

THE STATE OF NEW JERSEY MOTOR VEHICLE COMMISSION AND THE JUDICIARY CONSOLIDATED BANKING AND ARMORED CAR SERVICES REQUEST FOR PROPOSAL

TABLE OF CONTENTS

I.	TERMS AND CONDITIONS	7
Α.	Applicable Rules and Regulations	7
В.	Contract Administrator	9
C.	Project Management	9
D.	MVC Manager of Management Operation Services	10
Е.	Timetable of Events	11
F.	RFP Questions from Bidders	11
G.	Revisions to the Request for Proposal	12
Н.	Proposal Requirements	12
I.	Oral Presentation and Vendor Site Visitation/Inspection	13
J.	Contract Award	14
К.	Length of Contract	15
L.	Contract Extension	15
М.	Vendor Right to Protest	16
N.	Termination of Contract	16
О.	Contract Continuity/Transitional Period	16
Ρ.	Unanticipated Services	17
Q.	Prime Contractor Responsibilities	17
R.	Subcontracting	18
S.	Assignment	19
т.	Cost Liability	19
U.	Ownership of Material	19

V.	Data Transmission	19	
W.	Promotional Use Prohibited	20	
Х.	Accounting Records	21	
Y.	Severability Clause	21	
Ζ.	Indemnification	22	
AA.	Insurance	22	
BB.	BB. Conflict of Interest		
CC.	Public Records	24	
DD.	Single Response	25	
II.	OTHER MANDATORY REQUIREMENTS	26	
Α.	Financial Statements	26	
В.	Ownership Disclosure Form	26	
C.	Non-Discrimination Law	26	
D.	Collateralization of Deposits	27	
E.	Proof of Registration Requirements	27	
F.	N.J.S.A. 52:34-13.2 Certification	28	
G.	Two-Year Chapter 51 Certification & Disclosure of Political Contributions	30	
Н.	Disaster Recovery	32	
I.	Destruction Requirements for State Records and, if applicable, Canceled Checks	34	
III.	PAYMENT METHODS AND TERMS	35	
Α.	Compensating Balances	35	
В.	Payment Terms	35	
C.	Monthly Analysis	35	
IV.	BACKGROUND	37	
V.	PURPOSE AND INTENT	40	
VI.	SCOPE OF WORK FOR MVC	42	

3/7/2022

Α.	Accounts to be established	42
В.	MVC General Treasury Depository Zero Balance Account	42
C.	MVC Change Requisitioning Account	46
D.	Deposit Pickup Locations, Times and Procedures	48
Е.	Deposit Preparation Procedures	50
F.	Deposit Pickup Receipt Confirmation Procedures	51
G.	Check Deposit Discrepancies and Adjustments	53
I.	Deposit Credit and Availability	56
J.	Desktop Deposit Services	57
К.	Dishonored Checks	59
L.	Claim Procedures	59
М.	Disposable Deposit Bag Requirements	60
N.	Deposit Slip Requirements	63
Ο.	Endorsement Stamp Requirements	64
Ρ.	Web-based Inquiry Communication System	64
Q.	Bank Statements and Reporting	70
R.	Vendor Contact Personnel	75
S.	Training	76
VII.	SCOPE OF WORK FOR JUDICIARY	78
Α.	Accounts to be established	78
В.	The State of New Jersey Judiciary Account Activity for Fiscal Year 2021- All Accounts	80
C.	Deposit Pickup Locations, Times, and Procedures	82
D.	Deposit Preparation Procedures	83
E.	Deposit Pickup Receipt Confirmation Procedures	84
F.	Check Deposit Discrepancies and Adjustments	85
G.	Cash Deposit Discrepancy and Review Procedures	87
Н.	Deposit Credit and Availability	88

I.	Desktop Deposit Services	89
J.	Dishonored Checks	89
К.	Claim Procedures	90
L.	Disposable Deposit Bag Requirements	91
М.	Deposit Slip Requirements	93
N.	Endorsement Stamp Requirements	94
О.	Web-based Inquiry Communication System	94
Ρ.	Bank Statements and Reporting	101
Q.	Vendor Contact Personnel	104
R.	Training	105
VII	I. IMPLEMENTATION AND TESTING	107
IX.	EVALUATION CRITERIA	109
Х.	VENDOR RESPONSE	110
XI.	COST SCHEDULE	129

THE STATE OF NEW JERSEY MOTOR VEHICLE COMMISSION AND THE JUDICIARY CONSOLIDATED BANKING AND ARMORED CAR SERVICES REQUEST FOR PROPOSAL

Exhibits Table of Contents

- EXHIBIT A: State of New Jersey OIT File Transfer Guide
- **EXHIBIT B:** Ownership Disclosure Form
- **EXHIBIT C:** Policy Statement: Department of the Treasury Collateralization Requirements for State Held Deposits
- EXHIBIT D: N.J.S.A. 52:34-13.2 Certification
- **EXHIBIT E:** Information and Instructions for Completing the "Two-Year Vendor Certification and Disclosure of Political Contribution" Chapter 51 Form
- **EXHIBIT F:** Destruction Requirements for State Records, Canceled Checks and Electronic Images
- **EXHIBIT G:** Monthly Analysis Sample Format
- **EXHIBIT H:** Motor Vehicle Commission Account Structure and Funds Flow
- **EXHIBIT I:** Motor Vehicle Commission Agency Listing
- **EXHIBIT J:** Motor Vehicle Commission General Treasury Depository Zero Balance Account Activity for Fiscal Year 2021
- **EXHIBIT K:** Motor Vehicle Commission General Treasury Depository Zero Balance Account Activity for Fiscal Year 2021 by Region
- **EXHIBIT L:** Sample Daily Bank Statements for MVC
- **EXHIBIT M:** Sample Return Item Report for MVC
- **EXHIBIT N:** Judiciary Account Structure and Funds Flow

3/7/2022

- **EXHIBIT O:** Activity for All Judiciary Accounts for Fiscal Year 2021
- **EXHIBIT P:** Judiciary Pickup Site Listing
- **EXHIBIT Q:** Sample Daily Bank Statements for the Judiciary
- **EXHIBIT R:** Sample Return Item Report for the Judiciary



REQUEST FOR PROPOSAL CONSOLIDATED BANKING AND ARMORED CAR SERVICES FOR

THE STATE OF NEW JERSEY MOTOR VEHICLE COMMISSION AND THE JUDICIARY

I. TERMS AND CONDITIONS

A. Applicable Rules and Regulations

This Contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations, and rules of evidence of the State of New Jersey without reference to conflict of law principles and shall be filed in the appropriate Mercer County Division of the New Jersey Superior Mercer County.

All Claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, <u>N.J.S.A.</u> 59:1-1, <u>et seq</u> and/or the New Jersey Contractual Liability Act, <u>N.J.S.A.</u> 59:13-1, <u>et seq</u>.

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 <u>not</u> 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 Vendor must be a member of the Federal Reserve direct wire system.

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 State of New Jersey authorizes the Originating Depository Financial Institution, in this case, the contracted bank, to receive and originate ACH entries as described in the RFP on behalf of the State of New Jersey.

The State of New Jersey agrees that it will not initiate ACH entries that violate United States law.

The State of New Jersey agrees to cure any breach of the current NACHA Operating Rules and Regulations as soon as it is feasible upon notice of the issue.

The State of New Jersey agrees to permit the Originating Depository Financial Institution the right to audit the State's compliance with NACHA Rules and Regulations.

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. <u>The State of New Jersey will not modify its terms and conditions</u> 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, <u>will be considered non-responsive and therefore rejected</u>.

The State of New Jersey will also not sign any documentation or set-up forms that link to bank agreements.

B. Contract Administrator

The Department of the Treasury, Office of Management and Budget, Cash Management Unit is charged with addressing contract-related issues.

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

Kyle Morales State of New Jersey Department of the Treasury Office of Management and Budget PO Box 221 Trenton, New Jersey 08625-0221 Phone: (609) 292-1721 Email: Kyle.Morales@treas.nj.gov

C. Project Management

This Request for Proposal (RFP) has been prepared by the New Jersey Department of the Treasury, Division of Administration, Office of Fiscal and Resources. After contract award, 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 State of New Jersey Judiciary is charged with the responsibility for the administration of their respective bank accounts. The Project Manager for the Division of Revenue and Enterprise Services Account is:

Michael Vrancik State of New Jersey Division of Revenue & Enterprise Services P.O. Box 628 Trenton, New Jersey 08648 Phone: (609) 292-8965 Email: <u>Michael.Vrancik@treas.nj.gov</u>

The Project Manager for the State of New Jersey Judiciary Account is:

Debra Williams State of New Jersey Judiciary Banking & Cash Management Richard J. Hughes Justice Complex 8th Floor, North Wing P.O. Box 980 Trenton, NJ 08625 Phone: (609) 815-2900 ext. 52503 E-mail: Debra.Williams@njcourts.gov

D. MVC Manager of Management Operation Services

The MVC Manager of Management Operation Services 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 Management Operation Services 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 Management Operation Services is:

Dennis Connelly State of New Jersey Motor Vehicle Commission 225 E. State Street Floor #2 East P.O. Box 129 Trenton, New Jersey 08666 Phone: (609) 292-7129 Email: <u>Dennis.Connelly@mvc.nj.gov</u>

E. Timetable of Events

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

EVENT	DATE
Issuance of Request	March 7, 2022
Deadline to Submit Questions	March 15, 2022
Proposal Due Date	April 6, 2022
Anticipated Contract Award Date	May 16, 2022
Implementation & System Testing	June 1, 2022
Contract Commencement	September 1, 2022

F. RFP Questions from Bidders

The Office of Fiscal and Resources will accept questions and inquiries from all qualified potential bidders electronically via email. This will be the only opportunity potential bidders will have to submit questions pertaining to this RFP.

The deadline to submit written questions pertaining to this RFP ends at <u>4:00 p.m. ET</u> on the date indicated in the Timetable of Events. Written questions received after the deadline will <u>not</u> be recognized or addressed.

Questions must be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question must begin by referencing the RFP page number and section number to which it relates.

The subject line of the email should include the specific banking RFP name.

Respondents are not to contact the Division of Administration, Office of Fiscal and Resources directly, in person, or by telephone, concerning this RFP.

