

**MOTOR VEHICLE COMMISSION
CONSOLIDATED BANKING AND ARMORED CAR SERVICES
REQUEST FOR PROPOSAL**

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REQUEST FOR PROPOSAL

CONSOLIDATED BANKING AND ARMORED CAR SERVICES FOR THE MOTOR VEHICLE COMMISSION

I. BACKGROUND

The Motor Vehicle Commission (MVC) currently utilizes armored car services for its daily deposit requirements at its **39 MVC agencies** located throughout the State. This mechanism enables the MVC to consolidate and standardize the collection and the deposit of the daily receipts. In addition, all MVC agencies will require the ability to requisition change to be delivered via the armored car subcontractor.

For identification and pricing purposes the State has broken down the counties into four (4) distinct regions. The bank has the option to submit separate pricing for each region. However, the bank is not permitted to subcontract with more than one armored car subcontractor.

CENTRAL REGION - Consisting of 5 counties and a total of 10 agencies.

COUNTY	# OF AGENCIES
Mercer	1
Middlesex	1
Monmouth	3
Ocean	3
Union	2
TOTAL	10

NORTHEAST REGION - Consisting of 4 counties and a total of 9 agencies.

COUNTY	# OF AGENCIES
Bergen	3
Essex	2
Hudson	3
Passaic	1
TOTAL	9

NORTHWEST REGION - Consisting of 8 counties and a total of 9 agencies.

COUNTY	# OF AGENCIES
Hunterdon	1
Mercer	1
Middlesex	2
Morris	1
Passaic	1
Somerset	1
Sussex	1
Warren	1
TOTAL	9

SOUTH REGION - Consisting of 7 counties and a total of 11 agencies.

COUNTY	# OF AGENCIES
Atlantic	1
Burlington	2
Camden	3
Cape May	1
Cumberland	1
Gloucester	2
Salem	1
TOTAL	11

Currently, all MVC agencies are open:

DAY	HOURS
Mon., Wed. - Fri.	8:00 a.m. E.T. - 5:30 p.m. E.T.
Tuesday	8:00 a.m. E.T. - 7:30 p.m. E.T.
Saturday	8:00 a.m. E.T. - 1:00 p.m. E.T.

All MVC agencies are closed on the following legal holidays and will not require armored car pickup:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving
- Christmas

During the contract term, the State reserves the right to add, delete and move agencies as the need arises. The days of operation and hours of operation are also subject to change. The vendor must be able to accommodate these changes **within thirty (30) days or less of receiving notification.**

II. PURPOSE AND INTENT

The purpose of this request is to solicit proposals from qualified New Jersey banks for the establishment and maintenance of **two (2) State Accounts** and for the accurate and timely processing of all banking and armored car services associated with these accounts.

ACCOUNT #	ACCOUNT NAME
1	MVC General Treasury Depository Zero Balance Account
2	MVC Change Requisitioning Account

Below is the summary list of banking services, not necessarily all inclusive, that will be required for consideration of an award. The detailed specifications are delineated in **SECTION VI. SCOPE OF WORK.**

Establishment and maintenance of two (2) depository accounts
Zero balance account services
Armored Car Services – daily check and cash pickups and change requisitioning services
Daily web-based bank statements
Daily balance reporting (Prior day Summary and Detail – Automated to Treasury Workstation via Web in BAI2)
Web-based daily download of detail transaction reporting (prior day information)
Web-based wire transfer functionality
Web-based account inquiry and reporting capabilities (with the ability to download data into the Excel, CSV, PDF and text formats)
Web-based image delivery (consisting of validated deposit slips and check images)
Encoded deposit slips with agency specific information; <u>at no cost to the State</u>
(4) Desktop Deposit scanners and maintenance agreement for the duration of the contract
Deposit Bags clear check bags and opaque cash bags; <u>at no cost to the State</u>
Coin envelopes, currency straps, endorsement stamps with agency specific information, bar coded deposit bag stickers; <u>at no cost to the State</u>
ACH receiving capabilities (CCD, CCD+ or PPD formats)
ACH Debit Block/ACH Debit Filter Capabilities
Timely reports per RFP specifications
Contingency plan and reliable backup in case of system failure
Timely, reliable customer services, including technical support and training

III. TERMS AND CONDITIONS

A. Applicable Rules and Regulations

It is agreed and understood that any contract placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

The entire content of this RFP, all addenda and the bank's proposal will become the basis for any award and contract. These documents, serving as the agreement between the State of New Jersey and the bank, shall, whenever possible, be construed in harmony except in instances when a governing regulatory agency's rules are in conflict; in which case the governing regulatory agency's rules and regulations would apply. If there is a conflict between the terms contained in these documents, the order of precedence shall be: (1) the rules of the governing regulatory agency; (2) the addendum(s); (3) the RFP; and (4) the bank's proposal.

All services must be the responsibility of the primary vendor. The State will not enter into any agreements with subcontractors.

The vendor must be a state or nationally chartered bank, with a branch presence in the State of New Jersey, employ New Jersey residents, and be in compliance with all federal and/or New Jersey State laws governing all services to be awarded.

The vendor must be a member of an automated clearing house association and be in compliance with all rules and regulations set forth by the National Automated Clearing House Association (NACHA), local automated clearing house (ACH) association(s) and ACH operators.

The State of New Jersey agrees to comply with all current NACHA Operating Rules and regulations. The entire content of this RFP, all addenda and the bank's proposal will become the basis for award and contract and serve as the contractual agreement between *Originator* (State of New Jersey) and *Originating*

Depository Financial Institution (bank), as required by NACHA and its Governing Regulators.

The vendor must be a member of the Federal Reserve direct wire system.

The **TERMS AND CONDITIONS, OTHER MANDATORY PROVISIONS** and **PAYMENT METHOD AND TERMS** of this Request for Proposal (RFP) will supersede any and all conflicting terms and conditions, including bank agreements, submitted by the bank/contractor. The State of New Jersey will not modify its terms and conditions or execute separate bank agreements.

Proposals that do not conform with or take exception to the State of New Jersey's terms and conditions, other mandatory provisions and payment methods and terms, as set forth in this RFP, will be considered non-responsive and therefore rejected.

B. Contract Administrator

The Department of Treasury, OMB, Cash Management Unit is charged with addressing contract related issues such as adding or deleting services for both the MVC General Treasury Depository Zero Balance Account and the MVC Change Requisitioning Account.

The Contract Administrator for this program for the State of New Jersey is:

David Kutch
Contract Administrator
State of New Jersey
Department of the Treasury
Office of Management and Budget
PO BOX 221
33 West State Street, 6th floor
Trenton, New Jersey 08625-0221
Phone: (609) 984-1533
Email: David.Kutch@treas.state.nj.us

C. Project Management

The Division of Revenue and Enterprise Services is charged with the responsibility for the administration of the MVC General Treasury Depository Zero Balance Account and will be the contact agency for bank account related issues for this account.

The Project Manager for this program for the State of New Jersey is:

Lewis Lawitz
State of New Jersey
Division of Revenue & Enterprise Services
PO BOX 628
Trenton, New Jersey 08648
Phone: (609) 826-4724
Email: Lewis.Lawitz@treas.state.nj.us

D. MVC Manager of Agency Operations

The MVC Manager of Agency Operations is charged with the responsibility for the administration of the MVC Change Requisitioning Account and will be the contact agency for bank account related issues for this account. In addition, the MVC Manager of Agency Operations is charged with the responsibility of communicating all agency related changes such as: State holidays, emergency closings, hours of operation, agency relocations, agency closings, approving change request orders and deposit supply orders.

The MVC Manager of Agency Operations is:

Patricia Perez
State of New Jersey
Motor Vehicle Commission
225 E. State Street
PO BOX 129
Trenton, New Jersey 08666
Phone: (609) 984-2354
Email: patti.perez@dot.state.nj.us

E. Timetable of Events

The State reserves the right to modify any of the cited dates upon notification to the vendors.

Event	Date
Issuance of Request	January 15, 2014
Deadline to Submit Questions	January 29, 2014 by 4:30 p.m. E. T.
Mandatory Pre-Bid Conference	February 6, 2014
Proposal Due Date	February 27, 2014 by 4:30 p.m. E.T
Anticipated Award Date	April 23, 2014
Implementation and System Testing	April 24, 2014

F. Mandatory Pre-Bid Conference

Attendance at the following pre-bid conference is a prerequisite for proposal submission.

DATE: February 6, 2014
TIME: 10:00 a.m.
PLACE: State of New Jersey
Purchase Bureau Conference/Bid Room, 9th Floor
33 West State Street
Trenton, New Jersey

During the conference, the RFP requirements will be reviewed and questions from interested bidders will be addressed. This is the only opportunity for the interested bidders to address any technical questions relative to the RFP document.

Any deferred questions arising from the conference will be responded to in writing, via hard copy or email to all bidders' conference attendees.

Oral explanations given anywhere but at the bidders' conference shall not be binding.

NOTE: Due to the size restrictions of the Pre-Bid Conference Room, please notify the State of the estimated number of attendees from your firm. Please forward the information to:

David.Kutch@treas.state.nj.us

G. RFP Questions from Bidders

The deadline to submit written questions pertaining to this RFP ends at **4:30 p.m. E.T. on January 29, 2013.** Questions received after the deadline will not be recognized or addressed. The State requests that all submissions reference the appropriate page and section of the RFP. Questions are to be e-mailed to the following address:

David.Kutch@treas.state.nj.us

Questions will be responded to at the Pre-Bid Conference.

H. Revisions to the Request for Proposal

If it becomes necessary to revise any part of this RFP, revisions will be made in the form of a written addendum and vendors will be notified via email.

Acknowledgment of the receipt of all the amendments/revisions will be required to accompany any proposal submitted.

I. Proposal Requirements

Along with one proposal, clearly marked "ORIGINAL", signed by an officer who is authorized to bind the respondent contractually, **six (6) copies of the proposal must arrive prior to or no later than 4:30 p.m. E.T. on February 27, 2014.**

If submitting by hand or overnight delivery, address packages to:

David Kutch
Contract Administrator
State of New Jersey
Department of the Treasury

Office of Management and Budget
33 West State Street, 6th floor
Trenton, New Jersey 08625-0221

If submitting by U.S. Mail, address packages to:

David Kutch
Contract Administrator
State of New Jersey
Department of the Treasury
Office of Management and Budget
PO BOX 221
Trenton, New Jersey 08625-0221

In addition, to the required hard copies, vendors must include a CD-ROM copy of its entire bid submission including all exhibits, attachments and samples of required documents in the PDF format.

It is the bidders' responsibility to clearly identify the sections and pages in its bid proposal it designates to be confidential and/or proprietary.

Please note that faxed or emailed proposals will not be accepted.

J. Oral Presentation and Vendor Site Visitation/Inspection

Vendors who submit a proposal may be required to give an oral presentation to the evaluation committee. This will provide an opportunity for the vendor to clarify or elaborate on its proposal. However, an oral presentation does not provide the vendor the opportunity to change the original bid or correct any deficiencies in its proposal. Vendors should not construe the invitation for an oral presentation to imply any acceptance or rejection of bids.

The Department of the Treasury, Office of Management and Budget, Cash Management Unit, will schedule the presentations.

At the time of proposal evaluation, the State reserves the right to inspect the vendor's facilities, including any and all subcontractors' facilities. Any time after award, the State reserves the right to inspect the vendor's facilities, including any and all subcontractors' facilities, without prior notice by the State. However, if circumstances warrant prior notice because of security or proprietary

considerations, please include an explanation of such reservation in your response. Failure to comply with this request may result in disqualification or termination of the contract.

At all times, (1) travel by State personnel to the vendor's site will be at the State's expense; (2) travel by vendor personnel to the State of New Jersey will be at the vendor's expense.

Prior to contract award, the oral presentation and vendor site inspection may be combined.

K. Contract Award

The entire contents of this RFP, all addenda and the bank's proposal will become the basis for any award resulting from this solicitation.

The State of New Jersey reserves the right to reject any or all proposals, to award to other than the low bidder, to award in whole or in part, and to waive any minor informalities not in compliance with the specifications or terms and conditions of this request if deemed in the best interest of the State to do so.

Any statistics or values shown in the RFP are either based on past history, or best estimates. The future quantities, values or activities may be more or less than those noted herein and could change during the course of the contract term. The State will make no allowances or concessions to a bidder for any alleged misunderstanding because of quantity, character or other conditions.

L. Length of Contract

The contract will be for a **three (3) year term**. The bank may not close any accounts until officially notified by the Department of the Treasury, Cash Management Unit.

Any agreement executed as a result of this acquisition process is contingent upon the State Legislature appropriating such funds as necessary, to the extent such funds are necessary, to pay the bank for services rendered.

M. Contract Extension

The State will have the option to extend the contract for three **(3) one-year periods** or any portion thereof, if deemed in the best interest of the State to do so. The vendor will be notified of the State's intent at least **90 days** prior to the expiration date of the existing contract. The vendor will have **15 calendar days** to respond to the State's request. If the vendor agrees to the extension all terms and conditions of the original contract and any mutually agreed to changes will apply.

At the time of contract extension, an increase in price will be considered. The unit prices during the extension periods may be adjusted utilizing the Consumer Price Index unadjusted for All Urban Consumers, New York-Northern New Jersey Region and Philadelphia-South Jersey Region using a 2/3 to 1/3 weight respectively, as published by the Bureau of Labor Statistics of the United States Department of Labor. For price adjustments during the option periods, the prices may be increased by the same percentage as the percentage of increase shown in the Index for January of the extension year compared to the Index for January of the prior year or for the most recent reported twelve-month period. At the time of the extension option, the vendor must include in their response to the State the price increases, from and to, for each of the line item charges, along with supporting Labor Statistics documentation. The State will then independently verify the price adjustment.

N. Vendor Right to Protest

A vendor's right to protest RFP specifications and intent of contract award is governed by N.J.A.C 17:12.

For all Cash Management contract protests, although N.J.A.C 17:12 references the Director of the Division of Purchase and Property, the Treasurer (or designee) shall be the individual authorized to decide the protests.

O. Termination of Contract

The State reserves the right to terminate any agreement entered into as a result of this RFP providing written notice has been given to the vendor at least 30 days prior to such proposed termination date unless otherwise provided herein. At contract termination, the vendor must cooperate fully with the State and the new contract vendor to affect a smooth transition, which would include transferring all necessary databases, files and other information needed for the continued operation of the application.

P. Contract Continuity/Transitional Period

In the event the service or services are scheduled to end by contract expiration or be terminated by the State (at the State's discretion), and if requested by the State, the bank must continue the service(s) until new services can be completely operational. At no time shall this transitional period extend more than 180 days beyond the expiration date of the existing contract. The bank will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the State.

