

# REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE ELECTRONIC COLLECTIONS BANKING SERVICES

ISSUED BY THE DELAWARE STATE TREASURY

CONTRACT NUMBER: TREAS15-101-BANK-1

## I. Overview

A. The Delaware state treasurer seeks to enter into an agreement with a qualified cash management bank to provide electronic collections banking services to the State of Delaware (State). The Delaware State Treasury has issued this Request for Proposals (RFP) pursuant to 29 *Del. C.* §§ 6981 and 6982, and in cooperation with the Delaware Department of Technology and Information (DTI) and the Office of Management and Budget, Government Support Services.

The purpose of this RFP is to notify qualified and interested banking institutions of this intention, to formally request proposals, and to disseminate information that would assist banks in preparing and submitting proposals to provide these services to the State.

The timeline for this RFP and resulting implementation is given below. This timeline is subject to change.

Publication of RFP / Public Notice	January 9, 2015
Pre-Bid Teleconference (optional)	January 15, 2:00 p.m. EST
Proposal Submission Deadline	February 5, 4:00 p.m. EST
Notification of Award	February 20
Implementation of contract	September 1

B. Transmittal letter. Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may request in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this relationship will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions requested to the RFP requirements.

C. Background. The budget for the State of Delaware during FY2015 (ending June 30, 2015) is \$3.8 billion. Major sources of electronically-collected (ACH debit, ACH credit and wire transfer) revenue include:

- Personal income tax (31 percent)
- Corporate franchise tax (16 percent)
- Abandoned property (11 percent)
- Lottery and slots (8 percent)
- Gross receipts tax (5 percent)
- Corporate income tax (5 percent)
- Bank franchise tax (5 percent)

1. The Cash Management Policy Board (the Board) provides oversight and guidance for the State's contracted banking relationships. Its policies and guidance are implemented through the Cash Management Unit (CMU) of the Delaware State Treasury (Treasury).

2. The State's main electronic collections account is one of seven accounts currently housed at the incumbent bank. These accounts have various functions, and all of these functions are subject to this RFP.

a. Three of the seven accounts are used for lockboxes. Two are electronic lockboxes, where the agency sends the bank a data file and the bank initiates ACH debits to retrieve payments. The other is a traditional wholesale lockbox. Agency names and respective volumes for FY2014 are:

- Division of Revenue: 195,791 ACH debits received
- State Pension Office: 1,881 paper checks received
- Bank Commissioner's Office: 301 ACH debits received

b. The other four accounts are:

- State's main bank account for receiving electronic payments
- Division of Revenue delinquent tax collection
- Division of Revenue internet filing
- State Pension Office investment clearing

Most of these accounts are set up with a Zero Balance Account (ZBA) feature to automatically transfer balances to the main account.

3. This RFP is for electronic collection services only. Over-the-Counter (OTC) collections are provided by a separate banking agreement.

*Note: A daily Standing Transfer Order concentrates cash and check deposits at the OTC bank to the electronic collections bank.*

4. Sections II and III of this RFP describe the general banking and collections performance standards that all bidding banks are required to meet. Treasury may refuse to consider the bids of vendors who do not meet these standards. Vendors may propose alternate methods of achieving the State's objectives, but in submitting proposals vendors are attesting that they meet the standards in these sections.

5. The State intends to pay for all banking services on a fee basis, but it reserves the right to pay on a compensating balances basis as determined solely by the State.

## II. General Performance Specifications

### A. Compensation methods and invoices.

1. The vendor will accept payment for services rendered on a fee basis, but it will accept compensating balances as payment as determined by the CMU.

2. The vendor will invoice the State quarterly, but will also be capable of invoicing the State monthly. For each quarter, the net fees of the monthly analysis statements will total to the quarterly invoice.

*Note: The vendor should indicate in its proposal any discounts available for monthly invoice payments.*

3. The State prefers to pay its invoices with ACH credit. The State, at its discretion, may pay its invoice using check and wire transfer. Under no circumstances will the vendor be permitted to direct debit the State's collection account or any other State account.

4. The vendor will accept payments with invoices that have been corrected manually (by "pen and ink" changes) in those instances where the State has been charged incorrectly, and where the State and the bank agree to the changes and the revised amount of the invoice. (The purpose of making such adjustments to incorrect invoices is to speed the process of paying the bank, rather than wait for the bank to produce a revised invoice.)

B. Account analysis statement. Each month the vendor(s) will provide a detailed account analysis package to Treasury. This account analysis package will be due in the Treasury no more than 15 calendar days following the close of the month for which the analyses are made, and the package will contain the following:

1. Individual account statements for all accounts.
2. A summary analysis that rolls the detail from all individual statements into a single, comprehensive statement. It will include:
  - a. Contact information. The statement header will contain the complete account name, account number and contact information for the State agencies owning the accounts.
  - b. Balance information. Both the individual and summary analyses will detail:
    - Average ledger balance
    - Average uncollected funds
    - Average collected (available) balance
    - Average positive collected balance
    - Reserve requirement (if prescribed by the Federal Reserve)
    - Adjustments
    - Investible balanceAll adjustments will be explained. Average collected balance is defined as average ledger balance minus any uncollected funds. The dollar value of these uncollected funds will be determined by the availability schedule submitted with the vendor's proposal.
  - c. Overnight sweep.
  - d. Earnings credit. Both the individual and summary analyses will detail the computation of earnings credit. The earnings credit rate will be equal to or greater than the 90-day Treasury Bill rate for that period, as published by the Wall Street Journal. Earnings credit will be computed as follows:

$$\frac{(\text{Investable balance}) \times (\text{Earnings credit rate})}{(\text{Actual days in year}) \times (\text{Actual days in month})}$$

Should the earnings credit ever exceed the monthly service fees – something that would be a rare event – the bank must carry forward any surplus earnings credit to be applied against the following month’s fees.

