



John P. Kelly, Freeholder Director
Gerry P. Little, Freeholder Deputy Director
John C. Bartlett, Jr., Freeholder
Virginia E. Haines, Freeholder
Joseph H. Vicari, Freeholder

Michael J. Fiure, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent

**COUNTY OF OCEAN
ADMINISTRATION BUILDING
101 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753**

BID

SPECIFICATIONS

FOR

***INMATE COMMISSARY AND BANKING
SERVICES***

2016

Bid Category: Miscellaneous Commodities and Services-18

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **INMATE COMMISSARY AND BANKING SERVICES** for the County of Ocean, will be received by the Director of Purchasing of the County of Ocean at the Administration Building, 101 Hooper Avenue, Toms River, New Jersey, on **Tuesday, MARCH 15, 2016** at 11:00 A.M., prevailing time.

Specifications and form of proposal are on the **WEBSITE** or on file in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey and may be obtained upon request. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

*Bid Portal Site – <http://www.co.ocean.nj.us/ocbidportal.nsf>

The right to reject any and all bids is reserved.

By order of the Board of Chosen Freeholders of the County of Ocean.

Signed: **JOHN P. KELLY**
Freeholder Director

JENNIFER L. BOWENS
Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. All Bids:

- ***WILL BE OPENED PUBLICLY IN THE ADMINISTRATION BUILDING, ROOM 119, 101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY, COMMENCING AT 11:00 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.***
- ***MUST BE ENCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE BIDDER, THE NAME OF THE BID AND THE DATE OF BID OPENING ON THE OUTSIDE.***
- ***WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE PURCHASING AGENT AT THE TIME THE BIDS ARE CALLED FOR.***
- ***WHICH ARE TO BE MAILED, SHALL BE MAILED TO THE:***

***CLERK OF THE BOARD OF FREEHOLDERS
101 HOOPER AVENUE- ROOM 328
P.O. BOX 2191
TOMS RIVER, NJ 08754-2191***

AND MUST BE RECEIVED PRIOR TO 10:30 A.M., PREVAILING TIME ON THE DATE ON WHICH THEY ARE TO BE OPENED.

- ***THE COUNTY WILL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO BIDS WILL BE ACCEPTED IF RECEIVED AFTER THE TIME STIPULATED IN THE NOTICE TO BIDDERS.***
- ### **2. Bidders must complete and sign all procedural documents included with the bid package:**
- ***NON-COLLUSION AFFIDAVIT***
 - ***AFFIRMATIVE ACTION QUESTIONNAIRE***
 - ***SIGNATURE PAGE***
 - ***STATEMENT OF OWNERSHIP (CHAPTER 33 OF THE LAWS OF 1977)***
 - ***DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN***
 - ***ACKNOWLEDGMENT OF RECEIPT OF ADDENDA OR REVISIONS (IF ISSUED)***
 - ***PRICE SCHEDULE***
 - ***ANY OTHER DOCUMENTS THAT MAY BE REQUIRED IN THE SPECIFICATIONS***

Failure to do so, will be cause for rejection. Each bid must be signed in ink or ballpoint pen by person authorized to do so. (Black ink preferred)

3. The County reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the County to do so.

4. In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

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

6. The contractor shall maintain insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile and shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

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

Comprehensive General Liability

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

Comprehensive General Liability shall include the following:

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

Comprehensive Automobile Liability shall include the following:

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

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

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

Copies of each insurance certificate shall be furnished to the County when requested.

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

8. NO BID SECURITY

9. NO PERFORMANCE BOND

10. Bidders must use the proposal form furnished by the County when submitting their bid.

11. A copy of bidder's New Jersey Business Registration Certificate should be included with the bid. If it is not, it will be required prior to award of the contract.

12. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

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

14. Contract will be awarded to the bidder who will provide to the Ocean County Department of Corrections the highest percentage of the gross revenues from all commissary sales.

15. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

16. Award will be made by Ocean County Board of Chosen Freeholders within sixty (60) days after receipt of bids.

17. Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable.

18. Equal or Tie Bids. The County of Ocean reserves the right to award at their discretion to any one of the tie bidders.

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

20. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

21. Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid.

22. The contract shall be in effect for three (3) years from date of award. The County reserves the right to extend the contract for two (2) additional years.

23. Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids the County assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.

24. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

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

26. **Public Works Contractor Registration Act**

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed contractors comply.
- Contractors are encouraged to submit their and all named contractors' Public Works Contractor Registration Certificates with the bid.

27. This agreement shall not be assigned without the written consent of the County of Ocean.

28. **NJ ONE CALL**. By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

29. **Special Surety Bid Requirements for Certain Construction Projects**. The attention of the bidder is called to the provisions of P.L. 1995, Chapter 384 enacted on January 10, 1996 which requires that the County of Ocean shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

30. **New Jersey Business Registration Requirements.** N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must 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. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Please see samples of acceptable Business Registration Certificates on next page.

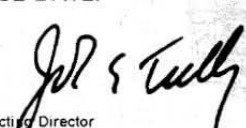
31. **Pay to Play Requirements:** The Vendor/Contractor must file an annual political contribution disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Vendor/Contractor receives contracts from public entities totaling in excess of \$50,000 in a calendar year. It is the Vendor's/Contractor's responsibility to determine if the filing of an ELEC disclosure statement is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

32. **Statement of Ownership (Chapter 33 of the Laws of 1977).** 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.

33. **Certification of Non-Involvement in Prohibited Activities in Iran.** Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.


34. For further information regarding the specifications contact: Sandra J. Mueller, Warden at (732) 929-2137 or Erick Kiefer, Business Manager at (732) 288-7631.

35. This contract may be unilaterally terminated by the County upon thirty days notice to the vendor if the vendor violates any terms or provisions outlined above or anywhere in this document.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 <small>Acting Director</small>	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

THESE ARE SAMPLES OF THE **ONLY** ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO SUBMIT ONE OF THESE DOCUMENTS WILL CAUSE YOUR BID TO BE REJECTED, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.

 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: 20041014112823533	

NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

: ss

COUNTY OF _____ :

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 Ocean 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 _____.
(N.J.S.A. 52:34-15). (Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to
before me this _____
day of _____, 20____.

