

**THE DEPARTMENT OF HUMAN SERVICES  
DIVISION OF AGING SERVICES  
OFFICE OF THE PUBLIC GUARDIAN (OPG)**

**COLLECTION AND DISBURSEMENT SERVICES  
REQUEST FOR PROPOSAL**

**Table of Contents**

<b>I.</b>	<b>PURPOSE AND INTENT .....</b>	<b>5</b>
<b>II.</b>	<b>TERMS AND CONDITIONS.....</b>	<b>7</b>
<b>A.</b>	<b>Applicable Rules and Regulations.....</b>	<b>7</b>
<b>B.</b>	<b>Contract Administrator .....</b>	<b>8</b>
<b>C.</b>	<b>Project Management .....</b>	<b>8</b>
<b>D.</b>	<b>Timetable of Events.....</b>	<b>9</b>
<b>E.</b>	<b>RFP Questions from Bidders .....</b>	<b>9</b>
<b>F.</b>	<b>Revisions to the Request for Proposal .....</b>	<b>10</b>
<b>G.</b>	<b>Proposal Requirements .....</b>	<b>10</b>
<b>H.</b>	<b>Oral Presentation and Vendor Site Visitation.....</b>	<b>11</b>
<b>I.</b>	<b>Contract Award.....</b>	<b>12</b>
<b>J.</b>	<b>Length of Contract .....</b>	<b>12</b>
<b>K.</b>	<b>Contract Extension.....</b>	<b>12</b>
<b>L.</b>	<b>Vendor Right to Protest .....</b>	<b>13</b>
<b>M.</b>	<b>Termination of Contract.....</b>	<b>13</b>
<b>N.</b>	<b>Contract Continuity/Transitional Period .....</b>	<b>14</b>
<b>O.</b>	<b>Unanticipated Services .....</b>	<b>14</b>
<b>P.</b>	<b>Prime Contractor Responsibilities .....</b>	<b>15</b>
<b>Q.</b>	<b>Subcontracting .....</b>	<b>15</b>
<b>R.</b>	<b>Assignment .....</b>	<b>16</b>
<b>S.</b>	<b>Cost Liability .....</b>	<b>16</b>

T. Ownership of Material ..... 16

U. Data Transmission ..... 17

V. Promotional Use Prohibited ..... 17

W. Accounting Records ..... 17

X. Severability Clause..... 18

Y. Indemnification ..... 18

Z. Insurance..... 19

AA. Conflict of Interest..... 20

BB. Public Records ..... 20

CC. Single Response..... 21

III. OTHER MANDATORY PROVISIONS ..... 22

A. Financial Statements..... 22

B. Ownership Disclosure Form..... 22

C. Non-Discrimination Law ..... 22

D. Collateralization of Deposits ..... 23

E. Proof of Registration Requirements..... 23

F. N.J.S.A. 52:34-13.2 Certification..... 24

G. Two-Year Chapter 51 Certification & Disclosure of Political Contributions ..... 26

H. Disaster Recovery ..... 28

I. Destruction Requirements for State Records and Canceled Checks ..... 30

IV. PAYMENT METHOD AND TERMS ..... 32

A. Compensating Balances ..... 32

B. Payment Terms ..... 33

C. Monthly Analysis ..... 33

V. SCOPE OF WORK..... 35

A. General Account Requirements..... 35

B. Accounts to be Established ..... 36

C. Medallion Signature Services..... 37

<b>D. Teller Assisted Services .....</b>	<b>37</b>
<b>E. ACH Requirements.....</b>	<b>39</b>
<b>F. ACH Security Procedures – ACH Debit Block Requirements.....</b>	<b>40</b>
<b>G. Depository Requirements.....</b>	<b>41</b>
<b>H. Deposit Supply Requirements – Multi-part MICR Encoded Deposit Slips .....</b>	<b>43</b>
<b>I. Remote Deposit Capture (RDC) Services and Equipment .....</b>	<b>44</b>
<b>J. Check Disbursement Requirements and Services .....</b>	<b>46</b>
<b>K. Web-based Inquiry Communication System .....</b>	<b>51</b>
<b>L. Bank Statements and Reporting Requirements.....</b>	<b>57</b>
<b>M. Accounts Required.....</b>	<b>60</b>
<b>N. Vendor Contact Personnel .....</b>	<b>64</b>
<b>O. Training.....</b>	<b>65</b>
<b>P. Implementation and Testing.....</b>	<b>66</b>
<b>VI. EVALUATION CRITERIA .....</b>	<b>67</b>
<b>VII. VENDOR RESPONSE .....</b>	<b>68</b>
<b>VIII. COST SCHEDULE.....</b>	<b>84</b>

## **Exhibits Table of Contents**

- EXHIBIT A: State of New Jersey OIT File Transfer Guide
- EXHIBIT B: Ownership Disclosure Form
- EXHIBIT C: Policy Statement: Department of the Treasury Collateralization Requirements for State Held Deposits
- EXHIBIT D: N.J.S.A. 52:34-13.2 Source Disclosure Certification Form
- EXHIBIT E: Information and Instructions for Completing the Two-Year Vendor Certification and Disclosure of Political Contributions Form
- EXHIBIT F: Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions
- EXHIBIT G: Destruction Requirements for State Public Records and Canceled Checks
- EXHIBIT H: OPG Sample Monthly Analysis Format
- EXHIBIT I: OPG Accounts Structure and Funds Flow
- EXHIBIT J: OPG Average Collected Balances in Calendar Year 2015
- EXHIBIT K: OPG Representative Payee Account for Benefit of Wards Transaction Detail for Calendar Year 2015
- EXHIBIT L: OPG Office Checking Account Transaction Detail for Calendar Year 2015
- EXHIBIT M: OPG Escrow Account Transaction Detail for Calendar Year 2015

**REQUEST FOR PROPOSAL  
COLLECTION AND DISBURSEMENT SERVICES  
FOR  
DEPARTMENT OF HUMAN SERVICES,  
DIVISION OF AGING SERVICES  
OFFICE OF THE PUBLIC GUARDIAN (OPG)**

**I. PURPOSE AND INTENT**

The Department of Human Services, Office of the Public Guardian (OPG) is a State agency that makes legal, financial and healthcare decisions for individuals age 60 and older who have been determined by a Superior Court judge to be incapacitated. The office was created by State law in 1986 and is administratively in the New Jersey Department of Human Services, Division of Aging Services. It employs attorneys, investigators, accountants, nurses, care managers, and support staff to assist its elderly wards.

The purpose of this request is to solicit proposals from qualified New Jersey banking vendors for the placement of **five (5) State accounts** for the daily ward banking needs of the Department of Human Services, Office of the Public Guardian (OPG), and the accurate and timely processing of all services associated with these accounts. OPG maintains individual ward sub-account records through its own software system. The required accounts are as follows:

1	OPG Representative Payee Account for Benefit of Wards
2	OPG Office Checking Account
3	OPG Escrow Account
4	Office of Professional Guardianship Registration (OPGR) Checking Account
5	Qualified Income Trust Account

During Calendar Year 2015, the monthly average collected balance held in the five (5) OPG Accounts was approximately **\$33 million**.

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

For all **five (5) accounts**, the vendor must provide the State with a Web-Based Inquiry Communication System.

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 V, SCOPE OF WORK** of this RFP.

Positive Pay services and reporting
Electronic Transmission (sending and receiving capabilities)
Teller assisted deposit services (cash and check deposits)
Teller assisted cash deposits in sums over \$10,000 without Social Security number or Driver's License information requirements
Check cashing capability
2 Remote Deposit Scanners – maintenance agreements for the contract term and supplies
Web-based Inquiry Communication System (access to perform account inquiries and initiate transactions)
Book to Book Transfer Capabilities (to move funds between accounts)
Full Account Reconciliation services
Monthly bank statements (including detail and summary information) and Monthly Account Analysis
ACH Sending and Receiving capabilities
ACH Debit Block Services (with ACH Debit Filter capabilities)
Ability to receive domestic and international ACHs.
Automated Daily Balance Reporting (prior day information)
Timely reports per RFP specifications
Timely, reliable customer service
Paid Check Imaging (access to paid check items for 7 years) and document destruction (for returned paid checks)

## II. TERMS AND CONDITIONS

### A. Applicable Rules and Regulations

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

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

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

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

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

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

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

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

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

## **B. Contract Administrator**

The Department of Treasury, OMB, Cash Management Unit is charged with addressing contract related issues such as adding or deleting services.

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

Brittany Melnick  
Contract Administrator  
State of New Jersey  
Department of the Treasury  
Office of Management and Budget  
PO BOX 221  
Trenton, New Jersey 08625-0221  
Phone: (609) 984-1533  
<mailto:Brittany.Melnick@treas.nj.gov>:

## **C. Project Management**

This Request for Proposal (RFP) has been prepared by the Department of Human Services, Office of the Public Guardian (OPG) and issued through the Department of the Treasury, Office of Management and Budget, Cash Management Unit. After contract award, the Department of Human Services, Office of the Public Guardian is charged with the responsibility for the administration of the five (5) OPG accounts.

