



Board of Chosen Freeholders

Resolution No. 2011 – 385

Approved as to Form and Legality

Date Adopted

Committee

August 17, 2011

Public Safety

RESOLUTION TO AWARD A CONTRACT FOR A REMOTE VIDEO VISITATION SYSTEM FOR THE SALEM COUNTY CORRECTIONAL FACILITY

WHEREAS, the Salem County Purchasing Agent, as authorized Contracting Agent for the Board of Chosen Freeholders of the County of Salem has requested, received and opened sealed proposals on June 15, 2011 at 11:00 AM prevailing time for the provision of a Remote Video Visitation System for the Salem County Correctional Facility. The receipt of said bids were duly advertised in accordance with the law and in such case made and provided; and

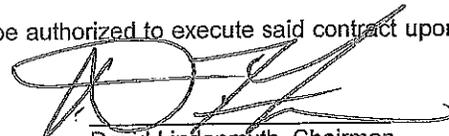
WHEREAS, all bid results and recommendations are on file in the Office of the Purchasing Agent, 94 Market Street, in the County of Salem, New Jersey, as required by Law; and

WHEREAS, it has been determined that the company of **IWebVisit.com** submitted the most responsive and responsible bid and substantially met the necessary qualifications for the fulfillment of this contract, and further has provided the documentation necessary to successfully fulfill the requirements of the County of Salem. Said bid shall become a part of this contract; and

WHEREAS, The Salem County Treasurer has certified that the funding for this contract in 2011 shall be encumbered in accordance with N.J.A.C. 5:30-5.4 and this agreement shall further be contingent upon the availability and appropriation of sufficient funds for this purpose in the County's temporary and/or permanent budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem as follows:

1. The Board of Chosen Freeholders of the County of Salem hereby awards a contract for the provision of a Remote Video Visitation System, subject to the review of the County Solicitor to **IWebVisit.com**, PO Box 581, Reno, Nevada. This shall be completed in full accordance with the terms and conditions of the contract.
2. Pursuant to N.J.S.A.40A:11-4.2, the contract term shall be for a period of FIVE (5) YEARS, commencing upon authorization by the Salem County Board of Freeholders on or about August 18, 2011 and expiring August 17, 2016.
3. Revenue Share – IwebVisit.com will share 25% of all revenue generated from the fees collected from remote video visitations. IWebVisit.com will be responsible for collecting all fees, reporting all income generated from such visitations, and distributing the revenue to the facility on a quarterly basis. IWebVisit.com will provide a web based portal for the facility to review and print all revenue related reports. The total amount to be recovered from visitor fees before Revenue Sharing shall be \$77,207.56.
4. The Freeholder Director and the Clerk of the Board shall be authorized to execute said contract upon compliance by the firm with all requirements and specifications.


 David Lindenmuth, Chairman
 Public Safety Committee

I hereby certify the foregoing to be a true resolution adopted by the Salem County Board of Chosen Freeholders at its regular meeting held on Wednesday, August 17, 2011.


 Earl R. Gage
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Lindenmuth	/				/		D. Cross	/					
B. Bobbitt	/						B. Laury	/					
B. Timberman	/					/	L. Ware	/					
J. Acton	/												

X -- Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

Sec. – Resolution Seconded

CONTRACT

THIS AGREEMENT, made this Seventeenth Day of August in the year of Our Lord Two Thousand and Eleven between the **County of Salem**, party of the first part, and **IWebVisit.com**, party of the second part for the provision of a Remote Video Visitation System for the Salem County Correctional Facility.

WITNESSETH, that the said party of the second part for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the County of Salem in conformity with the Supplemental Proposal Documents hereto annexed, which were duly approved by Resolution of the said Salem County Board of Chosen Freeholders, adopted the Seventeenth day of August in the year of Our Lord Two Thousand and Eleven which said Supplemental Specification Documents are hereby made a part of this agreement as fully and with the same effects as if the same had been set forth in the body of this agreement.

The party of the second part agrees to make payment of all proper charges for materials and labor required in the aforementioned work and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every one of them, against and from all suits and costs of every name and description, and from all damages to which said party of the first part or any of its officers, agents, or servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of said work or through the negligence of said party of the second part of through any improper or defective machinery, implements or appliances used by the party of the second part in the aforesaid work or through any act or omission on the part of the said party the second part, his agent or agents, or from an debts incurred by agents or subcontractors of the party of the second part.

It is understood and agreed that the determination of awards in this contract were based on submitted competitive proposals and Pursuant to New Jersey State Law N.J.S.A. 19:44A-20.7 "Fair and Open Process" rules adopted by the Salem County Board of Chosen Freeholders. The Party of the Second Part will submit, when required, a Business Entity Disclosure Certification for public inspection.

It is also agreed and understood that the acceptance of the final payment by the contractor shall be understood as a release in full of all claims against the County of Salem out of, or by reason of the work done and materials furnished under this contract.

It is further agreed that the party of the first part reserves the right to reduce or increase any or all of the quantities in each item at the unit price bid all accordance with the provisions of the attached Supplemental Proposal Documents.