- e. Banking services. Each analysis will provide a detailed listing of the banking services rendered for that month. Treasury prefers that the analysis includes an AFP code. It must also include a service description, volume, unit fee, and total fee. Service groupings will be subtotaled.
- f. Adjustment line item. The summary analysis will include a line item within the services listing or elsewhere on the statement that is to be used exclusively for adjustments. These adjustments may be pricing corrections from previous months, for example, or they may be special infrequent services such as computer programming.
- g. A written explanation for any unusual adjustments to balances and services that cannot be explained in the space provided on the analysis itself. The Account Officer has the responsibility to provide such explanations, which may be contained in a separate note or letter if necessary.
- h. A written notification of the termination or start of a new service that is not a part of the original proposal or contract. It is the policy of Treasury that the State will not be liable to pay for any service, whether or not it is requested by an agency, unless the vendor receives written authorization from the Banking Services Manager to implement the service. There will be no exception to this policy. The Banking Services Manager is the approving authority for all banking services.
- i. An invoice, which may be in the form of a cover letter. The invoice may also be sent electronically as an email attachment.

#### C. Collateralization of State Deposits.

1. The Cash Management Policy Board (the Board) requires that all cash management banks collateralize their State of Delaware non-investment, non-insured account balances.

2. Contracted banks must adhere to collateralization standards as set forth in the Board’s investment guidelines, which may be found online, as currently implemented and as amended, at:

*<http://treasury.delaware.gov/wp-content/uploads/CMPB-Investment-Guidelines-for-web-as-of-Mar-2012.pdf>*

#### D. Risk Management.

1. The bank shall provide information to the State regarding its relevant current and recent litigation, its code of conduct and/or statement of ethics, and its auditing procedures. **This comprises Tab L of the proposal.**

2. This description must include the following information:

- Litigation: Enumerate any pending and recent lawsuits related to the bank’s cash management procedures and security procedures.
- Ethics: Provide a copy of the bank’s Statement of Ethics and its Code of Conduct.
- Regulatory Reports: Provide a copy of the bank’s Statement on Standards for Attestation Engagements No. 16, Reporting on Controls at a Service Organization (SSAE16), and its Securities Exchange Commission (SEC) Form 10-Q. Enumerate issues raised about these documents during the bank’s most recent audit.
- Audit: Enumerate substantive operating issues raised by recent audits, particularly regarding those services described in this RFP.

3. Provide your organization’s current short-term and long-term credit ratings.

E. Disaster Recovery Plan.

1. The bank shall provide a detailed description of its Disaster Recovery (contingency) Plan (DRP) as it relates to the State. **This comprises Tab F of the proposal.** This description must include the following information:

a. What is the timeline for communicating with the State when the DRP must be implemented? By what means will the bank notify the State? How many different State contacts will the bank notify at no cost to the State?

b. How will the bank prevent a disruption of the State's treasury services? How will collection data – transactions, balances, wire and ACH histories, etc. – be safeguarded against disaster?

c. Does the bank use an off-site third party data storage provider? Please briefly describe.

d. Does the bank maintain a hot backup site? If so, please briefly describe, including the timeline for the State's collection processes to resume complete normal operations. Is there an alternative backup site (in case the primary backup site exceeds capacity or is disabled)?

e. Will the additional transaction volume from the State cause the bank to modify its DRP to ensure complete protection of critical services? How would the DRP be amended, if at all?

f. How often is the DRP tested? When was the most recent test and what was the result?

g. What is the bank's plan to recover from computer hacking or any other form of malicious cyber-activity that cripples the bank's systems? If the State's data is compromised but the bank's overall systems are not compromised, is that still considered a disaster in terms of the DRP?

2. Although it is not technically part of a Disaster Recovery Plan, please also describe in Tab F how the bank would remedy the errors or compensate the State for any reports lost, delayed availability, or interest lost as a result of a bank disaster or other service disruption.

F. Sweep Product

1. The bank shall provide a daily sweep product for the main collection account. This sweep product must have the following features:

- Treasury may designate a reserve amount on the operating account balance that will not be swept.
- Invest in instruments that are compliant with the Board's investment guidelines.
- Assets will be held in a unique custody account in the name of the State of Delaware.
- Funds may not be commingled.
- The sweep must include current day available aggregate balance (across the entire relationship) less a reserve balance.
- The weighted average maturity may not exceed 60 days.
- The invested funds must be swept back in – systemically redeemed – in time to be fully available for use each business day.
- Interest (dividends) will be accrued and paid once each month to a designated account, which will likely be the main collections account.
- The investment program must be compliant with SEC Rule 2a-7.

G. Wholesale lockbox

1. The bank shall provide a wholesale lockbox service. This service will initially be used by the State Pensions Office, but it may be used by other agencies during the term of the contract. The lockbox will include the following services:

a. Imaging. The bank will image all envelopes, documents and checks. Images will be archived for a period of not less than seven years.

b. Original work delivery. The original documentation received by the bank will be delivered to the agency daily via the United States Postal Service (USPS).

c. Check redeposit. Redeposit all returned checks no more than two times.

d. ZBA functionality. Balances will be transferred to the main collection account.

### III. Electronic Collections Specifications

*Note: Complete industry-standard descriptions of the following services are provided by the Association of Financial Professionals through its AFP service codes. The standards described in this section may add to the AFP standards, but in no case should they be interpreted to detract from, weaken or lessen the AFP standards.*

A. General information. Receipts from the State's revenue collection agencies will be deposited with and processed by the collection bank. The services described in this section are not related in any way to the State's lockbox operations.

B. The collection bank shall perform the following services for the State:

1. Automated Clearing House (ACH) transactions. In accordance with National Automated Clearing House Association (NACHA) standards, the bank shall:

a. Place an ACH debit block against the State's main collection account and any other account designed by the Banking Services Manager.

b. Process all outgoing ACH credits and incoming ACH debits initiated by the State.

*Note: Most ACH credit transactions will be initiated by the State's disbursement bank. However, the State may require that some ACH credits be initiated by the collections bank. Thus, the collections bank must have full ACH functionality.*

c. Process all incoming ACH credits initiated by other banks into the State's accounts.

d. Process all incoming and outgoing ACH addenda records that are created in industry-standard formats, such as CTX, CCD and CCD+.

e. Ensure that each ACH credit transfer receives next day (one-day) availability (or better).

*Note: When NACHA and the Federal Reserve implement same-day availability for ACH transfers, the State will receive same-day credit.*

f. Process all addenda records (such as CTX and CCD+) and provide this information to the State.

