c. **Cancellation Notice:** Cancellation notice of all certificates or evidence of insurance shall provide that 30 days notice of cancellation, non-renewal or material change will be provided to the Additional Insured. The words “endeavor to” and “failure to do so shall impose no obligation or liability of any kind whatsoever on the Insurer, its Agents or Representatives” shall be stricken from the certificates; and
- d. **Waiver of Subrogation:** in favor of **the County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants** on all polices. Within ten (10) days of being notified of the award, the Proposer shall furnish a Certificate of Insurance indicating compliance with this article. Within thirty (30) days of the execution of a contract with the County, the Proposer will furnish copies of the foregoing insurance policies. The insurance company providing the foregoing coverage must be rated “A” or better by AM Best Company and licensed to do business in the State of New Jersey. The County must be notified in writing at least thirty (30) days prior to cancellation of or any change in the coverage.

D. INDEMNIFICATION

To the fullest extent permitted by law, the Proposer shall indemnify and hold harmless the County of Union 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 the Proposer’s or Proposer’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 Proposer’s 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 County of Union. 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.

E. EARLY TERMINATION

This contract or a portion of this contract may be terminated by the County of Union for any reason upon a thirty (30) day notice, when such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Proposer a Notice of Termination specifying which portion of this contract is terminated and the date on which termination becomes effective. In no event, however, shall the Proposer be paid for loss of anticipated profits or consequential damages.

F. DEFAULT

The County of Union may, by written notice of default to the Proposer, without prejudice to any other right or remedy, terminate this contract in any one of the following circumstances if the Proposer does not cure such failure within a period of ten (10) days (or such longer periods as the contract administrator may authorize in writing) after providing notice to the Proposer specifying such failure:

- If the Proposer persistently or repeatedly refuses or fails to supply services called for in this contract or fails to meet any criteria defined in the contract;
- If the Proposer persistently disregards laws, ordinances, rules, regulations or orders;
- If the Proposer 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;
- If the Proposer files a petition of bankruptcy, becomes insolvent, ceases its operation, makes an assignment for a creditor or any similar action that affects the affairs or property of the County;

G. RIGHTS AND REMEDIES

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

H. COUNTY RECOVERY

In the event the County of Union is required to undertake any legal action to enforce its rights and remedies under the contract, the County of Union shall be entitled to recover reasonable attorney fees and costs in the event the County prevails against the Proposer.

I. ASSIGNMENT OR TRANSFER

The Proposer may not assign, transfer, convey or otherwise dispose of this contract to any third party or entity, and this contract may not be involuntarily assigned or assigned by operation of law without prior written consent of the County of Union, 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.

The County of Union reserves the right to assign or transfer the contract to any person, office or entity as it deems appropriate.

J. OWNERSHIP OF MATERIAL

The County of Union shall retain all of its rights and interest in and to any and all documents and property both hard copy and digital furnished by Union County to the proposer, for the purpose of assisting the proposer in the performance of this contract. All such items shall be returned immediately to Union County at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall, without the written consent of Union County, be disclosed to others or used by the proposer or permitted by the proposer to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for Union County pursuant to this contract shall belong exclusively to Union County. All data, reports, computerized information, and materials related to this project shall be delivered to and become the property of Union County upon completion of the project. The proposer shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of Union County. All information supplied to Union County may be supplied on CD-ROM media compatible with Union County's desktop computer operating system (Microsoft Windows XP Professional).

K. COOPERATION WITH COUNTY CONTRACTORS

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

L. COMPLIANCE WITH STATE STATUTES/LAWS/REGULATIONS

Any contract entered into between the proposer and the County of Union must be in accordance with and subject to compliance by both parties with all relevant State and Federal Laws including the New Jersey Local Public Contracts Law. The proposer shall sign and acknowledge such forms and certificates as may be required by this section.

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. The 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.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

M. BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

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 proposals.

If subcontractors are named on 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 proposals.

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: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

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 proposals.

