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REQUEST FOR PROPOSAL

CONSOLIDATED BANKING AND ARMORED CAR SERVICES

FOR

THE MOTOR VEHICLE COMMISSION

I. BACKGROUND

The Motor Vehicle Commission (MVC) currently utilizes armored car services for its daily deposit requirements at its agencies throughout the State. This mechanism enables the MVC to consolidate and standardize the collection and the deposit of the daily receipts.

Currently there are 45 MVC agencies and four (4) State regional offices. See EXHIBIT H Motor Vehicle Commission Agency Listing for the most recent agency listing including addresses and late night opening. Daily armored car pickup and deposit processing will be required for all MVC agencies unless indicated otherwise.

For identification and pricing purposes the State has broken down the counties into three distinct zones. The bank has the option to submit separate pricing for each zone. However, the bank is not permitted to subcontract with more than one armored car subcontractor.

ZONE 1 Consisting of 6 counties and a total of 17 agencies.

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>AGENCIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bergen</td>
<td>4</td>
</tr>
<tr>
<td>Essex</td>
<td>3</td>
</tr>
<tr>
<td>Hudson</td>
<td>3</td>
</tr>
<tr>
<td>*Passaic</td>
<td>4 *Including the Wayne Regional Service Center</td>
</tr>
<tr>
<td>Morris</td>
<td>2</td>
</tr>
<tr>
<td>Sussex</td>
<td>1</td>
</tr>
<tr>
<td>TOTAL</td>
<td>17</td>
</tr>
</tbody>
</table>
ZONE 2  Consisting of 6 counties and a total of 13 agencies

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>AGENCIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union</td>
<td>3</td>
</tr>
<tr>
<td>Middlesex</td>
<td>3</td>
</tr>
<tr>
<td>*Monmouth</td>
<td>4</td>
</tr>
<tr>
<td>*Including the Eatontown Regional Service Center</td>
<td></td>
</tr>
<tr>
<td>Somerset</td>
<td>1</td>
</tr>
<tr>
<td>Hunterdon</td>
<td>1</td>
</tr>
<tr>
<td>Warren</td>
<td>1</td>
</tr>
<tr>
<td>TOTAL</td>
<td>13</td>
</tr>
</tbody>
</table>

ZONE 3  Consisting of 9 counties and a total of 19 agencies

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>AGENCIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Mercer</td>
<td>3</td>
</tr>
<tr>
<td>*Including the Trenton Regional Service Center (No armored car pick up for NJCAR)</td>
<td></td>
</tr>
<tr>
<td>Burlington</td>
<td>2</td>
</tr>
<tr>
<td>Camden</td>
<td>3</td>
</tr>
<tr>
<td>*Gloucester</td>
<td>3</td>
</tr>
<tr>
<td>*Including the W. Deptford Regional Service Center</td>
<td></td>
</tr>
<tr>
<td>Salem</td>
<td>1</td>
</tr>
<tr>
<td>Cumberland</td>
<td>2</td>
</tr>
<tr>
<td>Ocean</td>
<td>3</td>
</tr>
<tr>
<td>Atlantic</td>
<td>1</td>
</tr>
<tr>
<td>Cape May</td>
<td>1</td>
</tr>
<tr>
<td>TOTAL</td>
<td>19</td>
</tr>
</tbody>
</table>

Currently, all MVC agencies are open Monday through Friday from 8:00 a.m. to 4:30 p.m. and Saturday from 8:00 a.m. to 12:00 p.m. There is currently no requirement for a Saturday armored car pickup. In addition, each agency remains open one week night until 7:30 p.m.

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

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

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

The purpose of this request is to solicit proposals from qualified New Jersey banks for the establishment and maintenance of one (1) State Account and for accurate and timely processing of all banking services and armored car services associated with this account.

<table>
<thead>
<tr>
<th>ACCOUNT #</th>
<th>MOTOR VEHICLE COMMISSION DEPOSITORY ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MVC General Depository Zero Balance Account</td>
</tr>
</tbody>
</table>

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

See EXHIBIT A for a detailed description of the MVC Account Structure and Funds Flow.

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.

<table>
<thead>
<tr>
<th>Establishment and maintenance of one (1) depository account</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zero balance account services</td>
</tr>
<tr>
<td>Daily pickup of checks and cash via an armored car</td>
</tr>
<tr>
<td>Daily hard copy and web-based bank statements</td>
</tr>
<tr>
<td>Daily balance reporting (Prior day Summary and Detail – Automated to Treasury Workstation via Web in BAI2)</td>
</tr>
<tr>
<td>Web-based daily download of detail transaction reporting (prior day information)</td>
</tr>
<tr>
<td>Web-based wire transfer functionality with intra-day reporting</td>
</tr>
<tr>
<td>Web-based account inquiry and reporting capabilities</td>
</tr>
<tr>
<td>Web-based image delivery (validated deposit slips and checks)</td>
</tr>
<tr>
<td>Encoded deposit slips with agency specific information</td>
</tr>
<tr>
<td>Disposable check bags and disposable opaque cash bags</td>
</tr>
<tr>
<td>Coin envelopes, currency straps and endorsement stamps with agency specific information</td>
</tr>
<tr>
<td>ACH receiving capabilities (CCD, CCD+ or PPD formats)</td>
</tr>
<tr>
<td>ACH Debit Block</td>
</tr>
<tr>
<td>--------------------------------</td>
</tr>
<tr>
<td>Timely reports per RFP specifications</td>
</tr>
<tr>
<td>Contingency plan and reliable backup in case of system failure</td>
</tr>
<tr>
<td>Timely, reliable customer services, including technical support and training</td>
</tr>
</tbody>
</table>
III. TERMS AND CONDITIONS

A. Applicable Rules and Regulations

The vendor must be a state or nationally chartered bank, with a 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 ACH association(s) and ACH operators.

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

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

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

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

Proposals that do not conform with or take exception to the State of New Jersey’s terms and conditions, other mandatory provisions and payment methods and terms, as set forth in this RFP, will be considered non-responsive and therefore rejected.
The entire content of this RFP, all addenda and the bank’s proposal will become the basis for any award and contract. These documents shall, whenever possible, be construed in harmony. However, if there is a conflict between the terms contained in these documents, the order of precedence shall be: (1) the addendum(s); (2) the RFP; and (3) the bank’s proposal.

B. Project Management

This Request for Proposal (RFP) has been prepared by the Department of Treasury, the Division of Revenue and the Motor Vehicle Commission and issued through the Department of Treasury, Office of Management and Budget, Cash Management Unit. The Cash Management Unit is the sole point of contact for the purpose of this RFP. After contract award, the Division of Revenue is charged with the responsibility for the administration of the MVC General Treasury Depository Zero Balance Account and will be the contact agency after contract award.