Q. Unanticipated Services

Should additional State initiated work be required which is beyond the initial scope of this RFP, either through this State agency or another, the State of New Jersey reserves the right to negotiate with the awarded vendor reasonable fees for services unanticipated or not existing at the time of the contract award. If required, the State will request a written cost estimate and a schedule of the work plan. The State must approve the fees and/or work plan prior to initiation of the work. Upon failure to arrive at a negotiated fee schedule and work plan, the State may, at its option, contract the services through a competitive process.

If additional programming is required, the vendor must be able to provide additional programming services and make system changes to their internal system within 90 days after State approval. The cost estimate will be based on the hourly rates included in the vendor's response as specified in **SECTION IX. COST SCHEDULE** of this RFP.

NOTE: In an effort to streamline services, the Department of the Treasury, Office of Management and Budget, Cash Management Unit may extend the services of this contract to additional State agencies. These similar banking services would be added to this contract via this unanticipated service clause.

R. Prime Contractor Responsibilities

The selected vendor, and any successor vendor (in the event of merger/acquisition or other change in operating status), will be required to assume sole responsibility for the complete effort of any contract(s) awarded to the vendor subsequent to its bid submission, and assume all cost incurred by the State, directly or indirectly, in connection with or as a result of the transition. If a merger/acquisition has been announced prior to or during the vendor's proposal preparation period, identify all relevant or emerging dates surrounding the merger relative to official name change, system changes, account changes, etc. if known at the time of bid submission.

The State will consider the prime contractor to be the sole point of contact with regard to contractual matters. The prime contractor is responsible for the professional quality, technical accuracy, timely completion of any and all services awarded to the vendor as a result of the solicitation; and shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in their products, services, reports, equipment, information, etc. in order to meet the requirements as specified herein.

The successful vendor must furnish the names of the officers and management personnel who will be utilized in the fulfillment of any agreement resulting from this RFP.

S. Subcontracting

All subcontractors must be approved by the State. If the vendor has knowledge prior to proposal submission date that any part of the work covered by this request will be subcontracted, the vendor must identify the subcontracting organization, its officers and the contractual arrangements made therewith, and state what services are to be subcontracted.

If, during the contract term, the vendor desires to employ or replace any subcontractor, the vendor must provide **90 days written notice to the State.** The State will evaluate the replacement firm's qualifications. No replacement firm shall begin work without prior State approval.

The prime contractor is totally responsible for adherence by the subcontractor to all provisions of the contract between the bank and the State. The bank must thoroughly research and confirm a sub-contractor's ability to deliver services exactly as requested in this RFP. The State will not amend its requirements to accommodate a sub-contractor's unwillingness to provide required documents or its inability to deliver services exactly as stated/required in this RFP.

Nothing contained in these specifications or subsequent specifications shall be construed as creating any contractual responsibility between the subcontractor(s) and the State.

T. Assignment

The vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the State. Any attempted assignment without consent shall be null and void. Unless otherwise agreed to by the State in writing, the assignee shall bear all cost incurred by the State, directly or indirectly, in connection with or as a result of such an assignment.

U. Cost Liability

The State of New Jersey assumes neither responsibility nor liability for costs incurred by vendor prior to issuance of an agreement, contract or purchase order.

V. Ownership of Material

Ownership of all data, material and documentation originated and prepared exclusively for the State pursuant to any contract shall belong exclusively to the State and shall be delivered to the State upon **30 days' notice** by the State.

W. File Transfer

See **EXHIBIT A State of New Jersey OIT File Transfer Guide** for a detailed description of the protocols supported by the State. A bank(s) ability to support as many of these file transfer methods as possible, thus providing the State with maximum flexibility, will be a positive factor considered during the proposal evaluation.

The State plans to take advantage of all advancements offered by the ACH Network. The bank must be able to demonstrate that they have the ability to support these updates to the electronic funds transfer system.

The bank and all subcontractors will be required to use reasonable care to protect the confidentiality of the data. All data contained in the documents or files supplied by the State are to be considered confidential and shall be solely for the use of the State. The chosen bank must protect State data and ensure that all State information remains confidential.

Any use, loss, sale or offering of this data in any form by the prime contractor, its employees, subcontractors, or assignees may cause termination and legal action to be taken, with all cost of any such legal action to be absorbed by the vendor.

X. Promotional Use Prohibited

The vendor and any subcontractors will be prohibited from advertising or promoting any trade or business by reference to any agreement or services performed hereunder, including the issuance of news releases, resulting from any award.

Y. Accounting Records

The vendor is required to maintain records and other documentation needed for the execution of any and all contracts. These records must be made available to the State at all reasonable times during the contract term and for a period of **seven (7) years from the date of final payment.**

Vendor-generated transaction records, including but not limited to, copies of checks, deposit slips, bank statements and invoices must be made available to the State for a period of **three (3) years from the date of transaction.**

The State reserves the right to have either its personnel, its designated representatives or its auditors, monitor and audit as often as the State deems necessary, the activities and related processing and accounting records of the bank and all subcontractors, to ensure proper compliance to the terms as specified within this document.

The vendor(s) must provide adequate facilities for the State auditors to use when they perform their regular and random audits.

Z. Severability Clause

In the event that any provision of this RFP or the agreement executed in accordance herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the agreement shall continue in effect without the invalid provision.

AA. Indemnification

The Vendor's liability to the State for actual, direct damages resulting from the Vendor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500% of the value of the contract, except that such limitation of liability shall not apply to the following:

The Vendor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Vendor under the contract caused by negligence or willful misconduct of the contractor.

The Vendor's indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this RFP.

The Vendor shall not be liable for special, consequential, or incidental damages.

BB. Insurance

The vendor will furnish to the State such evidence of insurance as the State may require at the time of award and for all periods during the term of the agreement and any extensions to the agreement.

For all coverage and renewals, the documents must contain the provision that the insurance provided shall not be canceled for any reason except after **30 days** written notice to the State of New Jersey, Department of the Treasury. All insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater.

1. Comprehensive General Liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
 - Broad Form Comprehensive General
 - Liability Products/Completed Operations
 - Premises/Operations

The limits of liability for bodily injury and property shall not be less than \$1 million per occurrence as a combined single unit.

2. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - \$100,000 Bodily Injury Each Occurrence
 - \$100,000 Disease Each Employee
 - \$500,000 Disease Aggregate Limit

CC. Conflict of Interest

No award will be made to a vendor who in the opinion of the Department of the Treasury has interests, business ventures, proprietorships, employment, or public office, which would create a conflict of interest. The State reserves the right to question vendors with respect to actual or potential conflicts of interest.

DD. Public Records – Contents of Bid Proposals

Information provided in response to this Request for Proposal can be released to the public under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) however certain sections may be considered confidential under the statutory exceptions. A bidder may designate specific information and pages of its bid proposal as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion.

Bidders are responsible for clearly defining the sections and pages of its bid proposal considered to be confidential and/or proprietary. The designated sections/materials must be listed on the cover letter and cleared marked at the bottom of each page in the footer section. The State reserves the right to make the determination and will advise the bidder accordingly.

The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire

proposal. In the event of any challenge to the bidder's designation of confidential and/or proprietary materials, the bidder shall be solely responsible for defending its designation and the State shall have no responsibility there for.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be confidential and/or proprietary, are available for request after the Letter of Intent-to-Award is issued. At such time, interested parties can request a copy of a bid submission by visiting the following link <http://www.state.nj.us/opra/>. Users should select the link titled *State Request Form* and in the first drop down menu that reads *Choose a Department* users should select Treasury. In the second drop down menu that reads *Choose a Division* users should select Government Access Unit and complete the request form according to the instructions.

EE. Single Response

A single response to this RFP may be deemed a failure of competition and at the option of the Treasurer, the solicitation may be canceled. Alternatively, receipt of only one response may allow the Treasurer to claim it as a valid sole source acquisition of services.

IV. OTHER MANDATORY PROVISIONS

A. Financial Statements

As part of the proposal the prime vendor and any subcontractors directly involved with providing any part of the services, must submit their latest audited financial statements, or financial comments if a privately held company.

The Original Proposal must include a hard copy of the bank's audited financial statements. Proposal copies can include a working link to the bank's audited financial statements.

The Original Proposal must include a hard copy of all subcontractors' audited financial statements, or financial comments if a privately held company. Proposal copies can include working links to a subcontractor's audited financial statements or financial comments if a privately held company.

B. Ownership Disclosure Form

As part of the proposal the prime vendor and all its known subcontractors must complete the enclosed Ownership Disclosure Form and submit it with the proposal. See **EXHIBIT B** for the **Ownership Disclosure Form.**

C. Non-Discrimination Law

All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 through 10:5-38 and N.J.A.C. 17:27-3.4, and all rules and regulations issued hereunder. For additional information on the non-discrimination law, you may call the Law Reference Library at (609) 292-6230 or visit: <http://www.njleg.state.nj.us/> and select Law and Constitution and then Statutes.

D. Collateralization of Deposits

The State Treasurer shall require from this bank a deposit of bonds, notes, certificates of indebtedness or bills or other obligations of or guaranteed by the United States; or other obligations of or guaranteed by the State of New Jersey; or any other obligations now or hereafter authorized by law as security for public deposits. In addition, a current Security Agreement should be on file with the State of New Jersey.

For the total bank balances resulting from the account, the collateralization requirement must adhere to **EXHIBIT C Policy Statement: Department of the Treasury Collateralization Requirements for State Held Deposits.**

E. Proof of Registration Requirements

Public Law 2001, Chapter 134 requires all contractors and subcontractors providing goods/services to State agencies and authorities to provide the contracting agency with proof of registration with the Department of the Treasury, Division of Revenue and Enterprise Services.

The Division of Revenue and Enterprise Services' Client Registration Bureau provides proof of registration certificates to all registrants. Business Registration Certificates (BRC) list basic business identification information and unique registration sequence numbers that can be verified by the Client Registration Bureau.

Pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its Business Registration Certificate as part of its bid submission. As mandated by this statute, failure to submit a copy of the Business Registration Certificate within the bid proposal will be deemed non-responsive and therefore will result in disqualification of the bid proposal.

The statute also requires that all contract vendors submit a copy of the Business Registration Certificate for each subcontractor they intend to use prior to contract implementation. The law prohibits contractors from entering

into a contract with a subcontractor who has not provided the contractor a copy of its Business Registration Certificate.

The basic registration process involves filing Form NJ-REG. An overview of the filing requirements can be found by visiting the NJ Business Gateway Services website at <http://www.state.nj.us/njbgs/>. The NJ-REG may be filed online or a Business Registration Packet can be downloaded at <http://www.state.nj.us/treasury/revenue/revprnt.shtml>

Any questions in regard to business registration requirements can be directed to the Division of Revenue and Enterprise Services at (609) 292-9292.

F. N.J.S.A. 52:34-13.2 Certification

1. Under N.J.S.A. 52:34-13.2 Certification, the State shall not award a contract to a vendor that submits a bid proposal to perform services, or have its subcontractor[s] perform services, outside the United States, unless one of the following conditions is met:

The vendor or its subcontractor provide a unique service, and no comparable, domestically provided service can adequately duplicate the unique features of the service provided by the vendor and/or its subcontractor; or

A significant and substantial economic cost factor exists such that a failure to use the vendor's and/or the subcontractor's services would result in economic hardship to the State; or

The Treasurer determines that a failure to use the vendor's and/or subcontractor's services would be inconsistent with the public interest.

2. Source Disclosure Requirements

Pursuant to N.J.S.A. 52:34-13.2, all vendors seeking a contract with the State of New Jersey must disclose:

The location by country where services under the contract will be performed; and

The location by country where any subcontracted services will be performed.

State prefers the vendor submit with its bid proposal **EXHIBIT D N.J.S.A. 52:34-13.2 Certification**, completed with the sourcing information required for itself and any proposed subcontractor, identified in its proposal.

If the certification is not submitted with the bid proposal, it shall be submitted **within five (5) business days** of the State's request for the information. Failure to submit sourcing information when requested by the State shall preclude award of a contract to the vendor.

3. Breach of Contract of N.J.S.A. 52:34-13.2

A shift of outsourced services during the term of the contract shall be deemed a breach of contract.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause, unless the Treasurer shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

It is important to note that N.J.S.A. 52:34-13.2 applies to all service contracts.

G. Two-Year Chapter 51 Vendor Certification & Disclosure of Political Contributions

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, Chapter 51 was signed into law on March 22, 2005 (this law supersedes Executive Order 134 (2004)).

On September 24, 2008, former Governor Jon S. Corzine issued Executive Order No. 117 to further enhance the State of New Jersey's efforts to protect the integrity of the procurement process.

Pursuant to the requirements of Public Law 2005, Chapter 51 / Executive Order No. 117 (2008) the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

1. Vendor Certification and Disclosure

Prior to awarding any contract or agreement to procure services or any material, supplies or equipment from, or for the acquisition, sale, or lease of any land or building from or to, any business entity, the State or any of its purchasing agents or agencies, as the case may be, shall require, as part of the procurement process, the business entity to report all contributions the business entity made during the preceding four years to any political organization organized under section 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meetings of section 3 of P.L. 1973, c.83 (C.19:44A-3).

Instructions for completing the Vendor Certification and Disclosure are detailed in **EXHIBIT E Information and Instructions for Completing the Two-Year Vendor Certification and Disclosure of Political Contributions Forms.**

The submission of **EXHIBIT F Two Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions** will be required **five (5) business days** from the date on the “Intent to Award” letter issued by the Office of Management and Budget, Cash Management Unit.

2. State Treasurer Review and Approval

The State Treasurer or his designee shall review the Certification and Disclosure submitted pursuant, as well as any other pertinent information concerning the contributions or reports thereof by the intended vendor, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

Please access the Purchase and Property website for additional information on Public Law 2005, Chapter 51 at the following site: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.

Upon approval by the State, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2013, the certification expiration date would be December 31, 2014.

3. Ongoing Vendor Responsibility

All business entities awarded a State contract on or after October 15, 2004, in an amount in excess of \$17,500, have a continuing obligation to disclose any changes in the vendor’s ownership status and/or political contributions made during the term of such contract, and any extensions thereof.

NOTE: Vendors are contractually obligated to report all ownership changes and political contributions to the OMB, Cash Management Unit

by submitting updated Vendor Certification and Disclosure forms. All changes and forms are subject to review by the Treasurer.

If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of such contract or agreement.

H. Disaster Recovery

1. Disaster Recovery Plan

As part of any contract award, the vendor(s) must maintain a disaster recovery plan designed to minimize any disruption to the services being performed. The bank's disaster recovery plan, contingency and backup procedures should be made available for review by the State, within **ten (10) days** of a request by the State. As part of the State's Disaster Recovery Exercises, these items will be subject to annual review.