IN ADDITION:

The 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 the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

For the term of the contract, the 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.

N. LIQUIDATED DAMAGES

The proposer unconditionally agrees to substantially complete the work within the time limits stated in the Request for Proposal, or within the time as extended in accordance with the provisions of these administrative conditions.

In case the proposer fails to complete contracted work that is satisfactory and acceptable to the County of Union within the stipulated time limit, then the County of Union shall recover said loss by deducting the amount thereof out of any money, which may be due, or to become due to the proposer.

O. 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.

P. WAIVER

The Proposer agrees that no term or provision hereof shall be deemed waived and no breach excused by the County of Union unless such waiver of consent shall be in writing. Any consent by the County of Union to, or waiver by the County of Union of, a breach by the Proposer, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

Q. 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.

R. 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.

III. INTRODUCTION

Union County is seeking a qualified vendor to host a citizen emergency notification system. The purpose of this Competitive Contract Request for Proposal (RCCP) is to solicit proposals from qualified vendors for this hosted notification system.

It is the County's intent to implement the hosted system for notification to its citizenry, all emergency personnel, County employees, together with capabilities of allowing County municipalities, schools and not for profit agencies the ability to utilize this system for its use as part of a shared services initiative for emergencies, special events, traffic issues and more.

An important functional component of a hosted system is the capability of notifying all of the County's citizenry in the event of an emergency in the most expedient way possible utilizing various forms of transmission and state of the art technology.

IV. SPECIFICATIONS

A. SCOPE OF WORK

Proposers are required to indicate their capability of fulfilling each requirement below.

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of services by the proposer. In

order to respond to each requirement, you are requested to enter a code in the space provided in Column A that best corresponds to your intended response for the requirements listed.

The acceptable codes for Column A are as follows:

Y - "Yes" - You can fully meet the requirement as documented with your current application or proposed solution. Include documentation showing how you will fulfill the requirement. Indicate in Column B a cross-reference to the appropriate section or attachment of your proposal.

N - "No" - You cannot meet the requirement.

A blank or NA in any box in column A will be interpreted as an "N".

In a few instances, we have posed some open-ended questions in situations where the answer will not be a yes or no. Please provide a cross reference in Column B to allow the County to properly evaluate your proposal. The County requests that all cross referenced attachments to the proposal follow order of requirements.

Requirements for Citizen Emergency Notification System

No.	Requirements	A	B
1.	The solution offered must be capable of being provided as: a fully hosted solution, using dedicated lines, dedicated hardware. Describe how your solution meets this requirement.		
2.	The system must take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient.		
3.	All responses to transmitted messages can be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients.		
4.	(A) The emergency alerts can be sent by management and other authorized users via a simple web interface.		
	(B) The emergency alerts can be sent by management and other authorized users remotely from any landline, cell phone, or other wireless device.		
5.	The solution offered provides for automated delivery of text (alphanumeric type) messages via the following methods/devices at a minimum: pagers (alphanumeric messages to alphanumeric devices and numeric messages to numeric-only devices), smart phone devices, Blackberries, SMS capable devices, electronic mail (email), email with attachments, wireless devices such as cellular phones, satellite phones, via the public switched telephone network (landline) or dedicated circuits and via fax.		
6.	The solution offered provides an automated delivery via voice (text input to voice delivery, voice input to voice delivery) to cellular (wireless), landline, and satellite systems.		
7.	The system provides a method whereby the entire user community, or any subset, can receive, read and respond to (acknowledge) an		

	emergency alert on various devices and telephones.		
8.	The response to an alert is capable of entry into an automated management report system (available to show real time entries) that details at a minimum who was alerted and how, who has successfully acknowledged the message and when, ID code successfully entered or not, who has not yet acknowledged the alert, and any short message replies by the recipient (i.e. reporting on estimated time of arrival, fitness for response, etc.). This reporting system must provide an immediate online status for each alert transmission.		
9.	Residents and employees register and maintain their accounts via the Internet.		
10.	The system offers pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographic information; multi-thread sending for multiple carriers and email domains; audited and approved in compliance with the Federal government software security policies; remote group generation and integration with other systems; and remote alert generation and tracking.		
11.	The system allows the County of Union to maintain control over sensitive data, such as email addresses, cell phone and pager numbers of government leaders, and first responders, as well as content of alerts and replies.		
12.	The system is able to mitigate security risks that are associated with being accessible by the general public via the internet.		
13.	Must be able to provide proof of system redundancy.		

