

**LOTTERY COLLECTION AND DISBURSEMENT SERVICES
REQUEST FOR PROPOSAL**

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REQUEST FOR PROPOSAL

COLLECTION AND DISBURSEMENT SERVICES FOR THE DIVISION OF LOTTERY

I. PURPOSE AND INTENT

The purpose of this request is to solicit proposals from qualified New Jersey banking vendors for the placement of **three (3) State accounts** for the Division of Lottery (Lottery) and for the accurate and timely processing of all services associated with these accounts. The accounts are as follows:

1	Lottery Revenue Collection Master Account #1 (ZBA Master Account)
2	Lottery Collection Annuity Account #2 (ZBA Sub Account)
3	Lottery Disbursement Account#3 (ZBA Sub Account)

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

The State will require web-based access to all activity related to the **three (3) Lottery accounts.**

There are approximately **7,000 Lottery Retailers** located throughout the State of New Jersey. All retailers are required to maintain their lottery accounts with an institution that has ACH capabilities.

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** section of this RFP.

Controlled disbursement, ZBA and positive pay account capability and reporting
Electronic transmission and receiving capability
Check cashing capability
Remote deposit capture (RDC) services
Web-based Inquiry Communication System
Full Account reconciliation services
Monthly bank statements
ACH sending and receiving capabilities in the CCD format
Wire transfer with daylight overdraft coverage capabilities
Automated daily balance reporting (prior day and intra-day information)
Intra-day reporting capabilities (wire transfer information)
Timely reports per RFP specifications
Timely, reliable customer service
Paid check imaging and document destruction

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 for the three Lottery Accounts.

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

Charlene Mello
Banking Relations Section Supervisor
State of New Jersey
Department of the Treasury
Office of Management and Budget
PO BOX 221
Trenton, New Jersey 08625-0221
Phone: (609) 292-8172
Email: Charlene.Mello@treas.nj.gov

C. Project Management

This Request for Proposal has been prepared by the Department of Treasury, the Division of Lottery and issued through the Department of Treasury, Office of

Management and Budget, Cash Management Unit. The Cash Management Unit is the sole point of contact for the purpose of this RFP. After contract award, the Department of Treasury, Office of Management and Budget, Cash Accounting Unit is charged with the responsibility for the administration of the three (3) Division of Lottery accounts established and will be the contact agency after contract award.

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

Olumide MacBello
 State of New Jersey
 Department of the Treasury
 Office of Management and Budget
 33 West State Street, 6th Floor
 P.O. Box 224
 Trenton, New Jersey 08625-0224
 Phone: 609-292-6155
[Email:Olumide.MacBello@treas.nj.gov](mailto:Olumide.MacBello@treas.nj.gov)

D. Timetable of Events

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

Event	Date
Issuance of Request	November 26, 2014
Deadline to Submit Questions	December 8, 2014 by 4:30 p.m. E. T.
Mandatory Pre-Bid Conference	December 16, 2014
Proposal Due Date	January 7, 2015 by 4:30 p.m. E.T
Anticipated Award Date	March 5, 2015
Implementation and System Testing	March 6, 2015

E. Mandatory Pre-Bid Conference

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

DATE: December 16, 2014
TIME: 10:00 a.m.
PLACE: State of New Jersey
Purchase Bureau Conference/Bid Room, 9th Floor
33 West State Street
Trenton, New Jersey

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

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

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

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

Charlene.Mello@treas.nj.gov

F. RFP Questions from Bidders

The deadline to submit written questions pertaining to this RFP ends at **4:30 p.m. E.T. on December 8, 2014.** Written questions received prior to the deadline will be verbally addressed at the Pre-Bid Conference. Written questions received after the deadline will not be recognized or addressed at the Pre-Bid Conference. Interested parties will have an opportunity to ask questions at the Pre-Bid Conference.

The State requests that all submissions reference the appropriate page and section of the RFP. Questions are to be e-mailed to the following address:

Charlene.Mello@treas.nj.gov

G. Revisions to the Request for Proposal

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

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

H. Proposal Requirements

Along with one proposal, clearly marked "ORIGINAL", signed by an officer who is authorized to bind the respondent contractually, **six (6) copies of the proposal must arrive prior to or no later than 4:30 p.m. E.T. on January 7, 2015.**

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

Charlene Mello
Banking Relations Section Supervisor
State of New Jersey
Department of the Treasury
Office of Management and Budget
33 West State Street, 6th floor
Trenton, New Jersey 08625-0221

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

Charlene Mello
Banking Relations Section Supervisor
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.

I. 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.

J. Contract Award

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

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

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

K. Length of Contract

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

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

L. Contract Extension

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

At the time of contract extension, an increase in price will be considered. The unit prices during the extension periods may be adjusted utilizing the Consumer Price Index unadjusted for All Urban Consumers, New York-Northern New Jersey Region and Philadelphia-South Jersey Region using a 2/3 to 1/3 weight respectively, as published by the Bureau of Labor Statistics of the United States

Department of Labor. For price adjustments during the option periods, the prices may be increased by the same percentage as the percentage of increase shown in the Index for January of the extension year compared to the Index for January of the prior year or for the most recent reported twelve-month period. At the time of the extension option, the vendor must include in their response to the State the price increases, from and to, for each of the line item charges, along with supporting Labor Statistics documentation. The State will then independently verify the price adjustment.

M. Vendor Right to Protest

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

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

N. Termination of Contract

The State reserves the right to terminate any agreement entered into as a result of this RFP providing written notice has been given to the vendor at least 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.

O. Contract Continuity/Transitional Period

In the event the service or services are scheduled to end by contract expiration or be terminated by the State (at the State's discretion), and if requested by the State, the bank must continue the service(s) until new services can be completely operational. 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.

P. Unanticipated Services

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

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

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

Q. Prime Contractor Responsibilities

The selected vendor, and any successor vendor (in the event of merger/acquisition or other change in operating status), will be required to assume sole responsibility for the complete effort of any contract(s) awarded to the vendor subsequent to its bid submission, 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.

R. 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.

S. Assignment

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

T. 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.

U. Ownership of Material

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

V. File Transfer

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

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

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

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

W. Promotional Use Prohibited

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

X. Accounting Records

The vendor is required to maintain records and other 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 **three (3) 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 facilities for the State auditors to use when they perform their regular and random audits.

Y. Severability Clause

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

Z. Indemnification

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

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

The 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.

AA. Insurance

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

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

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

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

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

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

3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

- \$100,000 Bodily Injury Each Occurrence
- \$100,000 Disease Each Employee
- \$500,000 Disease Aggregate Limit

BB. Conflict of Interest

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

CC. Public Records – Contents of Bid Proposals

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

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

The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal. In the event of any challenge to the bidder's designation of confidential and/or proprietary materials, the bidder shall be solely responsible for defending its designation and the State shall have no responsibility there for.