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

   Joseph Severino  
State of New Jersey  
Division of Revenue  
160 South Broad Street  
PO BOX 628  
Trenton, New Jersey 08648  
Phone: 609-633-7391  
E-mail: Joseph.Severino@treas.state.nj.us

C. Timetable of Events

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

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Request</td>
<td>April 25, 2008</td>
</tr>
<tr>
<td>Mandatory Bidders’ Conference</td>
<td>May 21, 2008</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>June 2, 2008</td>
</tr>
<tr>
<td>Anticipated Award Date</td>
<td>July 29, 2008</td>
</tr>
</tbody>
</table>
D. Mandatory Bidders' Conference

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

    DATE: May 21, 2008
    TIME: 10:00 a.m.
    PLACE: Department of the Treasury
            Purchase Bureau Bid Room – 9th Floor
            33 West State Street
            Trenton, New Jersey 08625

During the conference, the RFP requirements will be reviewed and questions from interested bidders addressed.

Any deferred questions arising from the bidders' conference will be responded to in writing and distributed only to those vendors in attendance at the conference. Responses will be provided by hardcopy, e-mail or via the OMB Banking Services website. Oral explanations given anywhere but at the bidders' conference shall not be binding.

E. RFP Questions from Bidders

Before the mandatory bidders' conference, interested bidders should submit written questions regarding this document to the Cash Management Unit, on or before May 12, 2008 to the following address:

    Charlene M. Mello
    State of New Jersey
    Department of the Treasury
    OMB, Cash Management Unit
    33 West State Street
    PO BOX 221
    Trenton, New Jersey 08625-0221

Or questions can be e-mailed to the following address:
Questions will be responded to at the bidders’ conference.

F. Revisions to the Request for Proposal

If it becomes necessary to revise any part of the RFP prior to the mandatory conference, time permitting, revisions will be made in the form of a written addendum and made available on the OMB Banking Services website. Also, that same addendum will be provided in hardcopy to all vendors who attend the conference.

If revisions are necessary after the mandatory conference, the revisions will subsequently be provided either in hardcopy to the conference attendees, e-mailed to the attendees or, through a notice to the attendees that the revisions are on the OMB Banking Services website.

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

G. Proposal Due Date

In order to be considered for selection, one original, clearly marked "ORIGINAL", signed by an officer who is authorized to bind the respondent contractually, and six (6) copies of the proposal must arrive on or before the date specified in the Timetable of Events and addressed as follows:

Charlene M. Mello
State of New Jersey
Department of the Treasury
OMB, Cash Management Unit
33 West State Street
PO BOX 221
Trenton, New Jersey 08625-0221
H. **Oral Presentation and Vendor Site Visitation/Inspection**

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

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

At the time of proposal evaluation, the State reserves the right to inspect the vendor's facilities, including any and all subcontractors' facilities. Any time after award, the State reserves the right to inspect the vendor's facilities, including any and all subcontractors' facilities without prior notice by the State. However, if circumstances warrant prior notice because of security or proprietary considerations, please include an explanation of such reservation in your response. Failure to comply with this request may result in disqualification or termination of the contract.

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

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

I. **Contract Award**

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

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

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

J. Length of Contract

The contract will be for a **three (3) year term**. The bank may not close any accounts until officially notified by the Department of the Treasury. The Department of the Treasury will be responsible for opening and closing all accounts.

K. Contract Extension

The State will have the option to extend the contract for **two (2) one-year periods**, or any portion thereof, if deemed in the best interest of the State to do so. The vendor will be notified of the State's intent at least **90 days** prior to the expiration date of the existing contract. The vendor will have **15 calendar days** to respond to the State's request. If the vendor agrees to the extension all terms and conditions of the original contract and any mutually agreed to changes will apply.

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

L. Vendor Right to Protest

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

For all Cash Management contract protests, although N.J.A.C 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.

M. 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 bank at least thirty 30 days prior to such proposed termination date unless otherwise provided herein. At contract termination, the vendor must cooperate fully with the State and the new contract vendor to affect a smooth transition, which would include transferring all necessary databases, files and other information needed for the continued operation of the application.

N. Contract Continuity/Transitional Period

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

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

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

P. **Prime Contractor Responsibilities**

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

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

Q. Subcontracting

All subcontractors must be approved by the State. If the bank has knowledge prior to proposal submission date that any part of the work covered by this request will be subcontracted, the bank shall 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 bank desires to employ or replace any subcontractor, the bank must provide 90 days written notice to the State. The State will evaluate the replacement firm's qualifications. No replacement firm shall begin work without prior State approval.

The prime contractor is totally responsible for adherence by the subcontractor to all provisions of the contract between the bank and the State. Nothing contained in these specifications or subsequent specifications shall be construed as creating any contractual responsibility between the subcontractor(s) and the State.

R. 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.
S. Cost Liability

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

T. Ownership of Material

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

U. Data Confidentiality

All data contained in the documents or files supplied by the State are to be considered confidential and shall be solely for the use of the State. All Account files are presently designated “Confidential” as defined in EXHIBIT B The Future Direction of OIT – Security for Asset Classification and Control. The bank must define their process for meeting “Confidential” requirements. They must have the ability to secure the data as “Secret” if OMB requires this level of security in the future.

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

V. 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.
W. Accounting Records

The vendor is required to maintain accounting records and other documentation needed for the execution of any and all agreements. This will include, but not be limited to, copies of deposits, monthly invoices and monthly analyses. These records must be made available to the State at all reasonable times during the contract term and for a period up to seven (7) years from the date of final payment.

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

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

X. Severability Clause

In the event that any provision of this RFP or any 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.

Y. Indemnification

The vendor shall assume all risk of and responsibility for and agrees to indemnify, defend and hold harmless the State and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property or any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under any agreement. This indemnification obligation
is not limited by, but is in addition to, the insurance obligations contained in this agreement.

Z. 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 **30 days** written notice to the State of New Jersey, Department of the Treasury. All insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater.

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

   - Broad Form Comprehensive General
   - Liability Products/Completed Operations
   - Premises/Operations

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

2. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1 million per occurrence as a combined single limit.

3. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
$100,000 Bodily Injury Each Occurrence
$100,000 Disease Each Employee
$500,000 Disease Aggregate Limit

AA. Conflict of Interest

No award will be made to a vendor who in the opinion of the Department of the Treasury has 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.

BB. Public Records

The entire content of each bid response is a public record and, as required by the New Jersey Law, is available for public inspection. Persons who wish to read proposals should make an appointment by calling the Department of the Treasury, Office of Management and Budget, Cash Management Unit at: (609) 292-4468.

CC. Single Response

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

A. Financial Statements

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

B. Ownership Disclosure Form

The vendor and any known subcontractors must complete the enclosed Ownership Disclosure Form and return it with your proposal. See EXHIBIT C Ownership Disclosure Form.

C. Non-discrimination Law

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

D. 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.

The Division of Revenue’s Client Registration Bureau provides proof of registration certificates to all registrants. Business Registration Certificates (BRC) list basic business identification information and unique registration sequence numbers that can be verified by the Client Registration Bureau.
Pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its Business Registration Certificate as part of its bid submission. As mandated by this bill, failure to submit a copy of the Business Registration Certificate within the bid proposal will be deemed non-responsive and therefore will result in disqualification of the bid proposal.

The statute also requires that all contract vendors submit a copy of the Business Registration Certificate for each subcontractor they intend to use prior to contract implementation. The law prohibits contractors from entering into a contract with a subcontractor who has not provided the contractor a copy of its Business Registration Certificate.