14.	The system allows for a quick search of the database for information or specific staff; groups these individuals, and sends specific alerts, which can be tracked in real-time.		
15.	The system has the messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks.		
16.	The system is able to simultaneously load balance incoming replies from a variety of sources, including: valid responses, out of office replies, and invalid address replies from other mail servers.		
17.	The system permits the sender to generate email alerts of any length.		
18.	The solution offered provides for speeds of delivery for text messages (SMS, email, alphanumeric pagers).		
19.	The solution offered provides information on the speed of delivery of voice and fax messages based upon an assumed voice/fax message length of 30 seconds (inclusive of time for dialing and retries of 10 seconds or less). The proposer should provide various levels of delivery speed depending upon type of hardware, etc. applied to the solution.		
20.	The solution offered provides for prioritization of recipients to ensure critical staff is contacted first and for prioritization of events to ensure messages for the most critical type event are transmitted first.		
21.	The solution offered is capable of sending multiple messages to different groups for the same event.		
22.	Messages can be sent in multiple languages (at a minimum English and Spanish).		

23.	The voice solution offered allows for pre-recording and storage of voice messages and recording of voice message input “on the fly” for use in message delivery, to allow for customization of alert messages.		
24.	The system automatically produces real time management reports on the generation and acknowledgement status of events and users and must be available to the authorized users via a web-based interface.		
25.	The solution offered allows a user to turn off notification to all devices (and essentially “opt-out” of the system).		
26.	The solution offered provides the capability to leave a pre-determined message on a voice mail or answering machine device and the message transmitted indicates the recipient has received a message from the “system” intended for “whoever the intended recipient is” and provides a telephone number to contact to receive the message.		
27.	The solution offered provides for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.).		
28.	The solution offered provides for multiple levels of event security, to allow for separation of messages as needed or desired (i.e. the top officials might receive more detailed /specific data than the lower-echelon responders).		
29.	The system may be interoperable with currently deployed, regional alert systems.		
30.	The system may be able to provide automated weather watches and warnings and have alerts distributed to recipients.		

31.	The system provides automated notifications from public sources like NOAA.		
32.	The system should provide for multiple mechanisms for registration.		
33.	The system provides automated Amber Alert notifications.		
34.	The types of alerts a resident will receive should be determined from a list. This list must include at a minimum: severe weather, civil emergency messages, AMBER alerts, evacuations, general governmental messages, utility outage messages. The users should be offered a “menu” of options from which to choose.		
35.	The system must allow the sender to choose delivery to all registered residents within their jurisdiction regardless of self-chosen code(s), to all registered residents within their jurisdiction for specific code(s), or to a sub-set or sets of their registered residents based upon self-chosen zip code(s) and GIS mapping. These alerts must be capable of being tracked in real-time by sender.		
36.	The voice solution converts text-to-speech in a “real-life” voice.		
37.	The proposed solution is capable of handling over 400,000 users with an unlimited number of groups.		
38.	The solution offered should provide a direct connection to cell phone carriers.		
39.	The proposed system must allow for billing on a per authorized user or agency basis. For example, an authorized municipal police department or school district sends out an alert, that agency must be able to be billed separately for usage.		
40.	The system allows for alerts to be sent to a defined geo-spatial area.		

41.	The system automatically pushes alert information to pre-defined social media accounts such as Twitter and Facebook.		
42.	The system features direct connectivity with FEMA's Integrated Public Alert & Warning System (IPAWS).		