Division of Administration, Office of Fiscal and Resources will address all questions by posting an addendum on the Office of Management and Budget, Banking Services website. The addendum will include all questions submitted prior to the submission deadline, along with the State's response to each question. Questions are to be emailed to the following address:

TreasuryBankingServices@treas.nj.gov

G. 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 <u>required</u> to accompany any proposal submitted.

H. Proposal Requirements

The State will accept proposals in either hardcopy or via secured email in PDF Format. **Proposals must arrive prior to or no later than 4:00 p.m. ET on April 6, 2022**.

If submitting a proposal in person or overnight delivery, address packages to:

Rochelle Wyckoff State of New Jersey Department of the Treasury Division of Administration Office of Fiscal and Resources 50 West State Street, 8th floor Trenton, New Jersey 08625-0221

If submitting a proposal by US Mail, address packages to: Rochelle Wyckoff State of New Jersey Department of the Treasury Division of Administration Office of Fiscal and Resources P.O. Box 211 Trenton, New Jersey 08625-0221

Along with one proposal, it clearly marked "ORIGINAL," signed by an officer who is authorized to bind the respondent contractually, <u>eight (8) copies of the proposal.</u>

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

If submitting a proposal by secured email, send the proposal in PDF FORMAT to: TreasuryBankingServices@treas.nj.gov

Electronic submissions must include the entire proposal, including all exhibits, financials, attachments, and samples of required documents in PDF Format. If the attachments are too large, multiple attachments and/or emails will be accepted.

For electronic bid submissions, a confirmation email will be sent notifying receipt of bid submission. **IF A CONFIRMATION EMAIL IS NOT RECEIVED, PLEASE RESEND ENTIRE BID PROPOSAL**.

The bidder's responsibility is to clearly identify the sections and pages in its bid proposal that designates to be confidential and/or proprietary. Please note that faxed proposals will **not** be accepted.

I. Oral Presentation and Vendor Site Visitation/Inspection

Vendors that 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, Division of Administration, Office of Fiscal and Resources will schedule the presentations.

At the time of proposal evaluation, the State reserves the right to inspect the Vendor's non-secure facilities, including any and all subcontractors' non-secure facilities, via a scheduled site visit. Any time after award, the State reserves the right to inspect the Vendor's non-secure facilities, including any and all subcontractors' non-secure facilities, with prior notice by the State. 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.

J. Contract Award

The entire content 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. <u>The State will</u>

make no allowances or concessions to a bidder for any alleged misunderstanding because of quantity, character, or other conditions.

K. Length of Contract

The contract will be for a <u>three (3) year term</u>. The bank may not close any accounts until officially notified by the Department of the Treasury, Office of Management and Budget, Cash Management Unit. The Department of the Treasury, Office of Management and Budget, Cash Management Unit will be responsible for opening and closing all accounts.

L. Contract Extension

The State will have the option to extend the contract for <u>three (3) one-year periods</u>, 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 <u>90 days</u> prior to the expiration date of the existing contract. The Vendor will have <u>15 calendar days</u> 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 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 its 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.

M. Vendor Right to Protest

A vendor's right to protest RFP specifications and intent of contract award is governed by <u>N.J.A.C.</u> 17:12-3.

For all Office of Fiscal and Resources contract protests, although <u>N.J.A.C.</u> 17:12-3 references the Director of the Division of Purchase and Property, the Treasurer (or designee) shall be the individual authorized to decide the protests.

N. 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 <u>30 days</u> prior to such proposed termination date unless otherwise provided herein.

At contract termination, the Vendor must cooperate with the State and the new contract vendor to effect a smooth transition, which would include transferring all information needed for the continued operation of the application.

In instances when a governing regulatory agency's rules are in conflict with any agreement entered into as a result of this RFP, the governing regulatory agency's rules and regulations would apply.

O. 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. The bank is required to continue servicing the State at the same cost. During this transitional period, the State is not subject to any price changes. At no time shall this transitional period extend more than **<u>180 days</u>** 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.

P. 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 its internal system within <u>90 days</u> after State approval. The cost estimate will be based on the hourly rates included in the Vendor's response, as specified in *SECTION XI. COST SCHEDULE* of this RFP.

Q. 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 <u>and assume all cost incurred by the State</u>, <u>directly or indirectly</u>, in <u>connection with or as a result of the transition</u>. 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 the 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 its 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.

R. Subcontracting

The State defines a subcontractor as a third party that is specifically engaged by the Vendor to provide services under this contract to the State.

<u>All subcontractors must be approved by the State</u>. If the Vendor has knowledge prior to the 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 **<u>90 days' written notice to the State</u>**. The State will evaluate the replacement firm's qualifications. <u>No replacement firm shall begin work without prior State approval</u>.

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

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

S. 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.

In instances when a governing regulatory agency's rules are in conflict with any agreement entered into as a result of this RFP, the governing regulatory agency's rules and regulations would apply.

T. Cost Liability

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

U. 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 <u>30 days' notice</u> by the State.

V. Data Transmission

See **EXHIBIT A** <u>State of New Jersey OIT File Transfer Guide</u> 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 it has 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 non-public data contained in the documents or files supplied by the State are to be considered confidential and shall be solely for the use in connection with the services provided to the State, provided that the following information will not be considered confidential: (1) information that is or becomes generally available to the public other than as a result of an unauthorized disclosure by the bank or its subcontractors; (2) information that is or becomes available to the bank or its subcontractors from a source not known to be under an obligation of confidentiality to the State; or (3) information is independently developed without the use of the State's confidential information. The chosen bank must protect State data and ensure that all State information remains confidential, except for disclosures (1) to employees or subcontractors with a need to know such information in connection with the services provided to the State and who are subject to confidentiality obligations no less protective than those set forth herein, (2) to regulatory officials (including bank examiners) having jurisdiction over bank, (3) required by law or legal process, or (4) authorized by the State in writing.

Any use, loss, sale, or offering of this data in any form in violation of the terms of the preceding paragraph 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 subject to the liability provisions of this RFP.

W. 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.

X. Accounting Records

The Vendor is required to maintain records and other contract-related documentation (e.g., any addendum's, State RFP, and bank's proposal) 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 <u>seven (7) years from</u> the date of final payment.

Vendor-generated transaction records must be made available to the State for a period of **seven (7) years from the date of transaction**.

All paid items must remain on the bank's Web-based Inquiry/Communication System for a <u>minimum of seven (7) years from the paid date</u>. State of New Jersey employees must have <u>immediate access</u> to paid items and outstanding checks via the bank's Web-based Inquiry/Communication System.

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 accommodations for the State auditors to use when they perform their regular and scheduled audits at non-secure locations.

Y. 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.

Z. 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 State defines the value of the contract as the estimated annual fees multiplied by the contract term. Contract extensions are excluded from this calculation.

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, incidental, indirect, and punitive damages.

AA. 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 proviso that the insurance provided shall not be canceled for any reason except after <u>30 days</u> 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.

BB. Conflict of Interest

No award will be made to a vendor that, in the opinion of the Department of the Treasury, has an interest, 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.

CC. Public Records

Information provided in response to this Request for Proposal can be released to the public under the New Jersey Open Public Records Act, <u>N.J.S.A.</u> 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 their bid proposal considered to be confidential and/or proprietary. The designated sections/materials must be listed on the cover letter and clearly 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 <u>not</u> 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 therefor.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list.

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 <u>http://www.state.nj.us/opra/</u>. 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, the user should select Government Access Unit and complete the request form according to the instructions.

DD. 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.

II. OTHER MANDATORY REQUIREMENTS

A. Financial Statements

As part of the proposal, the <u>prime Vendor and any subcontractors directly involved</u> with providing any part of the services must submit their latest audited financial <u>statements or financial comments if a privately held company for the most current year</u>.

The Original Proposal and proposal copies should include a working link to the bank's most recent audited financial statements. If the bank cannot provide a working link to the State, the bank must include a hard copy of the bank's audited financial statements for the Original Proposal.

The Original Proposal and proposal copies should include a working link to a subcontractor's audited financial statements or financial comments if a privately held company. If the bank cannot provide a working link to the State, the bank must include a hard copy of the subcontractor's audited financial statements or financial comments if a privately held company.

B. Ownership Disclosure Form

As part of the proposal, the <u>prime Vendor and all its known subcontractors must</u> <u>complete the enclosed Ownership Disclosure Form and submit it with the proposal</u>. See **EXHIBIT B** for the <u>Ownership Disclosure Form</u>.

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 <u>N.J.S.A.</u> 10:2-1 through <u>N.J.S.A.</u> 10:2-4, <u>N.J.S.A.</u> 10:5-1 et seq., <u>N.J.S.A.</u> 10:5-31 through 10:5-38 and <u>N.J.A.C.</u> 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: <u>http://www.njleg.state.nj.us/</u> 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** <u>Policy Statement: Department of the</u> <u>Treasury Collateralization Requirements for State Held Deposits</u>.</u>

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 <u>N.J.S.A.</u> 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 prior to the time of contract award.

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 the time of contract award. The law prohibits contractors from entering into a contract with a subcontractor that has not provided the Contractor a copy of its Business Registration Certificate.

The registration process involves filing Form NJ-REG. An overview of the filing requirements can be found by visiting the DORES website at https://www.nj.gov/treasury/revenue/busregcert.shtml. To file a Form NJ-REG online, visit https://www.njportal.com/DOR/BusinessRegistration/.

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

- Under <u>N.J.S.A.</u> 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.

Bidder may perform certain general information technology and other "back-office" support activities and ancillary processes for its own general benefit in support of its obligations to its customers from non-U.S. locations. These functions and processes include, but are not limited to, database maintenance on the Bidder's database applications and servers, technology infrastructure support for Bidder's technology hardware and system components, programmatic operations information processing on digital data (such as interest calculations) for the Bidder's general benefit, IT services' asset management, programmatic

transaction processing, systematic account maintenance and servicing functions, and information analytics for the Bidder's general benefit.

2. Source Disclosure Requirements

Pursuant to <u>N.J.S.A.</u> 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 <u>with its bid proposal</u> **EXHIBIT D** <u>N.J.S.A. 52:34-</u> <u>13.2 Source Disclosure Certification Form</u>, completed with the sourcing information required for the Vendor and any proposed subcontractor identified in its proposal.

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

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, which 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 <u>N.J.S.A.</u> 52:34-13.2 applies to all service contracts.