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

Joseph Fontana, Esquire  
State of New Jersey  
Department of Human Services  
Office of the Public Guardian  
P.O. Box 812  
Trenton, New Jersey 08625-0812  
Phone: (609) 588-6500

#### D. Timetable of Events

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

EVENT	DATE
Issuance of Request	May 25, 2016
Deadline to Submit Questions	June 16, 2016
Proposal Due Date	July 22, 2016
Anticipated Award Date	September 7, 2016
Implementation & System Testing	September 8, 2016
Contract Commencement	August 1, 2017

#### E. RFP Questions from Bidders

The Cash Management Unit will accept questions and inquiries from all qualified potential bidders electronically via e-mail. This will be the only opportunity potential bidders will have to submit questions pertaining to this RFP.

The deadline to submit written questions pertaining to this RFP ends at **4:30 p.m. E.T.** on the date indicated in the Timetable of Events. Written questions received after the deadline will not be recognized or addressed.

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

The subject line of the e-mail should include the specific banking RFP name.

Respondents are not to contact the OMB, Cash Management directly, in person, or by telephone, concerning this RFP.

OMB, Cash Management will address all questions by posting an addendum on the OMB, Banking Services website. The addendum will include all questions submitted prior to the submission deadline, along with the State's response to each question.

Questions are to be e-mailed to the following address:

[OMBCashManagement@treas.nj.gov](mailto:OMBCashManagement@treas.nj.gov)

#### **F. Revisions to the Request for Proposal**

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

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

#### **G. Proposal Requirements**

Along with one proposal, clearly marked "ORIGINAL", signed by an officer who is authorized to bind the respondent contractually, **five (5) copies of the proposal must arrive prior to or no later than 4:30 p.m. E.T. on July 22, 2016.**

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

Brittany Melnick  
Contract Administrator  
State of New Jersey  
Department of the Treasury  
Office of Management and Budget  
33 West State Street, 6th floor  
Trenton, New Jersey 08625-0221

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

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

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

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

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

#### **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, Office of Management and Budget, Cash Management Unit, will schedule the presentations.

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

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

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

#### **I. Contract Award**

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

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

Any statistics or values shown in the RFP are either based on past history, or best estimates. The future quantities, values or activities may be more or less than those noted herein and could change during the course of the contract term. 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 **four (4) year term**. The bank may not close any accounts until officially notified by the Department of the Treasury, Cash Management Unit. The Department of the Treasury, Cash Management Unit will be responsible for opening and closing all accounts.

#### **K. Contract Extension**

The State will have the option to extend the contract for **four (4) 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 vendor at least **30 days** prior to such proposed termination date unless otherwise provided herein.

At contract termination, the vendor must cooperate fully with the State and the new contract vendor to affect a smooth transition, which would include transferring all necessary databases, files and other information needed for the continued operation of the application.

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

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

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

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

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

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

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

#### **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 costs incurred by vendor 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 Transmission**

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

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

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

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

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

Vendor-generated transaction records, including but not limited to, copies of deposited checks, deposit slips, bank statements and invoices must be made available to the State for a period of **seven (7) years from the date of transaction.**

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

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

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

#### **X. Severability Clause**

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

#### **Y. Indemnification**

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

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

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

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

## **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**

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

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

The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal. In the event of any challenge to the bidder's designation of

confidential and/or proprietary materials, the bidder shall be solely responsible for defending its designation and the State shall have no responsibility there for.

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

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

**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.

### III. OTHER MANDATORY PROVISIONS

#### A. Financial Statements

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

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

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

#### B. Ownership Disclosure Form

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

#### C. Non-Discrimination Law

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

#### **D. Collateralization of Deposits**

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

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

#### **E. Proof of Registration Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

2. Source Disclosure Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1. Vendor Certification and Disclosure**

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

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

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

## **2. State Treasurer Review and Approval**

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

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

Upon approval by the State, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015.

## **3. Ongoing Vendor Responsibility**

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

**NOTE:** Vendors are contractually obligated to report all ownership changes and political contributions to the OMB, Cash Management Unit by submitting updated Vendor Certification and Disclosure forms. All changes and forms are subject to review by the Treasurer.

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

## **H. Disaster Recovery**

### **1. Disaster Recovery Plan**

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

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

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

## **2. Disaster Recovery Test Requirements**

The bank must fully cooperate during any and all disaster recovery testing operations initiated by the State. The bank must identify in its RFP if there are any organizational production and/or testing shutdown timeframes during the calendar year when it would be unable to participate in State tests.

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

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

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

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

that its print agency's Disaster Recovery Site be included in the Disaster Recovery Testing.

### **3. Disaster Recovery Test Files**

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

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

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

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

#### **I. Destruction Requirements for State Records and Canceled Checks**

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

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

Physical destruction of State records must comply with the existing (applicable) state standards as described in State Contract T-0387: *Records Removal and*

*Destruction Services.* These standards will apply to any sub-contracted vendors the bank may utilize for destruction services.

See **EXHIBIT G Destruction Requirements for State Public Records and Canceled Checks** for paid check destruction requirements.

#### IV. PAYMENT METHOD AND TERMS

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

##### A. Compensating Balances

The compensating balance must be considered as the total average collected balance of the account(s) less the non-earning Federal Reserve requirement in effect during the course of the contract term. The basis for the earnings rate will be determined from the average of each month's 13-week Treasury bill yield auction results. All auctions for which the settlement date falls in that month will be included in the month's simple average. At a minimum, the **coupon yield** of each auction will be used.

The earnings rate will be applied each month against the average daily net collected balance of each account to determine the value of bank services earned that month with compensating balances. If the earnings of the compensating balances exceed the value of total bank services provided in any month, the State requests that a premium be applied to those unused or excess balances.

For example, if the required compensating balance in any month is \$25 million and the actual compensating balance that month is \$27 million, the State requests that the premium rate offered by the bank be applied to the \$2 million in unused or excess balances that month with the resulting interest paid to the State's account.

This feature will enable the agency to offer a small amount of interest to their clients.

If interest is earned any month it will be credited, in total, by the bank and posted at the end of that month to each bank account respectively.

## **B. Payment Terms**

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

## **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 the accounts. On the same page, the total monthly activity for each billable category will be presented so that every category of activity appears on one line of the report. The balance and each category of billable activity will be totaled and then carried to the summary page of the analysis. On the summary page, the reserve requirement, if one is required by the Federal Reserve, will be applied against the total collected balance of the account, with the monthly average Treasury bill coupon yield used to calculate the compensating balance earnings for the month. The contract prices will be applied against the total volumes for each billable category in order to establish the total billing for the month. The State will be invoiced for the total billing less the compensating balance earnings for that month. All applicable costs are to be billed in this manner. No charges can be directly debited against the account(s).

The monthly analysis and invoices for all accounts should be accessible via the bank's Web-based Inquiry Communication System or provided electronically in the PDF format. The monthly analysis and invoices for all accounts should be addressed as follows:

Monthly Analysis and Invoices for the Department of Human Services Accounts must be addressed to:

Joseph Fontana, Esquire  
Department of Human Services  
Office of the Public Guardian  
P.O. Box 812  
Trenton, New Jersey 08625-0812

See **EXHIBIT H** for an **OPG Monthly Analysis Sample** format.

## V. SCOPE OF WORK

### A. General Account Requirements

The State's requirements include the establishment and maintenance of **five (5) bank accounts**, and the accurate and timely processing of all banking services related to the accounts including, but not limited to; controlled disbursement, positive pay, bank reconciliation for all accounts, remote deposit capture (RDC) services, document destruction (when applicable), ACH debit blocks, ACH sending and receiving capabilities, ability to receive international ACHs, access to the bank's Web-based Inquiry Communication System to complete inquiries (i.e. account detail/summary look ups, paid check images, images of deposited items and transaction detail information) and the ability to process transactions (i.e. stops, cancels, issues, wires and fund transfers), along with a variety of reporting and communication needs.

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

The Department of Human Services, Office of the Public Guardian will oversee the day-to-day operations related to these accounts.

The State reserves the right to consolidate existing accounts or establish additional accounts as needed during the contract term.

Due to the nature of the funds being deposited into these accounts, the chosen bank must maintain a strong branch presence throughout the State.

The bank must be a member of the National Automated Clearing House Association (NACHA) and follow the rules and regulations as outlined in the latest published ACH operating manual.

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

**B. Accounts to be Established**

The State will establish **five (5) accounts** in the vendor bank as follows:

1	OPG Representative Payee Account for Benefit of Wards
2	OPG Office Checking Account
3	OPG Escrow Account
4	Office of Professional Guardianship Registration (OPGR) Checking Account
5	Qualified Income Trust Account

The State’s initial requirements will include the establishment and maintenance of the above accounts and the accurate and timely processing of all banking services and reports related to these accounts.

See **EXHIBIT I** for the **OPG Accounts Structure and Funds Flow**.

The accounts must be established as “Preferred Status” accounts; that is, to establish a credit line that will be sufficient to cover all daylight overdrafts without penalty or additional charge to the State, and honor all checks presented for payment regardless of the current balance in the accounts. In the rare situation that an overnight overdraft occurs, the State requests that the bank honor all checks and wires without penalty or additional charge to the State. In particular, the bank will cover overdrafts on those occasions when there is a non-bank holiday. Some of the State holidays listed below are not bank holidays.