Installation, Support, and Maintenance Requirements

No.	Requirements	A	B
43.	An implementation plan must be provided for testing and implementation.		
44.	The vendor must provide 24/7 support for the system.		
45.	Users must be able to perform self-maintenance to keep their profile up to date.		
46.	Maintenance support should include new versions, upgrades and patches that are issued during the term of the contract.		
47.	The awarded proposer must have proven successful implementation of deploying, maintaining and supporting their system in similar governmental entities and size.		
48.	Technology and relationship are in place to guarantee message delivery now and in the future.		
49.	Should have relationships with the telecommunications carriers for keeping the database up-to-date for listed telephone numbers.		
50.	Existing contact lists must be easily integrated into the system.		
51.	The system must still be accessible under the name Union County First Alert the rights to which are owned by Union County.		

Training Requirements

No	Requirements	A	B
52.	Training materials should include both general overview on concepts, and detailed hands on exercises.		
53.	An on-line help “user’s guide” should be implemented with the system.		

B. QUALIFICATIONS AND EXPERIENCE

1. ORGANIZATION AND STRUCTURE

Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and the County’s stated needs and requirements.

2. LOCATIONS

Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract.

3. FUTURE, LONG TERM VISION AND STRATEGIC PLANS

Provide a clear vision of how you plan to support emerging technologies and industry standards.

4. EXPERIENCE LEVEL AND CUSTOMER REFERENCES

The Proposer must demonstrate a proven record of successfully providing services similar to those defined to customers of similar scope and complexity. The Proposer shall provide three government references, with contact names, email addresses, phone number and email address and service/solution descriptions, which the County of Union may use in reference checking. The County of Union will make such reasonable investigations as deemed proper and necessary to determine the ability of a proposer to perform the contract. The references must be from government organizations, where you are providing services to a customer(s) that are similar in type and scope as the County of Union.

5. PERFORMANCE STANDARDS METHODOLOGY

Describe the methodology used to develop your internal performance standards, the processes and tools used to monitor and measure your performance against the standards, and the management reporting systems that capture this data.

In addition, provide a synopsis or case study, of proven results attributable to your commitment to quality and increased operating efficiency.

6. DISASTER RECOVERY/SECURITY PLAN

Describe in detail how you protect against any disaster that would affect your ability to provide the County of Union with the proposed services in the event of disaster hits your facilities.

7. LOCATION OF SERVICING OFFICE

The proposal must list the location and address of the present, active office that will service and manage this contract.

C. SERVICE AND SUPPORT MANAGEMENT

1. IMPLEMENTATION TEAM

The County of Union will establish an implementation team that the proposer will work with to implement the Citizen Emergency Notification System. Please identify the staff you will be assigning to this implementation and their roles.

2. POST IMPLEMENTATION AND ACCOUNT MANAGEMENT PLAN

Provide a detailed description of the approach that you would recommend in order to achieve maximum service levels within a minimal amount of time following service implementation.

3. PROJECT TEAM

Provide the resumes of all key members of the project team, including the Account Manager, Contract Administrator, Project Manager(s) responsible for the implementation and on-going support of the proposed solution.

D. PRICING INFORMATION

All pricing and cost data must be submitted in accordance with the instructions below, and must be completed. No cost information shall be included in any part of the proposal other than the pricing section.

The proposer's pricing proposal must include all costs associated with the services described. This includes all license fees, royalties, "third party" fees, and computer resources, as well as all labor costs, overhead and expenses.

The proposer must be willing and able to successfully provide the services proposed for the prices given and to complete the project on a firm fixed-price basis for all costs except any costs for voice or data transmission, which pricing shall be fully set forth, and shall be on a per-minute basis.

Pricing information supplied with your proposal must be valid for at least sixty (60) calendar days from the submission date.

The County of Union requests each proposer provide detailed pricing for each of the pricing methods set forth. Pricing must be comprehensive. Additional information and backup detail should be attached as appropriate.