Notary Public of
My commission expires

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AFFIRMATIVE ACTION QUESTIONNAIRE

NOTICE TO ALL CONTRACTORS

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- ☐ Procurement and/or Service Company
☐ Professional Consultant
☐ Other _____

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A New Jersey Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

SIGNATURE PAGE

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership

The undersigned is a Corporation under the law of the State

Individual

of _____, having principal offices
at _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS _____

FEDERAL IDENTIFICATION NO. _____

STATEMENT OF OWNERSHIP

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF STOCKHOLDERS OR PARTNERS
OWNING MORE THAN 10% OF _____

(NAME OF ORGANIZATION)

IN COMPLIANCE WITH CHAPTER 33 OF THE LAWS OF 1977.

The following constitute the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the bidder is a partnership who own 10% or more of the corporate stock of the bidder of any class or of all individual partners in the partnership who own 10% or greater interest therein.

In the event no stockholder or partner owns 10% or greater, please so indicate at the appropriate space on this form.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership are as follows:

NAME _____ ADDRESS _____	PERCENTAGE OF OWNERSHIP
NAME _____ ADDRESS _____	_____
NAME _____ ADDRESS _____	_____
NAME _____ ADDRESS _____	_____
NAME _____ ADDRESS _____	_____
NAME _____ ADDRESS _____	_____
NAME _____ ADDRESS _____	_____

IF NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE OF THE CORPORATE STOCK OR OWNERSHIP OF THE BIDDER, CHECK HERE _____

I certify that the foregoing information is correct.

Signature of Secretary or Partner

Print Name and Title

of

Corporation or Partnership

THIS FORM MUST BE COMPLETED AND SIGNED

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed below nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.****

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.

Name _____	Relationship to Bidder _____
Description of Activities _____ _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder Contact Name _____ Contact Phone Number _____	

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Ocean is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder: _____

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

BID DOCUMENT CHECKLIST

Bid Title: INMATE COMMISSARY AND BANKING SERVICES

**Items required
with bid**
↓

**Items submitted
(Bidder's INITIALS)**
↓

**A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS
MANDATORY CAUSE FOR REJECTION OF BID.**

<u>X</u>	Statement of Ownership (Chapter 33 of the Laws of 1977)	_____
<u>X</u>	Acknowledgment of receipt of addenda or revisions (if issued)	_____
<u>X</u>	Disclosure of Investment Activities in Iran	_____
<u>X</u>	Price Schedule	_____

**B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS
MAY BE CAUSE FOR REJECTION OF BID.**

<u>X</u>	Non-Collusion Affidavit	_____
<u>X</u>	Affirmative Action Questionnaire	_____
<u>X</u>	Signature Page	_____
<u>X</u>	Copy of Bidder's New Jersey Business Registration Certificate	_____
<u>X</u>	Suggested menu of products & prices	_____
<u>X</u>	Requirements as listed under: Qualifications	_____
<u>X</u>	Original & 3 additional copies of bid	_____
<u>X</u>	Contractor's Data Sheet	_____
_____	Descriptive Literature and Technical Specifications	_____
_____	Product Samples	_____
_____	References	_____
_____	Other:	_____

C. DOCUMENTS THAT MAY BE INCLUDED WITH THE BID

_____	Copy of Bidder's & Named Contractor's Public Works Contractor Registration Certificate(s)	_____
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**D. 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.**

ADDENDUM ACKNOWLEDGMENT

COUNTY OF OCEAN

ADDENDUM NO: _____

ADDENDUM NO: _____

ADDENDUM NO: _____

ACKNOWLEDGMENT

PROJECT ENTITLED: _____

Acknowledgment is hereby made of the receipt of Addendum No. _____ containing information for the above referenced project.

BIDDER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF BIDDING. FAILURE TO DO SO WILL RESULT IN BID REJECTION.

INMATE COMMISSARY AND BANKING SERVICES

INTENT

The purpose of this bid package is to provide the County of Ocean with Inmate Commissary and Banking Services for the Ocean County Department of Corrections.

NO ASSIGNMENT

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.P.L. 1977, Chapter 33.

BID REVIEW

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the openings for any interested party that may wish to review them.

AVAILABILITY OF FUNDS

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Director of the Department of Purchase.

MODIFICATIONS & WITHDRAWALS

Telegraphic or Electronic bids will not be considered. Bids may be withdrawn based on written request received from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request shall be signed by the bidder or proper corporate officers.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

TERMS AND SCHEDULE

The term of this agreement shall be for the three (3) years from date of award. The County reserves the right to renew the contract for an additional two (2) years by mutual agreement, at the same percentage of gross revenue as bid on. The County reserves the right to unilaterally cancel this contract for just cause upon thirty (30) days notice to the successful bidder.

SUBMITTAL REQUIREMENTS

Contractor must submit one (1) signed and executed original and three (3) copies of the bid at the opening.

GENERAL INFORMATION

The County of Ocean is soliciting proposals from experienced commissary services contractors to provide to the Ocean County Department of Corrections a full range of commissary services for its inmates and an inmate banking system to account for inmate personal funds. The following objectives must be met in order for a contract to result from this process:

1. To deliver high quality commissary services to the inmates of the jail.
2. To provide the jail with a computerized inmate banking system that meets this specification.
3. To operate the commissary service program and the inmate banking system in a cost-effective manner and at no cost to The County of Ocean.
4. To maintain an open collaborative relationship with the administration and staff of the jail as well as any other agency and department.
5. To maintain a market price philosophy with regard to the retail-selling price of the commissary items to the inmates.

REASON FOR PROCUREMENT

It is the County's primary objective that its commissary operate in an efficient and effective manner in order to maintain the security of the institution. Also needed is a quality computerized inmate banking system.

It is the County's desire to have the cost related to the commissary operation, which will be completely performed by the successful bidder, and the inmate banking system, to be covered in the prices of the commissary products sold to the inmates. Additionally, the County desires a return of profit to the Ocean County Inmate Welfare Fund. The County also desires to have prices of the commissary items fall within a reasonable market price philosophy.

