**Approved as to Form and Legality**

**County Counsel**

**Date**

March 8, 2011

AWARD OF NEGOTIATED CONTRACT TO BROWN INTERNATIONAL GROUP FOR AUTOMATED TELLER MACHINES WITH MERCER COUNTY AS THE LEAD AGENCY FOR THE COUNTY OF MERCER AND THE COOPERATIVE CONTRACT PURCHASING SYSTEM. PERIOD: MARCH 19, 2011 TO MARCH 18, 2013, WITH THE OPTION TO EXTEND FOR TWO (2) YEARS (NO COST TO THE COUNTY) **(CK09MERCER2010-06N)**

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for automated teller machines for use by Mercer County and the Mercer County Cooperative Contract Purchasing System (CK09MERCER2010-06N), as authorized through Resolution No. 2007-252, adopted April 26, 2007; and,

WHEREAS, no bids were received on April 16, 2010 and June 3, 2010 in connection with the aforementioned service and negotiation is permitted, as per N.J.S.A.40A:11-5(3); and,

*Clerk to the Board*

**RECORD OF VOTE**

| FREEHOLDER | Aye | Nay | N.V. | Abs. | Res. | Sec. | FREEHOLDER | Aye | Nay | N.V. | Abs. | Res. | Sec. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Cannon | X | | | | | ✓ | Koontz | X | | | | | |
| Carabelli | | | | X | | | Walter | X | | | | | |
| Cimino | X | | | | ✓ | | Colavita | X | | | | | |
| Frisby | X | | | | | | | | | | | | |

X—Indicates Vote Abs.—Absent N.V.—Not Voting
Res.—Resolution Moved Sec.—Resolution Seconded

WHEREAS, the sole proposal for automated teller machines be awarded at a user fee of $1.50 per transaction (No Cost to the County) to:

Brown International Group
108 Broad Avenue
Ewing, New Jersey 08618
**User Fee Per Transaction: $1.50**

**VENDOR WILL EXTEND TO COOP MEMBERS**

now, therefore,

BE IT RESOLVED, that:

1. The County Executive and Clerk to the Board be and are hereby authorized to execute said contracts when presented in a form approved by County Counsel.

2. The needs of the other agencies shall be set forth by separate contracts between each agency and the contractor.

3. The proposal as submitted by the above mentioned vendor be and is hereby accepted based on the lowest user fee per transaction meeting the requirements of the County specifications.

4. The Clerk to the Board shall forward a copy of this Resolution to the Chief Financial Officer, General Supervisor of Buildings and Grounds, Executive Director of Mercer County Park Commission, Chief of Information Technology, and the Purchasing Agent for further distribution.

Jerlene N. Worthy

*Clerk to the Board*

**OPEN-END CONTRACT #CK09MERCER2010-06N**

**ARTICLES OF AGREEMENT,** hereinafter referred to as **"MASTER CONTRACT",** made this 8th DAY OF MARCH 2011, by and between BROWN INTERNATIONAL GROUP, 108 BROAD STREET, EWING, NJ 08618 hereinafter referred to as the **"CONTRACTOR",** and the **COUNTY OF MERCER,** a Municipal Corporation of the State of New Jersey, hereinafter referred to as the **"LEAD AGENCY",** for a period beginning **March 19, 2011** and ending **March 18, 2013** for automated teller machines.

WHEREAS, the **CONTRACTOR** has made a bid proposal in writing to the **LEAD AGENCY** to provide AUTOMATED TELLER MACHINES FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO EXTEND TWO (2) YEARS (NEGOTIATION) in accordance with 5:34-7.25 and hereinafter mentioned on behalf of all contracting units located within the County of Mercer for the price and within the time hereinafter mentioned, and according to the specifications thereof on file in the office of the Purchasing Agent of the County of Mercer, the **LEAD AGENCY,** and the County of Mercer has accepted the bid proposal of said **CONTRACTOR** on behalf of each participating local unit according to law and N.J.A C. 5:34-7.25.

