

**MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000**

**FURNISHING AND DELIVERY OF CREDIT/DEBIT CARD
PAYMENT SERVICES THROUGH TELEPHONE,
ELECTRONIC TRANSMISSION, IN PERSON,
AND BY INTERNET ACCESS**

BID NO: #0005-14

ADVERTISED: FRIDAY, NOVEMBER 8, 2013

BIDS DUE: WEDNESDAY, NOVEMBER 27, 2013 at 10:00 AM

TO APPEAR IN PAPER: FRIDAY, NOVEMBER 8, 2013

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System HEADQUARTERS BUILDING, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **WEDNESDAY, NOVEMBER 27, 2013** and then publicly read aloud for the following:

**1. FURNISHING AND DELIVERY OF CREDIT/DEBIT CARD
PAYMENT SERVICES THROUGH TELEPHONE, ELECTRONIC
TRANSMISSION, IN PERSON, AND BY INTERNET ACCESS
(BID #0005-14)**

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Doing Business with Us;” “Request for Bids”** or at Monmouth County Park System, Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours 8:00 a.m. and 4:30 p.m., Monday through Friday. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in sealed envelopes bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids must be delivered at the place and before the hour mentioned above.

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

All inquiries are to be directed to the Purchasing Department at (732) 842-4000.

By order of the Board of Recreation Commissioners of the County of Monmouth.

Edward J. Loud, Chairman
James J. Truncer, Secretary-Director
Stephanie Weise, Purchasing Agent

GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
NON-CONSTRUCTION**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and 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 each 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" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 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 \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

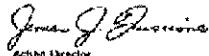
Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
N.J. BUSINESS REGISTRATION CERTIFICATES:

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 212 TRENTON, N.J. 08646-0212</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 <small>Acting Director New Jersey Division of Revenue</small>
<small>FORM-DBR(03-03) THIS CERTIFICATE IS NOT VALID UNLESS IT IS REGISTERED WITH THE DIVISION OF REVENUE</small>		

17. Any proposal not meeting the requirements set forth herein may be rejected.

ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED DOCUMENTS LISTED ON THE CHECKLIST

GENERAL SPECIFICATIONS

INTENT:

It is the intent of this specification to describe and govern the **FURNISHING AND DELIVERY OF CREDIT/DEBIT CARD PAYMENT SERVICES THROUGH TELEPHONE, ELECTRONIC TRANSMISSION, IN PERSON, AND BY INTERNET ACCESS (BID #0005-14)** hereafter, referred to as the items.

SCOPE:

The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.

GENERAL:

The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.

EQUAL/TIE BIDS:

In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.

PRICE DISCREPANCY:

If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the agency retains the right to recompute the extended price.

The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.

GUARANTEE:

The bidder shall guarantee that the items and all its parts shall comply with this specification.

PRODUCT:

Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.

QUANTITY:

Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.

PROPOSAL FORM:

Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

SAMPLE ONLY - PAGE #1

CONTRACT

This AGREEMENT, made and entered into this day of A. D. Two Thousand and - and between the MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, a body corporate and politic of the State of New Jersey, party of the first: part; AND

party of the second part.

WITNESSETH: That in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, the party of the second part hereby covenants and agrees to furnish and deliver to the Monmouth County Board of Recreation Commissioners, in strict and entire conformity with the specifications hereto annexed, which are made a part of the Agreement as fully with the same effect as if the same had been set forth at length in the body of this Agreement.

The party of the second part agrees to make payment of all proper charges and labor and materials 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 name and description, including royalty fees and claims for the use of patented materials or payments and from all damages to which the said party of the first part or any of its officers, agents and servants may be put by reason or injury to the person or property of others resulting from carelessness in the performance of said work, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agent or agents.

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, out of, or by reason of the work done and materials furnished under this contract.

If proposals received for this contract include unit prices, the party of the first part reserves the right to increase or decrease any or all quantities in each item at the unit price bid.