QUALIFICATIONS

The successful bidder must demonstrate, to the satisfaction of the County, the bidder's capabilities to perform this contract. Bidders must submit evidence and documentation of its ability to fulfill the specification's requirements. Therefore, the following must be submitted with bid:

1. Evidence of adequate financial resources, which includes:
 - A. Audited financial statements for the last 3 years
 - B. Trade references from three sources in the Corrections Industry, at least five (5) years each.
2. Evidence of experience and proven capabilities to handle a contract the size and complexity of Ocean County, which includes:
 - A. References from a Correctional institution. Proof of a same day delivery from an off-site warehouse must be included with the references.
 - B. Information on company history which shows a minimum of five (5) years experience in the Corrections Industry.

QUALIFICATIONS (CONT'D)

3. Evidence of the ability of the bidder to comply with an inmate banking system as specified in this specification. This system must include both the hardware and software. This must include:
 - A. The right of the County to have a live demo
 - B. Reference from at least two (2) correctional facilities where the bidder has installed three (3) or more computer work stations (software included) that are networked and operated for at least two years. A minimum of eight (8) networked workstations will be required to perform this contract, twenty eight (28) self service dorm touch screen kiosks machines along with two (2) standalone touch screen kiosks machines for both in our main Front Jail Lobby and Public Information Office located in the back of the building to accept cash, and credit cards.
 - C. Software evaluation must be completed prior to the award. All bidders must arrange with Ocean County Department of Corrections staff to successfully demonstrate the capabilities of their software as part of the review process.
 - D. Documentation of ownership of the software.

The Inmate Banking System must have at minimum the following features and controls:

Authorization Controls

- More than one-hundred separately authorizable functions ranging from access to smart icons to groups of accounting transactions to cash management and General Ledger functions to inmate property controls
- Independent user authorization IDs that can be added to user-defined groups for ease of management and change control
- Application idle timeouts with automated logoff
- Independent workstation authorizations that can be added to workstation groups to limit activities in sensitive areas such as cash handling, check writing
- Inquiry only modes to prevent unauthorized updates to inmate and/or General Ledger Accounts
- Each financial transaction retains the user id, station id, timestamp, and unique numeric record key.

Cash Management

- Enforced Drawer Counts
- Automated drawer closing and transfer procedures
- Lockout of Cash transactions if drawer is not opened
- Cash drawer approval workflow including recount, over & short investigation, supervisory adjustment, pooling of approved drawers into a single bank deposit, on-line review of all drawer activities including counts, changes, approvals, deposits

Active Real Time General Ledger

- Access controlled by user ID and station ID
- Enforced Dual Entry Accounting
- Summarization of transaction amounts by month, year
- Trial Balance from any date to any date
- Context sensitive transaction codes, authorized by account, user, and workstation
- The software must provide an unlimited number of user defined accounting transactions and an unlimited number of user defined General Ledger Accounts. This enables the establishment of both a Chart of Accounts and standardized transaction events that affect these accounts, including adjusting and closing entries, transfers from subsidiary ledger accounts to General Ledger Accounts, clearing accounts that can accept closing entries at the end of an accounting period.

QUALIFICATIONS (CONT'D)

Check Register and Bank Reconciliation

- Ability to use pre-numbered or blank check stock
- Ability to record bank account, routing, and check ID with magnetic ink printing technologies to ensure that all checks recorded to the system are printed from the system
- Simple and Advanced on-line query capabilities including dollar ranges, date ranges, check number ranges, payee wild card search, inmate issuing check, and transaction type
- Ability to update status to cleared, voided, expired
- Automated Bank to Book Reconciliation with the ability to record and retain bank opening and closing balances and dates, documents cleared, bank charges and credits.
- Positive pay check issue transfer to allow bank to flag possibly fraudulent checks
- Automated bank reconciliation capabilities to receive check and deposit status in electronic format from bank

Transaction Controls

- Ability to set out of range transaction warnings
- Ability to apply holds to suspect deposits
- Ability to limit the transaction types viewable from data entry panels based on user ID and station ID
- Automated account close features to avoid errors in applying closing amounts
- Ability to Encumber funds for Release Aid
- Pending commissary order amounts reserved to avoid over-spending the inmate's balance

Integrity and Audit Trail

- Each financial transaction relating to an inmate account must include at minimum the inmate's account code and the date, amount, timestamp (to the millisecond), workstation ID, officer ID, description, receipt number, cross-reference to related transactions (e.g. recoverable, bank reconciliation, general journal, etc), and the transaction code (e.g. DEPCASH, DEPMO money order, EPR electronic commissary purchase, ERF refund, CHECK, etc. [these transaction codes must be both unlimited and 100 percent user definable]).

Journal Structure and Fiscal Periods

- Transactions related to inmate accounts must be summarized in the General Journal under a single master account, viewable and printable at various user screens throughout the Inmate Accounts module and subject to ad hoc query capabilities.
- General Journal transactions must be grouped by Account in the General Journal and summarized by month and year.
- Using the trial balance feature of the General Journal, transactions must be capable of being grouped and reported on for any time span, including accounting periods asynchronous to common calendar spans such as months and years.
- For example, the GL Trial Balance Feature may be employed to group transactions by a Fiscal year such as October 01, 2015 - September 30, 2016, or into smaller accounting periods such as five-week 'months' for reporting purposes.
- General Journal reporting must also be context sensitive, such that users can produce reports based on multi-selected line items in summary or detail amounts at the General Journal View.

QUALIFICATIONS (CONT'D)

Encumbered Funds for Release

- The Banking system must allow the facility to create and fund one or more encumbered funds pools for reserving monies per inmate to be disbursed either at time of release or for other future financial obligations.
- Encumbering of Funds must be available as a percentage of incoming deposits
- Encumbering and Releasing of funds must also have a manual override to allow for on-demand encumbrances and payments from encumbered funds

Financial Responsibility for Court Ordered Payments

- The Banking system must allow the facility to create financial responsibility contracts and assign them to inmate accounts for the purpose of charging the inmate for recurring financial obligations