2. Wire Transfers Outgoing - Automated. The bank shall:

a. Provide online (internet) access to the bank's wire transfer network to authorized State personnel, as determined by the Banking Services Manager.

b. Initiate both repetitive and non-repetitive wire transfers on behalf of the State, as directed by authorized State officials, using the bank's online wire transfer module.

c. Provide immediate and printable reports that confirm the release of wire transfers. These reports must display both the release time and unique wire reference numbers.

d. Make available via terminal or internet a report that confirms all current-day incoming wire transfer activity. This report must contain all relevant data, including without limitation data regarding payer, amount, time of wire, date of transaction, etc.

e. Maintain an industry-standard multi-level security and authentication procedure for all automated wire transfers, whether repetitive or non-repetitive.

f. Charge the proper State account(s) for wires on the day they are actually sent.

3. Wire transfers outgoing – manual. Manual wire transfers may be either repetitive or non-repetitive. The State has no intention of utilizing *manual* outgoing wire transfers. However, strictly as a back-up or emergency method of conducting wire transfers, the bank shall:

a. Process all outgoing wire transfers for same day settlement when they are requested between 8:30 a.m. and 4:00 p.m. EST.

b. Maintain a list of personnel who are authorized to request and/or verify repetitive and non-repetitive wire transfers and who will receive confirmations of those transfers. The treasurer, or a person delegated by the treasurer, will provide this list to the bank.

c. Maintain an industry-standard callback and authentication procedure for verification of all manual wire requests.

*Note: In submitting a proposal, the bank agrees to comply with all Enterprise Standards and Policies, as established by the Delaware Department of Technology and Information. This includes standards and policies for data transmissions, website security, and cloud computing. These may be found online, as currently implemented and as amended, at:*

**<https://dti.delaware.gov/information/standards-policies.shtml>**

e. Charge the relevant State account(s) for wires only on the day they are sent.

4. Wire Transfers - Incoming. The bank shall:

a. Provide immediate availability and posting credit for wire transfers received for the credit of the State.

b. Make available via terminal or internet a report that confirms all current-day incoming wire transfer activity.

5. Account Maintenance Demand Deposit Account (DDA) Statement(s). The bank shall:

a. Provide Treasury with a daily statement for the General Collection Account. This statement must be available electronically via PC terminal or internet in BAI format. This statement provides the basis for reconciling bank deposits and researching possible errors. The bank's proposal must include a sample page of the electronic version of this statement.

b. Provide DDA statement(s) within three business days after the cycle cut-off.

c. Include, with the bid, samples of the bank's normal DDA bank statement with posting data. The DDA statement shall contain the following: credit memos and deposits listed in amount order; and, debit memos and all checks paid listed in amount order. In addition, all credit memos, paid checks, and debit memos (sorted in numerical order) will be returned with the DDA statement.

6. Special Demand Deposit Statements. The bank shall:

a. Provide special DDA statements, upon request, for various accounts at times other than normal statement cycle cut-off. A “special” statement is defined as one that is the same as a routine, periodic statement, but which is requested at a time other than the designated cut-off date.

7. Additional Demand Deposit Statements. The bank shall:

Provide additional DDA statements, upon request, for various requests. An “additional” statement is defined as one that is identical to a routine statement that is issued at the normal cut-off period; it may be a regenerated original or a photocopy of the original.

8. Automated Balance Reporting. The bank shall:

a. Provide automated balance reporting (via on-line computer terminal or internet) for the collection account and any other account(s) deemed necessary by the State.

b. Report no later than 8:00 a.m. to Treasury the following data:

- Combined closing ledger balances.
- Combined closing collected balances.
- Combined opening collected balances.
- Total dollar amount of debits and credits for the account(s).
- Opening and closing balance of the General Collection Account.
- Float figures for zero, one, and two-day items in the General Collection Account.

9. Zero Balance Account (ZBA). The bank shall:

a. Be capable of providing two-way (credit/debit) ZBAs as required.

b. Automatically transfer any net credit/debit to a designated account daily.

10. Concentration of funds reporting. The bank shall:

a. Provide concentration of funds reports to Treasury as requested. The bank shall include with its proposal sample copies of all concentration and other related reports and indicate which reports are accessible through a PC.

11. Electronic Tax Collection Program. The State currently maintains four distinct electronic tax collection programs with its collections bank on behalf of the Delaware Division of Revenue. These concentration of funds programs exist to collect both corporate and individual liabilities. Each program allows for direct ACH credits and for State-initiated ACH debits that are input via touch-tone and operator-assisted methods. These programs typically collect funds monthly or quarterly. The bank shall:

a. Provide a concentration of funds program with either an operator-assisted, touch-tone or Voice Response System (VRS) component that would create an ACH debit or credit for the purpose of transferring taxes into the State’s main collection account.

b. Allow each tax collection program to contain data fields to collect information that is unique to that tax.

12. Remote Check Deposit. The State’s RCD program began in 2011 and is managed by Treasury. As of October 2014 there are 12 agencies and 24 unique “locations” utilizing this service.

*Note: A critical component of the RCD program is the bank's ability to assign unique location codes to State agencies, and then have these codes remain with the deposits from the scanner to the bank to the State's accounting system.*

The bank shall:

- a. Provide a block of numbers that may be used by Treasury as unique location identifiers. Treasury shall have the authority and access and the bank must provide Treasury with access to control and assign at least five digits in this block of numbers, while the bank may control the remainder.
- b. Provide training. While there may be a need to initially train Treasury staff in person, the bank must provide online modules that agency personnel may use as needed for initial and refresher training.
- c. Provide tiered pricing. The per item and maintenance fees shall be reduced as significant volume thresholds are reached.
- d. Provide appropriate check scanning equipment and include the purchases in Treasury's overall monthly statement.

13. File transmission. In order to reconcile deposits in a timely and accurate manner, it is essential that Treasury receives deposit information each day. The bank shall:

- a. Provide a Previous Day daily BAI-formatted file, which will contain the following:
  - Identifying number of the depositing agency
  - Amount of deposit
  - Number of items included in each deposit batch
  - Date of deposit
  - Return items

*Note: The identifying number is a unique and constant reference number that will allow Treasury to know which agency made the deposit.*

- b. Ensure that the BAI file is available by two methods:
  - Secure File Transfer Protocol (SFTP). This method will be used to send the file directly to the State's automated accounting system.
  - Online reporting. A website download will be used to "pull" the file into Treasury's PCs for use by its reconciliation team.