IN CONSIDERATION OF the premises, the party of the first part agrees to pay the party of the second part for the said furnishing and delivery of

SAMPLE ONLY - PAGE #2

the same payable at the time and in the manner set forth in the specifications and proposal in connection with the same, which are a part of this contract, the same as though specifically set forth herein and attached hereto and made a part hereof is a true copy of the advertisement for bids.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed by the Chairman and attested by its Secretary, with it's corporate seal hereto affixed, on *this* day and year first above written. The party of the second part Is required to tactfully execute and carry out all requirements of the Affirmative Actions of P.L. 1975 c. 127.

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

BY: _____
Edward J. Loud, Chairman

BY: _____

ATTEST:

ATTEST:

James J. Truncer
Secretary-Director

DATE: _____

DATE: _____

SPECIFICATIONS FOR THE FURNISHING AND DELIVERY OF CREDIT/DEBIT CARD PAYMENT SERVICES THROUGH TELEPHONE, ELECTRONIC TRANSMISSION, IN PERSON, AND BY INTERNET ACCESS TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NJ 07738

SCOPE:

For furnishing credit/debit card payment services through telephone, electronic transmission, in person and by internet access to include credit verification and ticket transaction services as described in the contract documents, specifications, and proposal sheet.

PROPOSAL:

The Monmouth County Park System (hereafter referred to as the Park System) requires a credit/debit payment service whereby the valid Visa, Mastercard or Discover holders of credit/debit cards may charge purchases through telephone, electronic transmission, in person or by internet access, subject to the credit/debit card cardholder's available credit limit, for programs and services offered by the Park System and the successful bidder will purchase the debt resulting wherefrom, or transfer of funds, providing the transaction complies with the contract documents, specifications and proposal page.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS NON-CONSTRUCTION:

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and 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 each 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" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 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 \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at:

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

BIDDER'S QUALIFICATIONS:

1. All bidders must be engaged in providing the services as outlined in these specifications.
2. All bidders shall have a proven record of having provided this service requirement.
3. Bidders must possess appropriate state and local licenses.
4. The bidder personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The Park System reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.
5. All bidders must be currently engaged in the business of credit/debit card services, through telephone, electronic transmission, in person and by internet access, and must have been engaged in this field for a period of no less than three (3) years.
6. All bidders shall have an established business office located within 50 street miles from the Monmouth County Park System Headquarters, 805 Newman Springs Road, Lincroft, NJ. Bidder shall have a customer service representative responsible for the administration of this account. The Representative must be available to respond to any site included in this contract for the purpose of resolving problems with processing and/or with processing equipment. Response is to be within four (4) hours of notification by Park System. Actual response to be conducted between the hours of 7:00 A.M. and 6:00 P.M..

CONTRACT PERIOD:

This contract is for one year, from date of the award through 31 December 2014, a renewal option for two (2) additional calendar years in consecutive one (1) year increments, exercisable at the sole discretion of the Park System. (All contracts and extensions to end on December 31)

In the event the Park System exercises its option to renew this contract beyond the initial one-year period, the card service rate and transaction fee for each renewal term shall be the same as year one of the contract. Interchange adjustments made by Visa, Mastercard or Discover may be passed on to the Park System. Contractor must substantiate adjustments by providing documentation from Visa, Mastercard or Discover.

The Park System shall provide written notice of its intent to exercise its renewal option 60 days prior to the anniversary date of the contract.

PRICING:

All fees, charges and rates as noted on proposal page shall remain firm against any increase for the duration of the contract, with the exception of interchange adjustments made by Visa, Mastercard or Discover.

INDEMNITY:

If a contract is awarded, the successful bidder will be required to indemnify and hold the County of Monmouth harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of any person arising out of or attributable to the bidder's performance of the contract awarded.

Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Park System; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by an cause whatsoever.

COORDINATION:

After contract award, all coordination for services required will be with the Park System, Project Manager, Karen Rutt. Ms. Rutt is a Keyboarding Clerk 2, and can be reached at telephone number 732-842-4000, Ext. 4288 or by email at krutt@monmouthcountyparks.com.