➤ New Year's Day
➤ Martin Luther King Jr. Day
➤ Presidents Day
➤ Good Friday
➤ Memorial Day
➤ Independence Day
➤ Labor Day
➤ Columbus Day
➤ Election Day
➤ Veteran's Day

➤ Thanksgiving Day
➤ Christmas Day

During Calendar Year 2015, **the monthly average collected balance held in the five (5) OPG accounts was approximately \$33 million in aggregate.**

See **EXHIBIT J** for the **Average Collected Balances By Account for Calendar Year 2015.**

### **C. Medallion Signature Services**

The chosen bank must be able to provide the OPG with Medallion Signature Services. This service should be made available at a bank branch in close proximity to the OPG headquarters, currently located in Mercerville, NJ.

OPG will require a Medallion Signature guarantee when they are in possession of a physical stock or bond certificate that they need to sell or transfer on behalf of a client. The Medallion Signature will serve as a guarantee to the transferring bank that the signature on the certificates are genuine. All required legal documents that permit such transactions on behalf of the client will be furnished by OPG. After inspection, and upon supplying a Medallion Signature Guarantee, the bank would accept liability for any forgery. Other forms may also require Medallion Signature guarantees.

In Calendar Year 2015, the OPG conducted around **70 security transfers on behalf of its clients with the average value of the security exchanges being less than \$20,000 each.**

### **D. Teller Assisted Services**

#### **1. “No fee” Check Cashing Services**

Due to the nature of the funds being disbursed from these accounts, the chosen bank must maintain a strong branch presence throughout the State and commit to providing **“no fee” check cashing services to State payees.** It is the State's requirement that the vendor bank has locations with check cashing

capabilities in or in close proximity to each county of the State. The bank's capability and commitment to provide state-wide check cashing services will be a factor considered in the technical analysis of this proposal.

The bank must provide a current list of all its check cashing facilities in the State of New Jersey. The list should be organized by county. The bank should also include a map of the State with locations of all available check cashing facilities depicted.

Upon presentation of acceptable identification (to be identified by each bidding bank) the bank must cash all checks presented for payment at all member bank locations in New Jersey; **at no cost to the recipient.**

The bank's ability and commitment to provide **"no fee" state-wide check cashing services** over the life of this contract will be considered in the technical analysis of each bank proposal. The bank must list all its check cashing facilities in the State of New Jersey.

At the current time, the OPG is not in the position to explore alternatives to the check cashing requirements (i.e. pay card) alternatives.

A check may not be cashed if any one or more of the following conditions exist:

- Improperly endorsed check
- Endorsement missing
- Incorrect or missing "Authorized Signature"
- Check amount altered and/or payee name altered

## **2. Teller Assisted Deposit Services**

On a daily basis, the OPG will utilize Remote Deposit Capture Scanners as their primary method to perform check deposits, however the OPG must also maintain its ability to conduct teller assisted check deposits as a contingency plan.

In addition, OPG field representatives will require the ability to conduct cash and check deposits at local bank branches to secure clients' funds. On occasion, cash deposits in excess of \$10,000 will occur. The State requests that individual State representatives personal information, such as Social Security number or Driver's License information, not be required at the time of such deposits.

#### **E. ACH Requirements**

The following ACH requirements will not be repeated under the individual bank account write-ups.

The bank must be a member of the National Automated Clearing House Association (NACHA) and follow the rules outlined in the latest published ACH manual. The bank must have electronic transmission sending and receiving capabilities.

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

The bank must demonstrate its ability and willingness to support advancements offered by the ACH Network. It is the State's intention to take advantage of all advancements offered by the ACH Network.

All necessary security procedures must be followed to ensure the protection of the data and the integrity of the ACH system when data is received or transmitted electronically to the vendor bank or by the vendor bank.

The bank must have a documented contingency plan in place, either manual or other, as a backup to send and receive ACH data as it relates to the services requested in this RFP. The contingency plan documentation or procedure should be available for the State to review upon request.

The bank's Web-based Inquiry Communication System must provide State personnel with online access to the **most recent eighteen (18) months of ACH transaction detail and report generating capabilities.**

All ACH transaction items must be accessible to the State via the bank's Web-based Inquiry Communication System the same day of settlement.

All other transaction items (i.e. ACH Federal Reclamations) must be accessible to the State via the bank's Web-based Inquiry Communication System the morning after the transaction item is received by the bank. Users must have the ability to search for ACH Debit items by selecting an account number and return date.

#### **F. ACH Security Procedures – ACH Debit Block Requirements**

The chosen bank must use reasonable care to protect all State data contained on/in (i.e. bank statements, internal documents, file transmissions, emails and on the bank's Web-based Inquiry Communication System). All State data must be considered confidential and shall be solely for the use of the State of New Jersey.

Any use, loss, sale or offering of this data in any form by the bank, its employees, subcontractors, or assignees may be considered cause for contract termination and legal action to be taken by the State of New Jersey, with all cost of such legal action to be absorbed by the bank.

The bank must ensure the highest level of security is utilized when electronically transmitting or receiving files to or from the State. All necessary security procedures must be followed to ensure the protection of the data and the integrity of the ACH system.

The bank's system and procedures must safeguard the State's account(s) against unauthorized ACH Debit activity. If at any point unauthorized attempts are made to access State funds the bank must notify the Office of the Public Guardian immediately via email (contacts will be established after contract award).

The bank will be responsible for cooperating with the Office of the Public Guardian personnel and other State officials to identify violators and to protect the integrity of all State bank accounts.

## G. Depository Requirements

### 1. Deposit Credit and Availability

All deposits must be processed for collection and credited to the OPG account(s) the same day, provided that the deposit is made prior to the close of the bank business day. If the deposit is made after the close of the bank business day, the account will be credited the next bank business day. Availability of check deposits must, at a minimum be in accordance with the appropriate Federal Reserve District Availability Schedules.

Cash and “on-us” checks must receive same day availability as the deposit date.

### 2. Deposit Discrepancies and Adjustments

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 memorandum with a corresponding debit or credit to the account.

Information regarding all discrepancy adjustments must be delivered to the OPG within **three (3) business days** of the deposit date or the return of a deposited check. The following detail information must be included in the adjustment memorandum (debit or credit advice) for each discrepancy and/or adjustment:

1	Bank Account Number
2	Account Name
3	Original Deposit Date

4	Original Deposit Total
5	Adjustment Date
6	Adjustment Amount
7	Adjustment Type
8	Item(s) that contained the error

### 3. Dishonored Checks

The bank must immediately redeposit checks that are not honored the first time because of insufficient funds. The bank will only be permitted to debit the appropriate State account, after a check has been returned a second time due to insufficient funds.

**Within three (3) business days of receipt** of a dishonored check, the bank must provide the OPG with electronic notification consisting of a debit memo and an image (front and back) of the returned check. The bank must provide all electronic debit memos and check images via email or via the bank's Web-based Inquiry Communication System.

The following information must be included in the debit memo:

1	Bank Account Number
2	Account Name
3	Original Deposit Date
4	Return Date
5	Return Amount
6	Return Reason
7	Debit Amount Charged to Account
8	Date of Debit to the Account

The bank must provide in its proposal, a sample debit memo and check image (front and back) for verification and evaluation purposes.

In Calendar Year 2015, **there were 34 returned items across all five OPG accounts.**

#### **H. Deposit Supply Requirements – Multi-part MICR Encoded Deposit Slips**

Prior to contract commencement, the bank must supply OPG with **multi-part encoded deposit slips** in the quantities specified below, **at no cost to the State.**

<b>Quantity</b>	<b>MICR Encoded Deposit Slip Requirements</b>
1,000	OPG Representative Payee Account for Benefit of Wards
1,000	OPG Office Checking Account
1,000	OPG Escrow Account
500	Office of Professional Guardianship Registration (OPGR) Checking Account
1,000	Qualified Income Trust Account

OPG must have the ability to request additional deposit slips, at cost, as the need arises throughout the contract term. Delivery of additional deposit slips must be **within ten (10) business days of the request.** 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.

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 will remain with the agency.

The MICR encoded deposit slips for the following OPG accounts: OPG Representative Payee Account for Benefit of Wards, the OPG Office Checking Account, the OPG Escrow Account, and the Office of Professional Guardianship Registration (OPGR) Checking Account must contain the following information:

- State of New Jersey Office of the Public Guardian
- Account Name
- Account Number

- Agency's Address

Each deposit slip must be MICR encoded with:

- Account Name
- Bank ABA Number
- Bank Account Number

The MICR encoded deposit slips for the Qualified Income Trust Account must be a standard Escrow Deposit Ticket and include the following information:

- State of New Jersey Office of the Public Guardian
- Account Name
- Master Account Number
- A place to insert the Sub-Account Number
- A place to insert the Client's Name
- A place to insert the Tax Id#
- A place to insert the Client's Date of Birth
- Agency's Address

Each deposit slip must be MICR encoded with:

- Account Name
- Bank ABA Number
- Bank Account Number

## **I. Remote Deposit Capture (RDC) Services and Equipment**

The bank must provide the Office of the Public Guardian with Remote Deposit Capture Services. This service will provide the Office of the Public Guardian with the ability to deposit checks into their accounts from a location outside of the bank, without having to physically deliver the checks to the bank. This is accomplished by scanning the check and creating a compliant, digital image of the check at the agency location. This image must then be transmitted to the bank via a secure Internet connection.