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

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

DD. Single Response

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

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 Certification**, completed with the sourcing information required for itself and any proposed subcontractor, identified in its proposal.

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

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

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

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

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

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

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

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

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

1. Vendor Certification and Disclosure

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

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

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

2. State Treasurer Review and Approval

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

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

Upon approval by the State, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 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 facility's Disaster Recovery Site be included in the Disaster Recovery Testing.

3. Disaster Recovery Test Files

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

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

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

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

I. Destruction Requirements for State Records and Canceled Checks

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

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

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

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

IV. PAYMENT METHOD AND TERMS

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

A. Compensating Balances

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

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

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

B. Payment Terms

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

One combined invoice and analysis will be required for these **three (3) State accounts.**

C. Monthly Analysis

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

The invoice and analysis are to be sent to:

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

See **EXHIBIT H** for the **Division of Lottery Monthly Analysis Sample Format.**

V. SCOPE OF WORK

A. General Account Requirements

The State's requirements include the establishment and maintenance of **three (3) State accounts**, and the accurate and timely processing of all banking services related to the accounts including, but not limited to; controlled disbursement, positive pay, zero balance accounts, earnings credit rate, bank reconciliation for all accounts, remote deposit capture (RDC) services, document destruction, ACH debit blocks, ACH sending and receiving capabilities, access to the bank's Web-based Inquiry Communication System to complete inquiries (i.e. account detail/summary look ups, paid check images 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 the Treasury, Office of Management and Budget, Cash Accounting Unit 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 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**.

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 **three (3) Lottery Accounts** in the vendor bank as follows:

1	Lottery Revenue Collection Master Account #1 (ZBA Master Account)
2	Lottery Annuity Collection Account #2 (ZBA Sub Account)
3	Lottery Disbursement Account #3 (ZBA Sub 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 **Lottery 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

C. 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 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. NOCs and ACH Fails) 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 Fail items by selecting an account number and return date.

1. 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 Cash Accounting Unit immediately via email (contacts will be established after contract award).

The bank will be responsible for cooperating with the Cash Accounting Unit personnel and other State officials to identify violators and to protect the integrity of all State bank accounts.

2. ACH Notifications of Change (NOCs) Requirements

All NOCs must be accessible via the bank’s Web-based Inquiry Communication System by **8:00 a.m. E.T.** the morning after the NOC is received by the bank. The bank’s website must permit users the ability to search, view, print and download/save all NOCs. The following ACH NOC details must be accessible via the bank’s Web-based Inquiry Communication System.

1	ACH settlement date
2	Transaction description
3	ACH change reason code
4	ACH change reason description
5	ACH changed data
6	Original company tracer number
7	Payee ID or Vendor ID
8	Payee name
9	Payee’s bank account number
10	Payee’s bank tracer number
11	Payee’s bank name
12	Company entry description
13	Original deposit bank
14	Original deposit account number

3. ACH Fail (ACH Return) Requirements

All ACH Fails must be accessible via the bank’s Web-based Inquiry Communication System by **8:00 a.m. E.T.** the morning after the fail is received by the bank. The bank’s website must permit users the ability to

search, view, print and download/save all ACH Fails. Users must have the ability to search for ACH Fail items by selecting an account number and return date.

An ACH transaction may fail due to any number of reasons: account closed or frozen, incorrect account number, incorrect bank ABA number, etc. The following ACH Fail details must be accessible via the bank's Web-based Inquiry Communication System.

1	ACH fail date
2	ACH settlement date
3	Transaction description
4	Incorrect bank account number
5	ACH standard return reason code
6	Reason for fail
7	ACH issuance amount
8	Original company tracer number
9	Payee ID or Vendor ID
10	Payee name
11	Payee's bank tracer number
12	Payee's bank account number
13	Payee's bank name

In response to an ACH Fail a credit memo must post to the originating State bank account. Depending upon the circumstances of the ACH Fail, the Division of Lottery may issue a replacement check to the recipient.

In Fiscal Year 2014, there were approximately **1,286 ACH Failures.**

4. ACH Transaction and Transmission Requirements

The standard ACH requirements detailed under this section will be applicable to all the ACH disbursement items identified in this RFP. These standard ACH requirements will not be repeated in other sections.

The State will maintain the individual ACH authorization agreements throughout the life of the payments and for a minimum of two (2) years after the termination or revocation of such authorization.

The State of New Jersey Office of Information Technology (OIT) will transmit files to the bank in one or more of the following NACHA approved formats: CCD, CCD+, CTX or PPD. The State reserves the right to change, add or delete the type of NACHA approved format used to transmit files to the bank. The State will provide **sixty 60 days written notice** to the bank before making such a change.

The State of New Jersey can utilize several protocols for data transmission: HTTPS, FTPS (FTP over SSL), SFTP (FTP over SSH), AS2 and Connect: Direct over IP (VPN, Extranet or deidcated line ONLY). See **EXHIBIT A State of New Jersey OIT Transmission Capabilities Guide** for a detailed description of the protocols supported. A vendor's ability to support as many of these transmission methods as possible, thus providing the State with maximum flexibility, will be a positive factor considered during the proposal evaluation.

When files are transferred electronically to the bank, all necessary security procedures must be followed to insure the protection of the data and the integrity of the ACH system.

Lottery will electronically transmit the ACH debit origination information in the standard NACHA CCD format to the selected vendor every working **Thursday**, normally by **10:45 a.m. E.T.**, but it can be as late as **12:30 p.m. E.T.** In the event of holidays, Lottery will notify the vendor in advance as to what day they plan to transmit. An annual transmission schedule will be provided to the vendor each year.

The vendor must provide ACH credit to the Lottery Revenue Collection Master Account #1 every **Friday morning**, unless there was a change in the State-scheduled transmission day. The vendor will be liable to the State (at the three month T-Bill yield) for any lost earnings to the State as a result of a vendor delay in crediting the Lottery Revenue Collection Master Account #1.

See **EXHIBIT J** for **Sample ACH File Transmission**.

a. ACH File – Automated Acknowledgement

For each weekly ACH cycle, the Division of Lottery will transmit a file to the bank via a secure website (provided by the bank). Upon receipt of the ACH file transmission the bank must confirm receipt via an email to the Division of Lottery which contains the following information:

- Batch number
- ACH customer I.D. (State of New Jersey, Lottery)
- Weekly cycle information (date, weekly revenue period)
- Beginning and ending payment
- Total number of items
- Total dollar amount to be collected

Lottery contacts and contact information will be provided upon contract award.

See **EXHIBIT K** for a **Sample ACH Confirmation (CNOTE)**.

b. ACH File – Transmission Failure

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.

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**.

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 OIT personnel if a scheduled file is not received. OIT contact personnel and file transfer schedules will be established after contract award.

If it is determined, by the State, that both parties have exhausted all acceptable electronic file transmission options available, a CD-ROM, DVD-ROM or other suitable durable medium agreed upon by both parties will replace the electronic transmission file. OIT Production Services personnel will call the bank to instruct the bank to make courier arrangements for pickup of the media.

When data is received, delivered manually or transmitted electronically by the bank, the bank must utilize the proper security techniques to insure the protection of the data and to maintain the integrity of the system.

D. 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. File Transmission Requirements

On a weekly basis the State will transmit a check disbursement file to the bank.

See **EXHIBIT L** for a **Sample Check Disbursement File Transmission**.

Upon successful receipt of the file, the bank must send an acknowledging email and fax to OIT Production Services indicating that the file was received. The confirmation email and fax should indicate the total number of records and the total dollar amount included on the transmission file.

For files that are sent from the bank to the State, the bank must provide email notification to OIT personnel alerting them of the file transfer and its status of success or failure. In the event that the bank cannot successfully transmit a file to the State, the bank must email and telephone OIT personnel **within 2 hours after the scheduled time**. OIT and bank contact personnel will be established after contract award.

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 OIT personnel if a scheduled file is not received. OIT and bank contact personnel will be established after contract award.

If it is determined, by the State, that both parties have exhausted all acceptable electronic file transmission options available, a CD-ROM, DVD-ROM or other suitable durable medium agreed upon by both parties will replace the electronic transmission file. OIT Production Services personnel will call the bank to instruct the bank to make courier arrangements for pickup of the media.

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. “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 service 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 or other New Jersey locations as contracted by the bank, and **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 State of New Jersey 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

3. 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.

Once a check is processed through the bank's positive pay system and a decision/determination is made by OMB, Cash Accounting the item/check must not be resubmitted.

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 electronically presented to the Cash Accounting Unit for review and "pay/no pay" instructions. The Edit/Pay feature must be available to correct serial numbers and amounts. Once the item is corrected, the bank must pay the item(s) according to corrections. If a check is being returned, the bank must allow the State to choose a return reason for the item (i.e. Stale date, Altered, Duplicate Paid, Refer to Maker). The default for all check disbursement accounts must be for the bank to return all exception items unless the State indicates otherwise.

In the future, the State may like to explore the option of implementing “Payee Positive Pay Services” after considering cost and other factors. Bidders should indicate its ability to provide “Payee Positive Pay” services in its proposal.

4. Daily Outstanding Check File

The bank must create an outstanding check file from the data contained in the check issuance file transmissions sent to the bank. Each day as the checks are cleared by the bank, a computer match must be made against the outstanding file by, check number and dollar amount. The bank will be required to reconcile each check disbursement account and maintain a daily outstanding check file for each account.

5. Stale Dated Checks and Fund Transfers

It will be the State’s policy to routinely cancel all outstanding checks that are over one (1) year old and transfer the funds to the Unclaimed Property Administration.

On a monthly basis, the bank must provide an Unpaid Check Report via the bank’s Web-based Inquiry Communication System. See **EXHIBIT M** for a **Sample Monthly Unpaid Checks Report**.

The State estimates that it will make approximately one (1) transfer to the Unclaimed Property Administration for all the accounts discussed in the RFP.

Once a year, the bank will be responsible for transmitting an electronic file, containing all outstanding check items for all other accounts, in the required format to the Unclaimed Property Administration.

See **EXHIBIT N** for the **Unclaimed Property Administration Electronic Media Reporting Specifications**.

See **EXHIBIT O** for the **Unclaimed Property Administration Report Requirements for Reports Submitted Via the Online Reporting Application.**

6. Paid Check Imaging, Storage and Retrieval Services

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.

Outstanding checks are required to remain on the bank's Web-based Inquiry Communication System until the bank is officially notified by the project manager to remove these items.

See **EXHIBIT P** for the **Sample Paid Items Report**

7. Check Status Inquiry

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.

8. Paid Check Imaging

The bank must provide the State with web-based access to all paid check images. The bank's Web-based Check Image Search System must provide drop down menus that allow the user to enter the following search parameters:

- Account number
- Check serial number
- Check paid date

The bank's Web-based Check Image Search System must provide immediate access to check images that span back **seven (7) years from the check paid date**. The bank's web-based system must treat and present the front and back of the check as one single image.

The bank must include sample screen shots of paid check images retrieved from its Web-based Inquiry Communication System in its proposal.

9. Stop Payments

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” or the bank is instructed to transfer the item to the Unclaimed Property Administration.

In Fiscal Year 2014, the State placed approximately **198 stop payments** via the bank's Web-based Inquiry Communication System; no manual stop payments were issued.

10. Replacement Checks

The replacement check information may be part of the electronic check issue transmission file. In the event the replacement check issue information cannot be included on the check issue transmission file, the

bank should be able to receive the replacement check and cancellation data via its Web-based Inquiry Communication System.

The bank's Web-based Inquiry Communication System must include a feature that will allow the Division of Lottery to upload a file (containing replacement check issue data and check cancel data of the "original" check) to the bank's ARP System. The State must receive a *Confirmation Report* by **8:00 a.m. E.T the morning after** the file has been successfully uploaded and received by the bank.

The bank's ARP System must be capable of matching the check cancel data that is uploaded to the "original" check issue data on file. The bank's ARP System must perform a match against the "original" check number, account number and dollar amount. All accepted items and exception items (items that the bank's ARP System can not match) must be provided on a *Confirmation Report* by **8:00 a.m. E.T the morning after** the file is uploaded to the bank's ARP system.

The *Confirmation Report* must include the following data:

- Transaction type
- Account number
- Check serial number
- Date of file upload
- Check amount
- Check status

The bank's Web-based System must be able to accept multiple check issues and multiple check cancellations on a single screen without requiring the user to log-in after each transmission. The bank must provide a replacement check contingency plan that functions the same as the check issuance transmission. The bank must provide a detailed description of its replacement check contingency plan in its proposal.

When the State issues a replacement check, it will assign a new/unique check number to the replacement check. Only after the stop payment order for the original check is confirmed will the State issue a cancellation

order for the original check to be removed from the *Outstanding Check File*.

All stop payment and check cancel orders will be initiated by authorized personnel from OMB, Cash Accounting. The bank must not permit or accept stop payments or check cancels from unauthorized bank or State personnel.

In Fiscal Year 2014, there were approximately **147 replacement checks** issued.

11. 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 OMB, Cash Accounting 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 OMB, Cash Accounting via email and send a cashier's check made payable, as directed by OMB, Cash Accounting 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 OMB, Cash Accounting 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 OMB, Cash Accounting 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 Fiscal Year 2014, there were approximately **14 forgeries investigations** initiated for all accounts contained in this RFP.