Bidder shall designate a project manager. All coordination between the Park System and the successful bidder shall be the responsibility of the project managers.

SUBMISSION OF PROPOSAL DOCUMENTS:

This Invitation to submit a proposal requires the return of all documents that are marked for return, including, but not limited to, Proposal Pages, Affidavit/Signature Page, and any exceptions the bidder may take on company letterhead. Failure to return the required documents may be cause for rejection of bid.

Proposal documents shall be submitted to the Monmouth County Park System, Headquarters, 805 Newman Springs Road, Lincroft, N.J. 07738 no later than 10:00 A.M. on the day bids are scheduled to be opened.

EXCEPTIONS:

The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish statement will mean that the bidder agrees to meet all requirements of the Request for Proposal.

TERMINATION:

Termination for Convenience: The Park System may terminate this contract in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the bidder. The Park System shall pay all reasonable costs incurred by the bidder up to the date of termination. However, in no event shall the bidder be paid an amount, which exceeds the price proposed

for the work performed. The bidder shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the bidder has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the Park System. Failure on the part of a bidder to fulfill the contractual obligations shall be considered just cause for termination of the contract. The bidder will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring another vendor and completing the work.

INTERPRETATION:

The contract resulting from this proposal shall be construed under the laws of the State of New Jersey.

NON-ASSIGNMENT OF CONTRACT:

The bidder shall not assign the contract, or any portion thereof.

DELIVERY/INSTALLATION:

Equipment required providing the credit/debit card payment service shall be delivered and installed at: **(SEE LIST OF LOCATION AND ANTICIPATED EQUIPMENT NEEDS)**

A minimum of 24-hour notification of delivery and installation of equipment shall be given to Ms. Karen Rutt, Monmouth County Park System, telephone number 732-842-4000, Ext. 4288, email krutt@monmouthcountyparks.com.

SPECIFICATIONS:

1. The successful bidder shall provide a complete credit/debit card payment service through telephone, electronic transmission, in person, and by internet access, including credit verification and ticket transaction services to the Park System (Various Locations).
2. The successful bidder must be in compliance with the Payment Card Industry Data Security Standard safeguarding sensitive data for all card brands.
3. The service shall be available to all credit and debit cardholders.
4. Bank of America is the County's Banking services bank for credit card accounts. The successful bidder shall be required to use the Bank of America, Route #9 South, Freehold, N. J. 07728 for processing of credit/debit card services.
5. All bidders shall describe, on company letterhead, the process and mechanism for remitting credit card receipts to the County's bank.
6. All credit card receipts shall be deposited to the County's bank within 2 days or less (excluding Saturdays, Sundays and bank holidays) from the sales transaction date.
7. Any "refund" batch, one in which a negative batch total results from credits/refunds exceeding sales, shall be debited from the County's checking account within 5 days or less (excluding Saturdays, Sundays and bank holidays) from the sales transaction date.
8. The credit/debit card payment service shall include multiple merchant accounts as follows: (2) Park System Program Registration fees, (1) Turkey Swamp Park campground rentals and (6) for Golf Course fees and sales.

9. An estimated average sales/ticket transaction of:
 - Program Registration \$69.01
 - Park Rentals, Golf Fees, and Sales \$44.22
10. Park System combined Visa, MasterCard and Discover sales volume total of 174,689 transactions for a total of \$8,401,952.14. (SEE ATTACHED 2012 CREDIT CARD RECEIPT REPORT)
11. Utilization of data capture technology for authorization and deposit of all credit card brand transactions.
12. The successful bidder shall submit their card source rate and transaction fee for processing each individual transaction, to include credit cards and debit cards, through telephone, electronic transmission, in person, and by internet access.
13. The successful bidder shall identify and submit with the bid all other applicable fees including, but not limited to, Application/Set Up Fee, Annual Fee, Monthly Minimum Billing Fee and Charge back Handling Fee.

REPORTS:

The successful bidder shall provide to the Park System monthly merchant statements for each merchant account (Program Registration, Park rentals and sales, and Golf Course fees and sales). The monthly merchant statement shall list deposits, adjustments, fees and rates.