Recoverable Transactions and Inmate Debts

- The Banking system must allow the facility to charge any number of user-defined recoverable transactions (including but not limited to Indigent Purchases) to an inmates account when the inmate does not have the funds to make payment for the charge.
 - The Banking system must create a receivable account for each inmate and track this account until full payment is made.
 - The Banking System must recover based on the facility's rules, any funds that are owed to the facility at various points as transactions occur
- **Payment at Charge Time** – Any given recoverable type may be enabled to collect all or part of the amount assessed at the time of the assessment. If the inmate has no money in his or her personal account, the amount of the assessment will be stored as a recoverable amount. If only a portion of the assessment was collected, the uncollected portion will remain as a recoverable amount.
 - **Future Collection of Unpaid Amounts** - Amounts uncollected at charge time may be recovered from future deposits based on a percentage of the deposit, prioritized by assessment type or by a percentage allocation to various assessment types. The user may also set a minimum balance to be retained to allow for commissary or other purchases and disbursements
 - **On-Demand Collection** – The Inmate Banking System will allow the authorized user to selectively recover unpaid amounts from the current inmate account balance.
 - **Collection at Time of release** – Remaining uncollected recoverable amounts may be collected during the account closeout process, also prioritized by charge type
 - **Collection at Time of Reinstatement** – Remaining uncollected recoverable amounts may be collected during reinstatement should the inmate return to the facility at a future date
 - Recovered amounts must be accumulated in a real time General Ledger account. From the collected GL account(s) users of the system may disburse a check to clear the balance owed to the State or other service providers or authorities.

4. Evidence of the ability of the bidder to comply with commissary operations of the bid, which includes:

A. The resumes and job descriptions of key personnel

QUALIFICATIONS (CONT'D)

B. Proof of the ability to meet “No Substitution” and 98% order fill rate

5. All vendors must have a functioning 1-800 emergency hotline available 7 days a week, 24 hours a day, and 365 days a year.
6. All bidding vendors must own their own software, and provide the technical support for the software with their own employees. Software must have the ability to make modifications to reports which can be stored and run on a daily, weekly, monthly and yearly basis.
7. The software provided should have several levels of security to insure the integrity of the information placed in the system. Security should be on an individual and group basis if there are multiple users on the system. Each transaction should have the ability to be traced to an individual and workstation at the touch of a button for auditing purposes.
8. At end of contract the County of Ocean reserves the right to retain all inmate data information the awarded vendor has on software or paper. At end of contract, all current and past individual inmate balances entered on the commissary software awarded must be able to be printed out for future commissary company. This information will be provided by the current vendor at no cost to the County.
9. The Commissary software provided by successful bidder shall have commissary restriction capabilities, on line crediting and bank reconciliation capabilities, along with check registry and payroll capabilities.
10. The successful bidder shall be responsible for transferring current individual inmates' balances (both positive and negative) from the old inmate commissary software to the newly installed software.

SCOPE OF SERVICES

The successful bidder shall be responsible for furnishing all stock, supplies, labor, supervision, packaging, printed materials, equipment, software and delivery necessary to satisfactorily provide services as specified to bidders.

The successful bidder shall maintain all equipment and be responsible for training all individuals designated by the Ocean County Department of Corrections to operate such equipment at no cost to the County of Ocean.

The successful bidder shall supply to the Ocean County Department of Corrections any reports or information upon request during the duration of the contract and shall be available for a site inspection upon request.

The successful bidder shall employ three (3) persons to deliver commissary packages to the inmates at the Ocean County Department of Corrections. The successful bidder shall be responsible for their salaries, insurance, fringe benefits, etc.

All persons employed by the successful bidder shall be subject to background checks conducted by the Ocean County Department of Corrections.

INVENTORY REQUIREMENTS OF COMMISSARY SYSTEM

The successful bidder and County are to meet to mutually agree upon all items to be carried in the commissary program.

The successful bidder shall make available for purchase by all male and female inmates commissary items including, but not limited to, hygiene products, writing materials, games, snacks and candies, clothing and shoes. A change in brand, packaging, or sizes must be approved by the County. No glass or metal containers may be used.

The successful bidder shall maintain sufficient stock levels in order to limit shortages. The successful bidder shall not substitute and shall have an order fill rate in excess of 98%.

The County reserves the right to determine the final retail selling prices to the inmates.

PRODUCT PRICING

As part of the bid process, the successful bidder will submit a suggested menu of products with suggested selling prices (including applicable sales tax) that includes all services and systems proposed. The prices shall be “market prices” generally charged for the commodities included in the contract, when sold with a similar level of service, in this general area.

The successful bidder agrees, in the event of a request for adjustment in any contract unit price, that it shall notify the County in writing of the adjustment in any of the contract unit prices and the effective date with documentation justifying the said increase (see price adjustment).

All prices of items available shall include all applicable taxes. Payment of these taxes and any fees for various licenses shall be the sole responsibility of the successful bidder. The commissary item list may be changed when:

1. New items are added, or
2. Items are deleted with the consent of the Warden or when a tax increase is instituted by other jurisdiction.

PRICE ADJUSTMENTS

The contractor’s price list will be effective for twelve (12) months from the date the contract is executed. Price increases on items may be negotiated at the request of the successful bidder, but will not exceed the annual Consumer Price Index (CPI) published by the U.S. Department of Labor. This request must be submitted in writing with documented reasons for the increase.

All changes shall be done only upon approval of the Ocean County Department of Corrections.

The vendor must demonstrate its ability to create and support a variety of interfaces to its Inmate Banking and Commissary System and list customers and inmate populations served by at minimum each of the following types of interfaces:

- Read-only flows of Intake, Release, and Housing information from the Offender Management System/Jail Management System (OMS/JMS) system
 - File Based
 - Real Time

PRICE ADJUSTMENTS (CONT'D)

- Read-Only flows of Inmate identification, funds balance, housing and privilege level information from the OMS/JMS system to the Commissary system. In turn the Commissary system forwards inmate purchase and refund transaction information to the Offender Management System/Jail Management System (OMS/JMS) inmate banking system.
 - File Based
 - Real Time
- Centralized Secure flows of information from the Inmate Banking System to on-line depositors for inmate lookup. In turn secure flows of deposit information from the Centralized service to the Inmate banking system for both individual deposits and Automated Clearing House (ACH) transfers.
- Interactive Voice Response (IVR) phone interface/connection between premise-based or centralized phone system and commissary order entry system
- Phone debit interface/connection between premise-based or centralized phone system and Inmate Banking System
- Sales export/import interface between commissary system and the inmate phone funding system.