G. Two-Year Chapter 51 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 PL 1973, c.83 (C.19:44A-3).

The submission of **EXHIBIT E** <u>Information and Instructions for Completing the</u> "Two-Year Vendor Certification and Disclosure of Political Contributions" <u>Chapter 51 Form</u> will be required <u>five (5) business days</u> from the date on the "Intent to Award" letter issued by the Division of Administration, Office of Fiscal and Resources.

2. State Treasurer Review and Approval

The State Treasurer or his/her 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: <u>http://www.nj.gov/treasury/purchase/execorder134.shtml</u>.

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, 2021, the certification expiration date would be December 31, 2022.

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 Division of Administration, Office of Fiscal and Resources 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

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. An overview of the bank's disaster recovery plan, contingency, and backup procedures should be provided in the bank's bid proposal.

The bank must be able to demonstrate within their overview that State operations will be minimally affected and State records recovered intact. Given the worst-case scenario, the Vendor must be completely functional <u>within 48 hours of a</u> <u>major disaster</u>.

For disaster and recovery purposes, the bank must be able to receive and process data files from the State via electronic transmission. 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 bid proposal 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 a 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 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 alternative 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, the State of New Jersey, Office of Information Technology (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 agency'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, if applicable, Canceled Checks

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

The bank should 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 should comply with the existing (applicable) State standards. These standards will apply to any sub-contracted vendors the bank may utilize for destruction services.

See **EXHIBIT F** <u>Destruction Requirements for State Public Records and</u> <u>Canceled Checks</u> for paid check destruction.

III. PAYMENT METHODS AND TERMS

A cost analysis will be required each month detailing the costs associated with the required banking services. The State will pay for vendor-banking services with compensating balances when they exist.

A. Compensating Balances

The compensating balance must 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. The basis for the earnings rate will be determined from the average of each month's 13-week Treasury bill yield auction results. All auctions for which the settlement date falls in that month will be included in the month's simple average. At a minimum, the **coupon yield** of each auction will be used.

The earnings rate will be applied each month against the average daily net collected balance of each account 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

The bank must invoice the State monthly. The bank must provide the invoice within <u>30</u> <u>days</u> 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.

C. Monthly Analysis

Together with the invoice, the bank must provide a monthly analysis that will contain one page of the analysis report, and the monthly average collected balance for the accounts. On the same page, the total monthly activity for each billable category will

be presented so that every category of activity appears on one line of the report. The balance 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, if one is required by the Federal Reserve, will be applied against the total collected balance of the account, with the monthly average Treasury bill coupon 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 the total billing less the compensating balance earnings for that month. All applicable costs are to be billed in this manner. No charges can be directly debited against the account(s).

Monthly Analysis and Invoices for the Motor Vehicle Commission Accounts must be addressed to:

Attn: Leslie Notor State of New Jersey Office of Management and Budget Cash Management Unit, 6th Floor P.O. Box 221 Trenton, NJ 08625-0394

Monthly Analysis and Invoices for the Judiciary Accounts must be addressed to:

Attn: Debra Williams State of New Jersey Judiciary Banking & Cash Management Richard J. Hughes Justice Complex 8th Floor, North Wing P.O. Box 980 Trenton, NJ 08625

See EXHIBIT G Monthly Analysis Sample Format.

IV. BACKGROUND

The Motor Vehicle Commission (MVC) and the Judiciary currently utilizes armored car services for their daily depository requirements at MVC's <u>Trenton Office Complex (TOC)</u> <u>and its 40 MVC agencies</u> and the Judiciary's <u>33 pickup sites</u> located throughout the State. This mechanism enables the MVC and the Judiciary 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 40 MVC agencies by county into four (4) distinct regions. See *Exhibit P Judiciary Pickup Site Listing* for Judiciary's 33 sites by county. The bank has the option to submit separate pricing for each region. However, the bank is <u>not</u> permitted to subcontract with more than one armored car subcontractor.

COUNTY	# OF AGENCIES	
Burlington	1	
Mercer	1	
Middlesex	1	
Monmouth	3	
Ocean	3	
Union	2	
TOTAL	11	

MVC CENTRAL REGION - Consisting of 6 counties and a total of 11 agencies.

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

COUNTY	# OF AGENCIES
Bergen	3
Essex	2
Hudson	3
Passaic	1
Union	1
TOTAL	10

MVC 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	

MVC SOUTH REGION - Consisting of 7 counties and a total of 10 agencies.

COUNTY	# OF AGENCIES	
Atlantic	1	
Burlington	1	
Camden	3	
Cape May	1	
Cumberland	1	
Gloucester	2	
Salem	1	
TOTAL	10	

Currently, <u>all MVC agencies</u> are open:

DAY	HOURS
Monday - Friday	8:00 a.m. E.T 4:30 p.m. E.T.
Saturday	8:00 a.m. E.T 3:00 p.m. E.T.

Currently, all 33 Judiciary pickup Locations are open:

DAY	HOURS
Mon. – Fri.	8:30 a.m. E.T. – 4:30 p.m. E.T.

All MVC agencies and Judiciary pickup locations 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
- Juneteenth
- 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 and/or pickup sites 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 <u>within</u> ten (10) days or less of receiving notification.

V. PURPOSE AND INTENT

The purpose of this request is to solicit proposals from qualified New Jersey banks for the establishment and maintenance of <u>two (2) MVC State accounts</u> and <u>seventeen (17)</u> <u>Judiciary State accounts</u> for the accurate and timely processing of all banking and armored car services associated with these accounts.

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

JUDICIARY ACCOUNT #	JUDICIARY ACCOUNT NAME	
1	Superior Court of NJ Child Support Depository Account	
2	Superior Court of NJ Bail Depository Account	
3	Superior Court Special Civil Depository Account	
4	Superior Court of NJ Misc. Depository Account	
5	Superior Court of NJ Probation Depository Account	
6	Superior Court of NJ Trust Fund Depository Account	
7	Superior Court of NJ Appellate Depository Account	
8	Superior Court of NJ Attorney Collateral Depository Account	
9	Supreme Court of NJ Depository Account	
10	Supreme Court of NJ Mandatory Continuing Legal Education (MCLE) Depository Account	
11	Board of Bar Examiners Depository Account	
12	Supreme Court of NJ Board on Attorney Certification (BAC) Depository Account	
13	Supreme Court of NJ Mandatory Continuing Legal Education (MCLE) Credit Card Account	
14	Superior Court of NJ Appellate Credit Card Deposit Account	
15	Tax Court Credit Card Account	
16	Board of Bar Examiners Credit Card Account	
17	Superior Court of NJ Credit Card Service Fee Depository 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 FOR MVC <u>AND</u> SECTION VII. SCOPE OF WORK FOR JUDICIARY*.

Establishment and maintenance of two (2) MVC depository accounts <u>and</u> seventeen (17) Judiciary accounts

Zero balance account services

Armored Car Services – daily check and cash pickups and for MVC change requisitioning services

Daily web-based bank statements

Daily Balance Reporting to Fidelity National Information Services Inc.(Automated Prior Day Summary & Detail in BAI2 format) **[MVC Only]**

Daily Account Reconciliation Solution Information to BlackLine Inc. in BAI2 format [MVC Only]

Web-based daily download of detail transaction reporting (prior day information) in required format for file upload to **Judiciary** and **MVC** systems

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 [MVC Only]

Deposit Bags clear check bags and opaque cash bags; at no cost to the State

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

Dedicated government services banking officer and backup providing timely, reliable customer services, including technical support and training. A customer service group may not meet this requirement.

VI. SCOPE OF WORK FOR MVC

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 **<u>two (2) State accounts</u>**, 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 H** for a detailed description of the <u>Motor Vehicle Commission Account</u> <u>Structure and Funds Flow</u>.

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 **Trenton Office Complex (TOC) and 40 MVC agencies** throughout the State of New Jersey.

See EXHIBIT I for the Motor Vehicle Commission Agency Listing.

See **EXHIBIT J** <u>Motor Vehicle Commission General Treasury Depository Zero</u> <u>Balance Account Activity for Fiscal Year 2021</u> for a breakdown of deposit types, volumes and dollar amounts. See **EXHIBIT K** <u>Motor Vehicle Commission General Treasury Depository Zero</u> <u>Balance Account Activity for Fiscal Year 2021 by Region</u> 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, <u>40 MVC agencies and the Trenton Office Complex (TOC)</u> will prepare daily check and cash deposits into the account. Out of the <u>40 MVC</u> <u>agencies</u>, six (6) agency locations (Eatontown, Newark, Paterson, Trenton, Wayne and West Deptford) will have two (2) pickup sites within the same facility. One (1) agency (Bakers Basin) may include additional deposits from MVC's two (2) Mobile Units that have their own separate barcodes. In Fiscal Year 2023, the MVC will have a total of <u>four (4)</u> Mobile Units in operation. The bank is not permitted to charge an additional pickup fee for these <u>seven (7)</u> 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 webbased 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 2021, there were an estimated <u>10,500 check deposits</u> made. The check deposits consisted of approximately <u>336,000 checks.</u> Additionally approximately <u>21,500 cash bag deposits</u> were processed. These deposits represented approximately <u>\$200 million in check deposits</u> and <u>\$35 million</u> <u>in cash deposits</u>.

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 webbased 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 "special item" cash or check deposit volumes, however, the State estimates that in Fiscal Year 2021 there was approximately **\$47,000 in "special item" check and cash 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.

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.

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 <u>Trenton Office Complex (TOC) and 40 MVC agencies</u> with <u>500</u> <u>deposit slips</u> for the Driver Abstract Deposits, <u>at no cost to the State</u>.

Additional deposit slips for the Driver Abstract Deposits will be ordered on an as needed basis by the MVC Manager of Management Operation Services and must also be provided, <u>at no cost to the State within ten (10) business days</u>.

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 approximately <u>two (2) daily ACH credits</u> representing additional collections from two other sources. Listed below are the MVC daily ACH credits for Fiscal Year 2021.

FY 2021 Month	ACH Credit Dollars	ACH Credit Volume
July	\$ 4,933,885	47
August	\$ 4,245,035	45
September	\$ 5,400,557	45
October	\$ 5,047,658	43
November	\$ 3,488,425	39
December	\$ 5,199,375	44
January	\$ 3,962,814	38
February	\$ 4,394,690	36
March	\$ 5,803,507	47
April	\$ 4,888,556	43
Мау	\$ 4,914,230	39
June	\$ 7,043,327	44
TOTAL	\$ 59,322,059	510

<u>NOTE</u>: 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 <u>40 MVC agencies</u>. Initially the Motor Vehicle Commission plans to permit all <u>40 MVC agencies</u> to process up to two (2) *weekly* change orders. 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 when needed on a <u>weekday by 10:00 a.m. E. T.</u> 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.