## **IV. Bidding and Contract Specifications**

### **A. RFP Issuance**

#### **1. Obtaining Copies of the RFP**

This RFP is available only in electronic form through the following State websites. This RFP is not available in hard copy.

Delaware State Treasury: [treasury.delaware.gov/your-treasury/requests-for-proposals/](http://treasury.delaware.gov/your-treasury/requests-for-proposals/)  
Delaware Procurement: [www.bids.delaware.gov](http://www.bids.delaware.gov)

#### **2. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

#### **3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

#### **4. RFP Designated Contact**

All communications about this RFP *shall be made via email* to the Designated Contact listed below. Communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the Designated Contact.

*Mr. James DiDonato  
Manager of Banking Services  
Delaware State Treasury  
james.didonato@state.de.us*

#### **5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

#### **6. Contact with State Employees**

Direct contact with State of Delaware employees other than the Designated Contact regarding this RFP is expressly prohibited without prior written consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business with the State which require contact in the normal course of doing that business.

## **7. Organizations Eligible to Bid**

- a. Only vendors that meet the following eligibility criteria are eligible to respond to this RFP:
  - Hold a current national or state banking charter.
  - Maintain a principal office in Delaware.
  - Hold non-investment assets of at least \$5 billion.
  - Maintain a rating of at least “B” issued by Fitch Ratings.
  - Maintain a Delaware business license.
  - Maintain professional liability insurance in the amount of \$1.0 million.
- b. Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

## **8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as:
  - Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

## **9. Cancellation**

Treasury may cancel this RFP process at any time for any reason or for no reason.

**10. Pre-Bid Meeting**

Treasury will conduct a pre-bid teleconference for this RFP on January 15, 2015, at 2:00 p.m. EST. Treasury will send call-in instructions to vendors via email. Participation is not mandatory, and any useful information resulting from the teleconference will be provided via email to all vendors receiving the RFP.

**B. Proposals**

**1. Acknowledgement of Understanding of Terms**

By submitting a proposal, the vendor acknowledges that its officers have carefully read all sections of this RFP, including all forms, schedules and exhibits, and is fully informed as to all existing conditions and limitations.

**2. Proposal Submission**

Proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals.

Proposal packages should be marked "COLLECTION PROPOSAL" and delivered to Treasury at the address below no later than **4:00 p.m. EST** on **February 5, 2015**. They may be delivered by express mail, U.S. Postal Service or courier to:

**Delaware State Treasury  
820 Silver Lake Boulevard, Suite 100  
Dover DE 19904**

Proposals will be time stamped upon receipt. Any proposal received after this date and time shall not be considered and shall be returned unopened as set forth in paragraph 10 below. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed and not be made available to anyone during the negotiation process.

A signed proposal indicates that the vendor is thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**3. Proposal Format**

To standardize and expedite the proposal evaluation process, hardcopy proposals will follow these requirements:

- The submission will include four hard copy complete sets, one of which will be designated as the "master" proposal. The master will contain original signatures where necessary.
- The submission will include one CD-ROM containing a soft copy of the proposal. This should be in Acrobat PDF format and should be contained in the fewest number of files possible.
- All pages will be standard letter-size (8.5 x 11 inch) white paper.
- Print type should be a reasonable font and size. Color is optional.
- The use of plastic document protectors and other enhancements is discouraged.
- Loose-leaf, three-ring binders are preferred. Combed (GBC) bindings are acceptable.

- Each of the bulleted items found on the checklist will be labeled as indicated, and each will constitute a separate section of the proposals, and each section will be denoted by its own tab.

**4. Pro Forma Bid Sheet**

The vendor must not change volumes or service descriptions without the approval of the RFP Designated Contact. Service fees will be totaled. Where necessary, the vendor may provide a supplemental sheet that includes a revised bid sheet that incorporates alternative services and fees. **This comprises its own proposal tab.**

- Prices quoted in the proposal shall remain fixed and binding on the vendor at least through August 31, 2017.

**5. References**

The vendor will provide at least two government and two corporate references for which the vendor has provided electronic collections services. For each of the references, please provide examples of “working partnership with clients” to develop best-in-class service. **This comprises its own proposal tab.**

**6. Vendor key contacts**

The vendor will provide contact information for those bank officers, including those positions listed below, who will interact with agency and Treasury personnel. **This comprises its own proposal tab.**

- Account Officer (Relationship Officer)
- Backup to the Account Officer
- Treasury or cash management officer (if different from Account Officer)
- Customer Service Representative(s)
- Conversion team members

**7. Proposal Narrative**

The vendor may provide an optional narrative, which describes the required services and the bank’s plan to meet the State’s plan to collect funds in an efficient manner. This narrative may address such items as volume pricing discounts, availability of funds, reporting, and any other topic relevant to collection services. This narrative provides vendors with the opportunity to summarize and tie together the detail that is found elsewhere in their proposals, and to address concerns not otherwise expressed in their proposals. For example, it may be used to describe:

- Current initiatives within the bank that will impact the State’s relationship.
- Alternative approaches to the collection of revenue. (The vendor will still be expected to respond directly to the specifications and questionnaire, but alternative approaches will also be reviewed as part of the overall proposal evaluation.)

**If a narrative is provide, it will comprise its own proposal tab.**

**8. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original proposal and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**9. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**10. Proposal Opening**

The State of Delaware will receive proposals until the time specified in Section IV-B-2. Proposals will be opened and time stamped in the presence of at least two State of Delaware personnel. Proposals received after the deadline will not be time stamped or opened. Treasury will immediately contact vendors that submit late proposals.

There will be no public opening of proposals. Treasury will keep a public log of the names of all vendors that submitted proposals.

**11. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**12. Concise Proposals**

The State of Delaware discourages overly-lengthy and costly proposals. The State prefers that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**13. Realistic Proposals**

The State of Delaware expects that vendors can and will fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**14. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents (Team). There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by State law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all of the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on the contract award is made, the contents of its proposal will become public

record and nothing contained in the proposal will be deemed to be confidential except proprietary information as determined by the State.