All one-time and recurring costs and any underlying assumptions on the part of proposer must be clearly, conspicuously and fully disclosed. **It is County of Union's intent to implement this solution no later than October 31, 2013.**

Include the following pricing sections in your proposal. Provide details for each section:

Total Solution Fee – the total cost for proposer's proposed solution

Total Services Costs – the total services costs for Proposer's proposed solution

Annual Maintenance/Support – the total annual fee for this hosted service after the first year. Annual pricing shall be indicated for year's 2, 3, 4, and 5. The annual pricing shall be paid yearly during the period of the contract.

Cost of per minute voice messages (including faxes) – Proposer is to include 25,000 minutes per year in its proposal.

Cost per each data transmission to device. For the purposes of this RCCP, the estimate of annual data transmissions shall be unlimited.

Any other cost associated with this proposed solution should be detailed.

E. IMPLEMENTATION PLAN

Proposers must include a proposed project implementation schedule and time lines with their proposals.

The proposer is to submit a detailed list of County of Union resources and responsibilities needed from the County to successfully implement the system.

F. CONTRACT FORM

The successful proposer shall be required to execute the County of Union’s form contract. A complete copy of a draft County of Union’s form contract is available upon request. It is also agreed and understood that the acceptance of the final payment by proposer shall be considered a release in full of all claims against the County of Union arising out of, or by reason of, the work done and materials furnished under this contract.

G. FAILURE TO ENTER CONTRACT

Should the proposer, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the County may then, at its option, accept the proposal of another respondent.

H. COMMENCEMENT OF WORK

The proposer agrees to commence work within one (1) week after the date of contract execution.

I. TIME OF COMPLETION

It is hereby understood and mutually agreed, by and between the proposer and the County of Union, that the date on which the work shall be substantially complete as specified in the RCCP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this contract shall commence on the date specified and that the

resulting contract shall be completed in sequence and time frames identified by the County of Union. **Implementation must be complete by October 31, 2013.**

The proposer agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the proposer and the County of Union, that the time of completion of the work described herein is a reasonable time for the completion of it.

J. PAYMENT

The County of Union will make monthly payments as agreed upon between vendor and the County and in accordance with *N.J.S.A.40A:5-16*.

The County of Union may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- A reasonable doubt that the contract can be completed for the balance then unpaid.
- When the above grounds are removed, payment shall be made for amounts withheld because of them.

V. COMPETITIVE CONTRACTING REQUIREMENTS

A. EXAMINATION

The proposer shall carefully examine the specifications. Parties making RCCPs will be held to have accepted the terms and conditions as expressed in the specifications.

By submitting a proposal, the proposer states that he has carefully examined the specifications; that from his investigation, he has satisfied himself with the local conditions and all matters which may in any way affect his performance. As a result of such examinations, he fully understands his obligations, and that he will not make any claim for, or have any right to damages, because of lack of any information.

B. PROPOSAL FORMAT

To be considered, proposers must submit a complete response to the RCCPs, using the format provided in the Proposal Cost Form, located as an attachment within this RCCP. For this RCCP, the proposal must remain valid for at least sixty (60) days from the date of the response deadline.

The contents of the proposal of the successful proposer will become the basis for the contractual obligations if the contract for services is executed.

C. INSTRUCTIONS TO PROPOSERS

All proposals shall be typed. **Proposals showing any erasure or alteration must be initialed by the proposer in ink.** Each original proposal must be signed in ink by the authorized signatory.

Each proposal page must be numbered.

Proposals for the service will be considered only from proposers not listed on the debarred list published by the State of New Jersey or the Federal government.

To be eligible for consideration, entire proposal package must be submitted prior to the time and location in the Advertisement. Any proposal received after time and date specified shall not be considered.

The County reserves the right to reject any and all proposals, or to waive any minor informality in the proposals, should it be deemed in the best interest of the County to do so.