1. Deposit Slips

Prior to contract commencement, the bank will be responsible for providing each of the <u>Trenton Office Complex (TOC) and the 40 MVC agencies</u> with <u>500</u> <u>encoded multi-part deposit slips</u> for the MVC Change Requisitioning Account, <u>at no cost to the State</u>. Additional deposit slips for the MVC Change Requisitioning Account will be ordered on an as needed basis by the MVC Manager of Management Operation Services and must also be provided, <u>at no</u> 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 <u>two (2)</u> 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).

2. 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. <u>Please note</u>: 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.

<u>NOTE</u>: The State of New Jersey reserves the right to add, change or delete the number of MVC agencies requiring change order delivers 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 <u>Trenton Office Complex and the 40 MVC</u> <u>agencies</u>.

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, including the Trenton Office Complex, as depicted in *EXHIBIT I <u>Motor Vehicle Commission Agency Listing</u>.*

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 Management Operation Services 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 ten (10) days or less of receiving notification.

Daily deposit pickups must be between the hours of 8:00 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 consists 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 Management Operation Services.

Out of the <u>40 MVC agencies</u>, six (6) agency locations (Eatontown, Newark, Paterson, Trenton, Wayne and West Deptford) will have two (2) pickup sites within the same facility. One (1) agency (Bakers Basin) may have additional deposits from the MVC Mobile Units. The bank is not permitted to charge an additional pickup fee for these seven (7) agencies locations. In Fiscal Year 2023, the MVC will add an additional two (2) Mobile Units that will require separate deposits but will not add any additional stops for the armored car service.

It will be the bank's responsibility to ensure all employees of the armored car service arrive at the MVC agencies <u>no earlier than 8:00 a.m. E.T. and no later than 4:00 p.m.</u> <u>E.T.</u>, at the designated pickup location with the supplies necessary to accommodate the size and scope of each pickup 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.

50

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 pickup.

The photo identification and deposit receipt signatures will be verified each day prior to release of deposit items. Deposit items <u>will not</u> be released to an individual excluded from the current personnel directory. The State may <u>not</u> 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 <u>will not</u> be released to armored car personnel if a hard copy receipt is not provided at time of deposit pickup. The State may <u>not</u> 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 <u>minimum</u> <u>of three (3) years</u>. 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 <u>five (5) business</u> <u>days</u> of the request. The original receipts will be retained by each MVC agency for <u>no less than three (3) years</u>.

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 Webbased Inquiry System to MVC Internal Audit and the OMB, 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 OMB, Cash Accounting via email or via the bank's Webbased Inquiry System within <u>one (1) business day</u> of the deposit date. If requested, a hard copy must be delivered within <u>three (3) business days</u>. 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 <u>no less</u> <u>than three (3) months after the deposit date</u>. 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 pickup and the "unavoidable" small minority of deposit items being credited to the State account no later than the day following the deposit pickup 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. <u>Within thirty (30) days</u> 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 J <u>Motor Vehicle Commission General Treasury</u> <u>Depository Zero Balance Account Activity for Fiscal Year 2021</u> and <i>EXHIBIT K* <u>Motor Vehicle Commission General Treasury Depository Zero Balance Account</u> <u>Activity for Fiscal Year 2021 by Region</u> 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 offices located in Asbury Park, Westfield, Winslow and Trenton. In Fiscal Year 2021, the (4) four locations processed <u>approximately 700 desktop deposits totaling</u> <u>approximately 4,500 items</u>. The bank must provide scanner

57

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 <u>most recent ninety (90) days of</u> <u>business</u>. After that time frame, the agencies should be able to access transaction history and deposit images for <u>seven (7) years from the</u> <u>date of deposit</u> 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 <u>not</u> 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 OMB, 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 Trenton, NJ 08625

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 OMB, 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 Fiscal Year 2021, there were approximately <u>**1,232 returned items and 1,022 re-**</u><u>**deposited items**</u>.

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 40 MVC agencies and the TOC (Additional bags will be needed for Bakers Basin for MVC Mobile Unit deposits). **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 <u>all agencies</u> 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 <u>in aggregate</u> 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 <u>no less than a three (3) months'</u> <u>supply of bags per order as the need arises</u>. 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 the <u>Trenton Office Complex (TOC), 40 MVC agencies and</u> <u>each MVC Mobile Unit</u> will require an annual allotment of <u>1,000 disposable check</u> <u>bags and 1,100 disposable cash bags</u> (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 <u>no less than a three (3) month supply of industry</u> <u>standard 9" X 12" clear check bags</u>. 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 <u>an image of one (1) sample</u> <u>check bag with each proposal submission copy</u>. 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 Management Operation Services 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 <u>no less than a three (3) month supply of industry</u> <u>standard 12" X 16" disposable, secure, opaque cash bags</u>. 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 <u>an image of one (1) sample</u> <u>cash bag with each proposal submission copy</u>. 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 Management Operation Services 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 the <u>Trenton Office Complex</u>, the 40 MVC agencies and each <u>Mobile Unit</u> with <u>encoded multi-part deposit slips</u> prior to contract commencement and as needed during the term of the contract, <u>at no cost to the State</u>.

The State estimates that the <u>Trenton Office Complex, the 40 MVC agencies and</u> <u>each Mobile Unit</u> will require an annual allotment of <u>1,000 encoded multi-part</u> <u>deposit slips (containing the agency's four- digit location code) and 500 encoded</u> <u>multi-part deposit slips (containing the abstract five-digit location code)</u> for the MVC General Treasury Depository Zero Balance Account.

The State estimates that the <u>Trenton Office Complex, the 40 MVC agencies and</u> <u>each Mobile Unit</u> will require an annual allotment of <u>500 encoded multi-part deposit</u> <u>slips (containing the agency's four-digit location code)</u> for the MVC Change Requisitioning Account.

It will be the responsibility of the MVC Manager of Management Operation Services to request deposit slips as the need arises. Delivery of the encoded multi-part deposit slips must be <u>within ten (10) business days of request.</u>

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 fourdigit location number. The bank must provide endorsement stamps to each of these locations prior to contract commencement. All six (6) locations will require <u>eight (8)</u> <u>self-inking endorsement stamps</u>. The cost for the initial self-inking endorsement stamps and delivery charges must be provided; <u>at no cost to the State</u>. 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 <u>all</u> 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 <u>all</u> transaction items processed. The bank's Web-based Inquiry Communication System must have report generating capabilities allowing reports to be generated which include <u>eighteen</u> (<u>18) months of historical activity</u>. 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.

<u>A minimum of three (3) sets of operating manuals</u> 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 <u>all</u> account data. Given the worst case scenario, the vendor must be completely functional <u>within</u> (48) forty-eight 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 <u>all</u> ACH Credit and ACH Debit transaction items by <u>8:00 a.m. E.T.</u> <u>the same day of settlement.</u>

All other transaction items (i.e. ACH Returns) must be available for viewing via the bank's Web-based Inquiry Communication System by <u>8:00 a.m. E.T. the</u> 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 **<u>eighteen (18) months with archive access for three (3) years</u>.**

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 <u>8:00 a.m. E.T. the next day following the deposit</u>. 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 **<u>eighteen (18) months with archive access for three (3) years</u>.**

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 <u>within three (3)</u> <u>business days</u>.

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 <u>8:00 a.m. E.T. the day following deposit</u>. 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 <u>eighteen (18) months with archive access for</u> <u>three (3) years</u>.

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 <u>within three (3) business days</u>.

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 <u>8:00 a.m. E.T.</u>

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 <u>8:00 a.m. E.T.</u> 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 <u>a minimum of three (3) user manuals</u>. 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, <u>8:00 a.m. E.T. to 5:00 p.m. E.T.</u> 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 all wire instructions regardless of temporary overdraft position

The bank must promptly respond to <u>all</u> State wire instructions no later than <u>thirty</u> (<u>30) minutes</u> after receipt of the instruction from the State. It is the intention of the State to <u>fully fund all</u> 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 <u>all</u> 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 H <u>Motor Vehicle Commission Account</u> <u>Structure and Funds Flow</u> and any future accounts established will require daily prior day balance reporting. The bank must deliver the file containing data in unencrypted BAI2 format directly to the State's vendor, Fidelity National Information Services, Inc., using Secure File Transfer Protocol (SFTP).*

The bank must provide the account balance information in unencrypted BAI2 format every working day, by <u>7:30 a.m. E.T.</u>

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 and balance retrieval methods change, the State requires that the chosen bank remain flexible throughout the term of this contract as it relates to the method of securing balance reporting in unencrypted BAI2 format.

2. Account Reconciliation Solution

The Office of Management and Budget has contracted a third-party vendor, BlackLine, Inc., as the solution to prepare account reconciliations in a more automated and efficient manner.

On a daily basis, both the bank and the State will transmit files to BlackLine, Inc. The bank must transmit an electronic file on a daily basis to BlackLine, Inc.'s SFTP portal by <u>7:30 a.m. E.T.</u> This file must be in an encrypted standard BAI2 format and must contain the previous day's detail information, including every transaction posted to every account and daily balances. The transaction must not be summarized or totaled in any manner.

The file the bank sends to BlackLine, Inc. must contain:

1	Bank Name
2	Bank Account Number
3	Transaction Date
4	Amount
5	Description, including any location code, if available
6	Check Number
7	Transaction Type, include Dr (debit) or Cr (credit)

8	BAI Transaction Description
9	File Name
10	Date File Imported
11	Holiday Date

3. 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 and hard copy bank statements when requested; <u>at no cost to the State.</u>

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 OMB, 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 OMB, Cash Accounting **within three (3) business days from the deposit date**. Appropriate detailed debit and credit memos can be mailed separately to:

Jo Ann Caminotti State of New Jersey Department of the Treasury OMB, Cash Accounting Unit 33 West State Street P.O. 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 L for Sample Daily Bank Statements for MVC.

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. E.T.** 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 M for a Sample Return Item Report for MVC.