E. ARP Requirements

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

On a monthly basis the bank must provide OMB, Cash Accounting with a hard copy and electronic *ARP Reconciliation Report* to be received by **3:00 p.m. E.T. three (3) business days after the end of the calendar month.**

The following are the required report elements needed on the summary reconciliation sheet:

Elements Needed on the Full Reconciliation Balance Sheet:	
1	Account title
2	Account number
3	Date prepared
4	Cut-off date

5	Previous outstanding balance
6	New issues received
7	Manual issues
8	Reject issues
9	Total issues
10	Cancel issued
11	Additional adjustments
12	Checks paid no issue
13	Checks paid this period
14	Previous paid no issue received
15	Total paid checks matched to issues
16	New outstanding balance

On a monthly basis, the bank must supply a hard copy and electronic *Full Reconciliation Balance Sheet* containing detail backup information (i.e. checks paid, miscellaneous debits, credit adjustments, miscellaneous adjustments, debit adjustments, outstanding deletions, new issues received, manual issues, rejected issues, canceled issues, stopped issues, checks paid no issues, checks paid current period and checks received for previous periods).

The “New Issues” monthly totals should be supported by the total of the daily issue summary reports. The paid checks’ total dollar amount should be supported by a detailed check paid information report. All cancellations, manual inputs and adjustments should be supported by full detail explanations which include check numbers, amounts and issue dates for all items. Stop payments must not be used to reduce the outstanding check totals.

See **EXHIBIT Q** for a sample of the **Sample Full Reconciliation Balance Sheet** and corresponding backup detail information.

On a Monthly basis, the bank must run a *Monthly Issue Report* containing new issues and new cancels for each day. At the end of the month, this report must reconcile to the new issues and new cancels reported on the *Full Reconciliation Balance Sheet*. This report must be supplied to OMB, Cash Accounting through the bank’s Web-based Inquiry Communication System on a monthly basis along

with the Full Reconciliation Balance Sheet and corresponding backup detail listed above.

See **EXHIBIT R** for a sample of the **Sample Monthly Issue Report**.

F. Desktop Deposit Services

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

- Prior to contract commencement, the Division of Lottery will require the installation of one (1) scanner. 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 Division of Lottery with access to transaction history and deposit images for the **most recent ninety (90) days of business**. After that time frame, the Division of Lottery 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 24 hours of receipt of a dishonored check, the dishonored check, together with the debit memo must be forwarded to the Department of the Treasury, Cash Accounting, with a copy sent to the Division of Lottery.

Manual check deposits are made as the result of:

- Lottery credit adjustments to the account.
- New retailers' weekly checks remitted during the pre-notification testing period.
- Retailers' checks remitted during the pre-notification testing period when an account change is made.
- Retailers' checks presented to Lottery as a replacement for an ACH failure.

Manual check deposits are made into the Lottery Revenue Collection Master Account #1 as the result of:

- Lottery credit adjustments to the account.
- New retailers' weekly checks remitted during the pre-notification testing period.
- Retailers' checks remitted during the pre-notification testing period when an account change is made.

- Retailers' checks presented to Lottery as a replacement for an ACH failure.

In Fiscal Year 2014, **3,313 checks were deposited to the Lottery Revenue Collection Master Account #1**. Almost all the checks deposited were certified checks.

G. Deposit Slips

Prior to the contract commencement the selected bank must provide 500 three (3) part deposit slips; at no cost to the State, for the accounts listed below:

1	Lottery Revenue Collection Master Account #1 (ZBA Master Account)
2	Lottery Annuity Collection Account #2 (ZBA Sub Account)
3	Lottery Disbursement Account #3 (ZBA Sub Account)

The Division of Lottery intends to utilize Over-the-Counter deposits as a contingency plan for Desktop Deposit Services. If at any point during the contract term, additional deposit slips are required the bank must supply them; at no cost to the State.

H. Wire Transfer Requirements

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

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

The bank must promptly respond to all State wire instructions. It is the intention of the State to fully fund all electronic payments on the transaction date. At any time during the day, as a result of the electronic payments, the State’s account(s) could be placed in a temporary overdraft position. The State expects the bank to immediately initiate all electronic payments taking into consideration the State’s total aggregate account balance.

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

I. Lottery Revenue Collection Master Account #1

The State will establish the Lottery Revenue Collection Master Account #1 in the vendor bank to serve as a funds concentration account.

See **EXHIBIT S** for the **Lottery Revenue Collection Master Account #1 Transaction Statistics for Fiscal Year 2014.**

In Fiscal Year 2014, the average daily balance in the Lottery Revenue Collection Master Account #1 was **\$3.4 million.**

1. Account Credits

On a daily basis, the Lottery Revenue Collection Master Account #1 will be funded by sweeps from the Lottery Annuity Collection Account #2.

On a daily basis, this account will also be funded by check deposits performed primarily via Desktop Deposit Services. These check deposits represent payments from Lottery Retailers. In Fiscal Year 2014, there were

approximately **3,313 individual checks deposited** totaling approximately **\$6.7 million in lottery revenues**. On occasion, it may be necessary for Lottery employees to perform an over-the-counter branch deposit.

On a weekly basis, this account will be funded by ACH credits received from Lottery Retailers. Every Thursday, the Division of Lottery will send an ACH Debit Origination File to the bank with instructions to debit the Lottery Retailers bank accounts' in an amount (based on their weekly sales, net of cash payouts for the week). In Fiscal Year 2014, there were approximately, **334,608 ACH payments received** from Lottery Retailers into the Lottery Revenue Collection Master Account #1 totaling approximately **\$1.4 billion in State revenue**.

On occasion, this account will be funded by ACH Credits that are the result of ACH Adjustments. In Fiscal year 2014, there were approximately **12 ACHs** received into the Lottery Revenue Collection Master Account #1 representing approximately **\$5,961 in adjustments**.

On occasion, this account will be funded by wires from the Multi-State Lottery. These payments arise when a New Jersey resident becomes a multi-state jackpot winner. In Fiscal Year 2014, there **8 wires** of this type received into the Lottery Revenue Collection Master Account #1 totaling approximately **\$174.5 million**.

2. Account Debits

On a weekly basis, the Internal Revenue Service (IRS) will initiate approximately two ACH debits against the Lottery Revenue Collection Master Account #1 for Federal taxes due to the IRS. In Fiscal Year 2014, there were approximately **95 ACH debits** initiated against the Lottery Revenue Collection Master Account #1 to pay approximately **\$106.8 million in Federal taxes**.