Proposers are required to submit the names and addresses of the officers or principals of the corporation, firm or partnership submitting a proposal. Failure to submit will result in the rejection of such proposal as non-responsive.

The County of Union has the right to reject any and all proposals from any proposer that is in or contemplates bankruptcy of any chapter or nature. Said proposer must notify the County in writing of any existing condition or knowledge of the same.

Any proposed change, modification, or exception to the conditions and requirements in this RCCP may be the basis for the County of Union to determine the proposal as non-responsive to the RCCP and will be a factor in the determination of an award of a contract. The contents of the proposal of the proposer, as accepted by the County, will become part of any contract awarded as a result of this RCCP.

D. PRESENTATION

Qualified proposers submitting their proposals may be required to make a presentation to the review committee. The presentation will include a demonstration of services proposed and will attempt to answer any outstanding questions the reviewers may have. The committee will steer the discussion of

the presentation, not the proposer. The presence of the proposer’s Project Leader who will be working specifically on the project (as opposed to marketing staff or corporate officers) will be required at the presentation.

E. COMPETITIVE CONTRACTING SCHEDULE

1. SCHEDULE

A schedule has been established for proposer’s proposals, pre-proposal meeting, proposal review, contractor selection, project initiation and completion. The following dates have been established for the procurement:

Event	Date
Release of RCCP	8/5/13
Pre-Proposal Meeting	8/12/13
Deadline for Questions	8/27/13
Proposal Due Date	9/4/13 at 2:30 PM
Governing Body Action	9/26/13
Project Initiation	10/31/13 (estimated)

F. SUBMISSION OF PROPOSALS

Proposals must be received at the location and time listed below. No exceptions will be made.

2:30 PM
Wednesday, SEPTEMBER 4, 2013
Union County Division of Purchasing
Union County Administration Building
3rd Floor
Elizabethtown Plaza
Elizabeth, New Jersey 07207

Number of copies & format: One (1) original and one (1) electronic copy of the proposal in PDF format on a CD or Thumb Drive. Clearly mark the sealed submittal package with the title of this RCCP and the name of the responding firm addressed to Division of Purchasing. The original proposal shall be marked to distinguish it as an original.

Only those RCCP responses received prior to the date and time indicated above will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the proposer who shall be required to produce evidence showing that the individual is or

represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

G. PROPOSAL CONTACT

To ensure continuity of information and response to inquiries please contact:

Union County Division of Purchasing
Union County Administration Building
3rd Floor
Elizabethtown Plaza
Elizabeth, New Jersey 07207
E-mail Address: ucbids@ucnj.org
Fax: 908-558-2548

Oral explanations in regard to the meaning of these specifications will not be made, nor will oral instructions be given before the award of the contract.

Should a proposer find any discrepancies in or omissions from the specifications or should he be in doubt as to the meaning, he shall notify the Union County Division of Purchasing, in writing, at least seven (7) calendar days prior to RCCP opening. Further, any questions by prospective proposers concerning this RCCP may be addressed, in writing, to the Union County Division of Purchasing.

All requests for information or clarifications must be made in writing via e-mail to ucbids@ucnj.org. All requests for information, questions and clarifications shall be addressed to the Union County Purchasing Division as specified above. **No phone calls please.**

If necessary, the Purchasing Director will then issue a written clarification. Any additions and/or instructions will be issued in the form of an addendum or clarification.

No employee of the County of Union is authorized to give interpretations of any portions of the RCCP or to give information as to the requirements of the RCCP in additions to that contained in the RCCP.

H. PROPOSAL REVIEW AND EVALUATION PROCESS

The County, in cooperation with the Evaluation Committee will review and evaluate each proposal on the basis of the Competitive Contract criteria. Interviews may be conducted with proposers if so desired by the Evaluation Committee.

Following the review process, the Evaluation Committee will forward its recommendation to the Union County Board of Chosen Freeholders for approval and contract award.