The bank must be able to demonstrate, during an inspection of operations and a review of documented procedures that in the event of a system breakdown or catastrophic event, State operations will be minimally affected and State records recovered intact. Given the worst case scenario, the vendor must be completely functional **within 24 hours of a major disaster.**

For disaster and recovery purposes, the bank must be able to receive and process data files from the State in the following formats: electronic transmission, CD-ROM and DVD-ROM. In addition, the bank must be able to demonstrate that sufficient safeguards are in place to prevent test files from being loaded into a production environment.

2. Disaster Recovery Test Requirements

The bank must fully cooperate during any and all disaster recovery testing operations initiated by the State. The bank must identify in its RFP if there are any organizational production and/or testing shutdown

timeframes during the calendar year when it would be unable to participate in State tests.

The State will run a Disaster Recovery Test pertaining to the accounts contained in this RFP although not all accounts may be included in the test. The test is required to be performed once a calendar year and must mimic full simulation of the production environment in order to meet auditing requirements. Testing will be conducted at the State of New Jersey, Office of Information and Technology Disaster Recovery site, which simulates a parallel production environment at a different location from where the normal State test and production activities occur.

Currently the State's Disaster Recovery center is evolving. Connect:Direct Secure+ will become available at this site in the future, however an exact date has yet to be determined. Therefore an alternate method must be established to transfer data between the Disaster Recovery site and the bank. The established connectivity method must be mutually agreed upon by the State and the bank. By developing an alternate method, both parties will be creating the capability to provide an alternate means of communication between the bank and the State in the event the main file transfer mechanism is unavailable.

The State's Disaster Recovery Test is a full simulation test, as close as technically feasible to the production environment. In order to satisfy audit requirements, OIT must be able to simulate the production environment as closely as possible, thereby demonstrating to the auditors the State's ability to recover from a disaster.

The bank must have a process and security in place to ensure that any test files sent as part of the disaster recovery test do not get processed in the bank's production environment. In addition, the State may require that its print facility's Disaster Recovery Site be included in the Disaster Recovery Testing.

3. Disaster Recovery Test Files

The bank must be prepared to receive and validate test files transmitted or delivered from a State of New Jersey disaster recovery exercise.

The following list of Disaster Recovery Test items, not necessarily all inclusive, will be required and considered during contract award:

- Accept and return test files.
- Validate that the received files are properly formatted and useable as if they were production files.
- Provide the State with written documentation as to the correctness of the data.
- Validate the legibility of printed “voided” checks, which are replications of production checks produced from a Disaster Recovery test.

All test checks mailed to the bank must be returned to the State after the bank validation is complete.

I. Destruction Requirements for State Records and Canceled Checks

The New Jersey Department of Treasury’s Division of Revenue and Enterprise Services (NJDORES) is responsible for insuring that all public records are managed, preserved and destroyed in accordance with public law.

The bank must destroy all public documents in accordance with State regulations and the retention schedule promulgated by NJDORES in consultation with the appropriate State agency and approved by the State Records Committee (SRC).

Physical destruction of State records must comply with the existing (applicable) state standards as described in State Contract T-0387: *Records Removal and Destruction Services*. These standards will apply to any sub-contracted vendors the bank may utilize for destruction services.

See **EXHIBIT G Destruction Requirements for State Records and**

Canceled Checks for paid check destruction requirements.

V. PAYMENT METHOD AND TERMS

The State will pay for vendor services primarily with fees and compensating balances when they exist. It is the State's intent to maintain compensating balances at a minimum and to pay for services primarily with fees. However, at the discretion of the Department of the Treasury, cumulative excess balance credits, if available from other State demand account balances, may be used as compensation for the services rendered under this contract.

A. Compensating Balances

The compensating balance must be considered as the total average collected balance of the account(s) less the 10% non-earning Federal Reserve requirement. It is the State's policy to avoid the maintenance of sizable balances. However, for any balances that do exist, the State requires full compensating balance credit.

The basis for the earnings rate will be determined from the average of each month's 13-week Treasury Bill auctions. All auctions for which the settlement date falls in that month will be included in the month's simple average. The coupon equivalent yield of each auction will be used.

The earnings rate developed will be applied each month against the average daily net collected balance of the account(s) to determine the value of bank services earned that month with compensating balances. If the earnings of the compensating balances exceed the value of total bank services provided in any month, the excess will be applied to subsequent monthly analyses on a continuous basis without regard to calendar year end.

B. Payment Terms

If necessary, the bank will invoice the State monthly. The bank must provide the invoice within 30 days after the close of each month (on a calendar month basis) for which services were provided. The standard State of New Jersey payment voucher and instructions for preparation of the form will be provided to the bank after contract award.

One combined invoice and analysis will be required for these **two (2) State accounts.**

C. Monthly Analysis

Together with the invoice, the bank must provide a monthly analysis that will contain on one page of the analysis report; the monthly average collected balance for each account, using a separate line for each account. On the same line for each account, the total monthly activity for each billable category will be presented so that every category of activity for each account appears on one line of the report. A separate report page for each account is not acceptable. The balances and each category of billable activity will be totaled and then carried to the summary page of the analysis. On the summary page, the reserve requirement will be applied against the total collected balance of ALL the accounts, with the average Treasury Bill **Yield** used to calculate the compensating balance earnings for the month. The contract prices will be applied against the total volumes for each billable category in order to establish the total billing for the month. The State will be invoiced for the total billing less the compensating balance earnings for that month.

The invoice and analysis are to be sent to:

Department of the Treasury
Office of Management and Budget
Cash Management Unit
33 West State Street, 6th Floor
PO BOX 221
Trenton, New Jersey 08625-0221

See **EXHIBIT H** for the **Motor Vehicle Commission Monthly Analysis Sample Format**

VI. SCOPE OF WORK

A. Accounts to be established

The State will establish the following accounts in the vendor bank:

1	MVC General Treasury Depository Zero Balance Account
2	MVC Change Requisitioning Account

The State's initial requirements will include the establishment and maintenance of a **two (2) State Accounts**, and the accurate and timely processing of all banking services and reports related to the accounts.

The Department of the Treasury, Cash Management Unit is solely responsible for the opening and closing of all accounts.

The State reserves the right to increase, decrease or consolidate the accounts, as the need arises, during the course of the contract term.

See **EXHIBIT I** for a detailed description of the **Motor Vehicle Commission Account Structure and Funds Flow**.

B. MVC General Treasury Depository Zero Balance Account

The State will establish the MVC General Treasury Depository Zero Balance Account in the vendor bank for the collection of various motor vehicle related payments from **39 MVC agencies** throughout the State of New Jersey.

See **EXHIBIT J** for the **Motor Vehicle Commission Agency Listing**.

See **EXHIBIT K Motor Vehicle Commission General Treasury Depository Zero Balance Account Activity for Fiscal Year 2013** for a breakdown of deposit types, volumes and dollar amounts.

See **EXHIBIT L Motor Vehicle Commission General Treasury Depository Zero Balance Account Activity for Fiscal Year 2013 by Region** for a detailed breakdown of deposit data by agency and region.

Each MVC agency will be identified by its own four or five-digit location number. The State must have access to the four or five-digit location number on all web-based modules and bank provided documents (i.e. hard copy bank statements, electronic bank statements, adjustment memos, returned items, deposit slips, armored car receipts and change orders).

1. Daily Check and Cash Deposits

On a daily basis, **39 MVC agencies** will prepare daily check and cash deposits into the account. Out of the **39 MVC agencies**, six (6) agency locations (Eatontown, Newark, Paterson, Trenton, Wayne and West Deptford) will have two (2) pickup sites within the same facility. The bank is not permitted to charge an additional pickup fee for these six (6) agency locations.

Each MVC agency will be identified by its own four or five-digit location number. The State must have access to the four or five-digit location number on all web-based modules and bank provided documents (i.e. hard copy bank statements, electronic bank statements, adjustment memos, returned items, deposit slips, armored car receipts and change orders).

In Fiscal Year 2013, there were an estimated **58,514 thousand deposits**. The deposits consisted of approximately **981,118 thousand checks** and **21,673 thousand cash deposits**. These deposits represent approximately **\$172 million in check deposits** and **\$90 million in cash deposits**.

2. Special Item Deposits

Occasionally “special items” are deposited into the MVC General Treasury Depository Zero Balance Account. These deposits are generally for small amounts (sometimes just a few dollars) and have no specific deposit pattern. These “special items” will be identified by a separate deposit slip and will be

included with the day's deposit bag (either check or cash). The bank is not permitted to charge a separate pickup fee for the "special item" deposits. Each MVC agency will be identified by its own four or five-digit location number. The State must have access to the four or five-digit location number on all web-based modules and bank provided documents (i.e. hard copy bank statements, electronic bank statements, adjustment memos, returned items, deposit slips, armored car receipts and change orders).

The State does not track the "special item" cash or check deposits however the State estimates that in Fiscal Year 2013, there were approximately **\$35 thousand in "special item" check deposits** and approximately **\$19 thousand in "special item" cash deposits** totaling approximately **\$54 thousand in "special item" deposits.**

a. Special Item Check Deposits

On occasion, a "special item" check deposit with its own deposit slip may be included in the daily check bag. For this "special deposit", the number of checks will be small, and there is no identifiable deposit pattern.

The estimated amount of "special item" check deposits in Fiscal Year 2013 were approximately:

ESTIMATED "SPECIAL ITEM" CHECK DEPOSITS FOR FY2013	
Region	Amount of "Special Item" Check Deposits
Central	\$ 10,767
Northeast	\$ 5,194
Northwest	\$ 12,205
South	\$ 7,271
Totals	\$ 35,437

b. Special Item Cash Deposits

On occasion, a “special item” cash deposit, with a separate deposit slip may also be included in the cash bag. These deposits generally are for small amounts (sometimes just a few dollars) and have no specific deposit pattern. The “special item” deposit slip will also be placed either inside the bag or in the outside pouch of the cash bag. The placing of the “special item” deposit slip either inside or outside of the bag will be left to the discretion of the bank. The bank must explain in its response how it would prefer the agencies handle the “special item” deposit slip.

The estimated amount of “special item” cash deposits in Fiscal Year 2013 were approximately:

ESTIMATED “SPECIAL ITEM” CASH DEPOSITS FOR FY 2013	
Region	Amount of “Special Item” Cash Deposits
Central	\$ 5,797
Northeast	\$ 2,797
Northwest	\$ 6,572
South	\$ 3,915
Totals	\$ 19,081

3. Driver Abstract Deposits

On a daily basis, there will be deposits resulting from requests for driver history records. These deposits are for small amounts and will be identified by a separate deposit slip. The number “9” will precede the usual four digit location number on the deposit slip to indicate the payment is for a Driver Abstract. These “abstract items” will be identified by a separate deposit slip and will be included with the day’s deposit bag (either check or cash).

Each MVC agency will be identified by its own five-digit location number. The State must have access to the five-digit location number on all web-based modules and bank provided documents (i.e. hard copy bank statements, electronic bank statements, adjustment memos, returned items, deposit slips, armored car receipts and change orders).

Prior to contract commencement, the bank will be responsible for providing each of the **39 MVC agencies** with **500 deposit slips** for the Driver Abstract Deposits, **at no cost to the State**. Additional deposit slips for the Driver Abstract Deposits will be ordered on an as needed basis by the MVC Manager of Agency Operations and must also be provided, **at no cost to the State within ten (10) business days**.

Each deposit slip must include the following information:

State of New Jersey MVC
 MVC General Treasury Depository Zero Balance Account
 Agency's Name (example: Camden)
 Agency's Five Digit Location Number (example: 93305)
 Agency's Address

4. ACH Credits

The Motor Vehicle Commission General Treasury Depository Zero Balance Account will receive **two (2) daily ACH credits** representing additional collections from two other sources. Listed below are the MVC daily ACH credits for Fiscal Year 2013.

MVC Daily ACH Credits (FY 13)			
Month	ACH Credit source one	ACH Credit source two	Total
July	\$ 1,408,539	N/A	\$ 1,408,539
August	\$ 1,419,119	N/A	\$ 1,419,119
September	\$ 1,299,423	N/A	\$ 1,299,423
October	\$ 1,474,980	\$ 160,964	\$ 1,635,944
November	\$ 1,270,121	\$ 246,257	\$ 1,516,378

December	\$ 1,442,622	\$ 274,021	\$ 1,716,643
January	\$ 2,051,186	\$ 282,064	\$ 2,333,250
February	\$ 886,121	\$ 250,741	\$ 1,136,862
March	\$ 1,540,871	\$ 298,576	\$ 1,839,447
April	\$ 1,697,172	\$ 343,115	\$ 2,040,287
May	\$ 1,785,683	\$ 303,068	\$ 2,088,751
June	\$ 1,719,206	\$ 298,635	\$ 2,017,841
TOTAL	\$ 17,995,044	\$ 2,457,441	\$ 20,452,485
Monthly Average	\$ 1,499,587	\$ 273,049	\$ 1,704,374

NOTE: The State reserves the right to increase or decrease the number of ACH credits received in this account.

C. MVC Change Requisitioning Account

The State will establish the MVC Change Requisitioning Account in the vendor bank to fund Change Orders for the **39 MVC agencies**. Initially the Motor Vehicle Commission plans to permit all **39 MVC agencies** to process a *weekly* change order. Depending on the operational needs of each individual agency, OMB, Cash Management may request to increase the frequency in which some of the agencies are permitted to process change orders. Additional change order requests should not be honored by the armored car provider prior to receiving official written approval from the Contract Administrator.

Initially, MVC agencies will be required to call in their change order requests on a **specific weekday by 10:00 a.m. E. T.** In the event that there is a State holiday on a designated change request day, the MVC agencies will be required to call in their change orders on the **next business day by 10:00 a.m. E.T.** Each MVC agency will be responsible for stipulating the specific dollar amount and denominations of the change required. The armored car will be required to deliver the change order **within two (2) business days of the request.**

Upon delivery of the change order, the armored car employee must provide a hard copy receipt and a designated MVC employee will be responsible for verifying the dollar amount and denominations of the change delivery. After verification, the designated MVC employee will provide the armored car employee with a cash deposit (sealed in a cash bag) to replenish the MVC Change Requisitioning Account. Please note: not all MVC Agencies have access to the internet therefore the State is requiring a toll free number for the purpose of processing change order requests.

a. Deposit Slips

Prior to contract commencement, the bank will be responsible for providing each of the **39 MVC agencies** with **500 encoded multi-part deposit slips** for the MVC Change Requisitioning Account, **at no cost to the State**. Additional deposit slips for the MVC Change Requisitioning Account will be ordered on an as needed basis by the MVC Manager of Agency Operations and must also be provided, **at no cost to the State**.