**AUTOMATED TELLER MACHINES FOR THE COUNTY OF MERCER AND THE COOPERATIVE CONTRACT PURCHASING SYSTEM**

**USER FEE TRANSACTION** **$1.50**

***MUST COORDINATE PLACEMENT OF ATM'S WITH CHIEF FINANCIAL OFFICER, DAVID J. MILLER (609) 989-6696**

**PURCHASING**

The Contractor shall provide to the County of Mercer, the **LEAD AGENCY,** its own needs as required; and the Contractor shall make available, the needs of the Other Agencies, to be set forth by separate individual Contracts between each Agency respectively, and the **CONTRACTOR,** subject to the control of and without deviation from the specifications, prices, character and quality of this Master Contract; And it is hereby agreed between the **CONTRACTOR** and the **LEAD AGENCY** that the latter shall have the right and power to adjust and determine finally all questions regarding matters of interpretation of performance under this Agreement with respect to the **LEAD AGENCY** Category.

The **CONTRACTOR** further covenants and agrees that he will well and truly save and indemnify and keep harmless the judgments, costs and expenses which may come against the said agencies in consequence of the granting of this Contract to said **CONTRACTOR,** which may result from the carelessness or neglect of the **CONTRACTOR** or the agents, employees or workmen of said **CONTRACTOR.**

Failure or neglect of the **LEAD** or other Agency to require compliance with any term or condition in this Contract or the specifications shall not be deemed a waiver of such term or condition.

IT IS further understood that the County of Mercer shall have the right to request mediation if services being provided are deemed deficient in any way. An impartial mediator shall be selected by the **County**.

THE COUNTY reserves the right, at its option to terminate this contract upon giving thirty (30) days written notice to the **Contractor.**

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals the day and year first above written.

ATTEST:

BY: Jerlene H. Worthy

Jerlene H. Worthy, Clerk
Board of Chosen Freeholders

COUNTY OF MERCER

BY: Brian M. Hughes

Brian M. Hughes
County Executive

WITNESS:

BY: _____

BROWN INTERNATIONAL GROUP

BY: Robert E. Brown

APPROVED AS TO FORM AND EXECUTION

_____
COUNTY COUNSEL

Arthur R. Sypek Jr.
Mercer County Counsel

## SPECIFICATIONS FOR AUTOMATED TELLER MACHINES FOR A PERIOD OF TWO YEARS FOR THE COUNTY OF MERCER AND COOPERATIVE CONTRACT PURCHASING SYSTEM

### INTENT

The County of Mercer request bids for automated teller machines for the Mercer County Administration Building and the referenced Park Commission locations for a term of two (2) years with the option to extend two years. An ATM is a computerized telecommunication device that provides customers a secure method of performing financial transactions in a public space. Customers shall access their bank accounts in order to make cash withdrawals (or credit card cash advances) and check their account balances. The County reserves the right to award multiple contracts. Bidders may bid upon all or individual locations; however the award shall be made to those bidders submitting the lowest fee per transaction. In the event of a tie, the Mercer County Finance Officer shall determine the award.

The automated teller machines shall be available to the Public and County employees. The selected vendor shall provide, install, operate, and maintain all machines in the approved locations. The County reserves the right to request additional machines, relocate or remove machines as required.

### SITE VISIT

Please contact the County Facility Managers to schedule site visits.
MERCER COUNTY ADMINISTRATION BUILDING CONTACT:
Pat Pragliola
609 530 6631

MERCER COUNTY PARK COMMISSION FACILITIES CONTACT:
Joseph Pizza
Project Manager
609 448 1854

Chief of Information Technology
Alex Wong
609 989 6501

### CONNECTIVITY

The awarded contractor must provide a high-speed connection (circuit or internet) for each machine. **A dial-up modem over a telephone line is not permissive due to the extended length of time required for dial-up. Connectivity shall be provided by the awarded contractor.**

The installation shall comply with building codes, regulatory requirements, and County and Local rules and regulations. The selected Respondent(s) will be responsible for the efficient transition from the current provider (in the event the current provider is not awarded the contract) at the Mercer County Administration Building, which is the sole location at this time.

**SECURITY**

Each machine shall be installed utilizing a system to ensure physical security, transactional secrecy and integrity, customer identity integrity, device operation integrity and customer security.

**RELIABILITY**

Each machine shall have undergone extensive testing with both test money and the backend computer systems that allow it to perform transactions as the county expects 98.25% reliability. **Provider shall guarantee minimal machine and network failures.** The ATMs and the supporting electronic financial networks shall be reliable. The following transactions shall constitute contract default: incomplete transactions i.e. dispensing higher/lower value notes as a result of incorrect denomination of banknote being loaded in the money cassettes and recording dispensed cash without actually dispensing cash.