I. QUALIFICATION OF PROPOSERS

The experience of the proposer must be directly associated with the management of a location of equal magnitude. Proposers shall provide the names of three references which will attest to the aforementioned experience with a preference for a governmental site and/or a site that maintains a level of security for its personnel and the public. The County may investigate the ability of the proposer to complete the contract. The proposer shall furnish all information requested by the County on the appropriate RCCP form page.

J. PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for **August 12, 2013 at 11:00 AM**. The location of this meeting is the Union County Freeholder's Meeting Room, Administration Building, 6th Floor, 10 Elizabethtown Plaza, Elizabeth, NJ 07207. Proposers planning on attending must notify Amy C. Wagner, Bureau Chief, Government Relations & Community Outreach via email at awagner@ucnj.org of their intention to attend and the number of attendees prior to the pre-proposal meeting.

K. CRITERIA FOR AWARD OF CONTRACT AND PROPOSAL RESPONSES

Below are the criteria to be considered in the evaluation of each proposal. The criteria represent the factors that will be utilized by the Evaluation Committee to evaluate proposals to determine the successful proposer. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent. Selection will be made of the company whose proposal best meets the needs of the County and will be final.

To help gauge how the selection will be made, please refer to the following criteria:

Included features and functionality of the system proposed – 25 points

- Ease of use -Range of functionality included in base system
- Level of overall integration of features within proposed solution
- Ease of integration of existing data.

Completeness of proposal – 10 points

- Understanding of and demonstrated ability to meet the County's objectives as stated in this RCCP

Timeliness to undertake and complete tasks –15 points

Qualifications and experience – 20 points

- References with similar installations

- Experience of staff assigned to the project
- General qualifications and experience as they relate to compliance with New Jersey contracting statutes and regulations, including ethics

Proposed program and plans – 15 points

- Clarity of response
- Processes used

Fee structure – 15 points

L. NOTICE OF AWARD

The successful proposer will be notified of the award of contract upon favorable decision by the governing body.

VI. FORMS REQUIRED

FORM A: PROPOSAL COST FORM

FORM B: PROPOSER SIGNATURE PAGE – fill out completely

FORM C: GOVERNMENT REFERENCES

FORM D: BUSINESS REGISTRATION CERTIFICATE - Copy of a State of New Jersey Business Registration Certificate (“BRC”) issued in the company name of the Proposer and in the names of any subcontractors, if applicable

FORM E: STOCKHOLDER DISCLOSURE CERTIFICATION- (2 pages) fill out completely and notarize

FORM F: NON-COLLUSION AFFIDAVIT – fill out completely and notarize

FORM G: AFFIRMATIVE ACTION REQUIREMENT - (2 pages)

FORM H: AMERICANS WITH DISABILITIES ACT

FORM I: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ADDENDA - only include if Addendum/Addenda was/were received

FORM J: REQUEST FOR PROPOSAL CHECKLIST

FORM A: PROPOSAL COST FORM

Provide cost to host the citizen emergency notification system for the County of Union, including any and all costs to provide this service for a period of five (5) years, as described within this Competitive Contract Request for Proposal.

A Hosted System (Itemize all items on a separate page)

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____

B. Cost per minute for data transmission to data devices \$ _____
Amount of transmissions included in the yearly costs: _____

C. Cost per minute for voice transmission for landline and cellular \$ _____

D. Additional costs to be detailed as follows: \$ _____

SUB-TOTAL: \$ _____

Services

E. Training of up to 10 authorized users \$ _____

TOTAL COST \$ _____

FORM B: PROPOSER SIGNATURE PAGE

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the proposal under **exact title** of the trade name, partnership, or proprietorship, and the proposal must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the proposal 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 proposal documents (pages).
4. The Person who signs this proposal form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

_____	_____
SIGNATURE	NAME OF PROPOSER
CORPORATE SECRETARY	_____
_____	ADDRESS OF PROPOSER
PRINT NAME AND TITLE	_____
CORPORATE SECRETARY	_____
_____	TELEPHONE: _____
AFFIX CORPORATE SEAL	FAX: _____
	EMAIL: _____
	BY: _____
	SIGNATURE

	DATE

	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.