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

Any questions in regard to business registration requirements can be directed to the Division of Revenue at (609) 292-1730.

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

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

   a. 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
b. 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

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

2. Source Disclosure Requirements

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

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

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

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

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


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

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

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

F. Public Law 2005, Chapter 51

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 (N.J.S.A 19:44A-20.13-20.25 supersedes Executive Order 134 (2004)). Pursuant to the requirements of Public Law 2005, Chapter 51 (N.J.S.A 19:44A-20.13-20.25), the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

1. C.19:44A-20.18 Report of contributions by business entities as part of State Procurement process

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

In order to further simplify the State Contractor Political Contribution Compliance process, one form can now be utilized to report all contributions the business entity made during the preceding four years prior to bid submission and to report any contribution it makes during the term of the contract, and any extension(s) by
submitting EXHIBIT E Public Law 2005, Chapter 51 - Certification and Disclosure. Instructions for completing the form are detailed in EXHIBIT F Public Law 2005, Chapter 51- Instructions.

The submission of EXHIBIT E Public Law 2005, Chapter 51 - Certification and Disclosure will be required five (5) business days from the date on the “Intent to Award” letter issued by the Office of Management and Budget, Cash Management Unit.

If the State Treasurer determines that any such contribution, or any other act that would constitute a breach of contract pursuant to section 9 of this act, poses a conflict of interest in the awarding of any contract or agreement, the State Treasurer shall disqualify such business entity from bidding on or being awarded such contract or agreement.

2. C.19:44A-20.19 Written certification by business entities relative to contributions (and continuing obligation)

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 or independent authorities, as the case may be, shall require the business entity to provide a written certification that it has not made a contribution that would bar the award of the contract pursuant to this act. 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 all contributions made during the term of such contract, and any extension(s) thereof.

Such disclosures are to be submitted by the business entity to the Office of Management and Budget, Cash Management Unit. The disclosures are to be made using EXHIBIT E Public Law 2005, Chapter 51 - Certification and Disclosure and are subject to review by the State 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.

3. C.19:44A-20.21 Breach of terms of government contract concerning contributions

It shall be a breach of the terms of the government contract for a business entity to: (i) make or solicit a contribution in violation of this act; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contributions on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which is made or solicited by the business entity itself, would subject that entity to the restrictions of this act; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this act; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of this act.

4. State Treasurer Review

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, 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.
G. Disaster Recovery Plan

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

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

The vendor must fully cooperate during any and all disaster recovery testing operations initiated by the State. It must be ready to receive and validate test files transmitted or delivered from a State of New Jersey disaster recovery exercise.

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

H. Collateralization of Deposits

The State Treasurer shall require from the vendor a deposit of bonds, notes, certificates of indebtedness of bill 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 obligation now or hereafter authorized by the law as security for public deposits.

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

I. **Image Processing of Public Records & Certification of Image Processing Systems**

The Division of Archives and Records Management (DARM) has set forth the standards, procedures and rules for image processing of public records for the preservation, examination and use of such records, including indexing and arrangement thereof as required by Public Law 1953, c. 410 N.J.S. 47:3-26 et al.), and P.L. 1994, c.140 (N.J.S. 47:3-26 as amended).

Please access the following Department of State, Division of Archives and Records Management websites for standards, procedures and rules for image processing of public records and certification of image processing systems:

http://www.state.nj.us/state/darm/links/njac-15-3-4.html

V. PAYMENT METHOD AND TERMS

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

A. Compensating Balances

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

The basis for the earnings rate will be determined from the average of each month’s 91 day T- bill auctions. All auctions for which the settlement date falls in that month will be included in the month’s simple average. The coupon equivalent yield of each auction will be used.

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

B. Payment Terms

If necessary, the bank will invoice the State monthly. The bank must provide the invoice within 30 days after the close of each month (on a calendar month basis) for which services were provided. One combined invoice and analysis will be required for all accounts.
C. Monthly Analysis

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

The invoice and analysis are to be sent to:

Charlene M. Mello  
State of New Jersey  
Department of the Treasury  
OMB, Cash Management Unit  
33 West State Street  
P.O. BOX 221  
Trenton, New Jersey 08625-0221
VI. SCOPE OF WORK

A. Account to be established

The State will establish the following depository account in the vendor bank:

<table>
<thead>
<tr>
<th></th>
<th>MVC General Treasury Depository Zero Balance Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

The State’s initial requirements will include the establishment and maintenance of a MVC General Treasury Depository Zero Balance Account and the accurate and timely processing of all banking services and reports related to the account. Each depositing MVC agency will be identified by its own four-digit location number. Every business day one (1) ACH credit and multiple check and cash deposits will be made to the MVC General Treasury Depository Zero Balance Account.

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 A for a detailed description of the MVC Account Structure and Funds Flow.

B. MVC General Treasury Depository Zero Balance Account

The State will establish the MVC General Treasury Depository Zero Balance Account in the vendor bank for the collection of various motor vehicle related payments from 45 MVC agencies and 4 MVC regional offices throughout the State of New Jersey. See EXHIBIT H for the Motor Vehicle Commission Agency Listing.

In Fiscal Year 2007, there were an estimated 31,562 thousand deposits. The deposits consisted of approximately 2.1 million checks and 127,899 thousand cash.
deposits. These deposits represent approximately $360 million in check deposits and $127 million in cash deposits.

Occasionally “special items” (representing both checks and cash deposits) are deposited into the 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 or processing fee for the “special item” deposits.

In Fiscal Year 2007, there were approximately 1,262 “special item” check deposits and 195 “special item” cash deposits totaling approximately $392 thousand in check deposits and $14 thousand in cash deposits.

New to this RFP will be the receipt of a daily ACH credit representing NJCAR payments from car dealers throughout the State. The daily ACH credits will eliminate the need for a daily armor car pick up at this location. The MVC anticipates the daily ACH credits will total approximately $20 million in collections annually.

See EXHIBIT I MVC General Treasury Depository Zero Balance Account Activity for Fiscal Year 2007 for a breakdown of deposit types, volumes and dollar amounts.

See EXHIBIT J MVC General Treasury Depository Zero Balance Account Activity for Fiscal Year 2007 by Zone for a detailed breakdown of deposit data by agency and zone.

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 MVC agencies depicted in EXHIBIT H Motor Vehicle Commission Agency Listing.

During the contract term, the State reserves the right to add, delete and move agencies as the need arises. The days of operation and hours of operation are also subject to change. The vendor must be able to accommodate these changes within one week or less of receiving notification.
Daily deposit pickups must be between the hours of 9:00 a.m. and 4:00 p.m.

No pickups will be required on legal State holidays. An updated list of State holidays will be provided to the vendor prior to the start of each calendar year.

Deposits from business conducted on Saturdays will be prepared for pickup on the following Monday. The double deposit pickup on Monday will represent two days' deposits (the prior Friday and Saturday). The Monday double deposit, four bag, (one stop) pickup will not 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 days' deposits. The double deposit, four bag, (one stop) pickup will not be considered a multiple stop for pricing purposes.