Vendors shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor believes that it cannot submit their proposal without including proprietary information, the vendor must adhere to the following procedure or its proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

**15. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including without limitation all project management, legal and financial responsibility for the implementation of all vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one "primary vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Subcontracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments. However vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in Exhibit 7: Subcontractor Information Form. Any subcontractors must be approved by the State of Delaware.

**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**16. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of its proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which an award could not be made. All unresolved issues shall be addressed in the proposal.

**a. Protests**

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

**b. RFP Question and Answer Process**

Treasury will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses. This Q&A document will be posted on Treasury's website within three days of the pre-bid teleconference meeting. Vendors' names will be removed from questions in the responses released. Questions should be submitted via email to the RFP Designated Contact, and must reference the relevant RFP section and page.

**17. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**18. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason or for no reason.

**19. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**20. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**21. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the Treasury and Procurement websites. Vendors must acknowledge the receipt of all changes and addenda. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**22. Exceptions to the RFP**

Any exceptions to the specifications of this RFP must be clearly stated in Tab J of the proposal. Acceptance of exceptions is within the sole discretion of the Proposal Evaluation Team (Team).

**23. Award of Contract**

The final award of a contract is subject to approval by the Board. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the Team report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous to the State of Delaware, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

**b. Invitation to negotiate**

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**C. Proposal Evaluation Process**

**1. Evaluation Team and Evaluation Process**

The Proposal Evaluation Team (Team) shall be comprised of representatives of Treasury. Subject matter experts from other agencies will contribute as needed to the evaluations. The Team will make a recommendation to the banking committee of the Cash Management Policy Board. The committee will consider it and then make its own recommendation to the full Board. The Board will make the final decision. The Team may:

- Select and recommend a proposal other than that with the lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals.
- Contact vendors to clarify uncertainties or eliminate confusion. Proposals may not be modified as a result of such contacts.
- Request modification to proposals from any or all vendors during the proposal review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time, in order to serve the best interests of the State.

**2. Selection Criteria**

The Team shall evaluate and score proposals based on the criteria described below. The Team will apply these criteria equally to all proposals.

Service Description	Weight
<b>Requirements.</b> Ability to meet all current cash management requirements as described in Section II and Section III of this RFP	50%
<b>Compensation.</b> Total compensation on a fee basis, as shown on the bid form	30%
<b>Completeness of proposals.</b> The degree to which the State's performance specifications and questionnaire are addressed by the vendor	10%
<b>Future.</b> Ability to meet future cash management requirements, including a commitment to maintain a leading edge in the banking sector and a sense of innovation and creativity	10%

Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

**3. Oral Presentations**

Selected vendors may be invited to make oral presentations to the Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**4. Site Visits**

Vendors must agree to allow site visits to operational facilities during processing times as a condition of being awarded a contract.

**D. Contract Terms and Conditions**

**1. General Information**

- a. The term of the contract between Treasury and the vendor shall be for four years, **starting on September 1, 2015, and ending on August 31, 2019.** The contract will include the option for up to three one-year extensions. Each extension shall be exercised by mutual written consent within 180 days of the end of the preceding term. The contract has a **potential end date of August 31, 2022.**
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between the parties. Procurement will be in accordance with the resulting agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements,

and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

## **2. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

## **3. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**4. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**5. General Contract Terms**

**a. Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between the parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Non-Appropriation**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

**c. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in

writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**d. Notice**

Any notice to Treasury required under the contract shall be sent by registered mail to:

**Delaware State Treasury  
820 Silver Lake Boulevard, Suite 100  
Dover, DE 19904**

**e. Indemnification**

**(1) General Indemnification.**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's and its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

**(2) Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- Procure the right for the State of Delaware to continue using the Product(s);
- Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

- Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**f. Insurance**

- (1) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- (2) The vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- (3) During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 each occurrence and \$3,000,000 aggregate
----	---------------------------------	---

And at least one of the following, as outlined below:

b.	Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage’s, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

- (4) The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

**g. Performance Requirements**

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**h. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**i. Penalties**

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**j. Price changes**

Unit price increases or decreases will be permitted starting July 1, 2016, and on July 1 of each year thereafter, if agreed upon by both parties 60 days prior to that date. Any price increase shall not exceed the lesser of the Producer Price Index (PPI), as provided by the Federal Reserve and published in the Wall Street Journal, or five percent. The bank must supply to the State the proper documentation which confirms the need for a price increase.

(1) Treasury will not be subject to bank-wide price changes.

(2) Treasury will only accept and comply with price change notifications that are sent by the Relationship Manager to Treasury.

**k. Termination for Cause.**

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner its obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become the State of Delaware's property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

**l. Termination for Convenience**

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become the State of Delaware's property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective

date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**p. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**q. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**r. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- the laws of the State of Delaware;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- that programs, services, and activities provided to the general public under a resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with above specifications, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**s. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**t. Other General Conditions**

- (1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- (3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.

- (5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## **E. RFP Miscellaneous Information**

### **1. No Press Releases or Public Disclosure**

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

### **2. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

### **3. Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

**Exhibit 1**  
**Checklist for Collection Banking Proposals**

The following checklist is provided to the vendor as a service to assist in preparing a complete and standardized proposal. The following documents are required. Except where noted, all documents must be submitted in duplicate.

- ✓ TAB A: One copy of this Request for Proposal.
- ✓ TAB B: Collection Banking Services Bid Sheet.
- ✓ TAB C: List of relationship banking officers (with contact information).
- ✓ TAB D: Collection Services Questionnaire, completed.
- ✓ TAB E: Commitment and Non-Collusion Statement, and Contractor Confidentiality (Non-disclosure) & Integrity of Data Agreement
- ✓ TAB F: Disaster Recovery Plan (summary).
- ✓ TAB G: Sample of hard copy monthly consolidated AA statement.
- ✓ TAB H: Sample of hard copy daily DDA statement.
- ✓ TAB I: References.
- ✓ TAB J: Optional Narrative. This describes the bank's plan to provide services requested by the State, and it includes the bank's requested exceptions to the RFP specifications, and alternate methods of accomplishing the State's collections goals.
- ✓ TAB K: Concentration of funds sample report(s).
- ✓ TAB L: Risk Management: Statement on Ethics or Code of Conduct; Credit Ratings; Notification of current and recent litigation
- ✓ TAB M: File layout specifications and report samples, per the Questionnaire.