The successful bidder must also grant the Park System online access to all merchant accounts to view batch details including deposit amounts, individual batches details, chargeback details, etc.

SERVICES:

The successful bidder shall provide, at no cost to the county, training sessions as may be required by the County on authorization and data capture terminal operations as well as point of sale procedures for credit/debit cards.

The successful bidder shall provide, at no cost to the County, and within 24 hours notification by the county, technical service as may be required in the event of operational difficulties related to transmission (batch or otherwise) of daily transactions through software to the successful bidder's terminal operation. The successful bidder must have the expertise to identify the problem source and recommend problem resolution.

OPERATING SUPPLIES:

The successful bidder shall provide, at no cost to the County, all point-of-sale supplies to include, but not limited to ribbons, thermal roll paper, etc. The successful bidder shall absorb all shipping and handling cost for delivery of point-of-sale supplies.

EQUIPMENT TO BE SUPPLIED:

The successful bidder shall furnish the following equipment (or equivalent) as necessary to provide the credit/debit payment services as specified. The equipment shall be furnished complete in every detail and ready to use when delivered to the Park System. Bidder shall indicate on proposal page the monthly rental price of each piece of equipment listed. Rental price to include complete maintenance of equipment. No warranty or maintenance fees shall be paid by the County. Periodically, during the period of the contract, the Park

System may need additional equipment for special events or functions. Bidder is to indicate on proposal page a short-term monthly rate. Bidder agrees that over the course of the contract, to update existing equipment to insure that the Park System has the latest equipment available. Equipment rentals may be discontinued at the Park Systems discretion at any time.

CREDIT/DEBIT CARD READER WITH BUILT IN PRINTER
VERIFONE V570 or Equivalent

SPECIFICATIONS:

PROCESSOR:

32-bit microprocessor

MEMORY OPTIONS:

1.5, 3, or 4 Mbytes

DISPLAY:

128 x 64 pixel LCD with backlighting; supports 8 lines x 21 character, including graphics

MAGNETIC CARD READER:

Triple Track (tracks 1, 2, 3) high coercivity, bi-directional

PRIMARY SMART CARD READER:

ISO 7816, 3V, or 5V synchronous and asynchronous cards EMV-certified

KEY PAD:

3 x 4 numeric keypad, plus soft-function keys and 4 screen addressable keys

PERIPHERAL PORTS:

Two RS-232 ports and 1 telco port support peripherals

PRINTER:

Integrated Thermal printer with graphics capabilities
12.5 lps, 24/32/42 columns
Standard roll paper 58 mm (2.25in.) x 25M

COMMUNICATIONS MODULES:

DIAL: Bell 103/212a; ITU V.21/V.22/V.22bis/V.32/V.32bis-300/1200/2400/9600/14.4kbps; V.42 LAPM error correction

ISDN: DSS1 (Euro-ISDN) or 1TR6(German National ISDN) ITU-V.110/V.120 in B channel; X.75, PPP, or HDLC in B channel, X.25 in B or D channels; X.31 in D or B channels (9600/64000bps); ML-PPP

(PAP or CHAP – MD5 or Microsoft CHAP variants).

10Base T Ethernet: Standard RJ45 connection; supports general internet protocols: FTP, TCP/IP, UDP DNS, SMTP, POP3, MIME, HTTP, and Telnet; LAN internet protocols: ARP, ICMP and DHCP; 10 sockets (2 server sockets), AT+I application-level commands, SerialNET transparent session. Internet Security: SSL

PROTOCOL:

Application selects between asynchronous protocols (Visa1, Visa2, and Others) and synchronous protocols (including ISO 8583/SDLC)

SECURITY:

3DES encryption: DUKPT and Master/Session key management; PED certified; VeriShield file authentication

PHYSICAL:

Length: 210 mm (8.3in.)
Width: 104 mm (4.1 in.)
Depth, including printer spool: 83 mm (3.3 in.)
Weight: 760 g (1.7 lbs.)