Deposit Services Specifications

- 1.0 Deposit Kiosk-vendor must provide two (2) standalone floor model touch screen kiosk to the county at no cost.
- 1.1.1 The kiosk must accept cash and credit card deposits by friends and family members of inmates to be located in the Jail's Front Lobby and the PIO office located in back of the building.
 - 1.1.2 The deposits must post in the Jail's Inmate Accounting system in real time.
 - 1.1.3 The successful bidder is responsible for any interface fees charged to create a real time interface with the Jail's current inmate accounting system and JMS.
 - 1.1.4 All costs of the hardware and installation are the successful bidder's responsibility. The Jail will be responsible for the electrical and data drop cost.
 - 1.1.5 Alternative service deposit points-vendor must provide alternate service deposit points for family and friends of inmates to post monies to inmate account by the following or other suggested ways:
 - a) **Phone:** A call center using a 1-800 number in which family and friends can use a credit card to deposit funds into an inmate's account. The call center must be bilingual (English & Spanish).
 - b) **Internet:** Designated website for family and friends to use a credit or debit card to deposit funds directly to an inmate's account.
 - c) **Walk up Cash Locations:** Family and friends can use Western Union (or similar) locations and deposit monies into an inmate's account.

Debit Release Specifications

- a. Debit release card must be from a bank that is FDIC insured.
- b. Service must provide immediate access to funds.
- c. Release cards must provide the ability to make both pin based and signature based transactions.
- d. Pin based and signature based transactions must be free of charge to the cardholder for first transaction only.

Debit Release Specifications (Cont'd)

- e. Release cards must allow for the **FIRST** ATM withdrawal to be free of charge to the cardholder (from provider).
- f. Release card may have the option to be converted to a permanent re-loadable card by the cardholder.
- g. Release cards must have a toll-free customer service number located on the card. Customer service must be bi-lingual (English and Spanish) and accessible 24 hours a day/7 days a week/365 days a year.
- h. Release cards must have 24/7/365 account access.
- i. Facility staff must be able to access a secure website for the purpose of loading the inmate funds onto a debit release card.
- j. Vendor must provide a card swipe that will allow the facility staff to populate the debit card number on the website to reduce human error.
- k. Facility must have access to reporting needs 24/7/365 via the secure website.
- l. The debit release card program must be offered at no cost to the Agency.
- m. Release cards must be able to load a maximum of \$2,500.00.
- n. Inmates must be able to activate the cards by a toll-free phone number and a secure website. Both to be free of charge to the inmate.
- o. Inmates must have the option to register their cards with the provider upon activation. If reported lost, the provider can de-activate card and send the remaining balance at time of deactivation to the inmate.

Secure mail Specifications-Sender

- The Electronic Message system must allow family and friends ("User") to send Electronic message system via a secure website.
- The vendor provided secure website must require the User to create an account and log-in.
- The membership to the vendor website must be free to the User.
- Once an account is established, the User must have the ability to review sent and received messages.
- Users must be allowed to purchase message credits on the secure website via credit or debit card.
- For the same fee to send a message, the User must have the option to pay for the inmate to reply to messages.
- Users should have the ability to see how many credits are remaining in their account every time they are logged in.
- Users must be able to access their account 24/7/365.
- Users must be able to contact Customer Service via the secure website.
- Users must be made aware via the secure website that any messages sent to the facility will be reviewed and approved or rejected based on content.
- A Frequently Asked Questions page must be available on the secure website to assist with any questions Users may have.
- The vendor provided Secure website must be available in English and Spanish
- The vendor provided Secure website must not allow family/friends to type special characters and bold/italicize words
- The Secure website for family/friends must be available in English and Spanish

Secure Mail Specifications – Facility

- Vendor must provide a secure website and log in for authorized facility staff.
- Authorized facility staff must have the ability to review all messages.
- Authorized facility staff must have the ability to sort all messages from the To, From, and/or Subject fields.

Secure Mail Specifications – Facility (Cont'd)

- Authorized facility staff must have the ability to open each message to review and approve or deny the message.
- A software program must be provided that detects words or phrases predefined by the facility.
- The facility must have the ability to edit the word list and assign levels of security to each word identified.
- The software program must detect specific words in both incoming and outgoing emails (if applicable).
- Authorized facility staff must have the ability to select groups of messages for approval without having to read each message.
- Authorized facility staff must have the ability to review and approve or deny all photos sent through the secure website.
- Vendor must provide the ability for authorized staff to see connections between inmates and senders and transaction history (i.e. how many messages)
- Vendor must provide all marketing materials for the email program.
- The software for approving photos should allow up to 32 photos to come up on the approval screen at one time allowing officers the ability to approve/deny photos for multiple inmates very quickly
- The software must score each message based word search database and provide a rating “red, yellow, green” for each message to allow officers the ability to quickly see what messages contain more of the words they requested it to search. The rating thresholds must be programmable by each facility.
- The software must have the ability to route the message to the correct facility in the case of an inmate transfer from one facility to another within the state.
- The software must allow officers the ability to program certain messages from specific inmates or family/friends to be automatically escalated to a separate review screen
- The software must have the ability to set up routing of approved messages automatically to different print queue in their facility.
- The software must have the ability to translate the scanned message from Spanish to English in the review mode. The original Spanish message should be shown with a translation in English below the message.

Additional Specification Requirements of Vendor

The successful bidder shall provide commissary services to each inmate at least once per week with an option for twice a week delivery if the Warden deems it necessary.

The successful bidder shall provide Inmate Commissary orders to be filled out on both order forms provided by the vendor and self-service pod touch screen kiosks provided by the vendor. Successful bidder shall be responsible for the installation of the self-service pod touch screen kiosks.

Completed inmate order forms will be scanned into the system by the **Vendor** using vendor provided scanner equipment. If scanned at OCDC, it cannot interfere with daily operations. The successful bidder shall be responsible for the transferring of all data from the present banking and commissary system to the new system.

Additional Specification Requirements of Vendor (Cont'd)

Inmate order information will be transmitted via modem to the **Vendor** and decoded.

Information will be immediately entered into the inmate banking system.

Commissary orders will be processed in a secure off-site environment, provided by the successful bidder, by its staff.

Commissary orders will normally be delivered directly to the inmate the day after they are entered into the inmate banking system.

Commissary orders are to be delivered by the vendor's staff no later than 8:00 AM in sealed clear bags with three (3) copies of the order receipt sealed within the bag. The receipt should contain the following information:

1. Inmate information
2. Inmate location
3. Inmate ID number
4. Items and quantity included
5. Total of the order and sales
6. Balance of the account after the order

After delivering commissary, all inmate credits must be entered into the system immediately, by Vendor's staff at OCDC. This must not interfere with OCDC's daily operation. A receipt of credit must be generated for each inmate.

Inmates receiving credits will receive a copy for the issued credit, highlighted and readied for distribution. This must not interfere with OCDC's daily operation.

Upon receipt of an order, each inmate shall sign for his/he merchandise and receive one copy as a receipt. The other two copies will be returned to the facility representative. One copy will be retained at the facility and the other copy will be returned to the successful bidder.

1. Commissary days which fall on National, State or County holidays shall be pushed forward or back one day.
2. During the Thanksgiving Day Holiday, orders shall be given to the successful bidder on the Wednesday prior to Thanksgiving Day for delivery on Friday.

Should the successful bidder not be able to deliver on a scheduled delivery date due to inclement weather, delivery shall be made as soon as possible.

The successful bidder shall submit an invoice on a weekly basis that will detail and total the amount of sales for the week. This amount will balance with the jail's program monitor's total. A check will be issued for the agreed upon total on a monthly basis (see schedule of payment).

All breakage, spoilage or outdated items, etc. resulting in returns shall be the responsibility of the successful bidder.

Additional Specification Requirements of Vendor (Cont'd)

Orders that cannot be delivered to an inmate for any reason, shall be returned to the facility representative, who shall determine if the inmate has been released or moved to another location. If the inmate has been released, the package shall be returned to the successful bidder and the inmate shall received proper credit. Only the inmate whose name appears on the order may receive and sign for a package. Packages shall not be left with another inmate or staff member unless such staff member is the designated representative of the Ocean County Department of Corrections.

The Ocean County Department of Corrections shall be responsible for providing admission kits to all new inmates.

All inmates accounts shall remain under the control and supervision of the Ocean County Department of Corrections.

SYSTEM FEATURES AND PLATFORM

The Commissary system software will maintain an inmate banking system and track every aspect of inmate cash activity. In addition, it will track inmate location, facility fees, medical status, and indigent inmates.

It is crucial that every successful bidder have all the features and hardware mentioned in **SYSTEM FEATURES AND PLATFORM** in their system. Ocean County will require a demonstration of all features before awarding this contract. This demonstration must take place within five business days of the bid opening.

Platform Elements:

1. Vendor Must be capable of a Hosted Server network.
2. Vendor must supply all systems with security upgrades as provided by Microsoft.
3. Eight (8) Intel Core i5 (or greater) network computers with 8 GB Ram 500 GB Hard Drive Windows 7 Pro, 19" Monitor w /speakers, along with keyboards and Optical Mouse. All computers shall have be installed with latest version of Microsoft Office Pro Edition
4. Six (6) laser printers
5. One (1) Laser Check printer
6. Six (6) receipt printers
7. One (1) 56K modem with remote support software
8. CAT 5 (or higher) cabling for network installed by **Vendor**
9. One (1) booking kiosk, installed by vendor
10. Twenty-Eight (28) inmate housing dorm touch screen unit kiosks, installed by Vendor
11. Two (2) Stand-alone floor model deposit touch screen kiosk machines. Fees to deposit funds using kiosk machines shall be \$2.00 for cash deposit and \$5.00 for credit/debit card transactions.
12. One Lap Top Intel Core i7 with 8 GB 500 GB Hard Drive WINDOWS 7 installed.
13. All kiosk systems installed must be compatible with successful bidder's inmate software.

SYSTEM FEATURES AND PLATFORM (CONT'D)

The system must carry out the following functions with the following features:

Booking

1. Accept inmate information (summoning historical data if available)
2. Open inmate trust fund account
3. Apply and process applicable inmate facility fees
4. Identity and apply any outstanding debits
5. Make housing assignment
6. Add inmate information to control commissary purchases, I.E.: medical restrictions, gender restrictions, age restrictions, disciplinary controls
7. Levels of security: every activity should have the capability of multiple levels of password with tracking by individual and station
8. The system must have a full set of booking reports including statistical breakdowns of activities

Commissary Tracking

1. Inmate orders placed via **Vendor** supplied forms
2. Inmate orders scanned into the system via automated fee flat bed scanner and automatically decoded using image recognition software
3. Order information transmitted via modem to **Vendor**
4. Inmate charges applied immediately
5. Order confirmation and charge adjustment received within minutes from the Vendor
6. Printed order receipt and balance information with delivery
7. Full range of commissary reports
8. Identification and tracking of indigent inmates and indigent inmate packages

Banking System

The computerized inmate banking system will adhere to generally accepted accounting principles and be capable of being audited by the County. The inmate banking system must include the following components:

1. Open an account on booking with full tracking of inmate and account information
2. Accept inmate funds at the time of booking
3. Receive funds from outside sources via mail or individual deposit
4. Close an account with a detailed statement (if desired) and pay by system printed check
5. Automatically deduct:
 - Commissary charges
 - Facility fees
 - Medical fees and co-pays
 - Miscellaneous fees, I.E.: haircuts
6. Allow for cash (check) dispersals by inmates
7. Full system reporting
8. Shift or daily reconciliation
9. The system must provide a complete audit trail on all transactions and must allow for scheduled and unannounced audits of inmate accounts by the County to insure the integrity and accuracy of the accounts
10. Password protection and activity tracking by officer

BOOKING KIOSK

Housing Unit Kiosk Specifications

The Vendor must supply twenty-eight (28) housing unit kiosks for commissary ordering.

The housing unit kiosk must accomplish the following:

1. Account history look up
 2. Commissary order entry
 3. Facility information look up
 4. Inmate calendar/request appointment
- An inmate must be able to logon to the kiosk using one of two ways:
 - Displayed to the inmate must be a logon screen that will allow them to enter their identifying number, i.e. booking number, facility number etc. The inmate must be asked to enter his PIN#. This number must be assigned to them at book in and then changed by the inmate at first logon. The facility must be able to change this at any time back to a default and then prompt the inmate to change the PIN# at next logon.
 - The inmate must be able to present a barcode on a wristband to the attached scanner. This scanner then read the barcode and determine the information to identify the inmate. The facility must have the option of having the inmate enter the PIN# again or allowing access after the presentation of the wristband.
 - Account history – All debit and credit transactional information must be displayed to the inmate for the life of their account.
 - Commissary order entry – Each inmate must be able to create a “grocery list” using the kiosk. An inmate must be assigned a facility approved order form which is displayed to them as their choices. Each order form may be displayed in category sections. The inmate will simply touch the category that will then display the items to be added to the grocery list. The kiosk must display pictures of all the products to the inmates allowing them to understand fully what items they are requesting. This module must apply all restrictions at the time the order is created. Those restrictions must be as follows:
 - Order form assignment
 - Order form spending group limit
 - Order form maximum spending limit
 - Item category maximum spending limit
 - Item maximum time quantity
 - Item maximum quantity
 - Resident indigence status
 - Item indigence status
 - Resident age
 - Resident available balance

BOOKING KIOSK (CONT'D)

Regardless of the method of order entry all of the following commissary controls must be available:

Type of Restriction	Description	Example	Scope
Quantity per order	Any Item may be restricted to any quantity.	For instance, any inmate may be restricted to no more than 2 2-pack Tylenols per order	Per inmate, per order
Quantity per time span	In addition to the quantity per order restriction, any item may be restricted to any quantity over any time span in days.	For instance, any inmate may be restricted to no more than 4 2-pack Tylenols over a 60-day period	Per inmate, per item, per time span
Orders per time span	Any inmate may be restricted from placing any number of commissary orders over any time span in days.	For instance, any inmate may be restricted to no more than four orders in thirty days	Per inmate, per time span
Disallowed item	Any item may be restricted entirely from a given inmate	For instance, any inmate may have smoked sausage restricted entirely so that none may be ordered	Per inmate, per item
Category Quantity Restriction	Any inmate may be restricted to a given quantity of a collection of related items	For instance, any inmate may be restricted to ordering up to 7 candy items	Per inmate, per category
Category Age Restriction	Any inmate may be completely restricted from ordering a class of items on account of age	For instance, any inmate less than 19 years of age may be restricted entirely from purchasing tobacco products	Per inmate, per category
Spending Limit Restriction	Any inmate may be restricted to a maximum dollar amount to be spent per order	For instance, any inmate may be limited to spending no more than \$50 per order	Per inmate, per order
Spending Limit over timespan	Any inmate may be restricted to a maximum dollar amount to be spent per week or month	For instance, any inmate may be limited to spending no more than \$50 per order and no more than \$150 per month	Per inmate, per timespan

BOOKING KIOSK (CONT'D)

Spending Limit Override	Any inmate may be granted a spending limit override to order a given item	For instance, any inmate may be allowed to spend up to \$40 on tennis shoes, which amount does not contribute to the spending limit for the rest of the items ordered	Per inmate, Per item
Restriction Grid by Housing Location, Gender and / or Age	Entire restriction grids including combinations of any of the above restrictions can be applied automatically during the scan process based upon an inmate's location in the facility, gender or age	For example, an inmate in a female only pod can be automatically assigned to a female restriction profile without user intervention.	Per inmate, Per grid
Indigent Items	Indigent purchasing requires both the item and the inmate to be classified as indigent. Commissary indigent inmate classification is determined instantaneously at time of order based on the current balance, indigent item purchasing may be controlled both at time of order and over a timespan	For example, an inmate with a current balance of \$2.25 may be classified as indigent at time of order, but the indigent items desired may be restricted to one per order or one every 14-days, etc.	Per Inmate, Per grid, Per item

- Facility Information – Each Housing kiosk must be able to provide to the inmates free data, such as but not limited to, FAQ's, meal menus, inmate handbook, other information.
- Inmate calendar/request appointment – This feature must give the facility the ability to allow the inmates to submit their requests electronically. Once the facility configures the type(s) of requests that the inmate is allowed to submit the inmate must be able to logon to the kiosk and submit the requests. The inmate must also be able to view their calendar. The facility must be able to post static calendar information as well as all approved inmate appointments that are a direct result of an electronic request.

Facility Fee Tracking and Charging

The user must be able to define facility fees which will be applied automatically or on demand I.E.: a \$125.00 processing fee is charged to inmate at booking (amount subject to change per Board of Chosen Freeholders policy).

VCCO Fund

Pursuant to NJSA 30:4-15.1, every commissary in a County correctional facility operated for the sale of commodities shall collect a surcharge of 10% of the sale price of every item sold. The tracking and deduction of the collection of the Victims of Crime Compensation Office (VCCO) shall be the responsibility of the **Vendor**. This surcharge shall be collected by the **Vendor** and forwarded monthly to the County. It will be the responsibility of the County to forward these funds to the State Treasurer for deposit into the Victims of Crime Compensation Office (VCCO) account.

Indigent Tracking Module

1. Ability to define indigent criteria
2. Full reporting on indigents and indigent package dispersal

Welfare Packs

The successful bidder shall make available to the County of Ocean welfare packs. These welfare packs will be billed to the County of Ocean on a separate invoice. These welfare packs must include the following:

1. Three \$.49 Stamped #10 Envelopes with return address stating the following:

**This Address is a County Prison. Addressor
is an Inmate. The County is not Responsible
for Debts Incurred by Inmates.**

Name _____
114 Hooper Avenue
PO Box 2191
Toms River, NJ 08754-2191

- Stamp price will increase with Federal Price Changes

2. One .6oz Clear Tube Toothpaste no pork additive.
3. One Flexible Security Pen. Must be water based ink.
4. One Thumbprint Toothbrush

Contents above shall be placed in clear sealed plastic bag.

Cost to County should not exceed \$3.15 a pack, unless the cost of postage increases.

Medical Co-Pay Tracking

The system must be able to track the following:

1. Sick calls
2. Prescription co-pays
3. All medical co-pays
4. Full reporting capability

Additional VENDOR Responsibilities

1. Install and train OCDC staff on site before Commissary products are sold.
2. Provide user documentation
3. Provide 24-hour telephone technical support line and 24-hour response time for on-site technical support
4. Software must be an X-based program to facilitate in house data searches
5. System must facilitate archiving of data
6. **Vendor** must support data conversion from prior system to new successful bidder with existing current balances from prior software system.
7. System will be Microsoft Windows 2007 (or newer) compatible
8. **Vendor** will be responsible for interface with New Jersey State County Corrections Information System and other information systems as required. The interface must be non-proprietary (open architecture).