On a weekly basis, ACH payments will be initiated against the Lottery Revenue Collection Master Account #1 to issue refund payments to Lottery Retailers. In Fiscal Year 2014, there were approximately **8,607 ACH debits**

against the Lottery Revenue Collection Master Account #1 representing approximately, **\$8.5 million in retailer refunds.**

On a monthly basis, the Division of Lottery will send ACH payments to the State of New Jersey to pay New Jersey Income Tax Withholdings on behalf of state residents. In Fiscal Year 2014, there were approximately **12 ACH debits** initiated against the Lottery Revenue Collection Master Account #1 to pay approximately **\$12.3 million in State taxes.**

J. Lottery Collection Annuity Account #2

The State will establish the Lottery Collection Annuity Account #2 in the vendor bank to serve as a clearing account for annuity payments received from various insurance companies.

See **EXHIBIT T** for the **Lottery Collection Annuity Account #2 Activity for Fiscal Year 2014.**

1. Account Credits

There are currently **9 insurance companies** under contract with the Division of Lottery to remit annuity payments via ACH credits and checks.

In Fiscal Year 2014, there were approximately **1,030 annuity payments received via ACH credits** and **6 checks deposited** (via Desktop Deposit Services) totaling approximately **\$64.3 million.**

The vendor must provide the State with a Web-based Daily Detail Report for all payment types of the daily deposit activity into the Lottery Collection Annuity Account. This report must be available for viewing by **4:00 p.m. E.T.** and must contain the following information:

- Type of transaction, (ACH and Check)
- Transaction ID (If any)
- Sending Company (Insurance Company)
- Name of recipient/annuitant (If available)
- Date of deposit
- Amount of deposit

2. Account Debits

Occasionally, the Division of Lottery will purchase Annuities from the contracted insurance companies via checks that are issued against the Lottery Disbursement Account #3.

In Fiscal Year 2014, **13 checks were issued** off of the Lottery Disbursement Account #3 to make annuity purchases.

K. Lottery Disbursement Account #3

The State will establish the Lottery Disbursement Account #3 will be established in the vendor bank to serve as disbursement account. This account will be established as a positive pay, controlled disbursement account.

See **EXHIBIT U** for the **Lottery Disbursement Account #3 Activity for Fiscal Year 2014.**

1. Account Credits

This account will be funded by ZBA transfers from the Lottery Revenue Collection Account #1.

2. Account Debits

On occasion, wires will be issued off of the Lottery Disbursement Account #3 to make Mega Million Payments. In Fiscal Year 2014, there were **90 wires** of this type initiated against the Lottery Disbursement Account #3 **totaling approximately \$1.067 billion.**

In Fiscal year 2014, there were approximately **50,860 checks issued** off of the Lottery Disbursement Account #3 **totaling approximately \$163.8 million.** Check disbursements will be based on a schedule pre-determined by the Division of Lottery. The State will electronically transmit a check issuance file to the bank on the check mailing date.

On an as needed basis, stop payments will be issued if it is determined that a check was lost or stolen. In these cases a manual check will be issued as a replacement.

On occasion, manual checks will be issued off of the Lottery Disbursement Account #3. In Fiscal Year 2014, **254 manual checks were issued** off of the Lottery Disbursement Account #3 **totaling approximately \$217.3 million.**

L. Web-based Inquiry Communication System

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

1	Lottery Revenue Collection Master Account #1 (ZBA Master Account)
2	Lottery Collection Annuity Account #2 (ZBA Sub Account)
3	Lottery Disbursement Account#3 (ZBA Sub Account)

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

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

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

The State requires the bank to provide web-based reports reflecting all transaction items processed. The Web-based Inquiry Communication System

must have report generating capabilities allowing reports to be generated which include **eighteen (18) months of historical activity**.

During the implementation and testing phases, all systems and modules must be explained and demonstrated to representatives from the Division of Lottery and OMB, Cash Accounting. The bank must provide adequate training to ensure that State personnel thoroughly understand all web-based system applications, security features, report functions and can identify the codes indicated on all web-based report.

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

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

1. Web-based ACH Inquiry System

The bank's Web-based ACH Inquiry System must provide State personnel access to all ACH activity including exception items (i.e. ACH Credits, ACH Debits, NOCs, and ACH Fails) by **8:00 a.m. E.T.**

All ACH Credit and ACH Debit 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. NOCs and ACH Fails) 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.

ACH Fail transactions items (i.e. ACH Fails) must contain the following transaction details:

1	Account number
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2	Incorrect account number
3	Effective date
4	Amount
5	Reason for fail
6	Individual ID
7	Individual name
8	ACH trace number

The bank's Web-based ACH Inquiry System must provide users the ability to generate reports that can be downloaded into Microsoft Excel or PDF formats. Users must have the ability to search for ACH Fail items by selecting an account number and return date.

2. Web-based Check Inquiry System

The bank's Web-based Check Inquiry System must provide State personnel access to all Check activity detail by **8:00 a.m. E.T.** The bank's Web-based Check Inquiry System must contain a **minimum of eighteen (18) months of the most recent outstanding items**, and a minimum of **eighteen (18) months of paid activity**.

The bank's Web-based Check Inquiry System must be updated daily to reflect new issues, paid items, canceled items and stop payments. The system must also grant authorized users the ability to enter check cancellation information of the original check. The bank's Web-based Check Inquiry System must have the ability to receive and process replacement check information.

Only authorized personnel from the State will be permitted to initiate inquiries. Authorized personnel will be identified for each account after contract award.

a. Check Status Inquiry

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.

b. Paid Check Imaging

The bank must provide the State with web-based access to all paid check images. The bank's Web-based Check Image Search System must provide drop down menus that allow the user to enter the following search parameters:

- Account number
- Check serial number
- Check paid date

The bank's Web-based Check Image Search System must provide immediate access to check images that span back **seven (7) years from the check paid date**. The bank's web-based system must treat and present the front and back of the check as one single image.

The bank must include sample screen shots of paid check images retrieved from its Web-based Inquiry Communication System.

c. Paid Check Image Retrieval

The front and back of a check must constitute one (1) image. The majority of image retrieval activity usually occurs within nine (9) months from check issue date; however, the State occasionally needs to retrieve images dating back seven (7) years from date of issue.

Only authorized state or bank personnel should be permitted to initiate inquiries. In order to adequately protect state records the following security features should be built into the application:

- Vendor's system should include password access to the bank's web site;
- Vendor's system should offer client access control that allows OMB, Cash Accounting to internally establish State users and user access; and,
- Vendor's system should provide the ability for OMB to limit State user's access to designated bank accounts.