ENVIRONMENT:

0-40 C/32-104 F operating temperature
5% to 90% relative humidity, non-condensing

POWER:

100-240 VAC, 50/60 Hz
input 22-26 VDC, 1.5Amp

Upon request, the successful bidder shall provide, at no cost to the County, manual credit card imprinters and appropriate supplies. Bidder shall absorb all shipping and handling cost for both the imprinters and supplies, as needed.

METHOD OF AWARD:

The Park System intends to make award to the lowest responsible bidder meeting specifications for the Total Proposal for an estimated amount of \$110,000.00. Bidders must bid on all items listed to be considered. For purposes of determining the low responsible bidder, the Park System may consider start up time (including hardware and program activation time). Award to be based on a total evaluation of all costs as listed on proposal page and to evaluate other factors such as customer service, support functions, card service fees and equipment rental, etc.

PAYMENT:

The successful bidder shall be reimbursed for monthly services performed under the contract by multiplying the Park System's month's gross sales times the vendor's card discount fees and authorization fees for each merchant account and submitting an invoice to the Park System for the total amount due. This transaction shall take place during the first week of the month for the preceding month's activity. The invoice will be submitted for payment to the next scheduled Board Meeting. Late charges should not be accessed to the account. Vendor shall also be reimbursed for the following equipment and service:

1. Equipment Rentals
2. Interchange Fees
3. Monthly Service Charges
4. Settlement Statement Fees
5. Confirmation Letter Fees

LIST OF LOCATIONS AND ANTICIPATED EQUIPMENT NEEDS:

1. Monmouth County Park Systems Administration
Reservations Department
805 Newman Springs Road
Lincroft, N.J. 07738
Telephone Number: 732-842-4000, Ext. 4230
Contact Person: Patricia Douglas

EQUIPMENT REQUIRED:

(2) Transaction Terminals

2. Turkey Swamp Park
200 Georgia Road
Freehold, N.J. 07728
Telephone Number: 732-625-9826
Contact Person: Chris Plantamura

EQUIPMENT NEEDED:

(1) Transaction Terminal

3. Hominy Hill Golf Course
92 Mercer Road
Colts Neck, N.J. 07722
Telephone Number: 732-462-9222
Contact Person: Eric Kaplan

EQUIPMENT NEEDED:

(1) Transaction Terminal

4. Pine Brook Golf Course
1 Covered Bridge Road
Manalapan, N.J. 07726
Telephone Number: 732-536-7272
Contact Person: Lynn Duncan

EQUIPMENT NEEDED:

(1) Transaction Terminal

5. Howell Park Golf Course
Preventorium Road
Howell, N.J. 07727
Telephone Number: 732-938-4771
Contact Person: Hal Ayers

EQUIPMENT NEEDED:

(1) Transaction Terminal

6. Shark River Park Golf Course
320 Old Corlies Road
Neptune, N.J. 07753
Telephone Number: 732-922-4141
Contact Person: Tom Ketcham

EQUIPMENT NEEDED:

(1) Transaction Terminal

7. Bel-Aire Golf Course
3108-3110 Allaire Road
Wall, N.J. 07719
Telephone Number: 732-449-6024
Contact Person: Vern Hasselbrock

EQUIPMENT NEEDED:

(1) Transaction Terminal

8. Charleston Springs Golf Course
101 Woodville Road
Freehold, N.J. 07728
Telephone Number: 732-409-7227
Contact Person: Gregg Wolff

EQUIPMENT NEEDED:

(1) Transaction Terminals

BIDDER'S CHECKLIST

BID #: 0005-14

(Owner's checkmarks)



Items submitted with bid
(Bidder's **INITIALS**)



**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE BID IS
MANDATORY CAUSE FOR REJECTION**

<u> X </u>	Proposal (Original)	_____
<u> X </u>	Statement of Ownership	_____
<u> X </u>	Non-Collusion Affidavit	_____