The bank must provide all necessary software, hardware (scanners) and related maintenance to accommodate Remote Deposit Capture Services for the contract term. The bank must also provide initial set-up support and user instruction, as well as on-going product support.

The bank's Web-based Inquiry Communication System should be user-friendly and compatible with current operating systems. The Web-based Inquiry Communication System must also have the ability to be upgraded to be compatible with newer versions of the operating system.

- Prior to contract commencement, the Office of the Public Guardian will require the **installation of two (2) scanners**. The bank must provide scanner equipment that is new, appropriately sized and configured to reasonably accommodate the number of office-based check deposits.
- The systems should have sound, built-in controls over deposit preparation and should provide the customer with automated deposit acknowledgement and reporting capability.
- The system should minimally provide the Office of the Public Guardian with access to transaction history and deposit images for the **most recent ninety (90) days of business**. After that time frame, the Office of the Public Guardian must be able to access transaction history and deposit images for **seven (7) years from the date of deposit** either via the bank's Web-based Inquiry Communication System or some other bank archive system.
- Upon receipt of the check images, the bank must validate each image and determine how to optimally clear each check in the most cost and time efficient manner available. Checks must be cleared in one of the following ways:
  - Image Exchange
  - Substitute Check
  - "On-us" Deposit
- ACH conversion of checks is not an option for deposits at this time.

- The bank's appropriate funds availability schedule should be applied for all deposited items.
- **Within three (3) business days of receipt of a dishonored check**, the dishonored check, together with the debit memo must be forwarded to the Office of the Public Guardian.

## **J. Check Disbursement Requirements and Services**

The following check disbursement information and check disbursement service requirements will not be repeated under the individual bank account write-ups.

### **1. Check Issue File Transmission Requirements**

OPG will issue checks on a weekly basis. Checks will be printed locally at OPG offices and will be MICR encoded on standard check stock. OPG will submit a standard check issue file to the bank in advance of weekly check mailing.

On a weekly basis, the State will transmit a check issue file to the bank. Upon successful receipt of the file, the bank must send an acknowledging notification to OPG indicating that the file was received. The confirmation must indicate the total number of records and the total dollar amount included on the transmission file.

In the event of a faulty file transfer, the State will initiate subsequent transfers until a successful transmission is completed. The bank will be notified immediately in the event of a file transfer failure; likewise, the bank must email and telephone OPG personnel if a scheduled file is not received. OPG and bank contact personnel will be established after contract award.

When data is received, delivered manually or transmitted electronically to the bank or by the bank, the bank must utilize adequate security techniques in order to ensure the protection of the data and the integrity of the system.

The bank must identify and have an industry standard contingency plan in place, either manual or other, as a back-up procedure to receive the data.

See **EXHIBIT A State of New Jersey OIT File Transfer Guide** for a detailed description of the file protocol and methods of transmission supported by the State.

The bank must clearly identify that it can support the file protocol and methods of file transmission described in **EXHIBIT A State of New Jersey OIT File Transfer Guide**.

## **2. Web-based Positive Pay Services**

All checks presented for payment must be processed through the bank's positive pay system. With positive pay service, duplicate paid items, paid-no issue, debit/credit items or rejects should not exist on the bank reconciliation. These conditions should be researched by the bank, and if they are then found to be valid items, they are to be stripped and reentered into the system or corrected as required.

The check issue information will be processed on the bank's computer to establish an outstanding check file. Items such as adjustments, stop payments, cancellations, etc., must be processed as they are received. Each day, as the bank clears the checks, a computer match will be made against the outstanding file by check number and dollar amount. The bank must reconcile the account(s) and maintain a daily outstanding check file for all accounts.

Checks that are not bank errors and do not exactly match to the State's issue file are to be considered exception items. If the exception item(s) cannot be corrected by the bank, the item(s) must be presented to the OPG via the bank's Web-based System for review and "pay/no pay" instructions. Once a check is processed through the bank's positive pay system and a decision/determination is made by OPG the item/check must not be resubmitted.

The default for all check disbursement accounts must be for the bank to return all exception items unless OPG indicates otherwise.

### 3. Check Specifications – OPG System Printed Checks

OPG will purchase and use standard, blank Blue Letter Security Check Stock and print system generated checks with MICR toner. The blank security stock complies with all the ANSI X9B standards, including durability and toner adhesion. Checks stock specifications are as follows:

Page: 8.5" long, 11" high (1 Check per page)

Check: 8.5" long, 3.5" high

Checks may have up to **a ten (10) digit check number** printed on the upper right hand corner of the check which will be MICR encoded on the bottom of the check.

The State retains the right to change the check specification requirements upon 90 days prior written notice to the bank.

### 4. MICR Testing

The State will initially provide the bank with 25 checks per account for testing purposes. If the bank requires more than 25 checks, please stipulate the quantity required in your proposal submission. Test checks will be made available to the bank when requested. The State should not incur cost for MICR testing services. MICR testing results should be **available to the State within five (5) business days.**

The State continuously monitors its current processes and procedures in order to evaluate the cost effectiveness of its current systems and to explore the viability of alternatives in the industry. Therefore the State reserves the right to make enhancements and changes to its current check printing equipment and check stock. The State also reserves the right to outsource all or part of the check printing process. The bank must support the State in its efforts to enhance its check printing process and be willing to MICR re-test all checks impacted by State enhancements, **at no cost to the State.**

## 5. Paid Check File Transmission Requirements

On a monthly basis, the bank will be required to deliver a paid check file to the OPG. OPG staff must be able to download the file into the text (.TXT) or data (.DAT) file format in order for the file to be uploaded into OPG's internal system.

For files that are sent from the bank to the State, the bank must provide email notification to OPG personnel alerting them of the file transfer and its status of success or failure.

When data is received, delivered manually or transmitted electronically to the bank or by the bank, the bank must utilize adequate security techniques in order to ensure the protection of the data and the integrity of the system.

The bank must identify and have an industry standard contingency plan in place, either manual or other, as a back-up procedure to receive the data.

See **EXHIBIT A State of New Jersey OIT File Transfer Guide** for a detailed description of the file protocol and methods of transmission supported by the State.

The bank must clearly identify that it can support the file protocol and methods of file transmission described in **EXHIBIT A State of New Jersey OIT File Transfer Guide**.

## 6. Check Forgery Investigations

The vendor bank will be responsible for the prompt investigation of all forgery claims and subsequent payment(s) to the State for all resolved claims.

The State will initiate all forgery investigations by forwarding an original notarized forgery affidavit and an imaged copy of the original check to the vendor bank. Note: The State will not provide a bank issued "Affidavit of Forgery" document unless one is demanded by the cashing bank responsible for conducting the forgery investigation.

Upon the receipt of a forgery claim, the vendor bank must immediately begin its investigation and assign each forgery claim with a unique case/reference number. The bank must acknowledge the receipt of each forgery claim by sending an email to the OPG containing the unique case/reference number, the name of the payee and the check number.

The vendor bank must complete each forgery investigation **within sixty (60) calendar days of receipt of the forgery affidavit**. If it is found that a thorough investigation cannot be completed within the aforementioned time frame (e.g. the cashing bank fails to make restitution or provide a "Letter of Denial") the vendor bank must issue a cashier's check(s) to the State for the amount of the outstanding forgery claim(s).

If the vendor bank neglects to complete a forgery investigation **within sixty (60) calendar days of receipt of the forgery affidavit**, the State of New Jersey reserves the right to withhold the total check amount under investigation from the bank's monthly invoice.

If a forgery claim is found to be legitimate, the vendor bank must notify the OPG via email and send a cashier's check made payable, as directed by the OPG to either:

- The payee (claimant) with the case and check number referenced
- (or)**
- The State of New Jersey, with the name of the payee (claimant), case and check number referenced.

If a forgery claim is found to be not legitimate, the vendor bank must notify the OPG via email and forward the original forgery affidavit, image copy of the canceled check and "Letter of Denial" along with a detailed explanation of the bank's findings. The cause for denial of the forgery claim must be consistent with the general law of negotiable instruments and accepted by the State of New Jersey.

If the bank accepts/cashes an improperly endorsed check (i.e. not endorsed as drawn) or altered check (i.e. changed payee name or address) the bank must not treat the *improperly endorsed check(s)* as a forged item. Instead, the bank must issue the State a credit for the entire amount within **ten (10) banking business days**.

On a monthly basis, the bank must provide the OPG with a *Forgery Investigation Status Report* via email. The bank must provide a sample *Forgery Investigation Status Report* with its proposal for evaluation purposes. The forgery claims must be listed in account number order and contain the following details:

1	Payee Name
2	State bank account number
3	Check issue date
4	Check number
5	Check amount
6	Date check was cashed
7	Receipt date of forgery affidavit
8	Status of forgery claim
9	Name of cashing bank
10	Response of cashing bank
11	Vendor bank assigned case number

The bank must not charge the State of New Jersey or the payee/claimant a fee for issuing or replacing a previously issued cashier's check.

In Calendar Year 2015, there were **no forgeries investigations** initiated for any of the OPG accounts.

**K. Web-based Inquiry Communication System**

The bank must provide representatives from OPG with access to its Web-based Account Inquiry Communication System.

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

The search parameters must allow the user to drill down to view the daily details of any given month. In addition, all data must be accessible in detail and summary form by calendar year and fiscal year to view monthly and year to date totals.

In addition, as part of the web-based reporting capability, user friendly readable summary and detail account activity must be available for both viewing and downloading in Microsoft Excel and PDF formats for all accounts. This information should be accessible for a minimum of the most recent **fourteen (14) business days**.

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

Only authorized State personnel will be permitted to initiate inquiries. The authorized personnel from the OPG will be identified after contract award.

Prior to contract commencement, the bank must properly train representatives from the OPG in all its system applications and security features. A system manual must be provided to OPG staff and the manual must be updated as system enhancements occur.

The bank must have a viable disaster and recovery plan in place and utilize dual hot sites to back up all account data.

The bank's Web-based Inquiry Communication System must provide the following features:

1	View prior days' deposit slips and deposited items by 10:00 a.m.
2	7 year paid check image archive (front & back) both paid & rejected
3	Download/save/print check images (front & back) on one (1) page
4	View most recent eighteen (18) months of historical data
5	View most recent eighteen (18) months of outstanding items
6	View most recent eighteen (18) months of paid items
7	Multiple standard/configurable/expandable search functions (<, >, =)
8	Ability to issue stop payments and remove stop payments
9	Ability to download data to be used in Excel and PDF formats
10	View ACH details same day as settlement
11	Web-based positive pay capabilities

### 1. Web-based Check Deposit Inquiry Module

State personnel must have the ability to view images of the prior day's deposit slips and deposited items, for all deposits, via the bank's Web-based Inquiry Communication System. The deposit slips and deposited items should be available for viewing **by 10:00 a.m.** the day following the deposit. The bank's system should provide search capability by:

1	Bank Account Number
2	Deposit Date
3	Deposit Amount

It is the State's preference to have immediate web-based access to all deposit slips and deposited items for a minimum of **eighteen (18) months with archive access for seven (7) years.**

For all RDC deposits the system should minimally provide access to check deposit images for the most recent **ninety (90) business days** of deposit activity. After that time frame, the agencies should be able to access

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

## **2. Web-based Check Status Inquiry Module**

The State must have the ability to electronically look up the status of a check via the bank's Web-based Inquiry Communication System.

Under a tab titled "Check Status Inquiry" the bank must provide drop down menu where the user can select the account number and enter either a single check serial number or a range of check serial numbers.

A *check status search* must clearly result in the check's status being displayed as either:

- Outstanding –the check issue date must be displayed.
- Paid – the check paid date must be displayed with a link to view, print and save the paid check image. Note: All paid check images must include the front and back of the check.
- Stop – the stop payment date must be displayed.
- Not Found
- Cancel
- No information on file

The bank's Web-based Inquiry Communication System must be designed so that the user is not required to navigate through several applications in order to establish the status of a given check.

## **3. Web-based Paid Check Inquiry Module**

State personnel must have the ability to view all check disbursement activity for all accounts and any additional accounts that are added. The bank must capture all paid check images (front and back). The Web-based Check Inquiry System must be updated daily to reflect new issues, paid items, rejected items, canceled items and stop payments.

Paid check activity should be stored and accessible via the bank's Web-based System covering a minimum of **eighteen (18) months**. Outstanding items should remain on the bank's Web-based System covering a minimum of **eighteen (18) months** or until the State instructs the bank to remove them.

The bank's Web-based System must offer check images (front and back) of all paid checks. Paid check images must be archived for **seven (7) years**. The bank's Web-based System must provide an image and data archive, enhanced search and user capabilities and provide multiple users access to the system at one time. All account data must be stored and accessible within **24 hours**. All paid check images (front and back) must be stored and accessible within **48 hours**.

Inquiries will include, but not be limited to a check's status based on the following classifications:

1	Bank Account Number
2	Date Period Covered
3	Beginning Check Number
4	Check Issue Date
5	Check Paid Date
6	Outstanding (Not Paid)
7	Stop
8	Not Found

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 deposited check within **three (3) business days**.

#### **4. Web-based Stop Payment Module**

The State must have the ability to electronically issue stop payments and remove stop payments via the bank's Web-based Inquiry Communication

System. Users must have the ability to select the account number and enter either a single check serial number or a range of check serial numbers without the need to sign in for each individual stop payment request or stop payment range request.

Checks that have stop payments placed on them by the State must be clearly identified on the bank's Web-based Inquiry Communication System and on bank statements as "outstanding" and having a "stop payment" in place. Stop payments must not be used to reduce the outstanding check totals.

An electronic or manual stop payment must be considered effective for that day's clearances and must remain in effect until the bank is officially notified by the project manager to remove the "stop payment".

The bank must provide a stop payment contingency plan that functions the same as an electronically issued stop payment. State personnel must have the ability to issue manual stop payments via email and telephone and have the ability to include a single check serial number or a range of check serial numbers.

In the event of a manual stop payment order, the bank must record the date, the time, the name of the bank representative receiving the order, and the name of the State representative placing the stop order. The bank must confirm all electronic and manual stop payments orders **no later than 8:00 a.m. E.T. the following day.**

An original check on which a stop payment has been placed must be clearly identified on the bank's Web-based Inquiry Communication System and on bank statements as a "stopped item" indefinitely until the bank is officially notified by the project manager to remove the "stop payment".

In Calendar Year 2015, the OPG placed approximately **307 stop payments** via the bank's Web-based Inquiry Communication System; no manual stop payments were issued.

## 5. Web-based ACH Inquiry Module

The bank must provide an ACH Web-based Inquiry Communication System for the reporting of all ACH transactions. All ACH items must be accessible to the State via the bank's Web-based Inquiry Communication System the same day of settlement. The following information must be accessible via the bank's Web-based ACH System:

1	Bank Account Number
2	Transaction Date
3	Settlement Date
4	Transaction Type (Credit or Debit)
5	Transaction Amount
6	Claimant ID Number (SSN)
7	Claimant Name
8	ACH Trace Number
9	Any Other Addenda Supplied

The ACH Web-based Inquiry System should be capable of generating reports that can be downloaded by State personnel into both Microsoft Excel and PDF formats.

## 6. Web-based Funds Transfer Module

The bank's Web-based Inquiry Communication System must permit OPG employees to transfer funds from one OPG Account to another OPG Account via an internal book-to-book transfer. Funds that are transferred from one OPG Account to another OPG Account must receive immediate credit and funds availability.

### L. Bank Statements and Reporting Requirements

The State requires a monthly bank statement be provided for each account on a "calendar month basis" via the bank's Web-based System or via an electronic file

in the PDF format. The State must have the ability to download and save the monthly bank statements in the PDF format (for auditing purposes the State cannot accept a file that can be altered in any way). The OPG must also have access to its bank statement, reconciliation report and support documents no later than **3:00 p.m. three (3) working days** after the months' end

All transaction types must be clearly identified on the bank statement (i.e. ACH Credits, ACH Debits, Federal Reclamation, RDC Deposits, Check and Cash Deposits, Checks Paid, Returned Items, Debit Items and Credit Items). All credit and debit transactions must be supported by debit and credit memos, with detailed explanations.

All bank statements must include the following information:

1	Bank Account Number
2	Opening Balance
3	Closing Balance
4	Total of each deposit
5	Total number of deposited items
6	List of all debits and credits
7	Checks Paid
8	Bank Sequence Number
9	ACH Trace Number
10	Grand Total

Reports provided must include, but are not limited to, the following:

**1. Daily Automated Balance Reporting**

All accounts established and any future accounts established will require daily automated balance reporting in unencrypted BAI2 format via the internet without the use of a secure card random assigned personal identification number (PIN), or other means that would inhibit the automated retrieval of the

bank data. Any encryption format required by the bank must be compatible with the automation of the retrieval process of the bank report, such that a bank report can still be retrieved and unencrypted in an automated fashion.

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

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

1	Ledger balance
2	Collected balance
3	Total credits
4	Total debits
5	1-day float
6	2-day float

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

As technology improves, the State requires that the chosen vendor remain flexible, throughout the term of this contract and any extensions, as it relates to the method of balance reporting in unencrypted BAI2 format.

**2. Paid Check File**

On a monthly basis, the bank must provide the OPG with an electronic file of the check paid items for the previous month. The file must contain, at a minimum the following information:

1	Bank Account Number
2	Check Number
3	Check Paid Date
4	Check Amount
5	Check Issue Date

## M. Accounts Required

### 1. OPG Representative Payee Account for Benefit of Wards #1

The State will establish an OPG Representative Payee Account for Benefit of Wards #1, to deposit and disburse funds of the wards. This account will have a high level of transactional activity and be funded by internal book-to-book transfers, checks, cash and ACH deposits.

During Calendar Year 2015, there were **1,460 check deposits** performed via RDC. These deposits contained **5,530 check deposit items which totaled approximately \$23.2 million.**

During Calendar Year 2015, there were also **136 Over-the-Counter deposits conducted**, consisting of both checks and cash. These deposits **totaled approximately \$98,000.**

In Calendar Year 2015, the OPG Representative Payee Account for Benefit of Wards #1 received a total of **20,387 ACH credits representing approximately \$21.5 million.**

The OPG Representative Payee Account for Benefit of Wards #1 will receive regular, monthly ACH credits representing direct deposits of ward pension and social security benefits. ACH incoming credits will be in a NACHA approved format.

This account will also receive International ACH credits. In Calendar Year 2015, this account received **56 International ACH Credits totaling approximately \$33,769.**

The OPG Representative Payee Account for Benefit of Wards #1 will issue checks on a weekly basis. In Calendar Year 2015, there were **31,000 checks issued out of this account totaling approximately \$43.2 million.**

During Calendar Year 2015, **the monthly average collected balance in the OPG Representative Payee Account for Benefit of Wards #1 was approximately \$26.3 million.**

This account will require ACH debit block service.

See **EXHIBIT K** for the **OPG Representative Payee Account for Benefit of Wards #1 Transaction Detail for Calendar Year 2015.**

## **2. OPG Office Checking Account #2**

The State will establish the OPG Office Checking Account #2. This account will be funded primarily by check deposits and internal book transfers from the OPG Representative Payee Account for Benefit of Wards #1 and the OPG Escrow Account #3. All check deposits will be performed via RDC.

During Calendar Year 2015, there were approximately **107 check deposits containing 107 deposit items which totaled approximately \$4.3 million.**

In Calendar Year 2015, this account also received **4 internal book to book transfers totaling approximately \$168 thousand.**

The OPG Office Checking Account #2 will also issue check disbursements. In Calendar Year 2015, there were **3,210 checks issued valued at approximately \$4 million.**

There were also **105 internal book to book transfers** issued from the OPG Office Checking Account #2 to the OPG Representative Payee Account for Benefit of Wards #1.

During Calendar Year 2015, the **monthly average collected balance held in the OPG Office Checking Account #2 was approximately \$725,706.**

See **EXHIBIT L** for the **OPG Office Checking Account #2 Transaction Detail for Calendar Year 2015.**

### **3. OPG Escrow Account #3**

The State will establish an OPG Escrow Account #3 to hold escrowed commissions and fees.

This account will be funded by check deposits made via RDC. In Calendar Year 2015, there were **50 checks deposited into the OPG Escrow Account #3 totaling approximately \$1.9 million.**

On occasion, this account will be funded by an internal book transfer from the OPG Representative Payee Account #1. In Calendar Year 2015, the OPG Escrow Account #3 was funded **by 1 internal book transfer.**

Funds will be disbursed out of the OPG Escrow Account #3 via internal book transfers to the OPG Representative Payee Account for Benefit of Wards #1 and the OPG Office Checking Account #2. In Calendar Year 2015, there were 68 internal book transfers out of the OPG Escrow Account #3.

During Calendar Year 2015, the **monthly average collected balance held in the OPG Escrow Account #3 was approximately \$6.1 million.**

See **EXHIBIT M** for the **OPG Escrow Account #3 Transaction Detail for Calendar Year 2015.**

**4. Office of Professional Guardianship Registration (OPGR) Checking Account #4**

The State will establish the Office of Professional Guardianship Registration (OPGR) Checking Account # 4. This account had no activity in Calendar Year 2015. This account must remain open and available to the OPG if needed.

**5. Qualified Income Trust Account #5 (Escrow Account Services)**

The State will establish an OPG Qualified Income Trust Account (QIT) #5 in order to fulfill certain Medicaid requirements. New Jersey's Medicaid program implemented a financial eligibility policy that will allow higher income persons seeking long-term care services and supports, who cannot afford the private cost of such care, to place income that is above the allowable Medicaid income limit into a Qualified Income Trust, also known as a "Miller Trust."

The income deposited each month into the QIT must then be paid out each month for the Medicaid beneficiary's specified post-eligibility expenses.

Each ward must have an individual QIT account or sub account at the bank. The ward's individual QIT sub accounts are all linked to one master QIT account which will be opened in OPG's name.

The Office of the Public Guardian will provide a W-9 for a ward signed by the Public Guardian along with a sub account form to the bank to open each individual QIT sub account.

Income, mostly pensions and Social Security payments, will be received via an ACH deposit into the QIT sub accounts. On occasion checks will also be deposited into these sub accounts. Checks will also be written from the QIT network.

For newly appointed wards OPG may not be aware of all income sources for a ward and may begin to deposit income into the OPG Representative Payee Account for the ward not realizing there are additional income sources that will place the ward over the monthly income amount allowed for Medicaid recipients. If

this is the case once OPG identifies and collects income over the monthly resource limit there will be a need to have the ability to transfer money (book-to-book transfer) from the Representative Payee Account into the master QIT account and then again transfer the income to the QIT sub account for a particular ward.

For reporting to Medicaid and the Court a bank statement showing deposits and withdraws to and from the QIT network is required.

It is anticipated that OPG will require approximately 100 QIT sub accounts. If an average monthly income over the resource limit is estimated at \$2,200.00, the amount of funds credited and then withdrawn from the QIT network would be approximately \$220,000.00 per month.

During Calendar Year 2015, the **monthly average collected balance held in the Qualified Income Trust Account #5 was approximately \$50.**

**N. Vendor Contact Personnel**

The bank should 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 should provide the lines of communication (proper contact personnel, names, locations and telephone numbers) for immediate response to any request for information pertaining to these accounts.

The State requires that the vendor designate a minimum of two individuals for each category noted below (not necessarily all inclusive) who will be responsible for the daily inquiries, problems, initial and on-going training, etc.

1	ARP Reconciliation
2	ACH transmission
3	ACH inquiries
4	Check status inquiry problems

5	Controlled disbursement reporting
6	Wire room
7	Daily balance reporting
8	Check testing
9	Bank Statements, credits and debits
10	Invoice and bank analysis
11	Forgeries
12	Training

In the event a personnel change results in a different liaison being assigned to the State, written notification should be provided to the Office of Management and Budget, Cash Management Unit and the Office of the Public Guardian **15 days** prior to the change becoming effective.

#### **O. Training**

The bank must provide adequate training both initially and ongoing 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 Office of the Public Guardian during the implementation and testing phases.

A minimum of **two (2) sets** of operating manuals must be provided to the State preferably in hard copy, with any subsequent additions, deletions or revisions to the manuals forwarded to the State promptly.

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

The bank must be certain that the Web-based Inquiry Communication System is operating satisfactorily and that State personnel have been properly trained on its use.

**P. Implementation and Testing**

The bank must provide a detailed implementation and testing schedule starting on the date of contract award and ending prior to **August 1, 2017**.

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

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

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

The implementation and testing schedule must include at least one face to face post implementation meeting.

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

## VI. 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 <b>SECTION VII., Vendor Response.</b>
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 and 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.
Check cashing and Remote Deposit Capture (RDC) capabilities.
The State's overall assessment of client references.
Quality of customer service resources provided and turnaround for problem resolution.
Completeness and feasibility of the bank's implementation, testing and training plans.
Check imaging capabilities (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.
Premium applied to any unused balances.
Cost.

## VII. 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 II. Terms and Conditions, Section III. Other Mandatory Provisions and Section IV. Payment Method and Terms** will be considered materially non-responsive and therefore rejected.

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

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

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

1. Confirm the bank understands and accepts all the **TERMS AND CONDITIONS, OTHER MANDATORY PROVISIONS** and **PAYMENT METHOD AND TERMS** of this Request for Proposal (RFP).
2. Confirm the bank maintains a branch presence throughout the State of New Jersey. Include a detailed list of all bank locations throughout the State; broken down by county.

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

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

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

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

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

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

5. The Bidder must state whether it has had a contract terminated for default in the last **five (5) years**. Termination for default is defined for these purposes as notice to stop performance delivery due to non-performance or poor performance and non-performance was either: not litigated due to inaction of the Bidder; or, litigated and determined that the Bidder was in default.
  - a. If the Bidder has had such a contract termination, the proposal should contain full details including the party's name, address and telephone number. The Bidder should explain the action taken to correct the problems involved prior to contract termination.
  - b. If the Bidder has not had a contract terminated for default in the last five (5) years state this fact clearly.

6. Confirm the bank's understanding of the State's file protocol and methods of file transmission depicted in **EXHIBIT A State of New Jersey OIT File Transfer Guide**. The bank must clearly identify any/all methods of file transmission depicted in **EXHIBIT A State of New Jersey OIT File Transfer Guide** that it can support.

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

The bank must define the methods of file transmission it plans to utilize to deliver services as requested in the Office of the Public Guardian RFP and include sample file layouts.

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

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

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

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

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

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

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

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

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

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

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

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

- i. **Destruction Requirements:** Confirm the bank will destroy all public documents in accordance with State regulations and follow the retention schedule promulgated by NJDORES.

9. Confirm the compensating balance will be considered as the total average collected balance of each account less the non-earning Federal Reserve requirement in effect during the course of the contract term. Confirm the earnings rate will be determined from the average of each month's 13-week Treasury bill yield auction results.

Confirm if the bank will apply a premium to any unused or excess balances each month. If yes, clearly define the premium rate the bank will provide.

10. Describe in detail the bank's customer service operation, procedures, turnaround/response times, and staffing levels. Complete customer service capabilities and resources may be reviewed at an oral presentation or viewed and critiqued by the committee if a site visit is requested by the State.

11. Provide the names and contact information for the officers and management personnel (including any subcontractors' personnel, if applicable) who will be responsible for the fulfillment of the services requested herein; e.g. daily operations, hard copy reports, electronic reports, file transmission issues, daily balance reporting, invoices/analysis, bank statements, earnings credit rate, controlled disbursement, positive pay, ACH services including ACH debit blocks, Web-based Inquiry Communication System to perform account detail and summary look ups, paid check images, transaction detail information and to initiate transactions (i.e. stop payments, internal book-to-book transfers and payment cancels), disaster and recovery, technology issues, customer services, implementation and testing, and training.

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

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

12. For reference purposes, provide the names, addresses, contacts and telephone numbers for three (3) of your present customers for whom the bank is providing similar services as those requested herein; ACH debits/credits and debit block services, Remote Deposit Capture Services, earnings credit rate, daily balance reporting, access to the bank’s Web-based Inquiry Communication System to complete inquires and to perform/initiate transactions. If possible, provide references with activity volumes equal to or greater than those depicted in this RFP. Include any other information concerning the bank’s experience that would assist the State in evaluating the bank’s capabilities.
  
13. Acknowledge the bank understands that the State reserves the right to increase or decrease the number of accounts and change the type of payments deposited into these accounts and issued from these accounts during the course of the contract term. Acknowledge the bank understands the State will require prior day reporting for all accounts established as a result of this RFP.
  
14. Confirm that all accounts established as a result of this RFP will be established as “Preferred Status” accounts. Confirm that all accounts will be established with a credit line sufficient to cover all daylight overdrafts without penalty or additional charge to the State, and all checks and wires will be honored regardless of the current balance in the account(s). Confirm the bank will cover overdrafts on those occasions when there is a non-bank holiday.

15. Confirm the bank's ability to provide the OPG with Medallion Signature Services. Confirm that this service should be made available at a bank branch in close proximity to the OPG headquarters, currently located in Mercerville, NJ.
16. Confirm the bank will cash all checks presented for payment at all member bank locations in New Jersey, **at "no cost" to the recipient**. The bank must provide a current list of all its bank locations in the State of New Jersey. The list should be organized by county. The bank should also include a map of the State with locations of all available check cashing facilities depicted.

Provide specific demographics pertaining to these locations; e.g., maximum number of tellers and hours of operation, etc.

Define what forms of identification will be considered "acceptable forms of identification" by all bank locations in New Jersey.

17. Confirm the bank can meet the Improperly Endorsed Check requirements as stipulated in the RFP text. Confirm that checks will not be cashed if any one or more of the following conditions exist: improperly endorsed check, endorsement missing, incorrect or missing Authorized Signature, check amount altered or payee name altered.
18. Confirm the bank is a member of the National Automated Clearing House Association (NACHA) and will follow the rules and regulations as outlined in the latest published ACH operating manual. Confirm the bank's ability and willingness to support advancements offered by the ACH Network. Confirm the bank has electronic CCD, CCD+, PPD and CTX file transfer sending and receiving capabilities.
19. Confirm that all ACH transaction items will be accessible to the State via the bank's Web-based Inquiry Communication System the same day of settlement. Confirm that all other ACH transaction items (i.e. ACH Federal Reclamations) will be accessible to the State via the bank's Web-based Inquiry Communication System the morning after the transaction item is received by the bank.

Confirm the bank's Web-based Inquiry Communication System will provide State personnel with online access to the **most recent eighteen (18) months of ACH transaction detail and report generating capabilities**.

20. Confirm that the bank can protect accounts against unauthorized ACH debit activity. Confirm the bank will notify the OPG immediately via email if unauthorized attempts are made to access State funds. Confirm the bank will cooperate with OPG personnel and other State officials to identify violators and to protect the integrity of all State bank accounts.
21. Confirm that all deposits will be processed for collection and credited to the OPG account(s) the same day, provided that the deposit is made prior to the close of the bank business day. Confirm that all deposits made after the close of the bank business day, will be credited the next bank business day.
22. Confirm that cash and "on-us" checks will receive same day availability as the deposit date. Confirm that the availability for check deposits will be at a minimum in accordance with the appropriate Federal Reserve District Availability Schedules.
23. Confirm that credit will be given for the amount shown on the deposit slip and no changes will be made to the original deposit slip. Confirm that deposit adjustments will be reflected on separate adjustment memorandum along with a corresponding debit or credit to the account.
24. Confirm that information regarding all deposit adjustments will be delivered to the OPG **within three (3) business days** of the deposit date or the return of a deposited check. Confirm the bank's ability to deliver the following information in the adjustment memorandum (debit or credit advice) for each discrepancy and/or adjustment: bank account number, account name, original deposit date, original deposit total, adjustment date, adjustment amount, adjustment type and the item that contained the error.
25. Confirm the bank will immediately redeposit checks that are not honored the first time because of insufficient funds. Confirm the bank will only debit the appropriate State account, after a check has been returned a second time due to insufficient funds.

Confirm the bank's ability to provide the OPG with notification consisting of a debit memo and an image (front and back) of the returned check **within three (3) business days of receipt** via the bank's Web-based Inquiry Communication System. Confirm the debit memo will contain the following information: bank account number, account name, original deposit date, return date, return amount, return reason, debit amount

charged to account and the date of account debit. Bidders must provide a sample debit memo and check image (front and back) for verification and evaluation purposes.

26. Confirm the bank's willingness and ability to provide the OPG with multi-part encoded deposit slips in the quantities specified in the RFP; **at no cost**.

Bidders must define the multi-copy requirement of the deposit slips to meet the bank's internal processing requirements, taking into account that one (1) copy will remain with the OPG. Bidders must include a sample multi-part encoded deposit slip with its bid submission for verification and evaluation purposes.

27. Confirm that the OPG will have the ability to request additional multi-part encoded deposit slips as the need arises, throughout the contract term, **at cost**.

The bank must identify in its proposal the contact person for reordering multi-part encoded deposit tickets and confirm that orders will be received **within ten (10) business days of the request**.

28. Confirm the bank's ability to provide the OPG with **two (2) web-based Remote Deposit Capture Scanners** including: all the necessary software, hardware (scanners), and related maintenance for the term of the contract. Confirm the bank is prepared to provide initial set-up support, user instruction and on-going product support.

29. Clearly list and explain the Remote Deposit Capture Scanner equipment the bank is proposing to accommodate the check deposit volumes depicted in this RFP. Detail the scanners' recommended minimum and maximum daily imaging volume thresholds. Describe the initial RDC set-up support and on-going support the bank will provide to the OPG.

Confirm the Remote Deposit Capture Scanners are user-friendly and compatible with current operating systems and web browsers. Confirm the RDC systems/software can be upgraded so they are compatible with newer operating systems and web browser versions.

30. Detail the RDC user deposit controls and the deposit acknowledgments that will be provided at the time of deposit completion. Define the cut-off time for same-day ledger credit.

Confirm the systems will allow access to view transaction history and deposit images for the most recent ninety (90) days of business and that after that time frame, transaction history and deposit images will be available for seven (7) years from the date of deposit either via the bank's Web-based Inquiry Communication System or some other bank archive system.

31. Confirm the bank's ability to send an acknowledging notification to the OPG upon successful receipt of the weekly check issue file.

Confirm the acknowledging notification will contain the total number of records and the total dollar amount included on the check issue file. Define the bank's contingency plan for receiving the check issue file if normal procedures are not successful.

32. Describe the bank's Positive Pay services and procedures. Detail the bank's procedures and turn around times, given the State's requirements as outlined in this RFP, concerning exception items. Confirm the default for all check disbursement accounts will be for the bank to return all exception items unless the State indicates otherwise.

Confirm checks that do not exactly match the State's issue file will be electronically presented to the Office of the Public Guardian for review and "pay/no pay" instructions. Confirm the bank's Web-based Inquiry Communication System has an edit feature available to correct check serial numbers and check amounts.

Confirm the bank will not permit checks to be resubmitted after a determination/decision has been reached by the State.

33. Confirm the bank's understanding that the State reserves the right to change the check specification requirements upon 90 days written notice.

34. Describe the bank's MICR Rejection Standards and what penalties, if any, will be incurred by the OPG if these standards are not met.

Define the number of checks that will be required for initial MICR testing purposes and how often testing will be required? Confirm the State will not incur a fee for MICR testing services (both initially and on-going).

Confirm the bank will deliver MICR testing results to the OPG **within five (5) business days**. Define how the bank will deliver the MICR testing results (i.e. hardcopy, email or secure web page format).