Images retrieved must display both front and back of check, print locally as a single document, and include a certification of authenticity statement on the print out.

d. Paid Check Image Retrieval Performance

The State recognizes that Internet usage and bandwidth between the State and Bank impact response times; however, the State

expects the following processing time performance once an inquiry has been received by the bank system:

- For search inquiries of checks imaged (paid) within 180 days of the inquiry date, the bank's system should return the first image within 20 seconds of receiving the request.
- For search inquiries of checks imaged (paid) greater than 180 days from the inquiry date, the bank system should return the first image within 40 seconds of receiving the request.

If during the course of retrieval, the bank is unable to produce a legible copy of the image, the bank, **at no additional cost to the state**, should obtain a copy of the check from the bank of first deposit **within two (2) business days**.

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

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

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

a. Account Activity Detail

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

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

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

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

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

b. Balance Summary Information

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

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

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

4. Web-based Wire Transfer System

The bank must provide to the State a Web-based Wire Transfer System. The system must be capable of warehousing data **for up to two (2)**

weeks until the transmission execution date. The system should have the capability of maintaining repetitive wires requiring only the date and amount to be entered.

The wire transfer system must also provide the State the ability to complete draw-downs from State bank accounts located at other banks. The system must contain the proper security features to ensure the protection of the data and to maintain the integrity of the system.

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

The State must have access to a toll-free telephone “wire transfer help desk” during normal State working hours, **8:00 a.m. E.T. to 4:30 p.m. E.T.** The bank must provide on-going maintenance and emergency service when necessary. The bank must have a manual wire transfer backup system and procedures established in the event of an electronic failure.

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

1	Successful testing of the bank's Web-based Wire Transfer System
2	Adequate training of State personnel and follow up training if warranted
3	A minimum of three (3) user manuals and updates if warranted
4	Access to a toll-free telephone "wire transfer help desk" between the hours of 8:00 a.m. E.T. to 4:30 p.m. E.T. Monday-Friday.
5	On-going maintenance and emergency service when necessary
6	A manual wire transfer back-up system and procedures in the event of an electronic or system failure
7	Prompt response to <u>all</u> wire instructions regardless of temporary overdraft position

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

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

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

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

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

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

M. Report Requirements

The State requires the bank to submit hard copy and computer generated reports reflecting all transactions processed. The Web-based Inquiry Communication System should have report generating capabilities allowing reports to be generated which include **18 months of outstanding check items.** The user should be able to create queries so the report can be sorted by the following headings:

Account Name
Account Number
Date/Period Covered
Beginning Check Number
Issue Date
Pay Date

The types of reports provided must include, but are not limited to, the following:

1. Daily Automated Balance Reporting

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

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

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

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

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

As technology improves, the State requires that the chosen vendor remain flexible, throughout the term of this contract and any extensions, as it relates to the method of balance reporting in unencrypted BAI2 format via the internet without the use of a secure card random assigned

personal identification number (PIN), or other means that would inhibit the automated retrieval of the bank data.

2. Daily Controlled Disbursement Reporting

For all the controlled disbursement accounts, the bank must provide daily same day automated controlled disbursement 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.

The State requires electronic final notification of same day total check presentments per account 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, no later than **10:15 a.m. E.T.**

As part of the controlled disbursement services requested, the selected vendor must have the capability of electronically providing the State with aggregate check and ACH clearance/settlement totals by account 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.

3. Monthly ARP Reconciliation Report

The bank should provide a monthly ARP recap report that is in a layout consistent with and contains the same information displayed in **EXHIBIT Q Full Reconciliation Balance Sheet – Supplemental Information.** This recap report should be provided via Web-based online account reconciliation reporting including search functionality with the ability to download to CD ROM in a PDF format and in hard copy to Treasury, Cash Accounting to be received by **3:00 p.m. E.T., five (5) business days** after the month's end.

All items listed on the reconciliation should be supported by supplemental or subsidiary reports which includes the following reports:

- Consolidated
- Paid-Only
- Unpaid Only
- Miscellaneous Credits
- Miscellaneous Debits
- Customer Issue Total
- Recap of Posted Items
- Stop Payment Report
- Daily Update Audit
- Diagnostic Summary

These reports should include the total number of items and dollar amounts and be available via Web-based online inquiry system including search functionality with the ability to download to CD ROM in a PDF format and also be furnished in hard copy form no later than **3:00 p.m. E.T., five (5) business days** after the month's end.

4. Monthly Status of Forgery Investigations

See the **SECTION V. Scope of Work, Letter D. Check Disbursement Requirements and Services, Number 11. Check Forgery Investigations** of this RFP for the detail forgery information and report requirements.

5. Aged Outstanding Transfer Reports

This report is a sequential listing of all outstanding items on the bank system as of a certain period requested by the State. This information is used by Treasury, Cash Accounting to transfer outstanding funds approximately once a year to the State's Unclaimed Property Administration. This report must include account number, check number, check issue date and check amount. The bank should prepare the aged outstanding transfer report in hard copy. See **EXHIBIT M Sample Monthly Unpaid Checks Report** for an example of the data elements that will be required on the Aged Outstanding Transfer Report.

All aged outstanding reports are to be delivered (in hard copy form) by **3:00 p.m. E.T.** on or before the **tenth** business day following the request date.

6. MICR Rejection Analysis Report

This report must be produced monthly and made available via email or secure web page format. The report should contain the total number of checks processed and the total number of failures including the reason for the failure (i.e., signal strength, extraneous ink, waveform, character formation, character spacing, character placement, skewing).

7. Bank Statements

A monthly bank statement is required for each of the Lottery Accounts via the Web-based online inquiry system, with the ability to download to CD ROM in a PDF format. The bank statement must also be furnished in hard copy form.

The monthly bank statements should be received by Treasury, Cash Accounting, no later than **3:00 p.m. E.T., five (5) working days** after the month's end. Appropriate detailed debit and credit memos and bank ARP reconciliation reports should be included with the statement. All monthly ARP related hard copy reports should be supplied together in one mailing.

8. Check Specifications

The State will order all laser check stock and print the checks with specifications as follows:

28 lb. Paper MICR/OCR Bond
7.5" long, 2.75" 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.

9. Check Testing

Initially and if new accounts are added, the State will provide the bank between **10 and 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) working days**.

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
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2	ACH transmission
3	ACH inquiries, fails, Pre-Notes
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 Treasury, Cash Management **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 OMB, Cash Accounting during the implementation and testing phases.

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

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 **October 1, 2015**.

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, desktop deposit 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 Division of Lottery and OMB, Cash Accounting 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 SECTION VII .
➤ 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 and the bank's overall experience with providing similar services.
➤ Quality of customer service resources provided and turnaround times for problem resolution.
➤ Completeness and feasibility of the bank's implementation, testing and training plans.
➤ 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.
➤ 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 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 subcontractor(s) to deliver services exactly as requested in this RFP. Confirm the bank understanding that the State will not amend its requirements to accommodate a subcontractor'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 Lottery Collection and Disbursement Services RFP and include sample file layouts.