**B. ITEMS REFERRED WITH THE BID, BUT MANDATORY PRIOR
TO AWARD OF CONTRACT**

<u> X </u>	Copy of the N.J. Business Registration Certificate for the bidder and any designated subcontractors	_____
<u> X </u>	EEO/Affirmative Action Compliance Notice	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
_____	Resume(s)	_____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND
RETURNED WITH ALL DOCUMENTS**

Submitted by: _____
(Company Name)

PROPOSAL

FOR THE FURNISHING AND DELIVERY OF CREDIT/DEBIT CARD PAYMENT SERVICES THROUGH TELEPHONE, ELECTRONIC TRANSMISSION, IN PERSON, AND BY INTERNET ACCESS TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NJ 07738

We, the undersigned, agree to furnish and deliver the above titled item in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various bid documents, at the following price:

A. Card Service Rate:

Merchant Account (Telephone/Electronic Transmission/In Person):

Master Card _____ %

Visa _____ %

Discover _____ %

Merchant Account (Virtual/Internet Access):

Master Card _____ %

Visa _____ %

Discover _____ %

B. Transaction Fee (If Applicable):

Merchant Account (Telephone/Electronic Transmission/In Person):

Master Card \$ _____

Visa \$ _____

Discover \$ _____

Debit Card \$ _____

Merchant Account (Virtual/Internet Access):

Master Card \$ _____

Visa \$ _____

Discover \$ _____

Debit Card \$ _____

C. Other Fees (If Applicable per Merchant Account):

Monthly Minimum Billing Fee: \$ _____
Chargeback Handling Fee: \$ _____
Monthly Statement Fee \$ _____
Non Qualified Surcharge: \$ _____
PCI Compliance Fee: \$ _____
Other (explain): \$ _____

D. All credit card receipts shall be deposited to the County's Bank within 2 days or less (Excluding Saturdays, Sundays and Bank Holidays) from the sale transaction date.

_____ YES _____ NO

All "refund" batches shall be debited from the County's bank account within 5 days or less from the batch settlement date?

_____ YES _____ NO

E. Itemized Equipment Price List (Including Installation & Maintenance of Equipment):

Description	Lease Price/Month
Terminal/Printer – annual basis	\$ _____
Virtual Hand Held Terminal/Printer – annual basis	\$ _____
Terminal/Printer – special functions	\$ _____

F. Start Up Time (Including Hardware and Program Activation Time)
From Date of Purchase Order: _____ -Calendar Days.

The start up time may be considered in determining the award.

G. Contractor's Project Manager: _____
(Print or Type Name)

Telephone Number: _____

- I. Any alterations to figures on this form must be initialed in ink by persons signing the proposal.
- J. Monmouth County is exempt from all local, state and federal taxes, and prices stipulated by the proposer are considered maximum and are not subject to any increase due to taxes or any other cause or reason.

VARIANCE: _____

PROPOSAL OF: _____

ADDRESS _____

SIGNED _____ TITLE _____

FEDERAL TAX ID # OR SOCIAL SECURITY # _____

DATE _____ TELEPHONE# _____ FAX # _____

CAUTION

REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A.40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder “A”, is entirely owned by corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “B”. Furthermore, if corporation “C” owns 10% or more of corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “C”, and so on, until the names and addresses of all persons, i.e., human beings, in this “10%” chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

STATEMENT OF OWNERSHIP

Name of Business: _____

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.

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
<hr/>	
Name:	Name:
Home Address:	Home Address:
<hr/>	
Name:	Name:
Home Address:	Home Address:

(Signature)

(Print Name & Title)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF

ss:

I,

of the City of

in the County of

and the State of

of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of the bidder making the Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said bidder 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 Monmouth 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 _____
(Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to _____

(Also type or print name of affiant under signature)

before me this day
of 20

Notary Public of My commission expires , 20

OFFICIAL SEAL OR STAMP REQUIRED.

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. 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.
- c. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**.

- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. 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.
- h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
 - Certificate of Employee Information Report
 - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)
- j. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ **SIGNATURE:** _____
PRINT NAME: _____ **TITLE:** _____
DATE: _____