FORM C: GOVERNMENT REFERENCES

The Proposer shall provide three government references, with contact names, email addresses, phone number and email address and service/solution descriptions, which the County of Union may use in reference checking. The references must be from government organizations, where you are providing services to a customer(s) that are similar in type and scope as the County of Union.

REF. NO.	ENTITY AND CONTACT NAME	EMAIL	TEL. NO.	SERVICE/SOLUTION DESCRIPTION
1				
2				
3				

FORM D: BUSINESS REGISTRATION CERTIFICATE

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 proposals.

If subcontractors are named on 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 proposals.

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
PO BOX 500
TRENTON, N.J. 08646-0500

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-087-382/500

SEQUENCE NUMBER:
0107530

ISSUANCE DATE:
07/14/04

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

FORM BRC(06-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112826533

ATTACH BRC HERE

FORM E: STOCKHOLDER DISCLOSURE CERTIFICATION

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

Failure of the Proposer to submit the required information is cause for automatic rejection.

CHECK ONE

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

OR

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

LEGAL NAME OF

PROPOSER: _____

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Complete if the Proposer/respondent is one of the 3 types of corporations:

Date Incorporated: _____ **Where Incorporated:** _____

BUSINESS ADDRESS:

Street Address	City	State
Zip Code		

Telephone #	Fax #
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Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the Proposal or accompanying the Proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Proposers are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the Proposer to submit the required information is cause for automatic rejection of the Proposal.

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/Respondent 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)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

FORM F: NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being
duly sworn according to law on my oath depose and say that:

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

_____ the Proposer making this Proposal for the RCCP

entitled _____, and that I executed the said proposal with
(title of proposal)

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

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

Subscribed and sworn to

before me this _____ day of _____,
_____, 20_____

Signature (**Original signature only;**
stamped signature not accepted)

(Type or print name of affiant under signature)

Notary public of the State of _____

My Commission expires _____

(Seal)

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 to Proposer: The person who signed the Proposal 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 PROPOSAL WILL BE REJECTED.

FORM G: AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

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

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the 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 vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest 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

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27 5.2, or a binding determination of the applicable 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 unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

FORM H: AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (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 thereto, 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 _____

FORM I: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ADDENDA

The undersigned proposer hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of PROPOSER)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addendum/Addenda

FORM J: REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.

A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW

DOCUMENT TITLE	INITIALS
<ul style="list-style-type: none"> • One (1) original and four (4) copies, each bound in a three-ring binder and one (1) electronic copy of your entire proposal in PDF format on a CD or Thumb Drive 	
<ul style="list-style-type: none"> • FORM A: PROPOSAL COST FORM 	
<ul style="list-style-type: none"> • FORM B: PROPOSER SIGNATURE PAGE 	
<ul style="list-style-type: none"> • FORM C: GOVERNMENT REFERENCES 	
<ul style="list-style-type: none"> • FORM D: BUSINESS REGISTRATION CERTIFICATE 	
<ul style="list-style-type: none"> • FORM E: STOCKHOLDER DISCLOSURE CERTIFICATION 	
<ul style="list-style-type: none"> • FORM F: NON-COLLUSION AFFIDAVIT 	
<ul style="list-style-type: none"> • FORM G: AFFIRMATIVE ACTION REQUIREMENT 	
<ul style="list-style-type: none"> • FORM H: AMERICANS WITH DISABILITIES ACT 	
<ul style="list-style-type: none"> • FORM I: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ADDENDA 	
<ul style="list-style-type: none"> • FORM J: REQUEST FOR PROPOSAL CHECKLIST 	

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

PRINT NAME OF COMPANY

SIGNATURE OF AUTHORIZED PROPOSER

PRINT NAME OF PROPOSER

PRINT TITLE