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 the Treasury, OMB, Cash Management Unit <u>15 days prior to the change</u> 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 <u>four (4) days of training broken down into two (2) three-</u> <u>hour sessions per region will be sufficient</u>. 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 Webbased 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 <u>three (3) sets of Web-based System operating manuals</u> 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.

VII. SCOPE OF WORK FOR JUDICIARY

A. Accounts to be established

The Contractor shall provide armored car and related depository services for the following <u>seventeen (17) Judiciary State accounts</u>:

1	Superior Court of NJ Child Support Depository Account: for all related court held funds
2	Superior Court of NJ Bail Depository Account: for all related revenues and court held funds
3	Superior Court Special Civil Depository Account: for all related revenues and court held funds
4	Superior Court of NJ Misc. Depository Account: for all related revenues and court held funds
5	Superior Court of NJ Probation Depository Account: for all related revenues and court held funds
6	Superior Court of NJ Trust Fund Depository Account: for all trust fund related activity
7	Superior Court of NJ Appellate Depository Account: for all related revenues and court held funds
8	Superior Court of NJ Attorney Collateral Depository Account: for all related court held funds
9	Supreme Court of NJ Depository Account: for all related revenues and court held funds
10	Supreme Court of NJ Mandatory Continuing Legal Education (MCLE) Depository Account: for all related revenues and court held funds
11	Board of Bar Examiners Depository Account: for all related revenues and court held funds
12	Supreme Court of NJ Board on Attorney Certification (BAC) Depository Account: for all related revenues and court held funds

13	Supreme Court of NJ Mandatory Continuing Legal Education (MCLE) Credit Card Account: for all related credit card receipts
14	Superior Court of NJ Appellate Credit Card Deposit Account: for all related credit card receipts
15	Tax Court Credit Card Account: for all related credit card receipts
16	Board of Bar Examiners Credit Card Account: for all related credit card receipts
17	Superior Court of NJ Credit Card Service Fee Depository Account: for all credit card related fees collected

<u>NOTE</u>: The Judiciary will also make deposits into the State Treasurer's General Treasury account.

The State's initial requirements will include the establishment and maintenance of **seventeen (17) Judiciary 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 N** for a detailed description of the <u>Judiciary Account Structure and</u> <u>Funds Flow</u>.

B. The State of New Jersey Judiciary Account Activity for Fiscal Year 2021- All Accounts

1. Daily Check and Cash Deposits

On a daily basis, the Judiciary's pickup sites will prepare check and cash deposits into each account.

Each Judiciary pickup site will be identified by its own six-digit location number. The State must have access to the six-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, and armored car receipts).

In Fiscal Year 2021, Judiciary had an estimated <u>27,875 deposits</u>. The deposits consisted of approximately <u>188,335 checks</u> and <u>16,452 cash</u> <u>deposits</u>. These deposits represent approximately <u>\$176 million in check</u> <u>and \$ 8 million in cash deposits</u>.

See EXHIBIT O for Activity for All Judiciary Accounts for Fiscal Year 2021.

2. ACH Credits

The Judiciary receives daily ACH credits stemming from the proceeds of credit card transactions processed under a separate merchant services contact. These ACH credits are deposited in the following accounts: Superior Court of NJ Appellate Credit Card Deposit Account; Supreme Court of NJ Mandatory Continuing Legal Education (MCLE) Credit Card Account; Tax Court Credit Card Account; Board of Bar Examiners Credit Card Account; and Superior Court of NJ Credit Card Service Fee Depository Account. Listed below are the approximate Judiciary ACH credits for Fiscal Year 2021.

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

Month	ACH Credit
July	\$ 389,915
August	\$ 357,430
September	\$ 388,794
October	\$ 466,638
November	\$ 552,487
December	\$ 436,154
January	\$ 563,505
February	\$ 408,356
March	\$1,071,300
April	\$ 648,940
Мау	\$ 564,244
June	\$ 430,724
TOTAL	\$ 6,278,487
Monthly Average	\$ 523,207

Judiciary ACH Incoming Credits Fiscal Year 2021:

a. Change Order Policy and Procedures

<u>This is not a required service at the commencement of this contract, however</u> <u>Judiciary may consider utilizing this service at a future date.</u>

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.

NOTE: The State of New Jersey reserves the right to add, change or delete the number of Judiciary agencies requiring change order delivers during the contract term.

In addition to the change order requisitioning service, all Judiciary 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 <u>three (3)</u> <u>bank branches</u> closest to each one of the <u>33 Judiciary pickup sites.</u>

C. 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 Judiciary pickup sites listed in *EXHIBIT P Judiciary Pickup Site Listing*.

Some Judiciary pickup sites have multiple locations within one physical address. These additional locations cannot be considered a multiple stop for pricing purposes.

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 Judiciary Project Manager 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 ten (10) days or less of receiving notification.

Daily deposit pickups must be between the hours of 8:30 a.m. and 4:30 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.

It will be the bank's responsibility to ensure all employees of the armored car service arrive at the Judiciary pickup sites <u>no earlier than 8:30 a.m. E.T. and no later than</u> <u>4:30 p.m. E.T.</u>, at the designated pickup location with the supplies necessary to accommodate the size and scope of each pickup location. This includes but is not limited to valid company issued photo identification, ordered supplies, and a handheld scanner (with receipt printing capabilities). The vendor will allow a missed pickup credit (billing purposes) for any pickup not made for reasons within the vendor's control.

D. Deposit Preparation Procedures

Each pickup site 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. The bank should include in its procedure the timeframe for actual count and review of each deposit bag. For example, same day credit is issued to accounts based on the deposit ticket amount however actual cash/check counts/review may not take place for <u>24</u> to <u>48 hours</u>.

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 Judiciary pickup sites. 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.

E. Deposit Pickup Receipt Confirmation Procedures

1. Armored Car Personnel Directory

The Judiciary Project Manager must be notified via e-mail immediately when an armored car employee is dismissed.

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 <u>will not</u> 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 Judiciary also maintains a deposit pickup log provided by the current armored car vendor. The bidder should outline in their proposal what will be required as proof of transfer of custody including if the vendor will accept logs created by the Judiciary. The bidder should also outline the process for releasing the deposits in the case of scanner failure.

The receipts must be retained by the bank and its subcontractors for a <u>minimum</u> <u>of three (3) years</u>. 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 <u>five (5) business</u> days of the request. The original receipts will be retained by each /Judiciary pickup site for <u>no less than three (3) years</u>.

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 picks up the deposit items and the Judiciary pickup site 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 ensure 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.

F. Check Deposit Discrepancies and Adjustments

If there is a discrepancy between the deposit ticket amount and the actual counts the bank must provide to the Judiciary a debit or credit advice and detail through its Web-based Inquiry System within **twenty-four (24) business hours** of the actual review of the deposit. The online system must notify designated users that an advice has been placed on the system. 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.

If requested, a hard copy must be delivered within <u>three (3) business days</u>. 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 six-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.

G. Cash Deposit Discrepancy and Review Procedures

If there is a discrepancy in the cash deposit, the bank must specifically identify: the discrepancy as to what denomination(s) is in dispute and identify the original deposit slip amount and the bank adjusted amount.

Information regarding all cash discrepancies and adjustments via the bank's Webbased Inquiry System within **twenty-four** (<u>24</u>) <u>business hours</u> of the actual review of the deposit. If requested, a hard copy must be delivered within <u>three (3) business</u> <u>days</u>. 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/ Account Name
Depositing Agency's six-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, the bag being opened and the contents removed and subsequently counted, without any disruption in the video. The bag number should be indicated clearly in the video. The video must be available for review for a reasonable amount of time but <u>no less</u> 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 Judiciary agency to the final cash-counting operation.

H. Deposit Credit and Availability

No overdraft charges are allowed on any Judiciary bank accounts.

All deposits picked up each day must be processed for collection and credited to Judiciary accounts on the day of pickup.

The bank must determine an optimum routing schedule, based on the agency location listing provided to avoid delays in deposit credits.

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 a Judiciary/ armored car deposit receipt signed by a representative of the armored car company will be considered as recognized proof of deposit to the

bank. <u>Within thirty (30) days</u> 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/debit to the account.

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

I. Desktop Deposit Services

This is not a required service at the commencement of this contract, however Judiciary may consider utilizing this service at a future date.

The bank may be asked to provide the Judiciary with web-based Desktop Deposit Services. This service will provide the Judiciary with the ability to deposit checks into the respective bank accounts 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 should outline any ACH conversion services available for check deposits.

The Judiciary may pilot these services in limited locations prior to implementing in its Judiciary offices statewide.

J. 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 account of original deposit only.

All advices of charges, together with the front and back of the original or certified copy of the returned check item(s) will be delivered to Judiciary within <u>three (3) business</u> <u>days</u> after debit to the account. The debit memo must contain, at a minimum, the following information for each returned item:

Account Number/ Account Name	
Depositing Agency's six-digit location number	
Debit Amount Charged	
Date Charged to the Account	

In Fiscal Year 2021, there were approximately **<u>1,000 returned items</u>**.

K. 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 the Judiciary 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 <u>minimum of three (3) years</u>. Any and all receipts applicable to this deposit procedure must be maintained by the primary vendor and all subcontractors for a <u>minimum of three (3) years</u>. 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 Judiciary deposit, the State will reject any imposed liability.

L. Disposable Deposit Bag Requirements

The vendor must provide disposable deposit bags for both the cash and check deposits for all Judiciary agencies. <u>No less than a three (3) months' supply of bags</u> (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 <u>all agency</u> pickup sites. For example, one pickup site may go over its allotted amount of bags (including its 30% reserve), but if the number of bags <u>in</u> <u>aggregate</u> for all the Judiciary pickup sites 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 <u>no less than a three (3) months'</u> <u>supply of bags per order as the need arises</u>. The vendor must deliver a bag order <u>within three (3) business days of the request</u>. 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 Judiciary pickup site.

The Judiciary will provide a list of the deposit bag quantities needed for each pickup. No annual allotment should exceed <u>1,500 check and cash bags combined for each</u> <u>of the 33 Judiciary pickup locations</u> (these estimates do not include the 30% reserve discussed below). The Judiciary may add or close pickup sites during the contract period.