Each deposit slip must include the following information:

State of New Jersey MVC
MVC Change Requisitioning Account
Agency's Name (example: Camden)
Agency's Four Digit Location Number (example: 3305)
Agency's Address

In an effort to eliminate confusion between the deposit slips for the two (2) different accounts, the State is requesting that the deposit slips for the MVC Change Requisitioning Account be clearly *distinguishable* from deposit slips for the MVC General Treasury Depository Zero Balance Account. The State prefers that deposit slips for the MVC Change Requisitioning Account be provided in a different color and/or size. For evaluation purposes, bidders must include a sample encoded multi-part deposit slip for the MVC Change Requisitioning Account with its bid submission.

As previously stated, each MVC agency will be identified by its own four digit location number. The State must have access to the four digit location number on all bank documents (i.e. hard copy bank statements, electronic

bank statements, adjustment memos, returned items, deposit slips, armored car receipts and change order receipts).

b. Change Order Policy and Procedures

For evaluation purposes, vendors must disclose their change order policies and clearly defined step by step change order processing procedures from call placement to change order delivery and verification. Please note: not all MVC Agencies have access to the internet therefore the State is requiring a toll free number for the purpose of processing change order requests.

Note: The State of NJ reserves the right to add, change or delete the number of MVC agencies requiring change order deliveries during the contract term.

In addition to the change order requisitioning service, all MVC agencies must have the ability to go to their local bank branch to fulfill change order requests.

In their proposal, the bank must provide a listing which details the three (3) bank branches closest to each one of the **39 MVC agencies**.

D. Deposit Pickup Locations, Times and Procedures

On a daily basis, Monday through Friday, the vendor must provide armored car pickup and deposit processing services to all the MVC agencies depicted in **EXHIBIT J Motor Vehicle Commission Agency Listing**.

During the contract term, the State reserves the right to add, delete and move agencies as the need arises. The days of operation and hours of operation are also subject to change. The MVC Manager of Agency Operations will do their best to communicate such changes to the primary vendor in a timely fashion however the bank must be able to accommodate such changes **within one (1) week or less of receiving notification**.

Daily deposit pickups must be between the hours of 9:00 a.m. and 4:00 p.m. No pickups will be required on legal State holidays. An updated list of State holidays will be provided to the vendor prior to the start of each calendar year.

Deposits from business conducted on Fridays and Saturdays will be prepared for pickup on the following Monday. The Monday pickup can consist of up to five deposit bags per location (3 cash deposits, 2 checks deposits). Additional deposit bags cannot be considered a multiple stop for pricing purposes.

Deposits from business conducted on a day before a State holiday will be prepared for pickup on the next business day. The double deposit pickup on a business day following a State holiday will represent two (2) days' deposits. Additional deposit bags cannot be considered a multiple stop for pricing purposes.

On any business day, if an agency fails to have its deposits available for pickup at the designated time established, and the bag(s) are carried forward to the next business day, the 'next business day' stop will not be considered a multiple stop for pricing purposes. This missed deposit situation will be an exception to normal operations and must be reported by the chosen vendor via e-mail to the MVC Manager of Agency Operations.

Out of the **39 MVC agencies**, six (6) agency locations (Eatontown, Newark, Paterson, Trenton, Wayne and West Deptford) will have two (2) pickup sites within the same facility. The bank is not permitted to charge an additional pickup fee for these six (6) agency locations.

It will be the bank's responsibility to ensure all employees of the armored car service arrive at the MVC agencies **no earlier than 9:00 a.m. E.T. and no later than 4:00 p.m. E.T.**, at the designated pickup location with the supplies necessary to accommodate the size and scope of each pick up location. This includes but is not limited to valid company issued photo identification, ordered supplies, change orders and a handheld scanner (with receipt printing capabilities).

E. Deposit Preparation Procedures

Each agency will be responsible for preparing deposits as defined in the bank's deposit preparation procedures. Under no circumstances will cash and check deposit items be intermingled in the same bag.

1. Check Deposit Preparation Procedures

The bank must define its check bag preparation procedures in its proposal and include this procedure in the initial and annual training agenda. This procedure will be incorporated into the agencies' deposit procedures manual.

After check deposit preparation, the check deposit slip will be placed on the inside of the clear disposable bag and the bag will be properly sealed. The date placed on the deposit slip will correspond to the business day of its receipts and not the day of the deposit pickup, generally one day later.

2. Cash Deposit Preparation Procedures

The bank must clearly define its bill strapping procedures. This procedure must be incorporated into the deposit procedures manual to be utilized by the MVC agencies. The cash deposit preparation procedure must also be included in the bank's initial and annual training agenda.

The cash deposit slips will be placed in the outside window pouch of the opaque cash bag. The date placed on the deposit slips will correspond to the business day of its receipts and not the date of deposit pickup, generally one day later.

F. Deposit Pickup Receipt Confirmation Procedures

1. Armored Car Personnel Directory

After contract award and prior to contract commencement, the bank must provide each MVC agency with an armored car personnel directory. The directory must contain current color photos and legible signatures for each employee assigned to perform daily armored car pickups.

The armored car personnel directory must be updated as changes occur and at least once annually.

Agency managers and supervisors must be notified via e-mail immediately when an armored car employee is dismissed. It will be the bank's responsibility to e-

mail the agency managers and supervisors with the replacement employee's current color photo and legible signature prior to that day's armored car pick up.

The photo identification and deposit receipt signatures will be verified each day prior to release of deposit items. Deposit items will not be released to an individual excluded from the current personnel directory. The State may not be charged for a pickup that is not completed due to the State's inability to properly identify or verify the armored car personnel.

2. Armored Car Receipt Requirements

At the time of the scheduled deposit pickup, the armored car employee(s) must present valid company issued photo identification and using a "hand held type" scanning device, scan the agency specific location barcode and then scan the bar code that is placed on each deposit bag. After scanning, the armored car employee(s) must provide a hard copy receipt with the total number of deposit bags and the amounts of each deposit type noted on the receipt. For evaluation purposes, vendors must include a sample armored car deposit receipt with its bid submission.

Deposited items will not be released to armored car personnel if a hard copy receipt is not provided at time of deposit pickup. The State may not be charged for a pickup that is not completed due to the armored car personnel's inability to provide a hard copy receipt of the transaction at the time of pickup.

The receipts must be retained by the bank and its subcontractors for a **minimum of three (3) years**. All subcontractors to the primary vendor must adhere to the same receipt procedures and time frames as the primary vendor. Upon request from the State, the receipt(s) must be provided to the State within **five (5) business days** of the request. The original receipts will be retained by each MVC agency for **no less than three (3) years**.

A secure receipt procedure including an audit trail must be demonstrated and fully explained in the vendor's proposal relative to the cash and check receipt process.

For tracking and audit purposes, the State prefers the ability to track deposits online from the point of pickup to the final credit issued by the bank. A vendor's ability to provide this function will be rated favorably during the evaluation process.

The contract vendor will be totally liable for the security and contents of all deposits as soon as the armored car personnel pick up the deposit items and the MVC agency representative is provided proper receipt(s) for the deposit items.

In a dispute situation, the bank must be able to provide the State with documented confirmation indicating the date and time the deposit was presented at the bank's processing facility.

At the time of deposit delivery by the armored courier to the bank or money room, the armored car personnel must scan the deposit bags and retain a copy of a delivery receipt(s), time stamped, as proof of deposit bag delivery. The State may request, and the Bank must provide, a copy of this delivery receipt at any time **within three (3) years of the deposit pickup date.**

It will be the responsibility of the contract vendor to insure that the proper standard and industry specific security controls are in place to prevent any unethical tampering of the bags and its contents from initial pickup at the agency to the final disposition of the bags.

G. Check Deposit Discrepancies and Adjustments

After the check deposit is verified by the bank, and the deposit is calculated to be under the total dollar shown on the deposit slip by \$5.00 or less, the bank will absorb the difference; if the deposit is verified by the bank to be over the total noted on the deposit slip by \$5.00 or less, the bank will retain the credit. For this plus or minus \$5.00 window, no action will be taken by the State or required of the bank.

If there is a discrepancy that exceeds the established threshold the bank must contact the individual MVC agency supervisor by e-mail immediately or upon discovery (if discovery is made during normal work hours), or **no later than 10:00 a.m. E. T. the**

next business day. The bank must identify the deposit date and explain the difference as follows:

- The deposit lists more checks than actual: identify the number of checks in the bag versus the actual number listed.
- The deposit lists fewer checks than actual: identify the number of checks in the bag versus the actual number listed.
- The number of checks is correct, but the bank total is different from the deposit/adding machine tape total: identify the check number and the discrepancy (e.g., \$53.50 reported vs. \$43.50 actual).
- On a rare occasion, the number of checks is the same, but the tape has added incorrectly (this can be caused by an adding machine not being cleared before starting a new task). Note and document this fact.

For other than the plus or minus \$5.00 exceptions noted above, information regarding all discrepancies and adjustments must be delivered via email or via the bank's Web-based Inquiry System to MVC Internal Audit and Treasury, Cash Accounting within **one (1) business day** of the deposit date or the return of a deposited check. If requested, a hard copy must be delivered within **three (3) business days.** The following detail information must be included for each discrepancy and/or adjustment:

- Adjustment memo (debit or credit advice) to include the following:

Account Number
Depositing Agency's four or five digit location number
Deposit Date
Original Deposit Total
Specific Discrepancy
Discrepancy Amount

- Adding machine tape or batch total sheet(s)
- When applicable, copy of check (front and back) and deposit ticket when listed for wrong amount

- The deposit lists more or less checks than actual – note the difference between the deposit number and the actual number listed; when more, supply a copy of the adding machine tape or batch total sheet(s)
- The number of checks are correct, but the bank total is different than the deposit/adding machine tape total, e.g. \$163.89 vs. \$136.89 - identify check(s), and supply a copy of the check(s) (front and back)

Under no circumstances should a bank employee adjust the deposit slips to match the actual deposit.

H. Cash Deposit Discrepancy and Review Procedures

If there is a discrepancy in the cash deposit of **\$50 or more**, the bank or money room facility must contact the individual MVC agency supervisor by e-mail and telephone either immediately upon discovery (if discovery is made during normal work hours), or **no later than 10:00 a.m. the next business day** after discovery. The bank must specifically identify: the discrepancy as to wrapper or special envelope (note initials on the wrapper or envelope), what denomination(s) is in dispute, identify the original deposit slip amount and the bank adjusted amount.

Information regarding all discrepancies and adjustments must be delivered to the MVC Internal Audit Group and to Treasury, Cash Accounting via email or via the bank’s Web-based Inquiry System within **one (1) business day** of the deposit date. If requested, a hard copy must be delivered within **three (3) business days**. The following detail information must be included for each discrepancy and/or adjustment:

- Adjustment memo (debit or credit advice) to include the following:

Account Number
Depositing Agency’s four or five digit location number
Deposit Date
Original Deposit Total

Discrepancy Amount

- Adding machine tape or batch total sheet(s)

Under no circumstances should a bank employee adjust the deposit slips to match the actual deposit.

An agency must have the ability to dispute the bank's cash deposit amount and make an appointment to view the video of the money-counting operation pertaining to the disputed deposit. The vendor must provide a quality digital HD video for reviewing purposes. The video must show a clear view of the sealed bag, then the bag being cut and the contents removed and subsequently counted, without any disruption in the video.

The video must be available for review for a reasonable amount of time but **no less than three (3) months after the deposit date**. During an investigation, the State must have access to the video for a period of no less than three months with the option to extend this timeframe if necessary to complete the investigation. The bank must specify in its proposal the length of time videos are retained by the money room and available for review.

It will be the responsibility of the contract vendor to provide the proper standard and industry specific security controls to prevent any unethical tampering of the cash bags and its contents from initial pickup at the MVC agency to the final cash-counting operation.

I. Deposit Credit and Availability

All deposits picked up each day must be processed for collection and credited to the State account in a timely manner. The State defines "timely manner" as the majority of deposit items being credited to the State account on the date of deposit pick up and the "unavoidable" small minority of deposit items being credited to the State account no later than the day following the deposit pick up date.

The bank must determine an optimum routing schedule, based on the agency location listing provided, to avoid delays and next day deposits therefore increasing the percentage of deposit items that receive same day credit. The bank must detail in its proposal its “best estimate” of the percentage of deposit items that will receive same day credit and the percentage of deposit items that will, at minimum, receive next day credit.

Availability of deposits must, at a minimum, be reflected in accordance with the standard Federal Reserve Availability Schedule. Cash and “on us” checks must receive same day availability as the deposit date. Any deviation from the expected availability of deposits stated above must be fully explained. Any delay in deposit credit based on conditions within vendor control will result in the bank compensating the State for its lost earnings at the 91-day T-bill rate. Consideration will only be given for late deposit credit for conditions beyond the vendor’s control that would cause a delay in delivery to the check processing facility or money room, e.g., severe inclement weather, accidents, unexpected detours, and occasional mechanical breakdowns.

When the bank has failed to provide credit to the State for an entire deposit, the bar code information or an MVC deposit receipt will be considered as recognized proof of deposit to the bank. **Within thirty (30) days** of the State furnishing to the bank the deposit receipt information, the bank must credit the State for the total deposit amount and compensate the State for its lost earnings, at the 91-day T-bill rate, for the period of time from the date of the armored car deposit pickup to the actual deposit credit date.

For all deposits, credit must be given for the amount shown on the deposit slip. No changes are to be made to the original deposit slip. Any adjustments are to be reflected on separate adjustment memoranda with the corresponding credit to the account.

Under no circumstances should a bank employee adjust the deposit slips to match the actual deposit.

For security purposes, **EXHIBIT K Motor Vehicle Commission General Treasury Depository Zero Balance Account Activity for Fiscal Year 2013** and **EXHIBIT L**

Motor Vehicle Commission General Treasury Depository Zero Balance Account Activity for Fiscal Year 2013 by Region must be considered restricted material and not for general publication or distribution.

J. Desktop Deposit Services

The bank must provide the State with web-based Desktop Deposit Services. This service will provide MVC with the ability to deposit checks into the Motor Vehicle Commission General Treasury Depository Zero Balance Account from a location outside of the bank, without having to physically deliver the checks to the bank. This is accomplished by scanning the check and creating a compliant, digital image of the check at the agency location. This image must then be transmitted to the bank via a secure Internet connection.

The bank must provide all necessary software, hardware (scanner) and related maintenance to accommodate Desktop Deposit Services for the term of the contract. The bank must also provide initial set-up support and user instruction, as well as on-going product support. The Web-based Inquiry Communication System should be user-friendly and compatible with current operating systems. The Web-based Inquiry Communication System must also have the ability to be upgraded to be compatible with newer versions of the operating system.

