

10/2/24

**CONTRACT BETWEEN
PROPHOENIX CORPORATION
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 2ND day of October, 2024, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and PROPHOENIX CORPORATION, with a mailing address of 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County has a need to contract for the purchase of Phoenix AI (BOT, Transcription, MugMatch) and PAPR to be integrated into the non-emergency phone system, allowing calls to be automatically routed to the appropriate information zone or assistance request enabling companies to load calls directly into the system, freeing up the Public Safety Telecommunicators (PSTs) to focus on emergency calls and radio traffic, enhancing overall response efficiency; and

WHEREAS, the supplies and services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing computer systems in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery, installation, and all services within a reasonable period of time
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$131,641.00 as per Vendor's Invoice # 2024453, dated September 9, 2024, attached hereto as Exhibit A.

Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Vendor's Proposal, Proposal #24-000336, dated August 26, 2024, attached hereto as Attachment B, which are incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The Vendor 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, sex, veteran status or military service. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor 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, sex, veteran status or military service. 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 Vendor 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 Vendor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, 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, sex, veteran status or military service.

The Vendor 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 Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

B. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

D. Notwithstanding the above, the Vendor or subcontractor, where applicable,

shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

E. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking

effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

14. **CHANGES.** This Contract may be modified by change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

15. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

18. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

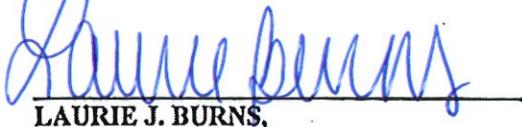
20. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

21. **CONTRACT PARTS.** This contract shall consist of this document, Vendor's Invoice # 2024453, dated September 9, 2024, and Vendor's Proposal, Proposal #24-000336, dated August 26, 2024. If there is a conflict between this Contract and Vendor's Invoice and Proposal, then this Contract shall control.

THIS CONTRACT is made effective the 2nd day of October, 2024.

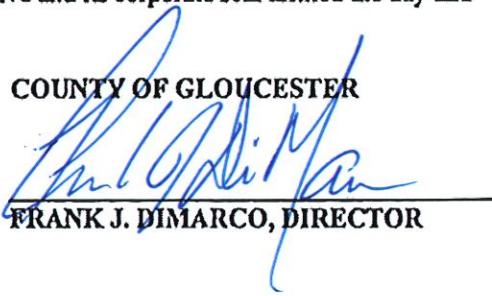
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:



LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER



FRANK J. DIMARCO, DIRECTOR

ATTEST:

PROPHOENIX CORPORATION



BY: *Paul J. Rose*
TITLE: *Executive Vice President*

ATTACHMENT A

ProPhoenix Corporation

502 Pleasant Valley Ave, Ste 1
Moorestown, NJ 08057
Phone # 609-953-6850
Web: www.prophoenix.com

Invoice

Bill To	Date	Invoice #	Invoice Amount
Gloucester County Emergency Services 1200 N Decsea Dr Clayton, NJ 08312	9/9/2024	2024453	\$131,641.00
P.O. No.	Terms	Due Date	
	Net 30	10/9/2024	

Item	Description	Qty	Rate	Amount
PHOENIX	Phoenix AI (BOT, Transcription, MugMatch) and PAPR Proposal #24-336, Milestone #1	1	131,641.00	131,641.00
				Total \$131,641.00

Please make checks payable to "ProPhoenix".
For Billing inquiries, please contact Rachelle Negri (rachelle.negri@prophoenix.com) or Paul Hoppe (paul.hoppe@prophoenix.com). It's been a pleasure working with you!

Payments/Credits	\$0.00
Balance Due	\$131,641.00

ATTACHMENT B



ProPhoenix Corporation

502 Pleasant Valley Ave
Moorestown, NJ 08057
Phone: 609-953-6850
Web: www.prophoenix.com

Phoenix AI (BOT, Transcription, MugMatch) and PAPR

Proposal

Gloucester County Emergency
Services
Attention: System Administrator Jay
Jones
1200 N Delsea Drive
Clayton, NJ 08312
Phone# 856-307-7100

Proposal# 24-000336

Date : 08/26/2024

Valid Until : 09/09/2024

Submitted By:
Ramasamy, Sam
Phone# 609-953-6850 X
E-Mail: sam@prophoenix.com

Dear System Administrator Jay Jones,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. This proposal details the required software modules and associated support services in order to successfully implement the proposed solution. If hardware is being proposed and/or recommended, please take note of the specific operating requirements outlined in the Proposal Notes and/or Terms section.