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

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

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

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

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

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

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

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

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

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

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

- i. Confirm the bank will destroy all public documents in accordance with State regulations and follow the retention schedule promulgated by NJDORES.
9. Confirm the compensating balance will be considered as the total average collected balance of the account(s) less the non-earning Federal Reserve requirement in effect during the course of the contract term. Confirm the earnings rate will be determined from the average of each month's 13-week Treasury bill yield auction results.
10. Describe in detail the bank's customer service operation, procedures, turnaround/response times, and staffing levels. Complete customer service capabilities and resources may be reviewed at an oral presentation or viewed and critiqued by the committee if a site visit is requested by the State.
11. 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, zero balance accounts, ACH services (i.e. debit blocks, ACH failures, NOCs reporting), Web-based Inquiry Communication System to perform account detail/summary look ups (i.e. ACH failures, NOCs, paid check images and transaction detail information) and to initiate transactions (i.e. stop payments, payment cancels, payment issues, wires and fund transfers), 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, Desktop Deposit Services, zero balance accounts, earnings credit rate, daily balance reporting, access to the bank's Web-based Inquiry Communication System to complete inquires and to perform/initiate transactions. If possible, provide references with activity volumes equal to or greater than those depicted in this RFP. Include any other information concerning the bank's experience that would assist the State in evaluating the bank's capabilities.
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 and current 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. Describe the bank's zero balance account (ZBA) procedures/capabilities. How will the bank ensure the accounts reflect a \$0.00 opening balance?
16. 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.

17. Describe in detail the bank's documented contingency plan to send and receive ACH data as it relates to the services requested in this RFP. Confirm the bank's ability to receive and process ACH data from a CD-ROM or DVD-ROM. If the bank wishes to propose a contingency plan other than the use of a CD-ROM or DVD-ROM the proposed solution should be clearly documented and explained.
18. Confirm the bank's ability to send an acknowledging email to the Division of Lottery upon successful receipt of the ACH file. Confirm the email will indicate the total number of records and the total dollar amount included on the transmission file.
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. NOCs and ACH Fails) will be accessible to the State via the bank's Web-based Inquiry Communication System by **8:00 a.m. E.T.** the morning after the transaction item is received by the bank.

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

20. Confirm that the bank can protect accounts against unauthorized ACH debit activity. Confirm the bank will notify OMB, Cash Accounting immediately via email if unauthorized attempts are made to access State funds. Confirm the bank will cooperate with Cash Accounting personnel and other State officials to identify violators and to protect the integrity of all State bank accounts.
21. Given the ACH debit origination file transmission times outlined in this RFP, the vendor must provide ACH credit to the State Lottery Revenue Collection Master Account #1 every **Friday morning**. Confirm the bank's ability to meet this requirement. Provide the bank's ACH debit origination volume activity (total transactions and total dollar amount) for the 3rd Quarter of 2013.
22. Confirm that the bank is a member of the Federal Reserve Direct Wire System. Provide a detailed description of the bank's Web-based Wire Transfer System and include

sample screen shots. Confirm OMB, Cash Accounting will be able to view the status of a wire immediately after the wire is approved. Confirm a daily final *Confirmation Report* will be available to the State via the bank's web-based system **no later than 3:00 p.m. E.T.**

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

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

23. Describe the bank's Web-based Wire Transfer System. What is the time interval between the acceptance of the wires and the actual transfer of funds? Confirm that wires can be warehoused for up to two 2 weeks. Define the banks manual wire transfer back up procedures in the event of a web-based wire system transfer failure.
24. 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 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.

Provide specific demographics pertaining to these locations; e.g., maximum number of tellers, lobby size, ATM presence, hours of operation, etc.

Confirm the bank's commitment to providing **"no fee" state-wide check cashing services** over the life of this contract.

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

25. 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.

26. 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 Cash Accounting Unit 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.

27. Confirm the bank's ability to create an outstanding check file from the data contained in the check issuance file transmissions sent to the bank. Confirm that as the checks are cleared by the bank, a computer match will be made against the outstanding file by, check number and dollar amount. Confirm the bank will reconcile the Lottery Disbursement Account #3 and maintain a daily outstanding check file.

28. Confirm the bank's ability to meet the State's *Stale Dated Check Fund Transfer* requirements.

Confirm the bank's ability to provide the Unclaimed Property Administration with the account number, check number, check issue date and check amount details in the electronic format depicted in **EXHIBIT N Unclaimed Property Administration Electronic Media Reporting Specifications** once a year.

29. Confirm that all paid items will remain on the bank's Web-based Inquiry Communication System for a **minimum of seven (7) years from the paid date.**

Confirm that State of New Jersey 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.

Confirm the bank's Web-based Inquiry Communication System contains a *Check Status Inquiry Module* and a *Paid Check Imaging Module*. Confirm these modules will permit users the ability to search by check status, check stops, range stops, paid items and check image. Confirm the bank's web-based system will treat and present the front and back of a paid check as one single image.

Confirm the Web-based Inquiry System will provide all the functionality without the user navigating through different screens to establish status. Include screen samples. The bank must provide sample screen shots of paid check images retrieved from the *Paid Check Imaging Module*.

30. How many checks will the bank require for initial testing purposes and how often will testing be required? Describe the bank's MICR Rejection Standards and what penalties will be incurred by the State if these standards are not met.
31. Describe in detail the bank's Automated Reconciliation Service. The bank should include in its proposal a sample report or mock-up of all the ARP reports described in the RFP with explanations for codes, abbreviations, etc. Please indicate the bank's ability to provide the reports on the specified media (i.e. hard copy, electronic transmission, Web-based or CD ROM).
32. 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.

33. 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.

34. Confirm the bank's Web-based Inquiry Communication System contains a *Replacement Check Module* that will permit the Division of Lottery to upload a file (containing replacement check issue data and check cancel data of the "original" check) to the bank's ARP System. Confirm the bank's ability to provide the Division of Lottery with a *Confirmation Report* by **8:00 a.m. E.T.** the morning after the file is successfully uploaded and received by the bank.

Confirm the bank's ARP System is capable of matching the check cancel data that is uploaded to the "original" check issue data on file. Confirm the bank's ARP System will perform a match against the "original" check number, account number and dollar amount. Confirm that all accepted items and exception items (items that the bank's ARP System can not match) will be provided on a *Confirmation Report* by **8:00 a.m. E.T.** the morning after the file is uploaded to the bank's ARP system.

Confirm the bank's web-based *Replacement Check Module* can accept multiple check issues and multiple check cancellations on a single screen without requiring the user to log-in after each transmission. Confirm the bank has a replacement check contingency plan that functions the same as the check issuance transmission. The bank must provide a detailed description of its replacement check contingency plan in its proposal.