1. Disposable Check Bag Requirements

After contract award and prior to contract commencement, the bank must supply each Judiciary pickup site with <u>no less than a three (3) month supply of industry</u> <u>standard 9" X 12" clear check bags</u>. A 30% reserve supply must be factored into the total requirements for all Judiciary pickup sites. 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 <u>an image of one (1) sample</u> <u>check bag with each proposal submission copy</u>. 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 Judiciary 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, Judiciary Project Manager and the Contract Administrator must be notified in writing. The bags must be approved by, the Judiciary 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 Judiciary pickup site with <u>no less than a three (3) month supply of industry</u> <u>standard 12" X 16" disposable, secure, opaque cash bags</u>. 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 Judiciary pickup sites. 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 <u>an image of one (1) sample</u> <u>cash bag with each proposal submission copy</u>. 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 Judiciary 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 Judiciary Project Manager and the Contract Administrator must be notified in writing. The bags must be approved by the Judiciary 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.

M. Deposit Slip Requirements

The bank must supply each of the <u>33 Judiciary pickup sites</u> with <u>encoded multi-part</u> <u>deposit slips</u> prior to contract commencement and as needed during the term of the contract, <u>at no cost to the State</u>. The Judiciary may add or close pickup sites during the contract period.

The Judiciary estimates that each of the <u>33 Judiciary pickup sites</u> will require an annual allotment on average of <u>1,300 encoded multi-part deposit slips per</u> <u>depositing account (containing Judiciary's six-digit location code)</u>. The actual listing of deposit ticket requirements by pickup site will be provided upon contract award.

It will be the responsibility of each pickup site to request deposit slips as the need arises. Delivery of the encoded multi-part deposit slips must be <u>within ten (10) business days</u> <u>of request.</u>

The bank must determine the multi-copy requirement of the deposit slip to meet the bank's internal processing functions, taking into account two copies remaining with the Judiciary pickup site. 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 Judiciary Bank Account Name

Pickup site name and corresponding location code example: Union County 202001 Judiciary Central Office Address

Each deposit slip must be MICR encoded with:

Agency's six-digit location number Bank ABA Number Bank Account Number

N. Endorsement Stamp Requirements

Checks from all Judiciary pickup sites will be stamp endorsed with the county name and a six-digit location number. The bank must provide endorsement stamps to each of these locations prior to contract commencement. All pickup sites will require <u>four (4)</u> <u>self-inking endorsement stamps per non-electronic deposit account</u>. The cost for the initial self-inking endorsement stamps and delivery charges must be provided; <u>at</u> <u>no cost to the State</u>. 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.

Each endorsement stamp must include the following information:

FOR DEPOSIT ONLY Bank name Account number State of New Jersey Judiciary Account name Account location and six-digit location number

O. Web-based Inquiry Communication System

The bank must provide the State with web-based access to <u>all</u> 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. Searches should be available by account, amount and location number.

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 <u>eighteen</u> (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 the Judiciary. 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.

<u>A minimum of three (3) sets of operating manuals</u> 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 <u>all</u> account data. Given the worst case scenario, the vendor must be completely functional <u>within</u> <u>forty-eight (48) hours of a major disaster</u>.

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 <u>8:00 a.m. E.T.</u> <u>the same day of settlement.</u>

All other transaction items (i.e. ACH Returns) must be available for viewing via the bank's Web-based Inquiry Communication System by <u>8:00 a.m. E.T. the</u> 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 **<u>eighteen (18) months with archive access for three (3) years</u>.**

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.

If additional file formats are needed the bank must work with Judiciary personnel to provide the data in a format that can be uploaded/downloaded to Judiciary systems including providing files in required formats sent via an automated process for updating Judiciary systems.

2. Web-based Cash Deposit Inquiry Module

For the account(s) established as a result of this RFP representatives from the Judiciary 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, location code and account number.

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

If during the course of retrieval, the bank is unable to produce a legible copy of a validated cash deposit slip, the bank, at no additional cost to the State, must obtain

96

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 <u>8:00 a.m. E.T. the day following deposit</u>. The bank's system must provide search capability by deposit date and deposit amount and location code and account number.

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

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 <u>within three (3) business days</u>.

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. If additional file formats are needed the bank must work with State personnel to provide the data in a format that can be uploaded/downloaded to State systems including providing files in required formats sent via an automated process for updating Judiciary systems.

a. Account Activity Detail

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

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. ACH returns reports must contain information that identify the original transaction.

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)

If additional file formats are needed the bank must work with State personnel to provide the data in a format that can be uploaded/downloaded to State systems including providing files in required formats sent via an automated process for updating Judiciary systems.

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 <u>8:00 a.m. E.T.</u> the same day as settlement:

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

1. Web-based Wire Transfer System

The bank must provide to the Judiciary a Web-based Wire Transfer System. The system must be capable of warehousing data <u>for up to two (2) weeks</u> until the transmission execution date. The system should have the capability of maintaining repetitive wires requiring only the date and amount to be entered and non-repetitive wires requiring the user to provide all pertinent wire information. The system must also have the capability to transfer funds between the accounts identified in the RFP.

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 <u>a minimum of three (3) user manuals</u>. 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 <u>thirty</u> (<u>30) minutes</u> 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.

The Judiciary 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

100

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 the Judiciary via email and telephone if a wire fails or is rejected. All contacts will be established after contract award.

P. Bank Statements and Reporting

1. 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, and hard copy bank statements when requested; <u>at no cost to the State.</u>

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

The Judiciary will require web-based access to daily and monthly bank statements. All credit and debit transactions must include the Judiciary's six-digit location number. Separate daily and monthly statements by account number are required.

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	
Beginning/Ending Balance	
Judiciary's six-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 (Debits/Credits)

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 Judiciary <u>within three (3) business days from the date of the request</u>. Contract information for appropriate detailed debit and credit memos will be provided after contract award.

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

See EXHIBIT Q for Sample Daily Bank Statements for the Judiciary.

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. E.T.** via the bank's Web-based Inquiry and Communication System. The Return Item Report must include the following information:

Account Number	
Judiciary's six-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/Serial Number
Total Debit Items
Total Debit Amount

Copies of any returned checks reported must be viewable on the bank's Web-based system.

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

See EXHIBIT R for a Sample Return Item Report for the Judiciary.

Q. 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 ensuring 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 Judiciary's 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 and 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	Daily Balance Reporting
9	Monthly Invoice and Bank Analysis
10	Reports (Hard copy and Web-based)
11	Bank Statements (Daily and Monthly) (Hard Copy and Web-based)
12	ACH Services (Credits and Debits)
13	Disaster and Recovery
14	Implementation and Testing
15	Training and Training Materials
16	All other deposit related matters

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

NOTE: A customer service group does not meet this requirement.

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 <u>fifteen (15) days prior to the change</u> becoming effective.

R. Training

A Judiciary training program must be provided by the bank prior to contract commencement. The Judiciary at its discretion may request an annual agency "refresher" training program. The bank must submit its proposed training agenda including topics for discussion, timeframes, handouts mode of training delivery for review and approval by the State. All relevant deposit preparation procedures, discrepancy claim procedures, bank supplies reordering procedures, as well as, armored car receipt and security procedures must be part of the training and training manual.

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

A minimum of <u>one (1) training manual per pickup site</u> must be provided prior to contract commencement. Any subsequent additions, deletions or revisions to the training manuals must be promptly forwarded to the Judiciary Project Manager via e-mail.

A separate training program will be required to thoroughly explain the bank's Webbased 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 the Judiciary 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 <u>three (3) sets of Web-based System operating manuals</u> 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.

VIII. IMPLEMENTATION AND TESTING

The bank must provide a detailed implementation and testing schedule in its proposal showing how implementation of services will be completed and fully tested prior to the contract commencement date listed in the Timetable of Events.

The bank is fully responsible for, and <u>must</u> take the lead in, the timely and successful implementation and testing for this contract and all services, files, transmissions, and any needed State approvals it requires. The State of New Jersey cannot continue service with its current provider to support a new provider's development, implementation, and/or testing needs.

This detailed 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, if applicable, establishing State access to all required modules of the bank's Web-based Inquiry/Communication System, reporting requirements, Desktop Deposit Services, armored car services, change order processing, file transfer testing, State approval of bank reports and bank statements and the training of necessary State personnel. The bank's implementation plan must be highly detailed and include clearly defined start and end dates for each critical RFP element along with how each element will be accomplished and who will be responsible.

During key implementation and testing phases the bank's assigned dedicated Senior Implementation/Project Manager must organize and lead weekly implementation status conference calls so as to define, organize, assign, and accomplish all implementation deliverables. The bank's dedicated Senior Implementation/Project Manager must work jointly with the State's defined Project Managers for the duration of the contract implementation and testing phases. The bank will be responsible for guiding the entire implementation team, both bank and State representatives, and must ensure all individuals involved are properly and appropriately informed of deliverable deadlines and the status of the contract implementation.

The initial meeting, the Contract Kick-off Meeting, the bank and the State must clearly define the deliverables for both parties and who is responsible for completing each task. All due

107

dates for each task must be noted and agreed upon. The bank's Senior Implementation/Project Manager is responsible for keeping track of the completion status of all tasks and include these status updates on the weekly implementation calls.

The State's Project Managers will be responsible for coordinating and assigning State personnel resources to each task of the project that requires State involvement. This project manager will keep State employees on track to reach defined deadlines accurately and on time.

The bank's dedicated Senior Implementation/Project Manager will be responsible for ensuring weekly meeting agendas are disbursed to the appropriate attendees in a timely manner prior to each meeting so that all individuals involved have time to closely review the agenda and be knowledgeable on the topics that will be discussed. Meeting minutes are the responsibility of the bank and should clearly define and outline what was accomplished during the meeting, what deliverables are due, and who is responsible for those deliverables for the next scheduled meeting.

If warranted, the State may request the bank send representatives to meet with State personnel at a centralized State location.

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.

IX. 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 X., VENDOR RESPONSE
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 wit 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.

X. 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 I. TERMS AND CONDITIONS, SECTION II. OTHER MANDATORY PROVISIONS* and *SECTION III. 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 FOR MVC** and **SECTION VII. SCOPE OF WORK FOR JUDICIARY** 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. <u>No special</u> <u>consideration shall be given after the bids are opened due to a bidder's failure to be</u> <u>knowledgeable of all the requirements of this RFP</u>. 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

NOTE: Questions marked with **[MVC]** or **[JUD]** relate only to that particular agency. If a guestion is not marked, then that question relates to both agencies, MVC and Judiciary, equally.