On any business day, if an agency fails to have one or both of 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 MVC agency management. A list of contacts will be provided to the bank prior to contract commencement.

Only the four (4) regional offices may be considered as multiple pickup sites for bidding purposes. The four (4) regional offices may be priced separately at the discretion of the bidder.

It will be the bank’s responsibility to ensure all employees of the armored car service arrive at the MVC agencies no earlier than 9:00 a.m. and no later than 4:00 p.m., at the designated pickup location with the supplies necessary to accommodate the size and scope of each pick up location. This includes but is not limited to valid company issued photo identification, a sequentially numbered receipt book and ordered supplies.

D. Deposit Preparation Procedures

A separate deposit bag will be used for each deposit type – checks and cash.
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 checks will be stamp endorsed with the agency name and four digit location number. The bank must provide three (3) self inking endorsement stamps to each MVC agency prior to contract commencement. The cost for the initial self inking endorsement stamps and delivery charges will be absorbed by the bank. 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.

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.

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

The number of “special item” check deposits in Fiscal Year 2007 were:

<table>
<thead>
<tr>
<th>“SPECIAL ITEM” CHECK DEPOSITS FOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL YEAR 2007</td>
</tr>
<tr>
<td>Zone</td>
</tr>
<tr>
<td>Number of “Special Item” Check Deposits</td>
</tr>
<tr>
<td>Zone 1</td>
</tr>
<tr>
<td>486</td>
</tr>
<tr>
<td>Zone 2</td>
</tr>
<tr>
<td>291</td>
</tr>
<tr>
<td>Zone 3</td>
</tr>
<tr>
<td>485</td>
</tr>
<tr>
<td>Totals</td>
</tr>
<tr>
<td>1,262</td>
</tr>
</tbody>
</table>
2. Cash Deposit Preparation Procedures

The bank must detail its bill strapping procedure in its proposal. This procedure will be incorporated into the deposit procedures manual. The cash deposit preparation procedure must also be included in the bank’s initial and annual training agenda.

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

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 bank must not charge a separate cash-processing fee for this small “special item” cash deposit. The placing of the “special item” deposit slip either inside or outside of the bag will be left to the discretion of the bank. The bank must explain in its response how it would prefer the agencies handle the “special item” deposit slip.

The number of “special item” cash deposits in Fiscal Year 2007 were:

<table>
<thead>
<tr>
<th>“SPECIAL ITEM” CASH DEPOSITS FOR</th>
<th>FISCAL YEAR 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 1</td>
<td>Number of “Special Item” Cash Deposits</td>
</tr>
<tr>
<td>Zone 2</td>
<td>49</td>
</tr>
<tr>
<td>Zone 3</td>
<td>98</td>
</tr>
<tr>
<td>Totals</td>
<td>195</td>
</tr>
</tbody>
</table>
E. Deposit Pickup Receipt Confirmation Procedures

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. Agency managers and supervisors must be notified via e-mail immediately when an armored car employee is dismissed. It will be the bank’s responsibility to e-mail the agency managers and supervisors with the replacement employee’s current color photo and legible signature prior to that day’s armored car pick up. The photo identification and deposit receipt signatures will be verified each day prior to release of deposit items. Deposit items will not be released to an individual excluded from the current personnel directory.

At the time of the scheduled deposit pickup, the armored car employee(s) must present valid company issued photo identification, sign the agency’s receipt log book and provide a receipt with the total number of deposit bags and the amounts of each deposit type noted on the receipt.

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

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

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 is provided proper receipt(s) for the deposit items.
In a dispute situation, the bank must provide the State with a signed receipt by the bank showing the date and time that the work 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 sign 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.

Currently a bar code is used on the bags for identification and tracking purposes.

F. 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 ticket 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 ticket 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 and the agency regional manager by e-mail immediately or upon discovery (if discovery is made during normal work hours), or no later than 10:00 a.m. 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 to Treasury, Cash Accounting within **three (3) business days** of the deposit date or the return of a deposited check. The following detail information must be included for each discrepancy and/or adjustment:

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

<table>
<thead>
<tr>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depositing Agency’s Four Digit Location Number</td>
</tr>
<tr>
<td>Deposit Date</td>
</tr>
<tr>
<td>Original Deposit Total</td>
</tr>
<tr>
<td>Specific Discrepancy</td>
</tr>
<tr>
<td>Discrepancy Amount</td>
</tr>
</tbody>
</table>

➢ 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)

The deposit ticket should **never** be altered to match the deposit
G. 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 and the agency regional manager 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 Treasury, Cash Accounting within three (3) business days of the deposit date. The following detail information must be included for each discrepancy and/or adjustment:

- **Adjustment memo (debit or credit advice)** to include the following:
  
<table>
<thead>
<tr>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depositing Agency’s Four Digit Location Number</td>
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</tr>
<tr>
<td>Original Deposit Total</td>
</tr>
<tr>
<td>Discrepancy Amount</td>
</tr>
</tbody>
</table>

- Adding machine tape or batch total sheet(s)

The deposit ticket should never be altered to match the deposit.

An agency must have the ability to dispute the bank’s cash deposit amount and make an appointment to view the videotape of the money-counting operation pertaining to the disputed deposit. The vendor must provide good quality tape for reviewing purposes. The videotape 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 tape.

The tapes must be available for review for a reasonable amount of time but no less than three (3) months after the deposit date. During an investigation, the State
must have access to the tape 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 tapes 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.

H. Deposit Credit and Availability

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

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

Availability of deposits must, at a minimum, be reflected in accordance with the standard Federal Reserve Availability Schedule. Cash and “on us” checks must receive same day availability as the deposit date. Any deviation from the expected availability of deposits stated above must be fully explained. Any delay in deposit credit based on conditions within vendor control will result in the bank compensating the State for its lost earnings at the 91-day T-bill rate. Consideration will only be given for late deposit credit for conditions beyond the vendor’s control that would cause a delay in delivery to the check processing facility or money room, e.g., severe inclement weather, accidents, unexpected detours, and occasional mechanical breakdowns.
When the bank has failed to provide credit to the State for an entire deposit, the bar code information or an MVC deposit receipt, signed by an authorized armored car personnel, will be considered as recognized proof of deposit to the bank. **Within thirty (30) days** of the State furnishing to the bank the deposit receipt information, the bank must credit the State for the total deposit amount and compensate the State for its lost earnings, at the 91-day T-bill rate, for the period of time from the date of the armored car deposit pickup to the actual deposit credit date.

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

For security purposes, EXHIBIT I MVC General Treasury Depository Zero Balance Account Activity for Fiscal Year 2007 and EXHIBIT J MVC General Treasury Depository Zero Balance Account Activity for Fiscal Year 2007 by Zone must be considered restricted material and not for general publication or distribution.

I. Dishonored Checks

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

All advices of charges, together with the original returned check item(s) will be delivered to Treasury, Cash Accounting **within five (5) business days after debit** to the account. The debit memo must contain, at a minimum, the following information for each returned item:

<table>
<thead>
<tr>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depositing Agency’s Four Digit Location Number</td>
</tr>
<tr>
<td>Debit Amount Charged</td>
</tr>
<tr>
<td>Date Charged to the Account</td>
</tr>
</tbody>
</table>
J. 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 manifest log of the deposits and a signed receipt by the armored car personnel, 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.