- Prior to contract commencement, MVC will require the installation of four (4) scanners for MVC Agencies located in Asbury Park, Westfield, Winslow and Trenton. There are no volume statistics available for Fiscal Year 2012, as the Desktop Deposit Services were not added until March 2013. However, since the inception of Desktop Services there have been **daily deposits totaling approximately \$310,000** from all four (4) of the locations. The State does not track the number of checks for each deposit. The bank must provide scanner equipment that is new, appropriately sized and configured to reasonably accommodate the number of office-based check deposits.
- The systems should have sound, built-in controls over deposit preparation and should provide the customer with automated deposit acknowledgement and reporting capability.

- The system should minimally provide MVC with access to transaction history and deposit images for the **most recent ninety (90) days of business**. After that time frame, the agencies should be able to access transaction history and deposit images for **seven (7) years from the date of deposit** either via the bank's Web-based Inquiry Communication System or some other bank archive system.

- Upon receipt of the check images, the bank must validate each image and determine how to optimally clear each check in the most cost and time efficient manner available. Checks must be cleared in one of the following ways:
 - Image Exchange
 - Substitute Check
 - "On-us" Deposit

- ACH conversion of checks is not an option for deposits at this time.

- The bank's appropriate funds availability schedule should be applied for all deposited items.

- **Within twenty-four (24) hours of receipt of a dishonored check**, the dishonored check, together with the debit memo, must be forwarded to MVC and Treasury, Cash Accounting.

The four (4) locations that require Desktop Deposit Services are:

Asbury Park – Location Code 2500
 1010 Comstock Street
 Asbury Park, NJ 07712

Westfield – Location Code 1500
 410 South Ave East
 Westfield, NJ 07090

Winslow – Location Code 3500
 250 Spring Garden Road
 Ancora, NJ 08037

Headquarters-Inspection Services-Location code 3501
 225 East State 4th Floor

K. Dishonored Checks

The bank must immediately redeposit checks that are not honored the first time because of insufficient funds. Only after a check is returned a second time is the bank permitted to debit the MVC General Treasury Depository Zero Balance Account.

All advices of charges, together with the original returned check item(s) will be delivered to Treasury, Cash Accounting **within three (3) business days** after debit to the account. The debit memo must contain, at a minimum, the following information for each returned item:

Account Number
Depositing Agency's four or five digit location number
Debit Amount Charged
Date Charged to the Account

In FY 2013, there were approximately **5,119 returned items and 6,324 re-deposited items.**

L. Claim Procedures

The bank must describe its claim procedures for all of the following items and any other item(s), which the bank deems appropriate to define:

Missing Whole or Partial Deposits
Counterfeits
Other Items (the bank deems appropriate to define)

The bank will be held liable for the total amount of any missing deposit provided that MVC can produce a deposit receipt from the armored car provider, or a validated deposit slip. The armored car personnel must maintain the signed receipts for a

minimum of three (3) years. Any and all receipts applicable to this deposit procedure must be maintained by the primary vendor and all subcontractors for a **minimum of three (3) years.** The State will cooperate with the bank in researching missing deposits or deposit items.

The counterfeit procedure and liability issues must be clearly defined in the bank's proposal. If the audit trail cannot be clearly traced back to a MVC deposit, the State will reject any imposed liability.

M. Disposable Deposit Bag Requirements

The vendor must provide disposable deposit bags for both the cash and check deposits for all MVC agencies. **No less than a three (3) months supply of bags** (both types) must be on hand at each agency prior to contract commencement. The cost for the disposable deposit bags and delivery charges will be borne by the contract vendor.

A per bag charge will be acceptable only when the total bags used, including the 30% reserve required, over a twelve month period, exceeds the annual requirements in aggregate for all agencies in a particular region. For example, one agency in a region may go over its allotted amount of bags (including its 30% reserve), but if the number of bags in aggregate for the region is under the designated number that is to be provided by the bank under the contract terms, there cannot be a charge to the State for that individual agency exceeding its usage limit.

It will be the responsibility of each agency to request **no less than a three (3) months supply of bags per order as the need arises.** The vendor must deliver a bag order **within three (3) business days of the request.** The storage capabilities at each agency will determine the quantity of bags that can be maintained at each location.

The vendor must define its procedures for ordering additional deposit bags in its proposal. The vendor will be responsible for providing and maintaining the signed deposit bag delivery receipts for each MVC agency.

The State estimates that each of the **39 MVC agencies** will require an annual allotment of **1,000 disposable check bags and 1,100 disposable cash bags** (these estimates include the 30% reserve discussed below).

1. Disposable Check Bag Requirements

After contract award and prior to contract commencement, the bank must supply each MVC agency with **no less than a three (3) month supply of industry standard 9" X 12" clear check bags**. A 30% reserve supply must be factored into the total requirements for all MVC agencies. The cost for all check bags and delivery charges will be absorbed by the bank. The bank must identify in its proposal its fee for additional check bags and a contact person for reordering. Contact information must be updated as changes occur, or no less than annually.

For evaluation purposes, the bank must include **one (1) sample check bag with each proposal submission copy**. The bank must also identify the name of its check bag manufacturer, provide a detailed description of the bag and include the bank's recommended check bag preparation procedures. The MVC will incorporate the bank's check bag preparation procedures into its procedures manual. The bank's check bag preparation procedures must also be included in the bank's training material.

If there are to be any changes in the disposable check bag(s) during the contract term, both the MVC Manager of Agency Operations and the Contract Administrator must be notified in writing. The bags must be approved by MVC and Cash Management prior to their official use. The bag must be the same quality or better than that originally proposed. Any cost incurred in changing bags and/or an increase in the price of the bag as a result of the change will be borne by the bank.

2. Disposable Cash Bags, Coin Envelopes and Currency Straps Requirements

After contract award and prior to contract commencement, the bank must supply each MVC agency with **no less than a three (3) month supply of industry standard 12" X 16" disposable, secure, opaque cash bags**. The cash bags

must contain an outside pouch to hold the cash deposit slip. A 30% reserve supply must be factored into the total requirements for all MVC agencies. The cost for all cash bags and delivery charges will be absorbed by the bank. The bank must identify in its proposal its fee for additional cash bags and a contact person for reordering. Contact information must be updated as changes occur, or no less than annually.

For evaluation purposes, the bank must include **one (1) sample cash bag with each proposal submission copy**. The bank must also identify the name of its cash bag manufacturer, provide a detailed description of the bag and include the bank's recommended cash bag preparation procedures. The MVC will incorporate the bank's cash bag preparation procedures into its procedures manual. The bank's cash bag preparation procedures (including the use of coin envelopes and currency straps) must also be included in the bank's training material.

If there are to be any changes in the disposable cash bag(s) during the contract term, both the MVC Manager of Agency Operations and the Contract Administrator must be notified in writing. The bags must be approved by MVC and Cash Management prior to their official use. The bag must be the same quality or better than that originally proposed. Any cost incurred in changing bags and/or an increase in the price of the bag as a result of the change will be borne by the bank.

The bank must supply each MVC agency with coin envelopes and currency straps as needed. The cost for these items and delivery charges will be absorbed by the bank. The bank must identify in its proposal the contact person for reordering. Contact information must be updated as changes occur, or no less than annually.

N. Deposit Slip Requirements

The bank must supply each of the **39 MVC agencies** with **encoded multi-part deposit slips** prior to contract commencement and as needed during the term of the contract, **at no cost to the State**.

The State estimates that each of the **39 MVC agencies** will require an annual allotment of **1,000 encoded multi-part deposit slips (containing the agency's four- digit location code) and 500 encoded multi-part deposit slips (containing the abstract five digit location code)** for the MVC General Treasury Depository Zero Balance Account.

The State estimates that each of the **39 MVC agencies** will require an annual allotment of **500 encoded multi-part deposit slips (containing the agency's four-digit location code)** for the MVC Change Requisitioning Account.

It will be the responsibility of the MVC Manager of Agency Operations to request deposit slips as the need arises. Delivery of the encoded multi-part deposit slips must be **within ten (10) business days of request.**

The bank must determine the multi-copy requirement of the deposit slip to meet the bank's internal processing functions, taking into account one copy remaining with the MVC agency. The cost for deposit slips and delivery charges will be absorbed by the bank. The bank must identify in its proposal a contact person for reordering. Contact information must be updated as changes occur, or no less than annually.

Each deposit slip must include the following information:

State of New Jersey MVC
MVC General Treasury Depository Zero Balance Account
or MVC Change Depository Account
Agency's Name (example: Camden)
Agency's four or five digit location number (example: 3305)
Agency's Address

Each deposit slip must be MICR encoded with:

Bank ABA Number
Bank Account Number
Agency's four or five digit location number

O. Endorsement Stamp Requirements

The checks from six (6) agency locations (Eatontown, Newark, Paterson, Trenton, Wayne, and West Deptford) will be stamp endorsed with the agency name and a four

digit location number. The bank must provide endorsement stamps to each of these locations prior to contract commencement. All six (6) locations will require **eight (8) self-inking endorsement stamps**. The cost for the initial self-inking endorsement stamps and delivery charges must be provided; **at no cost to the State**. The bank must identify in its proposal its fee for additional endorsement stamps and a contact person for reordering. Contact information must be updated as changes occur, or no less than annually.

P. Web-based Inquiry Communication System

The bank must provide the State with web-based access to all accounts established as a result of this RFP.

Only authorized State personnel will be permitted to initiate inquiries via the Web-based System. The authorized personnel will be identified after contract award.

The bank must provide the proper security measures to prevent other bank clients from accessing the State information and conversely, to prevent State personnel from accessing other than their own information.

The bank's system must grant users the ability to enter search parameters and qualify search parameters via additional drop down menus. Search qualifiers for numeric fields must include equals, ranges, greater than, greater than or equal to, less than, less than or equal to. Search qualifiers for alpha fields must include equals, begins with, ends with or contains. The search parameters must allow the user to drill down to view the daily details of any given day.

The State requires the bank to provide web-based reports reflecting all transaction items processed. The bank's Web-based Inquiry Communication System must have report generating capabilities allowing reports to be generated which include **eighteen (18) months of historical activity**. All reports must have the capability of being downloaded into the Excel, CSV, PDF and text formats.

During the implementation and testing phases, all systems and modules must be explained and demonstrated to representatives from MVC Internal Audit, OMB, Cash Accounting and the Division of Revenue and Enterprise Services. The bank must

provide adequate training to ensure that State personnel thoroughly understand all web-based system applications, security features, report functions and can identify the codes indicated on all web-based and hard copy reports.

A minimum of three (3) sets of operating manuals must be provided to the State preferably in hard copy, with any subsequent additions, deletions or revisions to the manuals forwarded to the State promptly.

The bank must have a viable disaster and recovery plan in place to back up all account data. Given the worst case scenario, the vendor must be completely functional **within (24) twenty-four hours of a major disaster.**

1. Web-based ACH Inquiry Module

The bank's Web-based ACH Inquiry System must provide State personnel access to all ACH Credit and ACH Debit transaction items by **8:00 a.m. E.T. the same day of settlement.**

All other transaction items (i.e. ACH Returns) must be available for viewing via the bank's Web-based Inquiry Communication System by **8:00 a.m. E.T. the morning after the transaction item is received by the bank.**

The State must have web-based access to ACH transaction detail for a minimum of **eighteen (18) months with archive access for three (3) years.**

The bank's Web-based ACH Inquiry Module must provide users the ability to generate reports that can be downloaded into the Excel, CSV, PDF and text formats. Users must have the ability to search for ACH transactions by selecting an account number, transaction date, transaction type and transaction amount.

2. Web-based Cash Deposit Inquiry Module

For the account(s) established as a result of this RFP representatives from MVC Internal Audit, OMB, Cash Accounting and the Division of Revenue and Enterprise Services must have the ability to view images of the prior day's validated cash deposit slips by **8:00 a.m. E.T. the next day following the**

deposit. The bank's system should provide search capability by deposit date and deposit amount.

The State must have web-based access to the validated cash deposit slips for a minimum of **eighteen (18) months with archive access for three (3) years**.

If during the course of retrieval, the bank is unable to produce a legible copy of an a validated cash deposit slip, the bank, at no additional cost to the State, must obtain and provide a copy of the validated cash deposit slip **within three (3) business days**.

3. Web-based Check Deposit Inquiry Module

The bank's Web-based Check Deposit Module must provide users the ability to search for the prior day's validated deposit slips and check images (the front and back of deposited items). The validated deposit slips and deposited items should be available for viewing by **8:00 a.m. E.T. the day following deposit**. The bank's system must provide search capability by deposit date and deposit amount.

The State must have web-based access to the validated deposit slips and deposited items for a minimum of **eighteen (18) months with archive access for three (3) years**.

If during the course of retrieval, the bank is unable to produce a legible copy of an image, the bank, at no additional cost to the State, must provide a copy of the imaged deposit slip and/or the deposited check **within three (3) business days**.

4. Web-based Account Activity Detail and Balance Summary Information

The bank's Web-based Inquiry Communication System must provide State personnel access to account activity detail and balance summary information by **8:00 a.m. E.T.**

The bank's Web-based Inquiry Communication System should provide report generating capabilities with the option to print and download data into the Excel, CSV, PDF and text formats.

a. Account Activity Detail

The account activity detail must be available for viewing via the bank's Web-based Inquiry Communication System by **8:00 a.m. E.T.**

All ACH Credit and ACH Debit transaction items must be available for viewing via the bank's Web-based Inquiry Communication System the same day of settlement.

All other transaction items (i.e. ACH Returns) must be available for viewing via the bank's Web-based Inquiry Communication System the morning after the transaction item is received by the bank.

All ACH transaction items posted to the account must contain the following details:

1	Account Number
2	Settlement Date
3	Transaction Amount
4	Transaction Type (i.e. ACH Credit, ACH Debit, ACH Returns)

b. Balance Summary Information

The bank's Web-based Inquiry Communication System must provide information reporting that enables the State to view the current day and previous day balances.

The following balance summary information must be available for viewing via the bank's Web-based Inquiry Communication System **8:00 a.m. E.T.** the same day as settlement:

1	Beginning balance
2	Deposits and other adjustments
3	Deductions
4	Ending balance

5. Web-based Wire Transfer System

The bank must provide to the State a Web-based Wire Transfer System. The system must be capable of warehousing data **for up to two (2) weeks** until the transmission execution date. The system should have the capability of maintaining repetitive wires requiring only the date and amount to be entered. The wire transfer system must also provide the State the ability to complete draw-downs from State bank accounts located at other banks. The system must contain the proper security features to ensure the protection of the data and to maintain the integrity of the system.

The bank must adequately train State personnel on the use of its Web-based Wire Transfer System and provide **a minimum of three (3) user manuals**. Additional training and updated user manuals will be required prior to the bank implementing any major Web-based Wire Transfer System changes.