In addition a single copy of these items shall be included with the proposal, though they do not need to be part of the binder:

- Most recent shareholder annual report.
- Statement on Standards for Attestation Engagements (SSAE) No. 16. *As of 2011, this replaces SAS 70.*

**Exhibit 2**  
**Account Analysis Sample**

*Address information*

Office of State Treasurer  
ATTN: Cash Management Unit  
820 Silver Lake Boulevard, Suite 100  
Dover DE 19901

*Service month*

January 2015

*Balance information*

Average ledger balance	\$
Less: Unavailable (uncollected) funds	\$
Average gross available (collected) balance	\$
Less: Adjustments (must be detailed)	\$
Average positive available balance	\$
Less: Reserve Requirement (actual amount)	\$
Net available balance for computing earnings credit	\$
Earnings credit rate for this month (ex: 4.321%)	%
Earnings credit	\$
Gross banking service charges	\$
Less: Earnings credit	\$
Net banking service charges (credit) for this month	\$

*Banking services*

<b>Service Description</b>	<b>AFP Code</b>	<b>Unit Fee</b>	<b>Total Fee</b>	<b>Balance Required</b>

**Exhibit 3**  
**Collection Services Questionnaire**

*For ease of use, this questionnaire is designed to allow yes/no responses for many questions. Where the response is “no,” please also provide a brief explanation in the space provided. Responses may be typed or handwritten, and they should be provided on this form – not on a separate paper. If necessary, narrative responses may be continued onto the reverse side of this paper. This questionnaire comprises its own section of your proposal.*

**Deposit Reporting – Previous Day and Current Day**

1. Discuss the format and delivery options available to receive **previous day** and **current day** deposit activity and balance detail files. The bank’s response must be comprehensive, to include identifying:
  - The most cost effective delivery method.
  - The fastest delivery method.
  - The most secure delivery method.
  - Required special software and/or hardware.

In addition to the bank’s narrative response to Question 1, please provide file layout specifications and samples of reports for each format option. These should be placed in Tab M.

2. Will the daily deposit reporting system provide beginning and ending ledger balances, collected balances, available balances, and float assignment?
3. What types of current day and previous-day reports are available? Are they available strictly online?
4. Is the detail indicated above available for all formats and delivery options? If not, discuss any variations.
5. Do previous day Zero Balance Account (ZBA) reports include float?
6. What time each day is the data available? (Assume Eastern Standard Time) How often in the last year has your bank missed this target?
7. Is this an existing interface or would a custom interface need to be developed? What languages or protocols (e.g., EDI, XML) are used to facilitate the interface? Is there a charge for the interface?
8. Can the system return a BAI file to the State’s accounting system that shows all wire transfers and ACHs that have cleared the company’s accounts? If so, describe.
9. Provide a list of the types of current-day and previous-day transactions that are available through the reporting system.,

10. How many business days of current-day and previous-day information are stored on the reporting system and available for State access?

### Deposit Reporting – Cycle End

1. What type of output media is available for **cycle-end** deposit reporting (e.g., mailed paper report, magnetic tape, cartridge, CD-ROM, file transmission, Web-based)?
2. Is the bank able to turn off the paper deposit reconciliation report without jeopardizing the integrity of electronic deposit location reporting?
3. Provide a list of all transaction types that are reported as miscellaneous transactions.
4. What is the bank's standard cut-off for statements and/or paper reports?
5. Can the State specify a cut-off date for statements and/or paper reports? Is there a cost for a special cut-off?
6. How soon after the cut-off date will the following be sent?
  - Bank Statements
  - Reconciliation Information
7. Is there a unique point of contact within the bank for specific questions regarding reconciliation reporting issues?

### Electronic Funds Transfers

1. Provide your bank's processing cut off times for initiating:
  - Wire transfer – internal/book
  - Wire transfer – Fedwires and SWIFT wires
  - ACH debits (The bank will receive data files from the State)
  - ACH credits (There will be relatively few)
2. Describe your security protocol for both repetitive and non-repetitive wire transfers initiated through the bank's online portal.
3. List any specific times during the day or during the month when wire transfers are more likely to be delayed. What is the average delay time?
4. What are the State's notification options for returned ACH transfers?
5. The State will not typically initiate large batches of repetitive ACH credit transfers from its collections bank. However, it may be necessary to occasionally do so. Please describe the State's options for initiating ACH credits.
6. Is there only one entry daily from each ZBA to/from the master account? What time is this transfer completed? Does this transfer reflect adjustments? If not, how are adjustments handled?

## DELAWARE STATE TREASURY

7. Does the bank support ARC, POP and BOC methods of ACH check conversion? Briefly describe this service and related fees.
8. For ZBAs, are the transfer amounts based on ledger or available balances?
9. Please describe your experience processing both outbound and incoming SWIFT wires. Include any correspondent bank.

### **Online Information Reporting & System Requirements**

1. Describe your online reporting module, including:
  - Security features and download formats
  - Download formats
  - Special hardware and software requirements
2. Even though pricing is listed elsewhere in your proposal on the bid sheet, please explain how your bank prices its online information reporting. Specifically, do you bundle your pricing? Do you charge on a “per access” basis? On a “per User ID” basis?
3. Are there special requirements of the customer in order for the bank to provide location reporting on a consolidated account?
4. Would the State administer its own online reporting access? That is, would the State be responsible for assigning who has online access, controlling the amount of access each person has, and adding/subtracting users from the system?
5. How far backward is searchable information available before it drops off the system? That is, would the State be able to search for statements and/or balance information from 90 days prior? 120 days? 180 days?
6. Is the bank capable of providing detailed information online for:
  - Deposits?
  - Return items?
  - Items pending return?
  - Deposit corrections?
  - Misc. debits/credits?
7. How frequently is your website balance and transaction information updated? Does the bank have a standard (in minutes) for posting information to the website?