35. Confirm the bank can meet the *Check Forgery Investigation and Improperly Endorsed Check* requirements as stipulated in the RFP text including the stipulated **sixty (60) day** turnaround time for payment to the State? Confirm the bank will **not charge** the State of New Jersey or the payee/claimant a fee for issuing or replacing a previously issued cashier's check. What assurances can the bank provide the State that your bank will be proactive/aggressive regarding forgery investigations?

Confirm the bank's ability to email OMB, Cash Accounting with 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.

36. Confirm the bank's ability to deliver OMB, Cash Accounting with monthly hard copy and electronic *ARP Reconciliation Report* to be received by **3:00 p.m. E.T. three (3) business days after the end of the calendar month.** The bank must provide a sample of its hard copy *ARP Reconciliation Report* for evaluation purposes.

Confirm the bank's ability to deliver a hard copy and electronic *Full Reconciliation Balance Sheet* containing detail backup information (i.e. checks paid, miscellaneous debits, credit adjustments, miscellaneous adjustments, debit adjustments, outstanding deletions, new issues received, manual issues, rejected issues, canceled issues, stopped issues, checks paid no issues, checks paid current period and checks received for previous periods) as depicted in **EXHIBIT Q Full Reconciliation Balance Sheet** on a monthly basis. The bank must provide a sample of its *Full Reconciliation Balance Sheet* and backup detail information for evaluation purposes.

Confirm the bank's ability to deliver a *Daily Issue Report* containing new issues and new cancels for each day at the end of each month. The bank must provide sample screen shots of its *Daily Issue 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 the bank can provide the electronic daily required automated balance reporting (prior and intra-day) as defined in the RFP (by 7:30 a.m. & 10:15 a.m. E.T. respectively) in the unencrypted BAI2 format via the internet without the use of a random assigned PIN?
39. Describe the bank's controlled disbursement capabilities. For the month of August, 2014, what was the earliest and latest time that final presentment was provided to the bank's controlled disbursement clients? Confirm the bank will accommodate the State's 10:15 a.m. E.T. final presentment requirement, as defined in the RFP.

On occasion when the bank does not meet the 10:15 a.m. E.S.T deadline, what other alternative will be used? Confirm that aggregate check and ACH clearance/settlement totals will be provided electronically in unencrypted BAI2 format?

40. For the Web-based Inquiry Communication System, how extensive is the history file maintained for online access to check disbursement including stop payments, paid and outstanding checks and miscellaneous ARP items? Online check disbursement data should be stored and available for web inquiry covering a minimum of **18 months** of the most recent outstanding items, and a minimum of **18 months** of paid activity, and paid check images must be made available online to the State for a period of **seven (7) years from the date of check issue**. Confirm the bank can meet these requirements.
41. Describe the bank's current capabilities regarding its Web-based remote deposit capture (RDC) services. Confirm that the bank's internet-based system is user-friendly and compatible with current operating systems. Describe how a compliant check image is captured, securely transmitted via the internet, processed and cleared by the bank. What user deposit controls and deposit acknowledgments does the system provide? What is the cut-off time for same-day ledger credit?

Clearly list and explain the scanner equipment the vendor is proposing to accommodate the check deposit volumes depicted in this RFP, for the term of the contract. What are this scanner's recommended minimum and maximum daily imaging volume thresholds? Describe the initial RDC set-up support and on-going support the vendor will provide to the State.

42. 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
43. Confirm the bank will supply a minimum of **three (3) sets** of operating manuals with any subsequent additions, deletions or revisions to the manuals forwarded to the State 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.

44. Provide a detailed implementation schedule to achieve the **October 1, 2015** 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 wire 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 State 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

Prices submitted are to be firm and fixed for the term of the contract. All prices proposed are inclusive of all vendor supplied forms, postage, supplies, equipment, delivery (courier service), boxes, overhead, FDIC charges, profit, etc. as required to meet the RFP specifications. Payment by the State will be limited only to those categories for which prices are submitted by the selected vendor. *All methods of measurements that differ from the pre-establish methods listed below must be clearly identified for each priced item.

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

	Account Services and Maintenance		
1	Account Maintenance Fee	\$	/Account/Month
2	ZBA Maintenance Services	\$	/Account/Month
3	Controlled Disbursement Account Maintenance	\$	/Account/Month
4	Daily Balance Reporting (Prior Day and Intra Day) (Automated to Treasury Workstation via Web in BAI2)	\$	/Month
5	Funds Transfer (Fed Wires In)	\$	/Per Transfer
6	Funds Transfer (Fed Wires Out)	\$	/Per Transfer
	ACH Services		
7	ACH File Transmission	\$	/Per FileTransmission
8	ACH Debit Origination Fee	\$	/Per Debit
9	ACH Credit Received	\$	/Per Item
10	ACH Debit Block Service	\$	/Account/Month
11	ACH Credit Origination	\$	/Per Credit
12	ACH Returns	\$	/Per Item
	Check Disbursement Services		
13	Check Paid, Positive Pay	\$	/Per Check

14	Forgery Investigation	\$	/Per Item
15	Stop Payment, Web-based	\$	/Per Stop
16	Stop Payment, Manual	\$	/Per Stop
	Check Depository Services Remote Deposit Capture (RDC)		
17	RDC Implementation Fee	\$	/Per Location
18	RDC Monthly Maintenance	\$	/Per Location/Month
19	RDC Item Imaged	\$	/Per Item
20	<ul style="list-style-type: none"> • RDC – IRD Clearing 	\$	/Per Item
21	<ul style="list-style-type: none"> • RDC – On-us Items 	\$	/Per Item
22	<ul style="list-style-type: none"> • RDC – Image Clearing 	\$	/Per Item
23	Image Scanner (contract term, including maintenance)	\$	/Per Item
24	Deposits (Checks)	\$	/Per Deposit
25	Deposited Item	\$	/Per Check
26	Checks Redeposited	\$	/Per Check
27	Returned Item (Check)	\$	/Per Check Returned
28	Deposit Tickets (4-Part)	\$	/Per Ticket
	Web-based Services		
29	Web-based Product Maintenance (If applicable)	\$	/Month
30	Web-based Account Inquiry	\$	/Per Inquiry
31	Web-based ACH Inquiry	\$	/Per Inquiry
32	Web-based ARP Reporting	\$	/Per Account/Month
33	Web-based Paid Check Image Maintenance	\$	/Month
34	Web-based Paid Check Image (All Checks Processed)	\$	/Per Item Imaged
	(OR)		
35	Web-based Paid Check Image (Per Item Viewed)	\$	/Per Image Viewed
36	Programming Fees (If applicable), indicate number of hours	\$	/Per Hour