35. Confirm the bank's ability to deliver a paid check file to the OPG on a monthly basis. Confirm that OPG staff members will have the ability to download the file into the text (.TXT) or data (.DAT) file formats in order for the file to be uploaded into OPG's internal system.
36. Confirm the bank can meet the Check Forgery Investigation requirements as stipulated in the RFP text including the stipulated **sixty (60) day turnaround time** for payment to the State.

Describe the assurances the bank can provide the State that your bank will be proactive/aggressive regarding forgery investigations?

Confirm the bank's ability to email the OPG a monthly Forgery Investigation Status Report containing the details required in this RFP. The bank must provide a sample Forgery Investigation Status Report for evaluation purposes.

37. Confirm the bank's Web-based Inquiry Communication System permits users the ability to search, view, print and download/save transaction items. The bank must provide sample screen shots for each of the web-based reporting modules required by the State.

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

38. Confirm that the OPG will have the ability to view images of the prior day's deposit slips and deposited items, for all deposits, via the bank's Web-based Inquiry Communication System. Confirm the deposit slips and deposited items will be available for viewing **by 10:00 a.m. the day following the deposit.**

Confirm the OPG will have immediate web-based access to all deposit slips and deposited items for a **minimum of eighteen (18) months with archive access for seven (7) years.**

39. Confirm the bank's Web-based Inquiry Communication System contains a Check Status Inquiry Module. Confirm this module will permit users the ability to search by check status (i.e. outstanding, paid, stop, not found, cancel).

40. Confirm the bank's Web-based Inquiry Communication System contains a Paid Check Inquiry Module. Confirm the bank will capture all paid check images (front and back).

Confirm paid check activity will be accessible via the bank's Web-based System covering a **minimum of eighteen (18) months** and outstanding items will remain on the bank's system covering a **minimum of eighteen (18) months.**

Confirm that OPG employees will have immediate access to paid check images that span back **seven (7) years from the check paid date** via the bank's Web-based Inquiry Communication System or some other bank provided archive .

41. Confirm the bank's Web-based Inquiry Communication System contains a Stop Payment Module that permits authorized State employees to electronically issue stop payments and remove stop payments via the bank's Web-based Inquiry Communication System. Confirm users will have the ability to select an account number and enter either a single check serial number or a range of check serial numbers without the need to sign in for each individual stop payment request.

Confirm the bank has a stop payment contingency plan in place that functions the same as electronic stop payments. Confirm the bank will acknowledge all electronic and manual stop payments orders **no later than 8:00 a.m. E.T. the following day.**

Confirm that all electronic and manual stop payments will be clearly identified on the bank's Web-based Inquiry Communication System and on bank statements as "outstanding" and having a "stop payment" in place.

Confirm the stop payments will become effective for that day's clearance and will remain in effect until instructed by the project manager to remove the "stop payment". Confirm the bank will not use stop payments to reduce outstanding checks balance.

42. Confirm the bank's Web-based Inquiry Communication System has an ACH Inquiry Module for the reporting of all ACH transactions. Confirm that all ACH items will be accessible via the bank's web-based system the day of settlement and that the following details will be accessible: bank account number, transaction date, settlement date, transaction type, transaction amount, claimant ID number (SSN), claimant name, ACH trace number and any addenda supplied.

Explain how the bank will handle and report incoming international ACH credits.

43. Confirm that the bank's Web-based ACH Inquiry Module is capable of generating reports that can be downloaded by OPG staff into both Microsoft Excel and PDF formats.

Confirm that bank account number, transaction and settlement dates, transaction type, amount, claimant ID (SSN) and name, ACH trace number and any other addenda supplied will be included as part of the downloaded information.

44. Confirm the bank's Web-based System will contain a Funds Transfer Module that will permit OPG employees to move funds across accounts within the OPG account network (book-to-book transfers). Confirm that funds transferred from one OPG account to another OPG account within this network will receive immediate credit and funds availability.

45. Confirm the bank's ability to deliver the OPG an Monthly Bank Statement by **3:00 p.m. E.T. three (3) business days after the end of the calendar month** via the bank's Web-based System or an electronic file in the PDF format.

Confirm that all transaction types will be clearly identified on the bank statement (i.e. ACH Credits, ACH Debits, Federal Reclamation, RDC Deposits, Check and Cash Deposits, Checks Paid, Returned Items, Debit Items and Credit Items). All credit and debit transactions must be supported by debit and credit memos, with detailed explanations.

46. Confirm the bank can provide the electronic Daily Required Automated Balance Reporting (prior day) as defined in the RFP (by 7:30 a.m.) in the 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 data.
47. Confirm that the bank can establish an OPG Master Qualified Income Trust Account (QIT). Confirm also that OPG can establish QIT sub accounts for any individual ward requiring one.

Confirm that ACH and check deposits can be received into each QIT sub account and that checks can also be written from the QIT network.

Also confirm the the bank can provide a bank statement showing all deposits and withdraws to and from the QIT network.

48. Confirm the bank's ability to meet ALL the requirements outlined in this RFP, including but not limited to: account services and maintenance, daily automated balance reporting, required bank reports/files, monthly invoice and analysis, ACH and Check disbursement services (including debit block), ACH reporting, ACH file transfers, access to the bank's Web-based Inquiry Communication System (including: account data information, ACH detail information and wire transfer functionality). The bank must reveal all services defined in the RFP that it cannot provide according to the specifications. The bank should indicate why the bank cannot deliver the service or standard as requested
49. Confirm the bank will supply a minimum of **two (2) sets of operating manuals** with any subsequent additions, deletions or revisions to the manuals forwarded to the OPG promptly.

Include a training outline and schedule specifying topics to be reviewed, the time allocated for each, and identify the trainer(s) along with their experience. Training must include reviews and demos of ALL Web-based modules and reporting functions.

50. Provide a detailed implementation schedule to achieve the August 1, 2017 contract commencement requirement. Provide beginning and end dates for each of the critical RFP requirements: opening of bank accounts, remote deposit capture (RDC) set-up, establishing account administrators, training State personnel, providing access to the bank's Web-based Inquiry Communication System (including: account data information, ACH detail information, stop payments, and funds transfer functionality).

Provide a detailed breakdown of the timeframes and resources required to establish and test the information exchange communications between the State and the bank pertaining to file transfer testing, automated balance reporting testing, MICR/check testing. Define both the OPG and bank personnel commitment requirements during the conversion process. Disclose any factors that may impact the proposed deliverable schedule.

The implementation and testing schedule must include a least one face to face post implementation meeting.

**VIII. COST SCHEDULE**

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

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

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

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

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

Following are the pricing categories that 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.

<b>Account Services and Maintenance</b>			
1	Account Maintenance Fee	\$	/Account/Month
2	Daily Balance Reporting (Prior Day) (Automated to Treasury Workstation via Web in BAI2)	\$	/Month
<b>ACH Services</b>			
3	ACH Credit Received	\$	/Per Item
4	ACH Credit Received (International)	\$	/Per Item
5	ACH Debit Block	\$	/Account/Month
6	ACH Debits	\$	/Per Item

<b>Check Disbursement Services</b>			
7	Positive Pay Maintenance	\$	/Per Month/Account
8	Positive Pay File Transmission	\$	/Per Transmission
9	Check Paid - Positive Pay	\$	/Per Check
10	Positive Pay Returned Item	\$	/Per Item
11	Check Paid – No Positive Pay	\$	/Per Check
12	Stop Payment Web-based	\$	/Per Stop
13	Stop Payment Manual	\$	/Per Stop
<b>Teller Assisted Services</b>			
14	Teller Assisted Deposit (Check)	\$	/Per Deposit
15	Teller Assisted Deposited Item (Check)	\$	/Per Check
16	Teller Assisted Deposit (Cash)	\$	/Per Deposit
<b>Remote Deposit Capture Services</b>			
17	Remote Deposit Capture Services Implementation Fee	\$	/Per Scanner
18	Remote Deposit Capture Scanners (cost per unit)	\$	/Per Scanner
19	Remote Deposit Capture Services Monthly Maintenance	\$	/Per Scanner/Month
20	Remote Deposit Fee	\$	/Per Deposit
21	Remote Deposit Item Imaged	\$	/Per Item
22	RDC – Image Clearing	\$	/Per Item
<b>Deposit Services and Deposit Supplies</b>			
23	Checks Re-deposited	\$	/Per Check
24	Returned Item (Check)	\$	/Per Check Returned
25	Deposit Tickets (MICR Encoded - beyond required amount)	\$	/Per Ticket
<b>Web-Based Services</b>			
26	Web-based Product Maintenance (If applicable)	\$	/Month
27	Web-based Account Inquiry	\$	/Per Inquiry
28	Web-based ACH Inquiry	\$	/Per Inquiry
29	Web-based ARP Inquiry	\$	/Per Inquiry
30	Web-based Paid Check Image Maintenance	\$	/Month

31	Web-based Paid Check Image (All Checks Processed)	\$	/Per Item Imaged
	<b>(OR)</b>		
	Web-based Paid Check Image (Per Item Viewed)	\$	/Per Image Viewed
	<b>Programming Fees</b>		
32	Programming Fees (Beyond Initial Scope of Work Requirements)	\$	/Per Hour
	<b>General Services</b>		
33	Premium Rate Applied to Excess Balances	%	/Annual %
34	Medallion Services	\$	/Per Item