To aid in reliability, provider may print each transaction to a roll paper journal that is stored inside the ATM, which allows both the users of the ATMs and the related financial institutions to settle based on the records in the journal in the event of a dispute. Transactions shall be posted to an electronic journal as well as the paper journal if the paper journal is installed.

Bill validation technology shall be used by the awarded ATM provider to ensure the authenticity of the cash before it is stocked in an ATM

**ATM OPERATION REQUIREMENTS**

ATM operation requirements include the above and following and vendors shall respond that they are able to comply with all requirements:

1. ATMs shall be front loading;
2. ATMs shall be modular and have the ability to incorporate new features and capabilities;
3. ATMs shall store operational data;
4. ATMs must meet all Americans with Disabilities (ADA) requirements;
5. ATMs shall be equipped with a security system;
7. ATMs shall produce receipts for all types of transactions;

**ATM OPERATION REQUIREMENTS CONTINUED**

8. ATMs shall be able to execute transactions using credit, debit and ATM cards. ATMs shall access at national networks and each of the following networks: Visa, MasterCard and American Express.
9. ATM transaction fees, surcharges or any other bank fees may not exceed those charged at the Respondent's locations in the Mercer County area.
10. ATMs shall display all written directions necessary to instruct customers in the operation of the ATM and a list of ATM transactions fees, transaction surcharges, or any other fee charged and to whom the transaction fees or surcharges apply.
11. Services offered at the ATMs shall include account inquiries, cash withdrawals, account transfers and other transactions as permitted by the governing network regulations;
12. ATM shall be multi lingual;
13. ATMs shall conduct all transactions in United States currency and use twenty-dollar bills as the primary denomination for withdrawals. The use of other denominations is encouraged.
14. ATMs must have an internal management system which shall report maintenance and the need for cash replenishment. Response time shall be within one business day from notification.
15. Each ATM shall contain a twenty-four (24) hour toll free telephone number to call for inquiries, maintenance issues, customer service issues or complaints.
16. Advertising other than that specifically denoting the successful Respondents' services is prohibited.
17. The awarded Respondent must submit details of locations annual transaction value, ATM services rendered and reports confirming revenue.
18. All connection fees are the responsibility of the vendor.

**POWER SUPPLY**

The County shall be responsible for providing the electric power supply and 110 volt 15 amp electrical outlet. Bidders shall specify the electrical requirements. The awarded contractor shall be responsible for the installation of the communication lines and all expenditures associated with the communication lines. The awarded contractor shall maintain and repair all machines.

**EXPERIENCE**

Respondent certifies and warrants that it has successfully managed and operated ATMs for at least the last three (3) consecutive years.

Respondent certifies and warrants that it has been financially responsible in managing and operating ATMs.

**AUTHORITY**
Respondent certifies and warrants that it is licensed to do business in New Jersey.

**CONTRACT AWARD**
The Award of Bid shall be based upon the lowest "User Fee" to the individual user. There shall be no revenues to the County.

USER FEE PER TRANSACTION
$_____

**BIDDERS SHALL PROVIDE AUTOMATED TELLER MACHINE(S) TO THE FOLLOWING LOCATION(S)**

**MERCER COUNTY ADMINISTRATION BUILDING** **YES ☐** **NO ☐**
**640 South Broad Street, 1st floor**
**Trenton, New Jersey**

**PARK COMMISSION LOCATIONS**

**Mercer Oaks Golf Course** **YES ☐** **NO ☐**
**725 Village Road West**
**Princeton Jct., NJ 08550**

**Princeton County Club Golf Course** **YES ☐** **NO ☐**
**1 Wheeler Way**
**Princeton, NJ 08550**

**Mountain View Golf Course** **YES ☐** **NO ☐**
**Bear Tavern Road**
**Ewing, NJ 08628**

**Mercer County Ice Skating Center** **YES ☐** **NO ☐**
**(Open Mid November through Mid March)**
**Mercer County Park**
**334 South Post Road**
**West Windsor, NJ 08550**

**Mercer County Boat Marina** **YES ☐** **NO ☐**
**(Open Memorial day through Labor day)**
**Mercer County Park**
**334 South Post Road**
**West Windsor, NJ 08550**

Mercer County Tennis Center
Mercer County Park
334 South Post Road
West Windsor, NJ 08550

YES ☐ NO ☐