The State must have access to a toll-free telephone "wire transfer help desk" during normal State working hours, **8:00 a.m. E.T. to 5:00 p.m. E.T.** The bank must provide on-going maintenance and emergency service when necessary. The bank must have a manual wire transfer backup system and procedures established in the event of an electronic failure.

The bank will be responsible for the following items relative to the Web-based Wire Transfer System:

1	Successful testing of the bank's Web-based Wire Transfer System
2	Adequate training of State personnel and follow up training if warranted
3	A minimum of three (3) user manuals and updates if warranted
4	Access to a toll-free telephone "wire transfer help desk" between the hours of 8:00 a.m. E.T. to 5:00 p.m. E.T. Monday-Friday.
5	On-going maintenance and emergency service when necessary
6	A manual wire transfer back-up system and procedures in the event of an electronic or system failure
7	Prompt response to <u>all</u> wire instructions regardless of temporary overdraft position

The bank must promptly respond to all State wire instructions no later than **thirty (30) minutes** after receipt of the instruction from the State. It is the intention of the State to fully fund all electronic payments on transaction date. At any time during the day, as a result of electronic payments, if the account is placed in a temporary overdraft position, the State expects the bank to initiate all electronic payments when requested regardless of its temporary overdraft position.

The bank must explicitly state in its proposal if there are any restrictions, current or anticipated (self-imposed or regulatory) that will prevent the bank from immediately complying with the State's request to transfer funds as requested.

The bank will be liable for loss of interest resulting from its error or delay in transmitting an entry when properly instructed to do so. The interest will be calculated by using the 90-day T-bill rate for the period involved.

OMB, Cash Accounting must be able to view the status of a wire immediately after the wire is approved. A daily final *Confirmation Report* must be available to the State via the web-based system **no later than 3:00 p.m. E.T.** The State must be able to download this report into the Excel, CSV, PDF and text formats and the report must include the following details:

- Settlement date

- Type of wire
- Wire amount
- Account number debited
- Account number credited
- Status of the wire
- Federal reference number, if applicable

The bank must immediately notify OMB, Cash Accounting via email and telephone if a wire fails or is rejected. OMB, Cash Accounting contacts will be establish after contract award.

Q. Bank Statements and Reporting

1. Daily Automated Balance Reporting

All accounts identified in **EXHIBIT I Motor Vehicle Commission Account Structure and Funds Flow** and any future accounts established will require daily automated balance reporting in unencrypted BAI2 format via the Internet without the use of a secure card random assigned personal identification number (PIN), or other means that would inhibit the automated retrieval of the bank data. Any encryption format required by the bank must be compatible with the automation of the retrieval process of the bank report, such that a bank report can still be retrieved and unencrypted in an automated fashion.

Every working day, **by 7:30 a.m. E.T.**, the bank must electronically provide access to prior day account balance information in unencrypted BAI2 format via the Internet without the use of a secure card random assigned personal identification number (PIN), or other means that would inhibit the automated retrieval of the bank data.

For each account the report must include at a minimum the following data fields:

1	Ledger balance
2	Collected balance
3	Total credits
4	Total debits

5	1-day float
6	2-day float

For all the reporting fields, there should always be data reported. Therefore, if there is no amount reported, the bank should input 00.00 in the specific amount field.

As technology improves, the State requires that the chosen vendor remain flexible, throughout the term of this contract and any extensions, as it relates to the method of balance reporting in unencrypted BAI2 format via the internet without the use of a secure card random assigned personal identification number (PIN), or other means that would inhibit the automated retrieval of the bank data.

2. Web-based Reports and Bank Statements

The bank will be required to provide a variety of (electronic and hard copy) reports and bank statements. The bank must provide access to its Web-based Inquiry Communication System as well as a variety of electronic reports, CD-ROM backups and hard copy bank statements when requested; **at no cost to the State.**

All web-based modules, (electronic and hard copy) reports and bank statements must include the MVC's agency's four or five digit location number. All credit and debit transactions must be supported by credit and debit memos (which include the MVC agency's four or five digit location number).

a. Web-based Report Requirements

The bank's Web-based Inquiry Communication System must have report generating capabilities allowing reports to be generated which include **eighteen (18) of historical data.**

The State requires the bank to provide web-based reports reflecting all transactions processed. All reports must have the capability of being downloaded in Excel, CSV, PDF and text formats. The user should be

able to create queries so the report(s) can be sorted by the following headings:

Account Number
Depositing Agency's four or five digit location number
Deposit Date and Deposit Date Range
Deposit Amount and Deposit Amount Range
Deposit Type (check, cash and ACH)
Deposit Amount Range

If requested, a hard copy must be delivered **within three (3) business days.**

b. Web-based Daily and Monthly Bank Statements

MVC Internal Audit and Treasury, Cash Accounting will require web-based access to daily and monthly bank statements. All credit and debit transactions must include the MVC agency's four or five digit location number.

All credits and debits posted must be supported by credit and debit memos, with full detail explanations. All bank statements must include the following information:

Account Number
MVC Agency's four or five digit location number
Deposit Date
Deposit Amount for each deposit type (check, cash and ACH)
Listing of all debits and credits (including returned items, stop payments, deposit corrections, ZBAs and wires)
Summary of posted transactions and balances by day

Summary of posted transactions for the period
Grand Total

The State must have access to view account detail and summary information for the prior day's deposits **by 8:00 a.m. E.T.** via the bank's Web-based Inquiry and Communication System.

If a hard copy Bank Statements is requested it must be received by Treasury, Cash Accounting **within three (3) business days from the deposit date.** Appropriate detailed debit and credit memos can be mailed separately to:

Scott Pericoloso
 State of New Jersey
 Department of the Treasury
 OMB, Cash Accounting Unit
 33 West State Street
 PO Box 224
 Trenton, NJ 08625-0224

Currently, the bank statements that are received by the State are separated into two separate reports. Two separate reports are acceptable to the State as long as the information is consistent among the two reports and they report are made available at the same time.

For evaluation purposes, bidders must include sample Daily Bank Statements with their bid submission.

See **EXHIBIT M** for **Sample Daily Bank Statements.**

3. Return Item Report

The State must be able to view and download the returned item detail and summary information for the prior day's returned items **by 8:00 a.m.** via the bank's Web-based Inquiry and Communication System. The Return Item Report must include the following information:

Account Number
MVC Agency's four or five digit location number
Original Deposit Date
Returned Date
Return Reason Code and Return Reason Description (account closed, no account found, insufficient funds, stopped payment, refer to maker)
*Debit Amount (account cannot be debited until the item is returned a second time)
Originator's Account Number
Total Debit Items
Total Debit Amount

For evaluation purposes, bidders must include a sample return item report with their bid submission.

See **EXHIBIT N** for a **Sample Return Item Report**.

R. Vendor Contact Personnel

The bank must appoint a senior officer (vice-president or above) and a qualified substitute as a representative for contact and liaison with the State. This representative will be solely responsible for insuring that the contract requirements are met, implementing State instructions and resolving problems that may arise on a day-to-day basis during the term of the contract.

The bank must provide the lines of communication (physical location (address), telephone numbers, fax numbers and e-mail addresses) for immediate response to any request for information pertaining to the MVC accounts.

The State requires that the vendor specifically identify two (2) individuals, (1 primary and 1 backup) and include the (physical location (address), telephone numbers, fax numbers and e-mail addresses) of the individuals who will be responsible for

addressing daily inquiries, problem resolution, initial and on-going training, etc., including, but not limited to the following categories:

1	Armored Car Services (pickup & delivery, change requisitioning, personnel changes)
2	Deposit Supplies (deposit bags, encoded deposit slips, currency straps, coin envelops, endorsement stamps, and bar coded deposit bag stickers).
3	Cash Bag Discrepancies – Counterfeit Bills
4	Check Bag Discrepancies
5	Web-based Inquiries (ACHs, Check Deposits)
6	Web-based Wire Transfers – Wire Room
7	Web-based Image Delivery (Validated Deposit Slips & Check Images)
8	Desktop Deposit Scanners (Deposit Issues and Scanner Maintenance)
9	Daily Balance Reporting
10	Monthly Invoice and Bank Analysis
11	Reports (Hard copy and Web-based)
12	Bank Statements (Daily and Monthly) (Hard Copy and Web-based)
13	ACH Services (Credits and Debits)
14	Disaster and Recovery
15	Implementation and Testing
16	Training and Training Materials

The vendor contact list must be updated as changes occur, or no less than annually.

In the event a personnel change results in a different liaison being assigned to the State, written notification should be provided to the Department of Treasury, OMB, Cash Management Unit **15 days prior to the change** becoming effective.

S. Training

An MVC agency training program must be provided by the bank prior to contract commencement. The MVC at its discretion may request an annual agency “refresher” training program. The bank must submit its proposed training agenda including topics for discussion, timeframes and handouts for review and approval by the State. All relevant deposit preparation procedures, discrepancy claim procedures, bank

supplies reordering procedures, Desktop Deposit Services procedures, as well as, armored car receipt and security procedures must be part of the training and training manual.

The MVC estimates that **four (4) days of training broken down into two (2) three-hour sessions per region will be sufficient.** The MVC will provide the training facility and schedule employees for the training sessions.

A minimum of **one (1) training manual per agency** must be provided prior to contract commencement. Any subsequent additions, deletions or revisions to the training manuals must be promptly forwarded to the MVC agency supervisors via e-mail.

A separate training program will be required to thoroughly explain the bank's Web-based Inquiry Communication System and report generating capabilities. The bank must provide adequate training both initially and on-going to ensure that State personnel thoroughly understand all report information and can identify the codes indicated on all reports. All systems must be explained and demonstrated to representatives from MVC and the Department of the Treasury during the implementation and testing phases.

Follow-up training will be required only if the bank modifies/upgrades its Web-based Inquiry Communication System and report generating capabilities. The bank must submit its proposed training agenda including topics for discussion, timeframes and handouts for review and approval by the State.

A minimum of **three (3) sets of Web-based System operating manuals** must be provided and any subsequent additions, deletions or revisions to the manuals must be promptly forwarded to the State.

A training outline, schedule and synopsis of the major training categories and the trainer's name(s) along with a brief summary of their background and or training experience must be included in the bank's response to the State's training requirements.

T. Implementation and Testing

The bank must provide a detailed implementation and testing schedule starting on the date of contract award and ending prior to **July 1, 2014**.

The implementation and testing schedule must highlight all critical RFP elements including, but not limited to: the opening of accounts, establishing account administrators, providing account tokens, establishing State access to all required modules of the bank's Web-based Inquiry Communication System, file transfer testing, State approval of bank reports and bank statements and the training of necessary State personnel.

A start date and end date for each critical RFP element along with the amount of State personnel time and resources must be included on the implementation and testing schedule.

During the implementation and testing phases, bank personnel must be available for weekly status conference calls. If warranted, the State may request the bank send representatives to meet with the MVC and OMB at a centralized Trenton location.

The bank must be willing and capable of attending multiple post implementation meetings at a centralized Trenton location if there are contractual concerns. The implementation and testing schedule must include at least one face to face post implementation meeting.

All costs associated with initial programming, testing, training and post implementation meetings must be bundled into the banking fees and not shown as a separate line item on the Cost Schedule.

VII. EVALUATION CRITERIA

The State must be satisfied that the bank has the necessary technical expertise, experience and resource capabilities to satisfactorily perform the requisite services stated in this RFP. The State reserves the right to obtain any information from an independent source to evaluate these criteria. Selection of other than the apparent low bid will be fully documented. An award will be made to that responsible bidder whose bid, conforming to the RFP, will be most advantageous to the State, price and other factors considered.

The following general criteria, not necessarily listed in order of significance, will be used to evaluate the vendors' proposals. A more detailed evaluation worksheet may be developed which may expand on the technical requirements of the RFP. The State reserves the right to request additional information prior to contract award.

The bank's overall response to all questions in SECTION VIII .
The bank's overall experience on projects of similar scope and size.
Response to possible follow-up inquiries.
The bank's financial condition and ratings.
Clarity and completeness of the required reports and documents.
Web-based Inquiry Communication System reliability, capabilities, ease of use.
The adequacy of the security measures, contingency plans and backup procedures.
The bank's commitment to provide adequate technical and personnel resources to satisfactorily meet the requirements of the RFP.
The State's overall assessment of client references and the bank's overall experience with providing similar services.
Quality of customer service resources provided and turnaround times for problem resolution.
Armored Car Services – change order delivery, timely deposits and funds availability.
Desktop Deposit Services.
Deposit supplies – encoded deposit slips, deposit bags, currency straps, coin envelopes, endorsement stamps and bar coded deposit bag stickers.
Completeness and feasibility of the bank's implementation, testing and training plans.
Imaging capabilities (validated deposit slips and check images (front and back)
Ability to accommodate any future State-mandated program changes within the time frame acceptable to the State.
Any other information that would assist the State in the selection process.

Cost.

VIII. VENDOR RESPONSE

The vendor shall prepare responses to the questions listed below which will demonstrate the vendor's understanding, experience and ability to adequately provide the services as required in this Request for Proposal (RFP). The vendor must address each question in its entirety providing details when warranted. The vendor is encouraged, in its response document, to expand upon any issue, RFP statement or RFP requirement that it deems not adequately addressed by this RFP.

Each vendor is given latitude with respect to the detail it elects to offer. However, vendors are cautioned that insufficient detail may result in a determination that the bid proposal is materially non-responsive and will result in disqualification of the bid proposal.

Proposals that do not conform with or that take exception to the State of New Jersey's requirements as set forth in **SECTION III. TERMS AND CONDITIONS, SECTION IV. OTHER MANDATORY PROVISIONS** and **SECTION V. PAYMENT METHOD AND TERMS** will be considered materially non-responsive and therefore rejected.

Vendors are instructed to clearly identify any requirement listed in **SECTION VI. SCOPE OF WORK** of this RFP that the vendor cannot satisfy. Any deviation to the technical specifications must be clearly noted and fully explained. The State reserves the right to accept any minor deviations if it is deemed to be in the best interest of the State.

The vendor assumes responsibility for the complete effort required in this RFP. **No special consideration shall be given after the bids are opened due to a bidder's failure to be knowledgeable of all the requirements of this RFP.** By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

It is requested that all pages for the response be numbered and that responses reference the original questions

1. Confirm the bank understands and accepts all the **TERMS AND CONDITIONS, OTHER MANDATORY PROVISIONS** and **PAYMENT METHOD AND TERMS** of this Request for Proposal (RFP).
2. Confirm the bank maintains a branch presence throughout the State of New Jersey. Include a detailed list of all bank locations throughout the State; broken down by county. In addition, all bid submissions must include a listing which details the three (3) bank branches closest to each one of the **39 MVC agencies**.