OWNERSHIP OF EQUIPMENT

The successful **Vendor** will supply equipment as outlined on page 28 under **Platform Elements**. Equipment and cabling will remain the property of the **Vendor** for the term of the contract. At the end of the three-year period, ownership of equipment will revert to the Ocean County Department of Corrections. However, if this contract is interrupted by either party for any reason prior to the close of the three-year depreciation period, ownership of the equipment will revert back to **Vendor** or Ocean County Department of Corrections will purchase the equipment for the un-depreciated amount.

INSTALLATION

All housing kiosks are to be hooked up within 90 days of the County's notification to the successful bidder that all drop lines with CAT-5 (or higher) capabilities have been installed.

SCHEDULE OF PAYMENT

The successful bidder shall provide an invoice with every order to be forwarded to an employee designated by the Ocean County Department of Corrections. This employee shall review all invoices and statements for accuracy.

All invoices shall include the following:

1. Inmate's name and classification number
2. Total amount of inmate's purchase charged to his/her account
3. Total amount of the entire day's purchases
4. An itemized list of and amounts of items purchased by inmates (population total, not individual)
5. A list of commissions due to the Ocean County Department of Corrections less sales tax

The Ocean County Department of Corrections shall make payment to the successful bidder on a monthly basis.

Invoices shall be submitted by the successful bidder following each delivery for verification by the Ocean County Department of Corrections.

The successful bidder shall provide monthly statements showing all receipts from all sales. This statement must be received by the Ocean County Department of Corrections before the tenth day of each month following the month for which the statement is made.

The successful bidder shall be responsible for payment of all applicable state and federal sales taxes.

COMMISSIONS

Commissions paid to the County of Ocean shall be paid directly out of the Commissary Inmate Trust Account on a monthly basis. This commission is the percentage of the Gross revenues from all sales as specified in the bid less welfare packs which will be paid on a separate invoice. Payment to successful bidder for inmate purchases will not include the County of Ocean's commission.

RECORD OF ACCOUNTS

The successful bidder shall maintain adequate ledgers and records of accounts and shall permit the Ocean County Department of Corrections to inspect such ledgers and records at any reasonable time during normal business hours upon seven (7) days notice.

The successful bidder shall permit the **County of Ocean** to conduct an annual audit of the **Vendor's** ledgers and records at any reasonable time during normal business hours upon seven (7) days notice.

TRUST FUND ACCOUNTING

The successful bidder shall have the following software capacity for Inmate Trust Fund Accounting:

1. Inmate's last, first and middle names
2. Inmate's birth date
3. Inmate's location
4. Inmate's jail number
5. Inmate's status
6. Validation limit
7. Arrival date
8. Departure date
9. Comments
10. Inmate balance reports
11. Inmate statements
12. Inmate list
13. Last activity date report
14. Transaction input
15. Post outstanding checks
16. Inmate file inquiry
17. Held transactions
18. Transaction coding
19. Property tracking and inventory
20. Receipt tracking system

CURRENT 2016 BASE YEAR COMMISSARY CATEGORIES

The successful bidder shall submit a suggested menu of products with suggested selling prices (including applicable sales tax) that includes all services and products for sale to inmates. Menus submitted must include the following categories:

- Face & Body Products
- Shaving Products
- Deodorant Products
- Hair & Care Products
- Soap Products
- Dental Products
- Greeting Cards
- Female Products
- Batteries & Radios
- Games
- Sports Bra & Panties
- Sweatshirts & Sweatpants
- Men's Briefs, Boxers & Underwear
- Men's Thermal Shirts & Pants
- Sneakers & Socks
- Assorted Candies
- Assorted Soups
- Cough Drops
- Cookies, Pies, Etc.
- Assorted Drinks
- Assorted Snacks
- Sugar Free- Dietetic Candy
- Personal Products
- Miscellaneous – Legal Stamped Envelopes with return address on top left corner of envelope.

MUST READ:

**This Address is a County Prison. Addressor
is an Inmate. The County is not Responsible
for Debts Incurred by Inmates.**

NAME: _____
114 Hooper Avenue
PO Box 2191
Toms River, NJ 08754-2191

The County reserves the right to approve all items submitted in menus. The items shall be sold at "Market Prices" generally charged for the commodities included in the contract when sold with a similar level of service in this general area. Price level will remain in effect for twelve (12) months from the date contract is executed.

CONTRACTORS DATA SHEET

As evidence of the bidders qualifications, he shall complete and submit with this bid proposal, the "Contractor Data Sheet" information.

THE COUNTY OF OCEAN RESERVES THE RIGHT TO REQUEST VENDORS TO EXPLAIN THE METHOD USED TO ARRIVE AT ANY OR ALL FIGURES IN THEIR BID.

Experience

The number of years your firm has been performing these services _____
(Minimum 3 years)

The location of above experience or facility:

Name: _____

Address: _____

Size of above facility: _____
(Minimum 300 inmates)

How many personnel will be available to work on this contract: _____

Name(s) of supervisor(s) to be assigned to work on this contract. Please include how long these individuals have worked for your firm:

Name: _____

Years Employed by Firm: _____

Name: _____

Years Employed by Firm: _____

Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur:

Name(s): _____

Phone Number: _____

Name(s): _____

Phone Number: _____

CONTRACTORS DATA SHEET (CONT'D)

Please provide a list of institutions, industries and commercial buildings now under contract with your firm. Include the length of time each contract has been in force and the name of a person with phone number the COUNTY may contact for reference.

<u>CURRENT CLIENTS</u>	<u>LENGTH OF CONTRACT</u>	<u>NAME & PHONE # TO CONTACT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDER_____

DATE_____

Proposal for the **INMATE COMMISSARY AND BANKING SERVICES** for the Ocean County Department of Corrections for the County of Ocean.

To the Board of Chosen Freeholders of the County of Ocean.

Gentlemen:

The undersigned hereby declares that he/she has carefully examined the advertisements and specifications for **INMATE COMMISSARY AND BANKING SERVICES** and that they will complete the said contract in all respects according to the specifications.

PRICE SCHEDULE

ITEM NO.

1. The successful bidder shall pay to the Ocean County Department of Correction the following percentage of the Gross Revenues from all commissary sales. _____%

Lead time for start up _____ days

1a. Welfare Pack \$ _____/each