Total Solution Cost :

Cost \$ 131,641.00

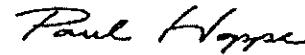
Proposal Amount \$ 131,641.00

Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.

Acceptance:

By: Gloucester County Emergency Services

ProPhoenix Corporation



09/27/24

Signature

Date

Signature

Date

Print Name

Title

Paul Hoppe

Executive VP

Print Name

Title

4.5 ProPhoenix Corporation

ProPhoenix Corporation ("Company") proposal contains information and data, which are privileged, confidential and/or proprietary to the Company. This information and data is commercially sensitive and/or financial in nature and is not made available for public review. This information is submitted on a confidential basis only in response to a specific customer request. The information contained herein is protected, among other things by the Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited unless otherwise required by law. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between Company and the third party which desires access to the information. The information contained herein is submitted for purposes of review and evaluation in connection with Company's response to the specific request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of the Company. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission from the Company unless otherwise required by law.

Cost Summary:

Category

ProPhoenix Items

AI	111,141.00
Phoenix APR (Pawn)	20,500.00
ProPhoenix Items Total :	131,641.00

Proposal total	131,641.00
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Item Details:

	Item Name	Qty
ProPhoenix Items		
AI		
AI-MUGMATCH	AI Mugmatch (facial recognition) service Site License for Gloucester County	1
AI-MUG-SETUP	AI Mugmatch Setup (Multijuris)	1
AI-PNX-BOT	AI Phoenix BOT (Phoenix AWS Connect) Proposal is based on the following assumptions: 1. Number of Admin Calls per day: 300 2. Number of Chat Calls per day: 0 3. Number of Town/Cities: 24 4. Average length per call (min): 3 5. Utterances per call (speech requests): 8 6. Average messages per chat: na 7. Percentage of callers who request post-call SMS: 100% 8. Number of phone lines: 24	1
AI-PNX-BOT-SETUP	AI Phoenix BOT one time setup	1
AI-TRANS-SETUP	AI Phoenix Transcription, Translation, Summarization (TTS) Setup	1
AI-TRANSCRIPT	AI Transcription, Translation and Summarization (TTS) Proposal is based on the following assumptions: 1. Number of Juris: 24 2. Number of files per day per Juris: 10 3. Average length (minutes) per file: 6 4. Number of transalation requests per day: 10 5. Average length per translation request (characters):1000 6. For Summary, estimated request size token:8000 7. For Summary, estimated completed size tokens:4000	1
Phoenix APR (Pawn)		
PAPR-LEA-W-MER	Phoenix APR - LEA - User Site License for Gloucester County	1
PAPR-MERCHANT	Phoenix APR - Merchant Site License for Gloucester County	1

Terms & Conditions

AI Mugmatch Setup (Multijuris)

ProPhoenix will establish the cloud account, ensuring all jurisdictional (Juris) data is configured. Setup the job server and perform a complete upload of all existing images. Additionally, enable automated uploading for any newly created images going forward.

AI Phoenix BOT (Phoenix AWS Connect)

- Handle non-emergency admin calls by BOT without Operator Intervention.
- The Customer is responsible for the maintenance and upkeep of the Q & A Database, which serves as the knowledge base for the BOT.

Conditions:

- All AI services shall be provided by Amazon Web Services (AWS), and all available features shall be subject to the offerings provided by AWS.

Term is located here: https://aws.amazon.com/service-terms/#4_AWS_Outposts

- No outbound calls
- No calls transferred out of Amazon Connect
- US East/West region

Pricing: The pricing for the Service shall be based on the AWS published rate as of September 20, 2023.

An annual reconciliation of the Service usage shall be conducted. Billing shall be adjusted to accurately reflect the actual usage of the Service during the reconciliation period.

AI Phoenix BOT one time setup

Phoenix BOT utilizes a Q&A database to address non-emergency administrative inquiries. The Customer is responsible for maintaining the Q&A database. The ProPhoenix Project Manager (PM) will collaborate with the Customer's Project Manager to establish AWS Connect, add in phone number porting, and ensure CAD eRequest connectivity. If Chat functionality is part of the proposal, the ProPhoenix PM will assist in validating its functionality and furnish the URL to the Customer's PM, who will be tasked with adding or publishing it to citizens.

AI Phoenix Transcription, Translation, Summarization (TTS) Setup

ProPhoenix will activate the Transcription, Translation, and Summarization services within RMS and confirm functionality with the Customer's Project Manager.

AI Transcription, Translation and Summarization (TTS)

Transcription is done using amazon transcribe state of art speech recognition models that are fully managed and continuously trained

- Audio file formats such as mp4, m4a, mp3, wav, webm can be consumed for processing
- Up to 4 speakers will be recognized and labelled
- After the audio/video file is processed, batch job and the audio file will be deleted from the S3 bucket

Amazon Translate is a neural machine translation service that delivers fast, high-quality, affordable, and customizable language translation.

- OpenAI is consumed using Azure hosting for security and no customer data is shared with other systems or for training any models
- Default prompt text provided by phoenix application, and it is customizable by the administrator (refer prompt text code)
- To reduce the hallucination, temperature on the AI model is set to 0.7, so that randomness on the sentence formation is reduced

Pricing: The pricing for the Service shall be based on the AWS & Azure published rate as of September 20, 2023.

An annual reconciliation of the Service usage shall be conducted. Billing shall be adjusted to accurately reflect the actual usage of the Service during the reconciliation period.

Phoenix APR (Pawn)

Phoenix APR - LEA - User

Law Enforcement Agency will be granted licenses to access and administratively control the merchant entry of required property information. This information will be stored and accessed in the AWS Government Cloud environment. Both LEA and Merchant licensing required.



Item Details:

	Item Name	Qty
<u>ProPhoenix Items</u>		
AI		
AI-MUGMATCH	AI Mugmatch (facial recognition) service Site License for Gloucester County	1
AI-MUG-SETUP	AI Mugmatch Setup (Multijuris)	1
AI-PNX-BOT	AI Phoenix BOT (Phoenix AWS Connect) Proposal is based on the following assumptions: 1. Number of Admin Calls per day: 300 2. Number of Chat Calls per day: 0 3. Number of Town/Cities: 24 4. Average length per call (min): 3 5. Utterances per call (speech requests): 8 6. Average messages per chat: na 7. Percentage of callers who request post-call SMS: 100% 8. Number of phone lines: 24	1
AI-PNX-BOT-SETUP	AI Phoenix BOT one time setup	1
AI-TRANS-SETUP	AI Phoenix Transcription, Translation, Summarization (TTS) Setup	1
AI-TRANSCRIPT	AI Transcription, Translation and Summarization (TTS) Proposal is based on the following assumptions: 1. Number of Juris: 24 2. Number of files per day per Juris: 10 3. Average length (minutes) per file: 6 4. Number of translation requests per day: 10 5. Average length per translation request (characters):1000 6. For Summary, estimated request size token:8000 7. For Summary, estimated completed size tokens:4000	1
<u>Phoenix APR (Pawn)</u>		
PAPR-LEA-W-MER	Phoenix APR - LEA - User Site License for Gloucester County	1
PAPR-MERCHANT	Phoenix APR - Merchant Site License for Gloucester County	1



ProPhoenix Corporation

LEA is responsible for communication with ProPhoenix regarding agency or merchant technical issues. ProPhoenix will not provide direct assistance to the licensed merchants.

Phoenix APR - Merchant

ProPhoenix will provide license(s) necessary for merchant access to the Phoenix Automated Property Reporting System. Administrative control of the program features will be provided to the Law Enforcement agency with jurisdiction over the merchant.

Annual license renewal is required to continued use.