- Confirm the bank understands and accepts <u>all</u> 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 <u>all</u> 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 the <u>Trenton Office Complex (TOC)</u>, the <u>40 MVC agencies</u>, and the <u>33 Judiciary pickup sites</u>.

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 <u>subcontractors</u>, its officers, the contractual arrangements made therewith and state what services will be subcontracted. Confirm the bank will provide the State with <u>90 days</u> 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. <u>Confirm the bank understanding</u> 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 <u>merger/acquisition</u> 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 <u>official name change, system changes, account number</u> <u>changes, and ALL operational changes</u> 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, <u>and assume all cost</u> <u>incurred by the State, directly or indirectly, in connection with or as a result of the transition</u>.

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 <u>contract terminated for default</u> in the last <u>five (5) years</u>. 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* <u>State of New Jersey OIT File Transfer Guide</u>. The bank <u>must</u> clearly identify any/all methods of file transmission depicted in *EXHIBIT A* <u>State of New Jersey OIT File Transfer Guide</u> that it <u>can</u> support.

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

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

7. Confirm that bank will <u>maintain all records and other documentation</u> 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 <u>seven (7) years from the date of final payment</u>.

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

8. Respond to **SECTION II. OTHER MANDATORY PROVISIONS**:

- a. <u>Financial Statements</u>: The bank and any direct subcontractors must include their most recent audited financial statements or financial comments if a privately held company.
- <u>Ownership Disclosure Form</u>: The Bank and all subcontractors must complete an Ownership Disclosure Form and include copies with each bank proposal. See EXHIBIT B <u>Ownership Disclosure Form</u>.
- c. <u>Non-discrimination Law:</u> The Bank must acknowledge anti-discrimination law <u>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-</u> <u>31 through 10:5-38 and N.J.A.C. 17:27-3.4</u>, and abide by all rules and regulations issued thereunder.
- d. <u>Collateralization of Deposits</u>: Confirm the bank's ability to adhere to the Department of the Treasury Collateralization Policy. Refer to *EXHIBIT C Policy* <u>Statement: Department of the Treasury Collateralization Requirements for</u> <u>State Held Deposits</u>.
- e. <u>Proof of Registration Requirements</u>: The Bank and all subcontractors must submit a copy of the Business Registration Certificate(s) prior to the time of the contract award.
- f. <u>N.J.S.A. 52:34-13.2</u>: Confirm the bank and <u>all</u> subcontractors' ability to adhere to <u>N.J.S.A. 52:34-13.2</u>. The State prefers the vendor submit with its bid proposal *EXHIBIT D <u>N.J.S.A. 52:34-13.2 Certification</u>, 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 <u>five (5) business days</u> 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 E <u>Two-Year Chapter 51/ Executive</u> Order 117 Vendor Certification and Disclosure of Political Contributions Form within five (5) business days from the date on the "Intent to Award" <u>letter</u> issued by the Office of Management and Budget, Cash Management Unit.
- h. <u>Disaster Recovery Plan</u>: 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 <u>48 hours</u> of a major disaster.

Confirm the bank is able to receive and process data files from the State via electronic transmission.

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. <u>Destruction Requirements</u>: Confirm the bank will destroy <u>all</u> public documents in accordance with State regulations and follow the retention schedule promulgated by NJDORES.
- 9. Confirm the <u>compensating balance</u> 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. Confirm the bank's understanding that a customer service group does not meet the requirement for customer service staffing.
- 11. For reference purposes, provide the names, addresses, contacts and telephone numbers for <u>three (3) of your present customers</u> 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 <u>increase or</u> <u>decrease the number of accounts</u> 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 <u>(ZBA) procedures/capabilities</u>. 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 the State 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 <u>no later than 3:00 p.m. E.T.</u>

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 <u>National Automated Clearing House Association</u> (<u>NACHA</u>) 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 <u>all ACH transaction items</u> 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 <u>8:00 a.m. E.T.</u> the morning after the transaction item is received by the bank. Confirm the bank's Web-based Inquiry Communication State personnel with online access to the most recent eighteen (18) months of ACH transaction detail and report generating capabilities.
- 17. [MVC] 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 <u>all</u> State bank accounts.
- 18. [JUD] Confirm that the bank can protect accounts against unauthorized ACH debit activity. Confirm the bank will notify Judiciary immediately via email if unauthorized attempts are made to access State funds. Confirm the bank will cooperate with Judiciary personnel to identify violators and to protect the integrity of <u>all</u> State bank accounts. The

bank should outline any ACH procedures that will assist the Judiciary in minimizing the number of dishonored ACH transactions.

19. [MVC] Confirm the bank will utilize an <u>armored car service to perform the daily check</u> <u>and cash pickups and change requisition services</u> at the MVC agency locations depicted in *EXHIBIT I <u>Motor Vehicle Commission Agency Listing</u>.* 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.

20. [JUD] Confirm the bank will utilize an <u>armored car service to perform the daily check</u> <u>and cash pickups</u> at all Judiciary pickup locations depicted in *EXHIBIT P Judiciary* <u>*Pickup Site Listing*</u>. 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 Judiciary 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 Judiciary pickup sites will not be interrupted. Confirm the bank's understanding that a credit for each missed pickup must be reflected on the monthly analysis.

21. **[MVC]** Confirm the bank and armored car will not honor more than <u>two (2) change orders</u> per week unless they receive written permission from the Contract Admistrator.

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 the <u>Trenton Office Complex (TOC)</u> and each of the <u>40</u> <u>MVC agenices</u> with <u>encoded mulit-part deposit slips</u> 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 fullfill 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 <u>40 MVC agencies</u> and the <u>Trenton Office Complex (TOC)</u>.

22. **[JUD]** Please provide change order policies and clearly defined step by step change order processing procedures from call placement to change order delivery and verification.

This is not a required service at the commencement of this contract, however, the Judiciary may consider utilizing this service at a future date.

23. Describe the <u>hiring procedures for the armored car personnel</u> 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 <u>not</u> 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? 24. [MVC] Confirm the bank's ability to meet the **Deposit Pickup Locations, Times and Procedures** as depicted in **SECTION VI. SCOPE OF WORK FOR MVC**.

Confirm the armored car employees will arrive at the pickup locations daily (Monday-Friday) **between the hours of 8:00 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).

25. **[JUD]** Confirm the bank's ability to meet the **Deposit Pickup Locations, Times and Procedures** as depicted in **SECTION VII. SCOPE OF WORK FOR JUDICIARY**.

Confirm the armored car employees will arrive at the pickup locations daily (Monday-Friday) **between the hours of 8:30 a.m. E.T. and 4:30 p.m. E.T.** with the supplies necessary to accommodate the size and scope of each pickup location including: company issued identification, and a handheld scanner (with receipt printing capabilities).

- 26. Confirm the bank's ability to meet the <u>Check Deposit Preparation Procedures</u> as depicted in *SECTION VI. SCOPE OF WORK FOR MVC and SECTION VII. SCOPE OF WORK FOR JUDICIARY*. Clearly identify the bank's check bag preparation procedures and describe the bank's recommended check deposit preparation procedure. Explain how the MVC agencies and Judiciary pickup sites can best minimize deposit discrepancies and disputes.
- 27. Confirm the bank's ability to meet the <u>Cash Deposit Preparation Procedures</u> as depicted in *SECTION VI. SCOPE OF WORK FOR MVC* and *SECTION VII. SCOPE OF WORK FOR JUDICIARY*. Clearly identify the bank's cash bag preparation procedure and describe the bank's recommended cash deposit preparation procedure. Explain how the bank prefers MVC agencies to handle the placement of the "special item" cash deposit slips. Explain how the MVC agencies and Judiciary pickup sites can best minimize cash discrepancies and deposit disputes.
- 28. Confirm the bank's ability to meet the <u>Deposit Pickup Receipt Confirmation</u> <u>Procedures</u> as depicted in SECTION VI. SCOPE OF WORK FOR MVC and SECTION VII. SCOPE OF WORK FOR JUDICIARY.

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 <u>not</u> 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 <u>a minimum of three (3) years from the date of deposit</u>.

For evaluation purposes, bidders must include a sample armored car deposit receipt with its bid submission. The bank shall outline its procedure for transfer of custody if the hand held scanner is not working. The bank shall indicate if it will require/accept a hard copy log to be signed as proof of transfer of custody.

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.

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

29. 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 <u>three (3) years of the deposit pickup date</u>.

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

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

31. [JUD] Confirm the bank will deliver via email or via the bank's Web-based Inquiry System cash adjustment memos to the Judiciary. Define the bank's recommended cash deposit discrepancy procedure. Confirm the bank will deliver adjustment memo information within <u>twenty-four 24 business hours</u> or hard copy within <u>three (3) business days</u>. For evaluation purposes, please provide a sample cash 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?

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

33. [JUD] Confirm the bank will deliver via email or via the bank's Web-based Inquiry System check adjustment memos to the Judiciary. Define the bank's recommended check deposit discrepancy procedure. Confirm the bank will deliver adjustment memo information within <u>twenty-four 24 business hours</u> or hard copy within <u>three (3) business days</u>. For evaluation purposes, please provide a sample check 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?

34. Confirm the bank can meet the required <u>deposit credit and availability requirements</u> as depicted in SECTION VI. SCOPE OF WORK FOR MVC and SECTION VII. SCOPE OF WORK FOR JUDICIARY, <u>Deposit Credit and Availability</u>.

Confirm that all deposits picked up each day will be processed for collection and credited to the proper MVC and Judiciary Accounts on the pickup date or the day after.

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 <u>not</u> adjust the deposit slips to match the actual deposit.

35. Identify the **processing facilities** that will be utilized to process check and cash deposits for MVC and Judiciary. If the processing facilities are located outside New Jersey, describe the bank's procedures to ensure same day or next day credit.

Provide the depository check volumes for the bank's three (3) largest customers for the months of June and July 2021. (Account holder names are not required). Will the deposits generated by the MVC and Judiciary be processed at the same facilities? If so, how will the State's depository check volume impact the bank's daily processing operations?

36. Confirm the bank's ability to provide the State with <u>four (4) Web-based Desktop Deposit</u> <u>Scanners</u> 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 **<u>ninety (90)</u>** days of **business**</u>. The bank must also disclose its retrieval procedures and turnaround response times.

- 37. Confirm the bank can comply with the <u>Dishonored Checks</u> requirements depicted in SECTION VI. SCOPE OF WORK FOR MVC and SECTION VII. SCOPE OF WORK FOR JUDICIARY. 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. The bank should outline its ACH conversion processes or any processes that can assist MVC and Judiciary in minimizing the number of returned items.
- 38. Explain the bank's <u>Claim Procedures</u> requirements depicted in SECTION VI. SCOPE OF WORK FOR MVC and SECTION VII. SCOPE OF WORK FOR JUDICIARY, 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 <u>minimum of three (3) years from the date of deposit</u>. Define the bank's counterfeit procedures and liability issues. Explain how the MVC agencies and Judiciary pickup sites can minimize the number of counterfeit bills accepted for payment.
- 39. For evaluation purposes, bidders must include <u>an image of each cash and check bag</u> 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 the <u>Trenton Office Complex</u> (<u>TOC</u>), the <u>40 MVC agencies</u>, and the <u>33 Judiciary pickup sites</u> with the number of cash and check bags as detailed in the RFP, <u>at no cost to the State</u>. Confirm the bank is willing to supply the cash deposit straps, coin envelops, endorsement stamps and bar coded deposit bag stickers as detailed in the RFP, <u>at no cost to the State</u>. Describe the bank's re-ordering procedures for deposit bags, coin envelopes and currency straps and identify the bank contact for reorders.

40. Confirm the bank is willing to provide the <u>Trenton Office Complex (TOC)</u>, the <u>40 MVC</u> <u>agencies</u>, and the <u>33 Judiciary pickup sites</u> with <u>encoded multi-part deposit slips</u> that meet the specifications and quantities depicted in the RFP, <u>at no cost to the State</u>.

Confirm that orders for additional encoded multi-part deposit slips can be filled <u>within ten</u> (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 <u>two (2) copies</u> will remain with the MVC Agency and Judiciary pickup site. 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.

- 41. [MVC] Confirm the bank's ability to provide six (6) agency locations (Eatontown, Newark, Paterson, Trenton, Wayne, and West Deptford) with <u>eight (8) self-inking endorsement stamps</u> (containing the agency name and a four-digit location number); <u>at no cost to the State</u>. The bank must identify in its proposal its fee for additional endorsement stamps and a contact person for reordering.
- 42. [JUD] Confirm the bank's ability to provide each Judiciary pick up site with <u>four (4) self-inking endorsement stamps per non-electronic deposit account</u> (containing the agency name and a six-digit location number); <u>at no cost to the State</u>. The bank must identify in its proposal its fee for additional endorsement stamps and a contact person for reordering.
- 43. Provide a <u>detailed description of the bank's Web-based Inquiry Communication</u> <u>System</u> 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 <u>a minimum of</u> <u>eighteen (18) months with archive access for three (3) years from the transaction</u>

124

<u>date</u>. 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 <u>8:00 a.m.</u> <u>E.T. on the next business day.</u> Confirm these images will be available for online viewing for <u>a minimum of eighteen (18) months with archive access for three (3) years from the deposit date.</u>

44. Confirm the bank's <u>Web-based Inquiry Communication System</u> 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 the MVC agencies and Judiciary sites location numbers on all web-based modules and bank provided documents. Confirm the bank's ability to provide daily and monthly files (to be uploaded to Judiciary systems) containing all current month transaction data in a format required by the Judiciary.

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.

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

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. Confirm the bank will immediately notify Judiciary via the online wire transfer system if a wire fails or is rejected.

46. Confirm the bank's Web-based Wire Transfer System is <u>capable of warehousing data</u> <u>for up to two (2) weeks</u> 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.

47. Confirm the bank will <u>adequately train State personnel on the use of its Web-based</u> <u>Wire Transfer System</u> and provide <u>a minimum of three (3) user manuals</u>. 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, <u>8:00 a.m. E.T. to 5:00 p.m. E.T.</u> 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.

- 48. [MVC] Confirm the bank's ability to electronically provide the daily required automated balance reporting (prior day summary and detail) as defined in the RFP <u>by 7:30 a.m. E.T.</u> in the unencrypted BAI2 format directly to the State's vendor, Fidelity National Information Services, Inc., using Secure File Transfer Protocol (SFTP).
- 49. [MVC] Confirm the bank can provide the Account Reconciliation Solution information to the State's third-party vendor, Blackline Inc., by <u>7:30 a.m. E.T.</u>, as outlined in this RFP. Define any information the bank cannot provide, if any.
- 50. For evaluation purposes, bidders must provide <u>samples of all the reports and bank</u> <u>statements</u> requested in the RFP. Include a copy of all the bank's standard reports which would be helpful in the State's reconciliation process.
- 51. Provide the <u>names and contact information for the officers and management</u> <u>personnel</u> (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	

Confirm the bank's understanding that customer service group does not meet this requirement.

52. The bank must submit <u>two (2) separate training agendas and schedules</u> 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 <u>Trenton Office Complex (TOC)</u>, the <u>40 MVC agencies</u>, and the <u>33 Judiciary pickup sites</u> including 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 <u>four (4) days of training broken down into two</u> (2) three-hour sessions per region. Confirm the bank will supply <u>one (1) training</u> <u>manual per agency</u> prior to contract commencement and any subsequent additions, deletions or revisions to the training manuals will be promptly forwarded to the Judiciary and MVC agency supervisors via e-mail.

The second training scenario must be geared towards the audit and reconciliation needs of the Judiciary, MVC, and OMB, Cash Accounting 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 <u>three (3) sets of Web-based System</u> <u>operating manuals</u> and any subsequent additions, deletions or revisions to the manuals will be promptly forwarded to the State.

- 53. Provide a <u>detailed implementation schedule</u> to achieve the <u>September 1, 2022</u> 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, 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.
- 54. 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.

XI. COST SCHEDULE

All prices submitted must remain firm and fixed for the term of the contract. All prices proposed must be inclusive of all bank supplies, postage and delivery fees, equipment costs, server space, storage fees, travel expenses, overhead, FDIC charges, profit, etc. as needed to fulfill the RFP specifications.

All costs associated with initial programming, testing, training, and post-implementation meetings must be bundled into the banking fees and are not permitted to be listed as separate line items on the Cost Schedule.

All bank-specific service acronyms and abbreviations must be clearly defined.

All methods of measurements that differ from the pre-established methods listed below must be clearly identified for each priced item.

All services that supplement or extend beyond the State's basic Scope of Work service requirements must be clearly identified as "optional services." All optional service pricing should be clearly listed in a separate cost schedule, and the optional service clearly explained.

Following are the pricing categories that are appropriate for this RFP. It is not necessary to provide pricing for each category. When completing the pricing schedule, place an "NA" in each category for which a charge is not applicable. Banks, however, must bundle their pricing categories to best accommodate the pricing categories contained on the current Cost Schedule. If a bank must add a new pricing category, the bank must clearly define the new category of service, explain any association the new category has with existing pricing categories on the Cost Schedule and provide a clear method of measurement for the additional pricing element.

The bank is not permitted to initiate debits against the State's account for any services.

	Account Services and Maintenance	
1	Account Maintenance Fee	\$ /Account/Month
2	ZBA Maintenance Services	\$ /Account/Month
3	Funds Transfer (Wires Out)	\$ /Per Wire
4	BAI Monthly Base (Automated Daily Balance Reporting Prior Day Summary & Detail) [MVC Only]	\$ /Account/Month
5	BAI Monthly Base - BlackLine [MVC Only]	\$ /Account/Month
	Deposit Services and Supplies	
6	Deposits (Checks and Cash)	\$ /Per Deposit
7	Deposited Items (Checks Processed)	\$ /Per Item
8	Deposit Processed (Cash)	\$ /Per Deposit
9	Re-deposited Items	\$ /Per Item Re-deposited
10	Returned Items	\$ /Per Returned Item
11	Deposit Corrections	\$ /Per Correction
12	Encoded Deposit Slip (beyond annual requirement)	\$ /Per Ticket
13	Clear Check Bags (beyond annual requirement)	\$ /Per Bag
14	Opaque Cash Bags (beyond annual requirement)	\$ /Per Bag
15	Endorsement Stamps (Replacement Stamps-beyond requirement)	\$ /Per Stamp
16	Cash Vault Monthly Base	\$ /Per Location
	Desktop Deposit Services	
17	Desktop Deposit Implementation Fee	\$ /Per Location
18	Desktop Deposit Monthly Maintenance	\$ /Per Location/Month
19	Desktop Deposit – credit posted	\$ /Per Deposit
20	Deposited Items	\$ /Per Item

21	Electronic Credits Posted	\$ /Per Credit
22	Desktop Deposit Report per Item	\$ /Per Item
23	Desktop Deposit Item Image Retrieved	\$ /Per Item Imaged
24	Desktop Image Scanner (for contract term, including scanner maintenance)	\$ /Per Scanner
	ACH Services	
25	ACH Credit (CCD, CCD+, PPD)	\$ /Per Credit
26	ACH Debit Block/Filter Service	\$ /Account/Month
	Web-based Services	
27	Web-based Product Maintenance (If applicable)	\$ /Month
28	Web-based Funds Transfer Maintenance (If applicable)	\$ /Month
29	Web-based Account Inquiry	\$ /Per Inquiry
30	Web-based ACH Inquiry	\$ /Per Inquiry
31	Web-based Deposit Item Image (All items imaged)	\$ /Per Item Imaged
	(OR)	
32	Web-based Deposit Item Image (Per item viewed)	\$ /Per Item Viewed
	Armored Car Services	
33	Agency Armored Car Pickup (Five days a week)	\$ /Location/Month
	Change Requisition Services	
34	Change Requisition Order (fulfilled via Armored Car)	\$ /Per Order
35	Change Requisition Order (fulfilled via Armored Car) - per dollar value	\$ /Per Dollar
36	Change Requisition Order (fulfilled via Armored Car) - per roll of coin	\$ /Per Rolled Coin
37	Change Requisition Order (fulfilled via local bank branch)	\$ /Per Order
38	Change Requisition Order (fulfilled via local bank branch) - per dollar value	\$ /Per Dollar

39	Change Requisition Order (fulfilled via local bank branch) - per roll of coin	\$ /Per Rolled Coin
	Programming	
40	Programming Fees (If Applicable) indicate number of hours	\$ /Per Hour