If a branch location closure/merger has recently occurred or been announced prior to or during the vendor's proposal preparation period the bank must disclose that information.

3. Identify any and all subcontractors, its officers, the contractual arrangements made therewith and state what services will be subcontracted. Confirm the bank will provide the State with **90 days** written notice prior to employing or replacing a subcontractor. Confirm that no replacement firm will begin work without prior State approval.

Confirm the bank thoroughly researched and confirmed the ability of its sub-contractor(s) to deliver services exactly as requested in this RFP. Confirm the bank understanding that the State will not amend its requirements to accommodate a sub-contractor's unwillingness to provide required documents or its inability to deliver services exactly as stated/required in this RFP.

4. If a merger/acquisition has recently occurred or been announced prior to or during the vendor's proposal preparation period, identify all relevant or emerging dates surrounding the merger relative to official name change, system changes, account number changes, and ALL operational changes that could affect or impact the State's required services, if known at the time of bid submission.

Confirm the bank and any successor vendor (in the event of merger/acquisition or other change in operating status), will assume sole responsibility for the complete effort of any contract(s) awarded to the bank subsequent to its bid submission, and assume all cost incurred by the State, directly or indirectly, in connection with or as a result of the transition.

Confirm the bank and any successor vendor (in the event of merger/acquisition or other change in operating status) will assume sole responsibility for providing in person training to essential State employees.

5. The Bidder must state whether it has had a contract terminated for default in the last **five (5) years**. Termination for default is defined for these purposes as notice to stop performance delivery due to non-performance or poor performance and non-performance was either: not litigated due to inaction of the Bidder; or, litigated and determined that the Bidder was in default.
 - a. If the Bidder has had such a contract termination, the proposal should contain full details including the party's name, address and telephone number. The Bidder should explain the action taken to correct the problems involved prior to contract termination.
 - b. If the Bidder has not had a contract terminated for default in the last five (5) years state this fact clearly.
6. Confirm the bank's understanding of the State's file protocol and methods of file transmission depicted in **EXHIBIT A State of New Jersey OIT File Transfer Guide**. The bank must clearly identify any/all methods of file transmission depicted in **EXHIBIT A State of New Jersey OIT File Transfer Guide** that it can support.

The bank must clearly identify any/all methods of file transmission depicted in **EXHIBIT A State of New Jersey OIT File Transfer Guide** that it can not support; failure to do so will result in the mutual understanding that all methods of file transmission in **EXHIBIT A State of New Jersey OIT File Transfer Guide** are supported by the bank.

The bank must define the methods of file transmission it plans to utilize to deliver services as requested in the Motor Vehicle Commission Consolidated Banking and Armored Car Services RFP and include sample file layouts.

Confirm the bank's willingness and ability to provide and maintain two (2) extranet communications links into the State of New Jersey. Confirm that one of these links will be active and one will be a "hot" spare.

7. Confirm that bank will maintain all records and other documentation needed for the execution of this contract. Confirm the records will be made available to the State during the contract term and for a period of **seven (7) years from the date of final payment.**

Confirm all bank-generated transaction records, including but not limited to: transaction detail, bank generated reports, deposit slips, bank statements and invoices and paid check images will be made available to the State for a period of **three (3) years from the date of transaction.**

8. Respond to **SECTION III. OTHER MANDATORY PROVISIONS:**
 - a. **Financial Statements:** The bank and any direct subcontractors must include their most recent audited financial statements or financial comments if a privately held company.
 - b. **Ownership Disclosure Form:** The Bank and all subcontractors must complete an Ownership Disclosure Form and include copies with each bank proposal. See **EXHIBIT B Ownership Disclosure Form.**
 - c. **Non-discrimination Law:** The Bank must acknowledge anti-discrimination law N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 through 10:5-38 and N.J.A.C. 17:27-3.4, and abide by all rules and regulations issued there under.
 - d. **Collateralization of Deposits:** Confirm the bank's ability to adhere to the Department of the Treasury Collateralization Policy. Refer to **EXHIBIT C Policy Statement: Department of the Treasury Collateralization Requirements for State Held Deposits.**
 - e. **Proof of Registration Requirements:** The Bank and all subcontractors must submit a copy of the Business Registration Certificate(s). As mandated by Public Law 2001, Chapter 134, failure to submit a copy of the Business Registration Certificate within the bid proposal will be considered materially non-responsive and result in disqualification of the bid proposal.

- f. **N.J.S.A. 52:34-13.2:** Confirm the bank and all subcontractors' ability to adhere to N.J.S.A. 52:34-13.2. The State prefers the vendor submit with its bid proposal **EXHIBIT D N.J.S.A. 52:34-13.2 Certification**, completing all sourcing information required of the bank and any proposed subcontractor, identified in its proposal. If the certification was not submitted with the bid proposal, confirm the bank's ability to submit the required document within **five (5) business days** of the State's request for the information.
- g. **Public Law 2005, Chapter 51 / Executive Order 117 (2008) Dual Certification:** Vendors must complete and submit **EXHIBIT F Two-Year Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form within five (5) business days from the date on the "Intent to Award" letter** issued by the Office of Management and Budget, Cash Management Unit.
- h. **Disaster Recovery Plan:** Vendor must include a summarized Disaster and Recovery Plan in the vendor's proposal and detailed plans must be made available for State review. Specifically address your contingency plans for data processing systems, equipment, power, information reporting, or other failures that would affect services or reporting of data. Confirm that the bank's system will be completely functional **within 24 hours of a major disaster**.

Confirm the bank is able to receive and process data files from the State in the following formats: electric transmission, CD-ROM and DVD-ROM.

Confirm the bank will fully cooperate during any and all disaster recovery testing operations initiated by the State. Indicate any organizational production and/or testing shutdown timeframes during the calendar year that would forbid the bank from participating in State disaster recovery testing.

Confirm the bank's willingness and ability to work with the State's Disaster Recovery Site to establish a mutually agreed upon connectivity method to transfer data in the event the main file transfer mechanism is unavailable.

Confirm the bank's ability to receive and validate test files transmitted or delivered from a State disaster recovery exercise. Confirm the bank's ability to

accept and run test files, validate received files as if they were production files, provide documentation as to the correctness of the data, confirm the legibility of replica production checks and return test checks to the State.

Confirm the bank has safeguards in place to prevent test files from being loaded into the production environment.

- i. Confirm the bank will destroy all public documents in accordance with State regulations and follow the retention schedule promulgated by NJDORES.
9. Confirm the compensating balance will be considered as the total average collected balance of the account(s) less the non-earning Federal Reserve requirement in effect during the course of the contract term. Confirm the earnings rate will be determined from the average of each month's 13-week Treasury bill yield auction results.
10. Describe in detail the bank's customer service operation, procedures, turnaround/response times, and staffing levels. Complete customer service capabilities and resources may be reviewed at an oral presentation or viewed and critiqued by the committee if a site visit is requested by the State.
11. For reference purposes, provide the names, addresses, contacts and telephone numbers for three (3) of your present customers for whom the bank is providing similar services as those requested herein; ACH debits/credits and debit block services, Desktop Deposit Services, armored car services, zero balance accounts, earnings credit rate, daily balance reporting, access to the bank's Web-based Inquiry Communication System to complete inquires and to perform/initiate transactions. If possible, provide references with activity volumes equal to or greater than those depicted in this RFP. Include any other information concerning the bank's experience that would assist the State in evaluating the bank's capabilities.
12. Acknowledge the bank understands that the State reserves the right to increase or decrease the number of accounts and change the type of payments deposited into these accounts and issued from these accounts during the course of the contract term. Acknowledge the bank understands the State will require prior day reporting for all accounts established as a result of this RFP.

13. Describe the bank's zero balance account (ZBA) procedures/capabilities. How will the bank ensure the accounts reflect a \$0.00 opening balance?
14. Confirm that the bank is a member of the Federal Reserve Direct Wire System. Provide a detailed description of the bank's Web-based Wire Transfer System and include sample screen shots. Confirm OMB, Cash Accounting will be able to view the status of a wire immediately after the wire is approved. Confirm a daily final *Confirmation Report* will be available to the State via the bank's web-based system **no later than 3:00 p.m. E.T.**

Confirm the bank can comply with the State's requirement to wire transfer funds upon request without regard to the balance in the account? Define and explain any restrictions that will prevent the bank from immediately complying with the State's request to wire transfer funds.

Describe the bank's manual wire transfer backup procedures. Define the security features of the bank's Web-based Wire Transfer System.

15. Confirm the bank is a member of the National Automated Clearing House Association (NACHA) and will follow the rules and regulations as outlined in the latest published ACH operating manual. Confirm the bank's ability and willingness to support advancements offered by the ACH Network. Confirm the bank has electronic CCD, CCD+, PPD and CTX file transfer sending and receiving capabilities.
16. Confirm that all ACH transaction items will be accessible to the State via the bank's Web-based Inquiry Communication System the same day of settlement. Confirm that all other ACH transaction items (i.e. ACH returns) will be accessible to the State via the bank's Web-based Inquiry Communication System by **8:00 a.m. E.T.** the morning after the transaction item is received by the bank. Confirm the bank's Web-based Inquiry Communication System will provide State personnel with online access to the most recent **eighteen (18) months of ACH transaction detail and report generating capabilities.**
17. Confirm that the bank can protect accounts against unauthorized ACH debit activity. Confirm the bank will notify OMB, Cash Accounting immediately via email if unauthorized attempts are made to access State funds. Confirm the bank will cooperate

with Cash Accounting personnel and other State officials to identify violators and to protect the integrity of all State bank accounts.

18. Confirm the bank will utilize an armored car service to perform the daily check and cash pickups and change requisition services at the MVC agency locations depicted in **EXHIBIT J Motor Vehicle Commission Agency Listing**. Highlight the bank's current and past relationship with the vendor of choice.

Provide the number of armored car vehicles and armored car employees that will be utilized to service the MVC contract. Provide a detailed description of the armored car vehicles that will be used, where they will be housed, and the security surrounding the armored car facility(s).

In the event of vehicle breakdowns, routing delays and employee absenteeism explain how and when backup resources will be utilized to ensure service to the MVC agencies will not be interrupted.

19. Confirm the bank and armored car will not honor more than one change order per week unless they receive written permission from the Contract Administrator.

Confirm the bank will provide a toll free number for change order calls. Confirm the armored car can deliver change orders **within two (2) business days of call placement**. Define the bank's cutoff time for change orders. Confirm the armored car employee will provide a hard copy receipt of the change order details (dollar amount and denominations) at the time of order delivery.

Confirm the bank will provide each of the **39 MVC agencies** with encoded multi-part deposit slips for the MVC Change Requisitioning Account. For evaluation purposes, bidders must include sample encoded multi-part deposit slips for the MVC Change Requisitioning Account. It is the State's preference that these deposit slips be color coded, bidders that can provide this feature will be rated favorably during the evaluation process.

Confirm the bank will allow agencies to fulfill change order requests at a local bank branch. All vendors must provide a detailed list of the bank branches closest to each one of the **39 MVC Agencies**.

20. Describe the hiring procedures for the armored car personnel including background checks, qualifications and experience requirements. Confirm the bank's ability to provide and maintain current armored car personnel directories and provide an updated directory at least once annually. Explain how the bank will notify agency supervisors and managers about dismissed employees prior to that day's armored car pickup. Confirm the State will not be charged a pickup fee if an armored car employee cannot be confirmed with the personnel directory.

Explain in detail the procedure of the armored car pickup from its arrival on the premises to its departure and the responsibility of the on-site agency personnel at pickup time. What is the optimum time spent on the premises at an agency?

21. Confirm the bank's ability to meet the Deposit Pickup Locations, Times and Procedures as depicted in the **SCOPE OF WORK, SECTION VI**.

Confirm the armored car employees will arrive at the pickup locations daily (Monday-Friday) between the hours of 9:00 a.m. E.T. and 4:00 p.m. E.T. with the supplies necessary to accommodate the size and scope of each pickup location including: company issued identification, change orders and a handheld scanner (with receipt printing capabilities).

22. Confirm the bank's ability to meet the Check Deposit Preparation Procedures as depicted in **SCOPE OF WORK, SECTION VI**. Clearly identify the bank's check bag preparation procedures and describe the bank's recommended check deposit preparation procedure. Explain how the MVC agencies can best minimize deposit discrepancies and disputes. Confirm the State will not be charged an additional deposit fee for the "Special Item" Check Deposits.

23. Confirm the bank's ability to meet the Cash Deposit Preparation Procedures as depicted in **SCOPE OF WORK, SECTION VI**. Clearly identify the bank's cash bag preparation procedure and describe the bank's recommended cash deposit preparation procedure. Explain how the bank prefers agencies to handle the placement of the "special item" cash deposit slips. Explain how the MVC agencies can best minimize cash discrepancies and deposit disputes.

24. Confirm the bank's ability to meet the Deposit Pickup Receipt Confirmation Procedures as depicted in the **SCOPE OF WORK, SECTION VI.**

Confirm the use of handheld scanners (with the abilities to print hard copy receipts). Confirm the hard copy receipt will contain the total number of deposit bags and amounts of each deposit type. Confirm the State will not be charged a pickup fee if a hard copy receipt cannot be provided. Confirm receipts will be retained by the bank and/or its subcontractor for **a minimum of three (3) years from the date of deposit.**

For evaluation purposes, bidders must include a sample armored car deposit receipt with its bid submission.

Explain the bank's secure receipt procedures for the items listed below:

- Deposit bags pickup (cash and check)
- Cash deposit bag delivery by armored car to the money room
- Check deposit bag delivery by armored car to the check processing facility
- Check and cash security bag supply delivery to the agencies

For tracking and audit purposes, the State prefers the ability to track deposits online from the point of pickup to the final credit issued by the bank. Bidders that can provide this feature will be rated favorably during the evaluation process.

Confirm the contracted vendor will be totally liable for the security and contents of all deposits as soon as the armored car personnel pick up the deposit items and the MVC agency representative is provided proper receipts for the deposit items.

25. At the time of deposit by the armored courier to the bank or money room, confirm the armored car personnel will scan the deposit bags and retain a copy of a delivery receipts, time stamped, as proof of deposit bag delivery. Confirm the bank must provide a copy of this delivery receipt at any time within **three (3) years of the deposit pick up date.**

If a dispute situation occurs with a pickup, confirm the bank will provide the State with documented confirmation including the date and time the deposit was presented to the bank's processing center.

Explain the money room video surveillance systems in relation to the cash counting operation. Confirm that HD videos will be available for viewing for a period of **no less than three (3) months** with the option to extend this timeframe if necessary. Specify the length of time HD videos are retained by the money room and available for review.