## Account Analysis Statements and Demand Deposit Account Statements

1. The State prefers that its monthly AA statements and daily bank DDA statements contain as much identifying and contact information as possible in the header (top of the page). What are the bank's restrictions and capabilities regarding:
  - Field size for naming the accounts. Must names be truncated or abbreviated?
  - Number of lines permitted in the address/name portion of the statement?
  - Bank officers' name and telephone number?
  - Miscellaneous contact information that can be attached to each account and picked up on the respective statements?
2. Will the bank block a certain amount of account numbers for use by the State? If so, it would be useful if the State would be permitted to coordinate with the bank on the assignment of account numbers in order to take advantage of the State's existing agency numbering system. Is that possible?
3. The Association of Financial Professionals (AFP) service codes have become the industry standard for identifying banking services. Would the State's statements show them? If not, why?
4. Are groups of related services, such as information reporting, wire transfers and check services, subtotaled on the AA statement?
5. How is the monthly earnings credit computed? Is the computation clearly shown on the AA statements, including the summary statement? What benchmark is used to determine the rate?
6. Will the State's relationship manager review the AA statements before they are sent to the State Treasurer's Office? (The purpose of this review is to spot check that the State's contract pricing, new services and adjustments are in place – and to take corrective action if they are not.)
7. Do you provide AA statements via 822 format? If so, via what delivery methods? What fees, if any, are associated with receiving monthly AA statements by this method?

## Invoices

1. Treasury will review each monthly analysis and invoice for accuracy, and it will notify the bank of possible errors. How will your bank handle corrections to the invoice? The State prefers to have the bank issue a new, revised invoice. Can the bank accommodate this request? Will you accept "pen and ink" changes to the invoice?
2. What kind of discount, if any, will the bank offer the State for paying its invoices on a monthly basis rather than a quarterly basis?

## Alias Bank Account Numbers

For incoming ACH credit transactions, the State currently uses “alias” account numbers with its collections bank. With this program, some digits of the account numbers are all the same – designating the State’s main collection account – while other digits are assigned by the State and are unique to each agency. These alias numbers are input into the State’s automated accounting system.

This account numbering method allows all incoming ACH credit transactions to be channeled to a single bank account, yet it allows reconciliation personnel to readily identify the receiving agencies.

In the examples below, all transactions will go to the same bank account (1234 indicates that), yet those earmarked for Agriculture, Education and Transportation will be clearly identified and easily reconciled.

- 1234000120501.....designates the Dept of Agriculture, Thoroughbred Racing Commission
- 1234000200102.....designates the Dept of Education, Capital School District
- 1234000951503.....designates the Dept of Transportation, Division of Motor Vehicles

1. Does your bank provide a similar program for assigning “alias” account numbers? If so, please briefly describe how it works and what costs may be associated with it. If not, what alternative method do you recommend to easily associate incoming ACHs with their respective agencies?

## ACH Debits

Similar to the alias account number program for ACH credits, the State also maintains a program for automatically reconciling ACH debits. For web-based ACH debits, a unique identifier – a Company ID – is assigned to each State agency, though all transactions are deposited into the same bank account. That Company ID stays with the transaction --- from the data file that goes to the bank, to the transaction file that pulls the funds into the bank, to the data file that Treasury imports daily into the State’s accounting system. As with the ACH credit program, when the ACH debit file hits the accounting system, software matches each deposit with the agency that “owns” it.

1. Does your bank provide a similar program for assigning company (or “batch”) ID’s? If so, please briefly describe how it works and what costs may be associated with it. If not, what alternative method do you recommend to easily associate ACH Debits with their respective agencies?

## Impact of Regulatory Changes

1. How do you handle FICO charges?
2. What is your bank’s policy on Federal Reserve daylight overdraft charges? What fees are involved? Can they be waived? What is the error resolution timeframe to avoid a daylight overdraft? How would State outgoing wire transfers be affected by existing daylight overdrafts?
3. Do you pass along FDIC charges exactly as you are charged?
4. How often is it calculated? How often is it charged?
5. If not passed on exactly as charged, why not?
6. Will we receive “real time” online notification of any daylight OD on our account?

## E-Commerce and Internet Capabilities

1. Do you have ability to interface with the following vendors for various reporting, and reconciliation systems:
  - Chesapeake System Solutions
  - Peoplesoft Financials
2. Please list any other major vendor with which you have working experience.
3. Can your bank collect ACH credit and debit payments via the internet?
4. Please provide examples of how this works.
5. Include how payment information is handled. How is it re-associated/matched back to the payment?
6. How many internet partners do you currently have?
7. Do you operate an electronic tax collection program for any government agency? If yes, please briefly describe and identify:
  - Customer's name
  - Length of time
  - ACH credit, ACH debit, or both
8. Specific to E-Commerce and internet capabilities, describe your security, authorization protocol, and authentication requirements. (Please indicate if this has been addressed elsewhere in your questionnaire responses.)

**Exhibit 4  
Commitment and Non-Collusion Statement**

This is to certify that the undersigned vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the State of Delaware.

This is to further certify that the signed delivery of this bid represents the vendor's acceptance of the terms and conditions of this request for proposals including all specifications and special provisions. This statement is signed by an official of the bank who is authorized to enter the bank into a legal agreement with the State of Delaware.

*Please type the following information.*

NAME OF BANK: \_\_\_\_\_

ADDRESS OF BANK: \_\_\_\_\_

AUTHORIZED OFFICIAL: \_\_\_\_\_

TITLE OF OFFICIAL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNATURE OF OFFICIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

DE BUSINESS LICENSE NUMBER \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR PROPOSAL TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 2015.	
Notary Public _____	My commission expires _____
City of _____	County of _____ State of _____
Name of Notary Public _____	Signature _____

**Exhibit 5**  
**Electronic Collections Banking Services Bid Sheet**

The bid sheet is comprised of four pages, 39-42. The first three detail and subtotal the required services, and the fourth totals the other three pages. Only signed and dated bid sheets will be accepted for consideration.