K. Disposable Deposit Bag Requirements

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

A per bag charge will be acceptable only when the total bags used, including the 30% reserve required, over a twelve month period, exceeds the annual requirements in aggregate for all agencies in a particular zone. For example, one agency in a zone may go over its allotted amount of bags (including its 30% reserve), but if the number of bags in aggregate for the zone is under the designated number that is to be
provided by the bank under the contract terms, there would be no charge to the State for that individual agency exceeding its usage limit.

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

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

The annual bag requirement per agency will be computed as follows:

\[
\begin{align*}
250 \text{ working days per year} \\
x 2 \text{ bags per day (check and cash)} \\
500 \text{ bags per year per agency} \\
x 30\% \text{ reserve} \\
150 \text{ reserve bags per agency per year}
\end{align*}
\]

Total disposable bags: \(500 + 150 = 650 \text{ bags per year per agency}\).

1. Disposable Check Bag Requirements

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

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

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

2. Disposable Cash Bags, Coin Envelopes and Currency Straps

Requirements

After contract award and prior to contract commencement, the bank must supply each MVC agency with **no less than a three (3) month supply of industry standard 12” X 16” disposable, secure, opaque cash bags.** The cash bags must contain an outside pouch to hold the cash deposit ticket. A 30% reserve supply must be factored into the total requirements for all MVC agencies. The cost for all cash bags and delivery charges will be absorbed by the bank. The bank must identify in its proposal its fee for additional cash bags and a contact person for reordering. Contact information must be updated as changes occur, or no less than annually.

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

If there are to be any changes in the disposable cash bag(s) during the contract term, both MVC and the Department of the Treasury, Cash Management Unit,
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.

L. Deposit Slip Requirements

The bank must supply an adequate number of multi-part deposit slips to each MVC agency location prior to contract commencement and as needed during the term of the contract. It will be the responsibility of each agency to request deposit slips as the need arises. Delivery of the slips must be within ten (10) business days of request. The bank must determine the multi-copy requirement of the deposit slip to meet the bank’s internal processing functions, taking into account one copy remaining with the MVC agency. The cost for deposit slips and delivery charges will be absorbed by the bank. The bank must identify in its proposal a contact person for reordering. Contact information must be updated as changes occur, or no less than annually.

Each deposit slip must include the following information:

State of New Jersey MVC
MVC General Treasury Depository Zero Balance Account
Agency’s Name (example: Camden)
Agency’s Four Digit Location Number (example: 3305)
Agency’s Address

Each deposit slip must be MICR encoded with:

Agency’s Four Digit Location Number
Bank ABA Number
Bank Account Number
M. Web-based Inquiry Communication System

The bank must provide the State with web-based access to the account(s) established as a result of this RFP.

Only authorized State personnel will be permitted to initiate inquiries. The authorized personnel will be identified after contract award. The State estimates 15 employees will require web-based account access.

1. Validated Deposit Tickets and Deposit Items

For the account(s) established as a result of this RFP the Department of the Treasury, Cash Accounting Unit must have the ability to view images of the prior day’s validated deposit tickets and the front and back of deposited items via the bank’s Web-based Inquiry Communication System. The validated deposit tickets and deposited items should be available for viewing by 10:00 a.m. the day following deposit. The bank’s system should provide search capability by deposit date and deposit amount.

The State must have web-based access to the validated deposit slips and deposited items for a minimum of six (6) months with archive access for three (3) years.

2. Image Retrieval Performance

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, should obtain a copy of the imaged deposit slip and/or the deposited check within five (5) business days.
3. **Web-based Wire Transfer System**

The bank should provide to the State a Web-based Wire Transfer System. The system should 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 date and amount. The wire transfer system should 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 insure the protection of the data and to maintain the integrity of the system.

The bank should provide adequate operational training to State personnel, including user manual and instruction in its use. The State should have access to a telephone hot line “help desk” during normal State working hours (8:00 a.m. to 4:30 p.m.). The bank should provide on-going maintenance and emergency service when necessary. The bank must have a manual wire transfer backup procedure established in the event of an electronic failure.

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 the electronic receipt/payment timing, the State's account(s) could be placed in a temporary overdraft position. The State expects the bank to promptly respond to all State wire instructions and disbursements.

**N. Report Requirements**

The State requires the bank to provide hard copy and web-based reports reflecting all transactions processed. The Web-based Inquiry Communication System must have report generating capabilities allowing reports to be generated which include *six (6) months of historical activity*. The user should be able to create queries so the report can be sorted by the following headings:
The types of reports provided must include, but are not limited to, the following:

1. **Daily Automated Balance Reporting**

   The MVC General Treasury Depository Zero Balance Account and any future accounts established will require daily automated balance reporting in unencrypted BAI2 format via the Internet (web-based) without the use of a secure card random assigned personal identification number (PIN), or other means that would inhibit the automated retrieval of the bank data. Any encryption format required by the bank must be compatible with the automation of the retrieval process of the bank report, such that a bank report can still be retrieved and unencrypted in an automated fashion.

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

   The bank must have the capability of reporting all standard BAI2 codes including, but not limited to, codes depicting the following categories: ledger and collected balances, zero, one and two-day float, total debits and credits, debit and credit detail, deposit item information, adjustment items, funds transfer and ZBA activity.

   For all the reporting fields, there should always be data reported. Therefore, if there is no amount reported, the bank should input 00.00 in the specific amount field.
As technology improves, the State requires that the chosen vendor remain flexible, throughout the term of this contract and any extensions, as it relates to the method of balance reporting in unencrypted BAI2 format via the Internet without the use of a secure card random assigned personal identification number (PIN), or other means that would inhibit the automated retrieval of the bank data.

2. Daily Bank Statements

Treasury, Cash Accounting requires web-based access to daily bank statements and the delivery of hard copy daily bank statements. All credit and debit transactions must include the MVC agency’s four digit location number and must be indicated on both the web-based and hard copy bank statements.

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

<table>
<thead>
<tr>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>MVC Agency’s Four Digit Location Number</td>
</tr>
<tr>
<td>Deposit Date</td>
</tr>
<tr>
<td>Deposit Amount for each deposit type (check, cash and ACH)</td>
</tr>
<tr>
<td>Listing of all debits and credits (including returned items, deposit corrections, ZBAs and wires)</td>
</tr>
<tr>
<td>Grand Total</td>
</tr>
</tbody>
</table>

Treasury, Cash Accounting must be able to view account detail and summary information for the prior day’s deposits by 10:00 a.m. via the bank’s Web-based Inquiry and Communication System. Treasury, Cash Accounting must have the ability to download and save the daily bank statements from the bank’s Web-based Inquiry Communication System.

The daily hard copy Bank Statements must be received by Treasury, Cash Accounting within three (3) business days from the deposit date. Appropriate detailed debit and credit memos can be mailed separately to:
3. Return Item Report

Treasury, Cash Accounting must be able to view and download the returned item detail and summary information for the prior day’s returned items **by 10:00 a.m.** via the bank’s Web-based Inquiry and Communication System. The Return Item Report must include the following information:

<table>
<thead>
<tr>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>MVC Agency’s Four Digit Location Number</td>
</tr>
<tr>
<td>Original Deposit Date</td>
</tr>
<tr>
<td>Returned Date</td>
</tr>
<tr>
<td>Return Reason Code and Return Reason Description (account closed, no account found, insufficient funds, stopped payment, refer to maker)</td>
</tr>
<tr>
<td>*Debit Amount (account can not be debited until the item is returned a second time)</td>
</tr>
<tr>
<td>Originator’s Account Number and Name of Financial Institution</td>
</tr>
<tr>
<td>Total Debit Items</td>
</tr>
<tr>
<td>Total Debit Amount</td>
</tr>
</tbody>
</table>

See **EXHIBIT K** for Sample Hard Copy and Web-based Daily Bank Statements.

See **EXHIBIT L** for a Sample Return Item Report.
O. 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 General Treasury Depository Zero Balance Account.

The State requires that the vendor specifically identify two individuals, (one primary and one backup) and include the physical location (address), telephone numbers, fax numbers and e-mail addresses of the individuals who will be responsible for the daily inquiries, problems, initial and on-going training, etc., including, but not limited to the following categories:

<table>
<thead>
<tr>
<th></th>
<th>1. Armored Car Services (updated personnel directory)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Web-based Inquiry Communication System</td>
</tr>
<tr>
<td>3</td>
<td>Wire Transfers</td>
</tr>
<tr>
<td>4</td>
<td>Daily Balance Reporting</td>
</tr>
<tr>
<td>5</td>
<td>Bank Statements (hard copy and web generated)</td>
</tr>
<tr>
<td>6</td>
<td>Reports</td>
</tr>
<tr>
<td>7</td>
<td>Invoice and Bank Analysis</td>
</tr>
<tr>
<td>8</td>
<td>Cash Bag Discrepancies</td>
</tr>
<tr>
<td>9</td>
<td>Counterfeit Bills</td>
</tr>
<tr>
<td>10</td>
<td>Check Bag Discrepancies</td>
</tr>
<tr>
<td>11</td>
<td>ACH Services</td>
</tr>
<tr>
<td>12</td>
<td>Supplies (check bags, cash bags, coin envelopes, currency straps, encoded deposit slips, endorsement stamps)</td>
</tr>
<tr>
<td>13</td>
<td>Disaster and Recovery</td>
</tr>
<tr>
<td>14</td>
<td>Implementation and Testing</td>
</tr>
<tr>
<td>15</td>
<td>Training and Training Materials</td>
</tr>
</tbody>
</table>
The vendor contact list must be updated as changes occur, or no less than annually.

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

**P. 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, as well as, armored car receipt and security procedures must be part of the training and training manual.

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

A minimum of **one (1) training manual per agency and regional office** 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 managers and regional managers via e-mail.

A separate training program will be required to thoroughly explain the bank’s Web-based Inquiry Communication System and report generating capabilities. The bank must provide adequate training both initially and on-going to ensure that State personnel thoroughly understand all report information and can identify the codes indicated on all reports. All systems should be explained and demonstrated to representatives from the MVC, Treasury, Cash Accounting and the Division of Revenue 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 **four (4) sets of Web-based System operating manuals** must be provided and any subsequent additions, deletions or revisions to the manuals must be promptly forwarded to the State.

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

**Q. Conversion/Implementation**

The bank must provide a detailed implementation schedule to include training and testing starting with the anticipated award date through contract commencement, and beyond if applicable (for any possible follow-up issues). Provide details where relevant. Include both the bank and State personnel resources that will be required to fulfill the tasks or milestones as proposed.
VII. EVALUATION CRITERIA

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

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

- The bank's overall response to all questions in SECTION VIII.
- The bank’s overall experience on projects of similar scope and size.
- Response to possible follow-up inquiries.
- The bank's financial condition and ratings.
- Clarity and completeness of the required reports and documents.
- Web-based Inquiry Communication System reliability, capabilities, ease of use.
- The adequacy of the security measures, contingency plans and backup procedures.
- The bank's commitment to provide adequate technical and personnel resources to satisfactorily meet the requirements of the RFP.
- The State's overall assessment of client references and the bank’s overall experience with providing similar services.
- Quality of customer service resources provided and turnaround times for problem resolution.
- Completeness and feasibility of the bank’s implementation, testing and training plans.
- Imaging capabilities (validated deposit slips and check images (front and back)
- Ability to accommodate any future State-mandated program changes within the time frame acceptable to the State.
- Any other information that would assist the State in the selection process.
- Cost.
VIII. VENDOR RESPONSE

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

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

Proposals that do not conform with or that take exception to the State of New Jersey’s requirements as set forth in Section III. Terms and Conditions, Section IV. Other Mandatory Provisions and Section V. Payment Method and Terms will be considered materially non-responsive and therefore rejected.

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

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

It is requested that all pages for the response be numbered and that responses reference the original questions.
1. Briefly acknowledge your understanding and acceptance of all the TERMS AND CONDITIONS, OTHER MANDATORY PROVISIONS and PAYMENT METHOD AND TERMS as stated in the RFP.

2. Describe the bank’s customer service operation, procedures, inquiry turnaround/response times, and staffing. 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.

3. Provide the names and contact information for the officers and management personnel (including subcontractors’ personnel) who will be responsible for the fulfillment of the services requested herein; e.g., operations, reporting/bank statements, invoices/analysis, ACH functionality, Web-based Inquiring Communication System, wire transfers, armored car services, banking supplies, disaster and recovery, technology issues, customer services, error and adjustment inquiries.

   Specifically identify and include the physical location (address), telephone, fax numbers and e-mail addresses for the primary contacts and backup individuals who will respond to the day-to-day communications from the Motor Vehicle Commission, Division of Revenue and Treasury, Cash Accounting.

4. For reference purposes, provide contact names, addresses, and telephone numbers of three (3) of your present customers for whom the bank is providing similar services as those requested herein; armored car service, deposit services, ZBA, ACH services, and Web-based Inquiry Communication System (including: online bank statements, report generation, check and deposit slip images and wire transfers). If possible, provide references with activity volumes equal to or greater than those detailed in this RFP. Include any other information concerning the bank’s experience that would assist the State in evaluating the bank’s capabilities.

5. The Bidder must state whether it has had a contract terminated for default in the last five (5) years. Termination for default is defined for these purposes as notice to stop performance delivery due to non-performance or poor performance and non-performance was either: not litigated due to inaction of the Bidder; or, litigated and determined that the Bidder was in default.
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.

If the Bidder has not had a contract terminated for default in the last five (5) years state this fact clearly.

6. Verify the bank’s ability to meet the “Confidential” level of data confidentiality requirements as outlined in EXHIBIT B Future Direction of OIT – Security for Asset Classification and Control. Describe the bank’s willingness and ability to secure the data as “Secret” if OMB requires this level of security in the future.

7. Identify any and all subcontractors, its officers, the contractual arrangements made therewith and state what services will be subcontracted. Confirm the bank will provide the State with 90 days written notice prior to employing or replacing a subcontractor.

8. Respond to SECTION IV. OTHER MANDATORY PROVISIONS:

   a. **Financial Statements**: Bank and any direct subcontractors must include their most recent audited financial statements or financial comments if a privately held company.

   b. **Ownership Disclosure Form**: The Bank and all subcontractors must complete an Ownership Disclosure Form and include copies with each bank proposal. See EXHIBIT C Ownership Disclosure Form.


   d. **Proof of Registration Requirements**: The Bank and all subcontractors must submit a copy of the Business Registration Certificate(s). As mandated by Public Law 2001, Chapter 134, failure to submit a copy of the Business Registration Certificate within the bid proposal will be
considered materially non-responsive and result in disqualification of the bid proposal.

e. N.J.S.A. 52:34-13.2 Confirm the bank and all subcontractors’ ability to adhere to N.J.S.A. 52:34-13.2. The State prefers the vendor submit with its bid proposal EXHIBIT D N.J.S.A. 52:34-13.2 Certification, filled out with sourcing information required for them and any proposed subcontractor, identified in its proposal. If the certification was not submitted with the bid proposal, confirm the bank’s ability to submit the required document within five (5) business days of the State’s request for the information.

f. Public Law 2005, Chapter 51 (Formerly: Executive Order No. 134) Vendors must complete and submit EXHIBIT E Public Law 2005, Chapter 51 Certification and Disclosure Form within five (5) business days from the date on the “Intent to Award” letter issued by the Office of Management and Budget, Cash Management Unit.

g. Disaster Recovery Plan: Vendor must include a summarized Disaster and Recovery Plan in the vendor’s proposal and detailed plans must be made available for State review. Specifically address your contingency plans for data processing systems, equipment, power, information reporting, or other failures that would affect services or reporting of data. Confirm that the system would be completely functional within 24 hours of a major disaster.

h. Collateralization of Deposits: Confirm the bank’s ability to adhere to the Department of Treasury Collateralization Policy, refer to EXHIBIT G Department of the Treasury Collateralization Policy Statement.

i. Image Processing of Public Records and Certification of Image Processing Systems: Please confirm the bank has reviewed the DARM certification and possesses the technical capabilities to become certified if requested by the State.
9. Describe the bank’s zero balance account (ZBA) procedures/capabilities. How will the bank ensure all zero balance accounts reflect a $0.00 opening balance?

10. Confirm the bank will utilize an armored car service to perform the daily check and cash pickups at the MVC agency locations depicted in EXHIBIT H Motor Vehicle Commission Agency Listing. Highlight the bank’s current and past relationship with the vendor of choice.

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

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

11. Describe the hiring procedures for the armored car personnel including background checks, qualifications and experience requirements. Confirm the bank’s ability to provide and maintain (at all times) current armored car personnel directories. Explain how the bank will notify agency supervisors and managers about dismissed employees prior to that day’s armored car pickup.

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 a standard agency and at a regional center?

12. Confirm the bank’s ability to meet the Deposit Pickup Locations, Times and Procedures as depicted in the SCOPE OF WORK, SECTION VI. Confirm the bank’s ability to accommodate agency location and time changes within one week or less of receiving notification.

Confirm the armored car employees will arrive at the pick up locations daily (Monday-Friday) between the hours of 9:00 a.m. and 4:00 p.m. with the supplies necessary to
accommodate the size and scope of each pickup location including: company issued identification, a sequentially numbered receipt book and ordered banking supplies.

13. Confirm the bank’s ability to meet the Check Deposit Preparation Procedures as depicted in SCOPE OF WORK, SECTION VI. Clearly identify the bank’s check bag preparation procedures and describe the bank’s recommended check deposit preparation procedure. Explain how the MVC agencies can best minimize deposit discrepancies and disputes.

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

15. Confirm the bank’s ability to meet the Deposit Pickup Receipt Confirmation Procedures as depicted in the SCOPE OF WORK, SECTION VI. Explain the bank’s secure receipt procedures for the items listed below, including audit trail of the deposit pickup for both checks and cash:

- 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

Explain in detail how and when the legal responsibility for the integrity of the deposit(s) passes from the State to the bank (as the prime contractor). Confirm the use of sequentially numbered receipt books and that the receipts will be retained by the bank and/or its subcontractor for a minimum of three (3) years.

16. Confirm the bank can adhere to the State’s $5.00 (plus or minus) Check Deposit Discrepancies and Adjustments procedures as depicted in the SCOPE OF WORK, SECTION VI. Define the bank’s recommended check deposit discrepancy procedure. Define what information will be required from the State to make a claim? What is the reasonable or acceptable timeframe for the State to make a claim?
17. Confirm the bank can adhere to the **Cash Deposit Discrepancy and Review Procedures** as depicted in the **SCOPE OF WORK, SECTION VI**. Define the bank’s recommended cash deposit discrepancy procedure. Define what information will be required from the State to make a claim? What is the reasonable or acceptable timeframe for the State to make a claim?

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

18. Confirm the bank can meet the required deposit credit and availability requirements as depicted in the **SCOPE OF WORK, SECTION VI. Deposit Credit and Availability.** Provide the bank’s “best estimate” of the percentage of deposit items that will receive same day credit and the percentage of deposit items that will, at minimum, receive next day credit. This will be a consideration in contract award.

Confirm the bank will compensate the State using the 91-day T-bill rate calculation for late deposits and missed deposits.

Confirm that cash and “on us” checks will receive same day availability as the deposit date. Include the bank’s latest availability schedule that will apply to MVC deposits.

19. Identify the processing facilities that will be utilized to process check and cash deposits for the Motor Vehicle Commission. Provide the location addresses for each, as well as, the distance in miles from one another. If the processing facilities are located outside New Jersey, describe the bank’s procedures to ensure the largest percentage of deposit items will receive same day credit and the smallest percentage of deposit items will receive, no later than, next day credit.

Provide the depository check volumes for the bank’s three (3) largest customers for the months of June and July 2007. (Account holder names are not required). Will the deposits generated by the MVC be processed at the same facilities? If so, how will the State’s depository check volume impact the bank’s daily processing operations? What arrangements will be made to adjust staffing levels to handle peak processing periods?
20. Confirm the bank can comply with the **Dishonored Checks** requirements depicted in the **SCOPE OF WORK, SECTION VI**. Specifically acknowledge that dishonored checks returned the first time because of insufficient funds will be immediately re-deposited and that account(s) will only be debited after a check is returned a second time. Provide a sample debit memo that adheres to the RFP specifications with the bank’s proposal.

21. Explain the bank’s claim procedures for missing whole or partial deposits and any other item(s) the bank deems appropriate. Confirm the armored car service will maintain the signed receipts for a **minimum of three (3) years from the date of deposit**. Define the bank’s counterfeit procedures and liability issues.

22. Include seven (7) check bags and seven (7) cash bags (one for each proposal copy and original) with your proposal for review by the State. Identify the manufacturer and provide a full description of the bags. Confirm the bank is willing to supply each MVC agency with the number of check and cash bags as detailed in the RFP at no cost to the State. Confirm the bank is willing to supply the coin envelopes and currency straps as detailed in the RFP at no cost to the State. Describe the bank’s re-ordering procedures for deposit bags, coin envelopes and currency straps and identify the contact person for reordering.

23. Confirm the bank is willing to provide the MVC agencies with encoded deposit slips that meet the specifications and quantities depicted, at no cost to the State. Describe the bank’s deposit slip reordering procedures and identify the contact person for reordering. Confirm that orders for additional encoded deposit slips can be filled **within ten (10) business days of the request**.

Define the multi-copy requirement of the deposit slip to meet the bank’s internal processing functions taking into account one copy will remain with the MVC agency. Provide a sample encoded deposit slip that adheres to the RFP specifications with the bank’s proposal.

24. Provide a detailed description of the bank’s Web-based Inquiry Communication System and include sample screen shots as well as a detailed list of the available search parameters.
Confirm all account detail and summary information for the prior day’s deposits will be accessible by **10:00 a.m.** via the bank’s Web-based Inquiry Communication System. Confirm the report generating system will allow search parameters to be entered and reports to be downloaded and saved to a State PC. Confirm all report detail will be readily available online for a **minimum of six (6) months**. Include sample of the following required reports:

- Daily Bank Statements (must show all credit and debit transactions and the MVC agency’s four digit location number)
- Return Item Report (must show all credit and debit transactions and the MVC agency’s four digit location number)

Confirm the bank’s ability to provide images of the prior day’s validated deposit slips and the front and back of deposited items via the bank’s Web-based Inquiry Communication System for a **minimum of six (6) months** and include samples.

25. Provide a detailed description of the bank’s Web-based Wire Transfer System. Confirm the bank can comply with the requirement to wire transfer funds upon request without regard to the balance in the account? Explain any restrictions that will prevent the bank from immediately complying with the State’s request to wire transfer funds. Define the bank’s manual wire transfer backup procedures. Describe the security features of the bank’s system.

26. Confirm the bank’s ability to provide the daily required automated summary and detail account balance information via the Internet by 7:30 a.m. in the BAI2 format without the use of a secure card PIN.

27. Provide samples of all the reports requested in the RFP, include a copy of all the bank’s standard reports. Confirm that each MVC agency’s established four digit location number will be captured for all credit and debit transactions on both hard copy and web-based bank statements.

28. Provide a detailed training agenda and schedule for personnel at MVC (central office), Treasury, Cash Accounting and the Division of Revenue. Highlight the topics for discussion which must include the bank’s Web-based Inquiry Communication System
(including report generating capabilities, wire transfers, imaged items lookups and bank report codes) and deposit preparation procedures. Include a brief synopsis of each topic and the discussion time allotted for each. Include samples of handouts for review and approval by the State. Identify the trainers and include a brief summary of their experience.

29. Provide a detailed implementation schedule to achieve the July 1, 2009 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, testing and training. Describe the critical factors that may impact this schedule? Define both bank and State personnel commitment requirements during conversion.

30. Confirm the bank’s ability to meet ALL the requirements outlined in this RFP, including: account services and maintenance, armored car services, deposit services, ACH services, Web-based Inquiry Communication System image retention, wire transfer functionality, balance reporting, invoice and analysis, bank statements, security levels and supplies as stipulated in the RFP. The bank must reveal all services defined in the RFP that it cannot provide according to the specifications. The bank should indicate why they cannot deliver the service or standard requested.
IX. **COST SCHEDULE**

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

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

<table>
<thead>
<tr>
<th>Account Services and Maintenance</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1 Account Maintenance Fee</td>
<td>$</td>
<td>/Account/Month</td>
</tr>
<tr>
<td>2 ZBA Maintenance Services</td>
<td>$</td>
<td>/Account/Month</td>
</tr>
<tr>
<td>3 Funds Transfer (Wires Out)</td>
<td>$</td>
<td>/Per Wire</td>
</tr>
<tr>
<td>4 Daily Balance Reporting (Prior Day Summary and Detail - Automated to Treasury Workstation via Web in BAI 2)</td>
<td>$</td>
<td>/Account/Month</td>
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<table>
<thead>
<tr>
<th>Deposit Services and Supplies</th>
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</thead>
<tbody>
<tr>
<td>5 Deposits (Checks and Cash)</td>
<td>$</td>
<td>/Per Deposit</td>
</tr>
<tr>
<td>6 Deposited Items (Checks)</td>
<td>$</td>
<td>/Per Item</td>
</tr>
<tr>
<td>7 Re-deposited Items</td>
<td>$</td>
<td>/Per Item Re-deposited</td>
</tr>
<tr>
<td>8 Returned Items</td>
<td>$</td>
<td>/Per Returned Item</td>
</tr>
<tr>
<td>9 Cash Processing (per $1,000 in cash deposited)</td>
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</tr>
<tr>
<td>10 Deposit Corrections</td>
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<td>/Per Correction</td>
</tr>
<tr>
<td>11 Encoded Deposit Slip (beyond annual requirement)</td>
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<td>/Per Ticket</td>
</tr>
<tr>
<td>12 Clear Check Bags (beyond annual requirement)</td>
<td>$</td>
<td>/Per Bag</td>
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<tr>
<td></td>
<td>Service Description</td>
<td>Rate</td>
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<td>---</td>
<td>-----------------------------------------------------------------------</td>
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<td>13</td>
<td>Opaque Cash Bags (beyond annual requirement)</td>
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<td>14</td>
<td>Endorsement Stamps (Replacement Stamps)</td>
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<tr>
<td></td>
<td><strong>ACH Services</strong></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>ACH Credit (CCD, CCD+, PPD)</td>
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<tr>
<td>16</td>
<td>ACH Debit Block Service</td>
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<tr>
<td></td>
<td><strong>Web-based Services</strong></td>
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</tr>
<tr>
<td>17</td>
<td>Web-based Product Maintenance (If applicable)</td>
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<tr>
<td>18</td>
<td>Web-based Funds Transfer Maintenance (If applicable)</td>
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<td>19</td>
<td>Web-based Account Inquiry</td>
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<td>20</td>
<td>Web-based ACH Inquiry</td>
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<tr>
<td>21</td>
<td>Web-based Deposit Item Image (All items imaged)</td>
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<td></td>
<td>(OR)</td>
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</tr>
<tr>
<td></td>
<td>Web-based Deposit Item Image (Per item viewed)</td>
<td>$</td>
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<tr>
<td></td>
<td><strong>Armored Car Services</strong></td>
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<tr>
<td>22</td>
<td>Agency Armored Car Pickup (Five days a week)</td>
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<tr>
<td>23</td>
<td>Regional Office Armored Car Pickup (Five days a week)</td>
<td>$</td>
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<tr>
<td></td>
<td><strong>Programming</strong></td>
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</tr>
<tr>
<td>24</td>
<td>Programming Fees (If Applicable) indicate number of hours</td>
<td>$</td>
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</tbody>
</table>