26. Confirm the bank can adhere to the State's \$50 or more Cash Deposit Discrepancy and Review Procedures as depicted in the **SCOPE OF WORK, SECTION VI**. Confirm the bank or money room must contact the individual MVC agency supervisor either immediately upon discovery or no later than **10:00 a.m. E.T.** after discovery. Confirm the bank will deliver via email or via the bank's Web-based Inquiry System adjustment memos to both MVC Internal Audit and Treasury, Cash Accounting. Define the bank's recommended check deposit discrepancy procedure. Confirm the bank will deliver adjustment memo information within **one (1) business day** or hard copy within **three (3) business days**.

Define the bank's recommended cash deposit discrepancy procedure. Define what information will be required from the State to make a claim? What is the reasonable or acceptable timeframe for the State to make a claim?

27. Confirm the bank can adhere to the State's \$5.00 (plus or minus) Check Deposit Discrepancies and Adjustments procedures as depicted in the **SCOPE OF WORK, SECTION VI**. Confirm the bank or money room must contact the individual MVC agency supervisor either immediately upon discovery or no later than **10:00 a.m. E.T.** after discovery. Confirm the bank will deliver via email or via the bank's Web-based Inquiry System adjustment memos to both MVC Internal Audit and Treasury, Cash Accounting. Define the bank's recommended check deposit discrepancy procedure. Confirm the bank will deliver adjustment memo information within **one (1) business day** or hard copy within **three (3) business days**. For evaluation purpose, provide a sample adjustment memo.

Define what information will be required from the State to make a claim? What is the reasonable or acceptable timeframe for the State to make a claim?

28. Confirm the bank can meet the required deposit credit and availability requirements as depicted in the **SCOPE OF WORK, SECTION VI. Deposit Credit and Availability.**

Confirm that all deposits picked up each day will be processed for collection and credited to the proper State Account in a *timely manner* whereby the majority of the deposit items will credited on the date of deposit pickup and some minority of deposits will be credited the day following the deposit pick up date.

Provide the bank's "best estimate" of the percentage of deposit items that will receive same day credit and the percentage of deposit items that will, at the least, receive next day credit.

Confirm the bank will compensate the State using the 91-day T-bill rate calculation for late deposits and missed deposits **within thirty (30) days**.

Confirm that a bank employee will not adjust the deposit slips to match the actual deposit.

29. Identify the processing facilities that will be utilized to process check and cash deposits for the Motor Vehicle Commission. If the processing facilities are located outside New Jersey, describe the bank's procedures to ensure the largest percentage of deposit items will receive same day credit and the smallest percentage of deposit items will receive, no later than, next day credit.

Provide the depository check volumes for the bank's three (3) largest customers for the months of June and July 2013. (Account holder names are not required). Will the deposits generated by the MVC be processed at the same facilities? If so, how will the State's depository check volume impact the bank's daily processing operations?

30. Confirm the bank's ability to provide the State with four (4) web-based Desktop Deposit Scanners including: all the necessary software, hardware (scanners), related maintenance for the term of the contract, initial set-up support and user instruction and on-going product support.

Describe the bank's Desktop Deposit Scanners, related software and the benefits of both. Include the number of items the scanners can process per minute and disclose if there are volume limits.

Confirm the systems will allow access to transaction history and deposit images for the **most recent ninety (90) days of business** and that after that time frame, transaction

history and deposit images will be available for **seven (7) years from the date of deposit** either via the bank's Web-based Inquiry Communication System or some other bank archive system.

The bank must define how it plans to archive items that are deposited via Desktop Deposit Scanners for retrieval after **ninety (90) days of business**. The bank must also disclose its retrieval procedures and turnaround response times.

31. Confirm the bank can comply with the Dishonored Checks requirements depicted in the **SCOPE OF WORK, SECTION VI.** Specifically acknowledge that dishonored checks returned the first time because of insufficient funds will be immediately re-deposited and that account(s) will only be debited after a check is returned a second time.
32. Explain the bank's Claim Procedures requirements depicted in the **SCOPE OF WORK, SECTION VI.**, for missing whole or partial deposits, counterfeits and any other item(s) the bank deems appropriate. Confirm the bank and subcontractor will maintain the signed deposit receipts for a **minimum of three (3) years from the date of deposit**. Define the bank's counterfeit procedures and liability issues. Explain how the MVC agencies can minimize the number of counterfeit bills accepted for payment.
33. For evaluation purposes, bidders must include **seven (7) cash bags and seven (7) check bags** (one for original and each proposal copy) with your proposal for review by the State. Identify the manufacturer and provide a full description of the bags. Confirm the bank is willing to supply each of the **39 MVC agencies** with the number of cash and check bags as detailed in the RFP, **at no cost to the State**. Confirm the bank is willing to supply the cash deposit straps, coin envelopes, endorsement stamps and bar coded deposit bag stickers as detailed in the RFP, **at no cost to the State**. Describe the bank's re-ordering procedures for deposit bags, coin envelopes and currency straps and identify the bank contact for reorders.
34. Confirm the bank is willing to provide the **39 MVC agencies** with encoded multi-part deposit slips that meet the specifications and quantities depicted in the RFP, **at no cost to the State**.

Confirm that orders for additional encoded multi-part deposit slips can be filled **within ten (10) business days of the request, at no cost to the State**. Define the multi-copy requirement of the deposit slip to meet the bank's internal processing functions taking

into account one (1) copy will remain with the MVC Agency. Define if the established Location Codes will be captured on the Web-based bank statements and hard copy bank statements. For evaluation purposes, provide sample multi-part deposit slips for both accounts.

35. Confirm the bank's ability to provide six (6) agency locations (Eatontown, Newark, Paterson, Trenton, Wayne, and West Deptford) with **eight (8) self-inking endorsement stamps** (containing the agency name and a four digit location number); **at no cost to the State**. The bank must identify in its proposal its fee for additional endorsement stamps and a contact person for reordering.

36. Provide a detailed description of the bank's Web-based Inquiry Communication System and include sample reports. Indicate the bank's ability to provide all reports within the timeframes specified and that the reports will be available online for **a minimum of eighteen (18) months with archive access for three (3) years from the transaction date**. Confirm the bank's ability to provide images of the prior day's deposit slips and deposited checks via the bank's Web-based Inquiry Communication System by **8:00 a.m. E.T. on the next business day**. Confirm these images will be available for online viewing for **a minimum of eighteen (18) months with archive access for three (3) years from the deposit date**.

37. Confirm the bank's Web-based Inquiry Communication System permits users the ability to search, view, print and download transaction items the Excel, CSV, PDF and text formats. Confirm the State will have access to each of agencies location numbers (four or five-digit) on all web-based modules and bank provided documents.

For evaluation purposes, bidders must provide sample screen shots for each of the web-based reporting modules required by the State.

The sample screen shots will serve as confirmation that the bank's web-based system is capable of providing the transaction detail and reporting elements required by the State. Failure to provide the required sample screen shots will result in an unfavorable score during the evaluation process.

38. Provide a detailed description of the bank's Web-based Wire Transfer System. Confirm the bank can comply with the requirement to wire transfer funds upon request without regard to the balance in the account?

Explain any restrictions that will prevent the bank from immediately complying with the State's request to wire transfer funds. Define the bank's manual wire transfer backup procedures. Describe the security features of the bank's system and confirm the system contains proper security features to ensure the protection of the data and to maintain the integrity of the system.

Confirm the bank will immediately notify OMB, Cash Accounting via email and telephone if a wire fails or is rejected. OMB, Cash Accounting contacts will be established after contract award.

39. Confirm the bank's Web-based Wire Transfer System is capable of warehousing data for up to two (2) weeks prior to the transmission execution date and repetitive wires will require only the date and amount to be entered.

Confirm the bank's Web-based Wire Transfer System will provide State personnel with the ability to complete draw-downs from State bank accounts located at other banks.

40. Confirm the bank will adequately train State personnel on the use of its Web-based Wire Transfer System and provide a minimum of three (3) user manuals. Additional training and updated user manuals will be required prior to the bank implementing any major Web-based Wire Transfer System changes.

The State must have access to a toll-free telephone "wire transfer help desk" during normal State working hours, 8:00 a.m. E.T. to 5:00 p.m. E.T. The bank must provide on-going maintenance and emergency service when necessary. The bank must have a manual wire transfer backup system and procedures established in the event of an electronic failure.

41. Confirm the bank's ability to provide the daily required automated summary and detail account balance information via the Internet by 7:30 a.m. E.T. in the BAI2 format without the use of a secure card PIN.

42. For evaluation purposes, bidders must provide samples of all the reports and bank statements requested in the RFP. Include a copy of all the bank’s standard reports which would be helpful in the State’s reconciliation process.
43. Provide the names and contact information for the officers and management personnel (including any subcontractors’ personnel, if applicable) who will be responsible for the fulfillment of the services requested herein; e.g. daily operations, electronic reports and bank statements, hard copy reports (if requested), Desktop Deposit transmission, daily balance reporting, invoices/analysis, earnings credit rate, zero balance accounts, ACH services including debit blocks, Web-based Inquiry Communication System to perform account detail/summary look ups (i.e. ACH credits/debits/returns, paid check images, check deposit images, returned check items and transaction detail information) and to initiate transactions (i.e. wires and fund transfers), disaster and recovery, technology issues, customer services, implementation, testing, and training.

The designated liaisons should be exclusive to each category. Specifically identify and include the following information for each of the primary contacts and backup individuals who will be responsible for responding to communications from the State:

1	Contact name and title
2	Physical location and mailing address.
3	Contact numbers: office, cell, fax
4	Email address
5	Office hours
6	A backup or alternate contact for each of the service categories listed above

44. The bank must submit two (2) separate training agendas and schedules including topics for discussion, timeframes and handouts for review and approval by the State. The bank must identify the trainers and include a brief summary of their experience.

The first training scenario must be geared towards the **39 MVC agencies** and include all relevant deposit preparation procedures, discrepancy claim procedures, procedures and contact information for reordering deposit supplies, change order processing procedures, Desktop Deposit Services procedures, as well as, armored car receipt and security procedures.

Confirm the bank is willing to provide **four (4) days of training broken down into two (2) three-hour sessions per region.** Confirm the bank will supply **one (1) training manual per agency** prior to contract commencement and any subsequent additions, deletions or revisions to the training manuals will be promptly forwarded to the MVC agency supervisors via e-mail.

The second training scenario must be geared towards the audit and reconciliation needs of MVC and the Department the Treasury including all relevant reconciliation topics. The bank's Web-based Inquiry Communication System must be fully explained (including report generating capabilities, wire transfers, imaged items lookups and bank report codes etc.). Confirm the bank is willing to provide training at a centralized Trenton area location. Confirm the bank is willing to provide **three (3) sets of Web-based System operating manuals** and any subsequent additions, deletions or revisions to the manuals will be promptly forwarded to the State.

45. Provide a **detailed implementation schedule** to achieve the July 1, 2014 contract commencement requirement. Highlight delivery dates for each of the elements the bank defines as critical steps towards implementation and include a minimum of one post-implementation meeting. Include time frames for opening bank accounts, establishing access to the Web-based Inquiry Communication System, establishing Desktop Deposit Services, training State personnel on bank systems, testing and training. Describe the critical factors that may impact this schedule? Define both bank and State personnel commitment requirements during conversion.
46. Confirm the **bank's ability to meet ALL the requirements outlined in this RFP**, including: account services and maintenance, collection and deposit services, ACH services, Web-based system access with wire transfer functionality and report generating capabilities, armored car services, change order processing, deposit adjustment notifications, Desktop Deposit Services, image retention and access to deposit items, daily balance reporting, invoice and analysis, bank statements, security levels and supplies as stipulated in the RFP. The bank must reveal all services defined in the RFP that it cannot provide according to the specifications. The bank should indicate why they cannot deliver the service or standard requested.

IX. COST SCHEDULE

Prices submitted are to be firm and fixed for the term of the contract and are to include all charges to meet the specifications of this RFP, such as vendor deposit supplies, postage, fuel, travel time, overhead, FDIC charges, profit, etc. Payment by the State will be limited only to those categories for which prices are submitted by the selected vendor. All methods of measurements that differ from the pre-established methods listed below must be clearly identified for each priced item.

Following are the pricing categories that may be appropriate for this RFP. It is not necessary to provide pricing for each category. When completing the pricing schedule, place a "NA" in each category for which a charge is not applicable.

	Account Services and Maintenance		
1	Account Maintenance Fee	\$	/Account/Month
2	ZBA Maintenance Services	\$	/Account/Month
3	Funds Transfer (Wires Out)	\$	/Per Wire
4	Daily Balance Reporting (Prior Day Summary and Detail - Automated to Treasury Workstation via Web in BAI 2)	\$	/Account/Month
	Deposit Services and Supplies		
5	Deposits (Checks and Cash)	\$	/Per Deposit
6	Deposited Items (Checks Processed)	\$	/Per Item
7	Deposit Processed (Cash)	\$	/Per Deposit
7	Re-deposited Items	\$	/Per Item Re-deposited
8	Returned Items	\$	/Per Returned Item
10	Deposit Corrections	\$	/Per Correction
11	Encoded Deposit Slip (beyond annual requirement)	\$	/Per Ticket
12	Clear Check Bags (beyond annual requirement)	\$	/Per Bag

13	Opaque Cash Bags (beyond annual requirement)	\$	/Per Bag
14	Endorsement Stamps (Replacement Stamps)	\$	/Per Replacement Stamp
	Desktop Deposit Services		
15	Desktop Deposit Implementation Fee	\$	/Per Location
16	Desktop Deposit Monthly Maintenance	\$	/Per Location/Month
17	Desktop Deposit Item Imaged / Cleared	\$	/Per Item
18	Desktop Image Scanner (for contract term, including scanner maintenance)	\$	/Per Item
	ACH Services		
19	ACH Credit (CCD, CCD+, PPD)	\$	/Per Credit
20	ACH Debit Block/Filter Service	\$	/Account/Month
	Web-based Services		
21	Web-based Product Maintenance (If applicable)	\$	/Month
22	Web-based Funds Transfer Maintenance (If applicable)	\$	/Month
23	Web-based Account Inquiry	\$	/Per Inquiry
24	Web-based ACH Inquiry	\$	/Per Inquiry
25	Web-based Deposit Item Image (All items imaged)	\$	/Per Item Imaged
	(OR)		
26	Web-based Deposit Item Image (Per item viewed)	\$	/Per Item Viewed
	Armored Car Services		
27	Agency Armored Car Pickup (Five days a week)	\$	/Location/Month
	Change Requisition Services		
28	Change Requisition Order (fulfilled via Armored Car)	\$	/Per order
29	Change Requisition Order (fulfilled via local bank branch)	\$	/Per order

	Programming		
30	Programming Fees (If Applicable) indicate number of hours	\$	/Per Hour