# Pro Forma Bid Sheet A

*Insert bank name here*

AFP Code	Service Description	Annual Volume	Unit Fee	Annual Fee
----------	---------------------	---------------	----------	------------

## ACH SERVICES

25 03 02	ACH RETURNED ITEMS	2,700		-
25 07 02	DATA FILE FROM STATE CONFIRMATION (via email)	4,900		-
25 07 09	DAILY RECEIVED ITEM REPORT TRANSMITTED	80,000		-
25 00 00	ORINATION MONTHLY FIXED	12		-
25 01 00	ACH DEBITS ORIGINATED	125,000		-
25 01 30	ACH PRENOTES SENT	300		-
25 02 02	ACH CREDITS RECEIVED (special ECC program)	198,000		-
25 02 20	ADDENDA RECEIVED	200,000		-
25 04 00	DAILY RETURNS REPORT (via email & transmission)	12,000		-
25 05 01	ACH DEBIT FILES ORIGINATED	600		-
25 07 00	DAILY RECEIVED ITEM REPORT TRANSMITTED	115,000		-
25 07 01	DAILY RECEIVED ITEM VIA TRANSMISSION	250		-
25 07 01	ORIGINATED HISTORY REPORTING - 60 DAYS	8,500		-
25 10 02	OPERATOR ASSISTED CONTROL TOTALS	250		-
25 10 52	ORIGINATED RETURN	8		-
25 10 52	FRAUD FILTER MONTHLY FIXED	12		-
25 10 70	NOTIFICATIONS OF CHANGE	552		-
25 99 99	SPECIAL RECEIPTS PAYMENTS RECEIVED	21,180		-
25 99 99	SPECIAL RECEIPTS PREFIXES	12		-
				\$ -

## CONCENTRATION OF FUNDS SERVICES

26 00 00	CF - INTERACTIVE FIXED CHARGE (3 x 12)	36		-
26 01 00	CF - ACH	60,000		-
26 03 05	CF - TERMINAL ENTRY/DEP	13,000		-
26 03 10	CF - MANUAL PHONE PER AMOUNT	25,000		-
26 04 00	CF - AUTOMATED FIXED OUTPUT (2 x 12)	24		-
26 04 00	CF - AUTOMATED OUTPUT PER RECORD	160,000		-
26 05 01	CF - MASTER FILE UPDATE	1,600		-
26 05 02	CF - MASTERFILE STORAGE	150,000		-
26 99 99	CF - WAREHOUSING FIXED	36		-
				\$ -

**Subtotal Bid Sheet A**    \$ -

# Pro Forma Bid Sheet B

*Insert bank name here*

AFP Code	Service Description	Annual Volume	Unit Fee	Annual Fee
<b>WHOLESALE LOCKBOX SERVICES</b>				
05 00 0Z	LOCKBOX MAINTENANCE	12		
05 01 0Z	ITEMS PROCESSED	1,906		
05 03 01	BATCHES PROCESSED	361		
05 01 40	IMAGING MAINTENANCE	12		
05 01 44	ITEMS IMAGED (checks, envelopes, documents)	5,110		
05 06 20	IMAGED ITEMS ARCHIVES (7 years)	5,110		
05 04 10	ITEMS MAILED TO STATE (1st class postage)	1,989		
05 011M	ITEMS REJECTED (checks and/or docs unreadable)	85		
05 01 13	SPECIAL HANDLING (opening packages)	144		
10 04 02	RETURN ITEMS: RE-PRESENTED	350		
10 04 15	RETURN ITEMS: IMAGES LOADED	951		
10 04 15	RETURN ITEMS: IMAGES VIEWED	659		
10 02 00	IMAGE SELECT (A, B, C, E)	150		
10 02 00	IMAGE TIER (1, 2, 3)	30		
				\$

## ONLINE & SECURITY SERVICES

01 08 02	ENCRYPTION MAINTENANCE (fixed)	12		
01 08 21	SECURITY TOKEN MAINTENANCE (20 users x 12)	240		
05 03 1Z	ONLINE REPORTING PER USER (20 users x 12)	240		
40 00 ZZ	EB ACCOUNT MAINTENANCE	348		
40 00 ZZ	DDA MONTHLY STATEMENTS (2 statements x 12)	24		
40 00 ZZ	EMAIL EVENT NOTIFICATIONS	5,000		
40 01 10	EXPORT RECORDS (file extracts)	80,000		
40 01 10	EXPORT FILES (per access)	700		
40 02 72	REPORTS: CURRENT & PREVIOUS DAY (per access)	31,000		
40 08 22	MODULE CONFIGURATION MAINTENANCE (5 x 12)	72		
				\$

**Subtotal Bid Sheet B** \$ -



# Pro Forma Bid Sheet Summary

--

**Subtotal from Bid Sheet A**

<b>\$</b>	-
-----------	---

**Subtotal from Bid Sheet B**

<b>\$</b>	-
-----------	---

**Subtotal from Bid Sheet C**

<b>\$</b>	-
-----------	---

**Total Bid**

<b>\$</b>	-
-----------	---

By signing this bid sheet, I hereby attest that my bank has the resources to fulfill all requirements and specifications of this RFP, that we have the commitment to provide this service for the entire contract term, and that we will provide these services at the prices indicated on this bid sheet for the initial period described in the RFP.

Printed or typed name of bank authorized signer	Date
Signature	
Title	

Note 1: For the convenience of the vendor, this bid sheet is available in MS Excel format on the Treasury and OMB/Contracting websites, or by email request to the RFP Designated Contact.

Note 2: The service descriptions and volumes provided in both the hard copy and soft copy versions of this spreadsheet may not be altered by the vendor. If a change is required, the RFP Designated Contact will notify all vendors.

Note 3: The vendor may provide an optional, separate spreadsheet to this required pro forma. The optional spreadsheet will describe other services that will achieve the State's objectives, and it shall be presented in a similar format to the required spreadsheet.





**Exhibit 8**  
**Office of Supplier Diversity Application**

**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

The most recent application can be downloaded from the following site:  
[http://gss.omb.delaware.gov/osd/docs/certapp\\_022510.pdf](http://gss.omb.delaware.gov/osd/docs/certapp_022510.pdf)

**Complete the application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**Exhibit 9**  
**Contractor Confidentiality (Non-Disclosure) & Integrity of Data Agreement**

The Department of Technology and Information (DTI) is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of DTI. All data generated from the original source data, shall be the property of the State. The State and DTI retain control over disclosure of those data.

*As an officer of \_\_\_\_\_, I understand that, when performing work for DTI, the bank acts as an extension of DTI, and, therefore, we are responsible for safeguarding the State's data and computer files as indicated above. We will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, we understand that we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable state or federal law.*

*I, the undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understand the terms of this Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that we agree to abide by the terms above.*

This statement applies to the undersigned vendor and to any others working under the vendor's direction.

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE