

6/20/2016



STATE OF OKLAHOMA

REQUEST FOR PROPOSALS FOR  
DEBIT CARD SERVICES

Oklahoma State Treasurer Banking and Treasury Division

**KEY INFORMATION AND SUMMARY SHEET  
OKLAHOMA STATE TREASURER'S OFFICE**



**Request for Proposal  
Debit Card Services**

RFP Issue Date: June 20, 2016

RFP Issuing Office: Oklahoma State Treasurer's Office

Issuing Contact: Diedra O'Neil  
Banking and Treasury Services Director  
2300 Lincoln Blvd.  
State Capitol Room 217  
Oklahoma City, Oklahoma 73105  
diedra.oneil@treasurer.ok.gov  
Office Phone: 405-522-4256  
Office Fax: 405-521-4176

Proposals are to be sent to: Oklahoma State Treasurer  
Attention: Susan Rear  
2300 Lincoln Blvd.  
State Capitol Room 217  
Oklahoma City, Oklahoma 73105

Closing Date and Time: July 29, 2016 3:00 pm

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## Section One

### GENERAL INFORMATION FOR CONTRACTORS

#### 1.1 Background

Oklahoma State Treasurer Ken Miller is an elected State Official who is statutorily charged with providing the majority of the banking services for the state government through contracted support services via the Office of State Treasurer (OST).

#### 1.2 Purpose

OST is seeking proposals from qualified contractors to provide banking services associated with payroll and debit card services. These services currently include single use cards and reloadable debit cards for disbursement of funds from an Authorized User to an individual or entity. Instant issue cards for on-site payments could be added in the future and should also be included in the proposal.

This Request for Proposal (RFP) is being issued for use by all state agencies and other authorized users for Payroll card services. These services are currently provided pursuant to a contract with KeyBank National Association which expires September 30, 2017. OST is also seeking Debit Card Services that will allow state agencies to provide their customers with the single load debit card, reloadable debit card, or instant issue card and will be utilized for other payments. These services are currently provided pursuant to a contract with Xerox State & Local Solutions, Inc. which expires November 13, 2016. Current agencies and payment types involved in the program are as follows:

<b>Agency</b>	<b>Payment Type</b>
Oklahoma Tax Commission (OTC)	Personal Income Tax Refunds
Oklahoma Employment Security Commission (OESC)	Unemployment Benefits
Oklahoma Teachers Retirement (OTRS)	Retirement Payments
Oklahoma Firefighters Pension and Retirement System	Retirement Payments
Northeastern State University (NSU)	Student Refunds
Oklahoma Department of Corrections (DOC)	Work Release Program

Bidders are invited to submit bids for all of the card services.

This RFP is designed to provide interested contractors with sufficient information to enable them to prepare and submit proposals to provide Payroll and Debit Card Services to the State of Oklahoma through a contract with OST.

### 1.3 Issuing Office

This RFP was prepared and is issued by OST with input from various other departments and State agencies. OST is to be the sole point of contact for this RFP. OST has sole responsibility for any changes and additions to the RFP and will coordinate with other agencies, to evaluate the resulting proposals.

### 1.4 Proposals

To be considered, contractors must submit a complete response to this RFP as follows:

Each proposal must be submitted in one (1) original and six (6) copies plus one (1) Microsoft Word or PDF formatted CD to OST. The proposals must be signed by an official authorized to bind the Contractor to its provisions. This RFP, together with the contents of the proposal of the successful Contractor, will contain much of the contract provisions between the parties. However, the Contractor must submit sample or proposed agreements for review. The final written agreements will be subject to negotiation but may not be inconsistent with the RFP or the Contractor's proposal. All proposals submitted in a timely manner will be retained by OST. Retained proposals are subject to the Oklahoma Open Records Act; however, a Contractor may designate proprietary information as confidential.

Any eligible Contractor may submit a proposal for the services identified in this RFP. The proposal constitutes an offer by the participant, which shall remain open and irrevocable for a period of 6 months.

All proposers are requested and encouraged to be innovative in responding to these RFP requirements. In analyzing the State's requested services, please present any alternative solutions and include any presentations for related services which the Contractor considers beneficial and appropriate for the State which were not requested in this RFP.

OST is seeking information and pricing in connection with Debit Card services for payroll cards, single load debit cards, reloadable debit cards and instant issue cards for on-site payments to individuals or entities.

### 1.5 Format for Required Information

All proposals submitted must conform to the following format. Proposals should be printed on 8.5" x 11" paper (one side only). To achieve a uniform review process and the maximum degree of comparability, proposals should be spiral bound on the left hand side or in a ring binder. The document submitted to OST must include tabbed sections. **Section 1 should contain the executive summary, Section 2 should include the completed pricing schedule and non-collusion affidavit, and Sections 3 through 6 should correspond to the sections of this RFP.** The Executive Summary of the

proposal should be no longer than two (2) pages. It is strongly suggested that the questions contained in the RFP be repeated in the proposal with the answers to the questions following. Statements representing facts, conditions or requirements included in the RFP should also be repeated in the proposal and acknowledged by the Contractor. Any supplemental information thought to be relevant, but not applicable to the specified categories, should be provided as an appendix to the proposal.

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**EXAMPLE OF FORMAT FOR BID RESPONSE WHEN RESPONDING TO QUESTIONS OR REQUESTS FOR INFORMATION:**

**“4.03** List the holidays the Contractor observes.

ABC Contractor observes the same holidays as the Federal Reserve System as follows:

New Year’s Day  
Martin Luther King Jr.’s Birthday  
Washington’s Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas

For holidays falling on Saturday, ABC Contractor will be open the preceding Friday.

For holidays falling on Sunday, ABC Contractor will be closed the following Monday.”

Payroll Card and Debit Card Services are addressed in Sections 4 and 5 respectively. If the response to a question in Section 5 is the same as the response to a question in Section 4, Contractors may respond to the question in Section 5 by referencing the location of the applicable response in Section 4.

**1.6** Rejection of Proposal

The State Treasurer reserves the right to reject any and all proposals received as a result of this RFP process. Any proposal judged to be incomplete will be rejected.

**1.7** Letter of Intent to Respond

Contractors intending to submit a proposal must mail, fax or email a Letter of Intent to Respond to:

Office of State Treasurer

Attention: Susan Rear  
2300 North Lincoln Boulevard, State Capitol #217  
Oklahoma City, Oklahoma 73105-4895  
Telephone: (405)522-4215  
Fax: (405)522-4508  
E-Mail: [susan.rear@treasurer.ok.gov](mailto:susan.rear@treasurer.ok.gov)

The letter must be received by June 27, 2016 and should include the following information:

- Contractor name
- Contact name of person responsible for proposal
- Telephone number of person responsible for proposal
- Fax number of person responsible for proposal
- E-mail address of person responsible for proposal

This information allows OST to reasonably ensure the completeness of communications with potential respondents. **Failure to submit the Letter of Intent to Respond may result in elimination from further consideration.**

## 1.8 Questions

In an effort to clarify any issues in this RFP, OST will respond to questions and/or comments that are presented in writing and received by e-mail regarding this RFP as follows:

Questions must reference the services under solicitation in the RFP and be addressed to the State of Oklahoma, Banking and Treasury Services Division, Attn: Susan Rear, see address below or e-mail to [susan.rear@treasurer.ok.gov](mailto:susan.rear@treasurer.ok.gov). The deadline for submitting questions is July 5, 2016 at 3:00 p.m., Central Standard Time. All questions and/or comments will be addressed in writing. Questions and responses will be posted on our website and e-mailed to all prospective respondents who submitted a Letter of Intent to Respond on or about July 15, 2016. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

## 1.9 Response Date

To be considered, all proposals must be submitted to OST at:

Office of State Treasurer  
Attention: Susan Rear  
217 State Capitol  
2300 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105-4895

Proposals must be submitted in proper form by 3:00 pm on July 29, 2016. Any proposal not received by this time will be rejected and returned unopened to the sender unless OST determines there were extenuating circumstances that caused a delay in the proposals being delivered timely.

The final selection of an apparent successful Contractor is expected to be announced before the end of August, 2016. A Proposal Schedule is included as Appendix A to this RFP.

#### **1.10 Incurring Cost**

The State Treasurer's Office is not liable for any costs incurred by contractors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the State.

#### **1.11 Prime Contractor (Financial) Responsibility**

The selected Contractor will assume total responsibility for all services offered in the proposal whether it provides such services or utilizes the services of a third party. The Contractor is required to disclose any relationships it may have with respect to any services the Contractor proposes to provide as to whether these services are actually provided by the Contractor or by contractual arrangement with a third party.

#### **1.12 News Releases**

News releases pertaining to this project shall not be made without the prior written permission of OST.

#### **1.13 Proposal Evaluation and Selection Criteria**

All proposals from eligible contractors will be reviewed and evaluated by a committee of OST and other state agency personnel. This committee will make recommendations to the State Treasurer as to finalists for the service outlined in this RFP. The State Treasurer will conduct negotiations with the finalists and select the successful Contractor for the contract award.

The following areas will be considered in making a selection:

(a) **Understanding of OST's Needs.** OST will assess each contractor's understanding of OST's needs. The Contractor's grasp of these needs and its approach to satisfying them are critically important to the selection process.

(b) **Equipment/Software.** The ability of the hardware and software to meet OST's

general and specific integration requirements, as shown in the response, and verified by references and/or functional demonstration will also be considered. Software capabilities available now and enhancements planned, along with the Contractor's ability to support both the hardware and software are also important.

(c) **Qualifications.** The Contractor's commitment to the operational service, the individual expertise and experience of its personnel are as important as the Contractor's ability to provide the service. To be eligible for selection, the Contractor selected must maintain:

- Insurance coverage by the Federal Deposit Insurance Corporation (FDIC)
- Maintained compliance with the US Treasury Department, Office of Foreign Asset Control (OFAC) regulations.

The Contractor must have Automated Clearing House (ACH) originating depository financial institution (ODFI) capabilities and conform to the National Automated Clearing House Association (NACHA) rules.

The committee will carefully consider the experience of other public entities which have utilized the Contractor's service.

(d) **Cost.** Cost is always an important issue for any governmental body and in this instance will include the cost required to implement selected services, however, cost to the State alone will not be the deciding factor. The capability for cardholders to access their funds free of transaction fees is also an important factor. The lowest bidder will not necessarily be awarded the contract if, in the opinion of the State Treasurer, another Contractor can better meet the overall goals and objectives of the State.

(e) **Coverage:** ATM coverage across the state will be an important factor in the selection process.

## Section Two

### BASIC CONTRACT TERMS

**NOTE:** Contract Terms and Conditions will be an integral part of the final contract. Respondents must acknowledge acceptance of these terms and conditions or note any specific exceptions. Respondents must also include any contractual terms and conditions that they would propose to include in a final contract.

#### 2.1 Term of Contract

The anticipated term of this contract is for a one (1) year period with four (4) additional one (1) year renewal periods under the same terms and conditions. Renewal periods are at the option of OST.

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the original Request for Proposal document;
2. any Request for Proposal addenda and/or amendments to include questions and answers;
3. the Contractor's proposal;
4. any contract amendments, in order of significance; and
5. contract award.

#### 2.2 Termination for Cause

OST may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- (a) The Contractor fails to make delivery of services as specified in this contract, or
- (b) The Contractor fails to perform any of the provisions of this contract, fails to perform in a professionally acceptable manner, or fails to timely perform, as to endanger the ability of OST to perform its duties.

OST shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as may be authorized in writing) OST shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

In the event the State Treasurer believes that the assets of the State are in jeopardy, or there is a bona fide emergency related to these assets, OST can cancel the contract immediately or upon such notice as is reasonable.

### 2.3 Termination for Convenience

OST may terminate performance of work under this contract in whole or in part whenever, for any reason, if OST shall determine that the termination is in the best interest of OST or the State of Oklahoma. In the event that OST elects to terminate this contract pursuant to this provision, it shall provide the firm written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The firm shall continue to perform any part of the work that may not have been terminated by the notice. In the event termination occurs under this provision such shall be without liability to OST, the State of Oklahoma and any officer and employee thereof.

### 2.4 Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively ‘notices’) which may be required or desired to be given by either party to the other after the effective date of the contract shall be in writing and shall be made by personal delivery or sent by United States certified mail, postage prepaid, return receipt requested or by overnight delivery, prepaid, addressed as follows:

Ken Miller  
Office of State Treasurer  
2300 North Lincoln Blvd., Room 217  
Oklahoma City, OK 73105-4895

Other persons or addresses may be designated with written notice from one party to the other.

### 2.5 Payment Card Industry Data Security Standards (PCI DSS)

Contractor will be responsible for safeguarding all stored data, particularly files that contain recipient information, so as to be compliant with all state and federal laws and regulations, and in the case of Debit Cards, individual card brand requirements.

Contractor must be compliant with Payment Card Industry Data Security Standards (PCI DSS) and must be able to show proof of such certification in accordance with the policies, standards and guidelines.

### 2.6 Disclosure of Data Breach

Contractor must provide written notice to either the Banking and Treasury Services Director or Chief Deputy State Treasurer as soon as possible, and no later than (1) business day, following the reasonable belief of any unauthorized access or breach of confidential information provided to the Contractor under the Contract. Contractor’s written notice shall include, at a minimum:

1. The nature of the unauthorized use or disclosure;
2. The specific confidential information involved;

Contractor must similarly provide the following additional information as it becomes available:

1. Who gained unauthorized access to the confidential information;
2. What steps the Contractor has taken or will take to mitigate any negative effect of the unauthorized use or disclosure;
3. What corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure;

Any notification to individuals resulting from a breach of sensitive personal information must be done in consultation with the Chief Deputy State Treasurer. All costs associated with a security breach as a result of Contractor's failure to comply with terms of this Contract, including any notification, will be the full responsibility of Contractor. Any costs incurred by OST directly resulting from a breach of security on the part of Contractor under the Contract must be reimbursed immediately by Contractor.

## **2.7 Regulation E Compliance**

Contractor must comply with Regulation E, "Electronic Funds Transfer" requirements (12 CFR Part 205) issued by the Board of Governors of the Federal Reserve System pursuant to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) including, but not limited to, the following:

- 2.7.1** Provide a secure web site for Recipients to view the financial transaction detail posted to the account.
- 2.7.2** Provide customer service for Recipients to inquire about new deposits, available balance, recent transaction history, and all service needs related to the use of the Payroll/Debit Card.
- 2.7.3** Provide periodic printed and/or online statements to Recipients itemizing deposit amounts and detailed transaction history of the Payroll/Debit Card.
- 2.7.4** Notify Recipients both by posting notices on the web site and through recipient mailings of all the policies and procedures related to the use of the Payroll/Debit Card. In the event that the federal law or any applicable state law is amended, the deployment plan will be updated to include any statutory

requirements, but Contractor must remain in compliance with applicable laws at all times.

**2.7.5** Issue all required notices, including but not limited to, notices required by 12 CFR § 205.15.

## **2.8 Rights and Remedies**

If this contract is terminated, OST, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to OST in the manner and to the extent directed, any material or work product generated under this contract. OST shall be obligated only for those services, materials and work product rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that the Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination in the best interest of OST.

In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and were accepted by OST subject to any offset by OST for actual damages.

The rights and remedies of OST provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

## **2.9 Force Majeure**

The Contractor shall not be liable if the failure to perform this contract arises out of acts of nature, fire, quarantine or strikes other than by the Contractor's employees.

## **2.10 Waiver**

Waiver by OST of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by OST shall not constitute a waiver.

## **2.11 Ownership**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor specifically to perform under this contract shall be owned by OST. The Contractor may not release any of such materials without the written approval of OST. OST must be given reasonable access to all such work product or data compiled by the Contractor in performance of this contract.

## **2.12 Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners in a joint venture or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose.

The Contractor accepts full responsibility for payment of unemployment insurance, workers' compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

## **2.13 Staff Qualifications**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or a specified subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract for cause.

## **2.14 Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of OST or the State of Oklahoma and who are providing services related to this contract or services similar in nature to the scope of this contract with OST. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the drafting of this request for proposals or evaluation of the proposals, until at least one year after such person's termination of employment with OST or the State of Oklahoma.

The firm shall disclose any apparent or potential conflict of interest or affirm that it has none. The firm shall have no interest, direct or indirect, that could be perceived to conflict in any manner or degree with the performance of services required under this contract. The firm shall not engage in any conduct that violates or induces others to violate provisions in the Oklahoma Statutes regarding the conduct of public employees.

## **2.15 Confidentiality**

The Contractor may have access to private or confidential data maintained by OST to the extent necessary to carry out its responsibilities under this contract. To the extent the Contractor possesses records of OST; the Contractor must comply with the Oklahoma Open Records Act, as directed by OST.

No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by the Contractor except as required by federal or State laws and regulations, either during the period of the contract or thereafter. The Contractor must agree to return any and all data furnished by OST promptly at the request of OST in whatever form it is maintained by the Contractor. On the termination or expiration of this contract, the Contractor will not use any such data or any material derived from the data for any purpose and where so instructed by OST, will destroy or render it unreadable.

## **2.16 Nondiscrimination, Workplace Safety and Environment Protection**

The Contractor agrees to abide by all state, federal and local laws, rules and regulations prohibiting discrimination in employment, controlling workplace safety, and protection of the environment. The Contractor shall report any violations to the applicable government agency. Any violation of applicable laws, rules and regulations may result in termination of this contract.

## **2.17 Hold Harmless**

The Contractor shall hold harmless and indemnify OST against any and all liability and claims for injury to or death of any persons; liability and claims for loss or damage to any property; liability and claims for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract; and any other liability and claims made against OST resulting from the operation or performance of work under this contract.

OST shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to State property. The Contractor shall do nothing to prejudice OST's right to recover against third parties for any loss, destruction or damage to State property.

## **2.18 Care of State Property**

The Contractor shall be responsible for the proper care and custody of any personal property owned by OST and furnished to the Contractor in connection with the performance of this contract, and the Contractor will reimburse OST for such property's loss or damage caused by Contractor.

## **2.19 Prohibition of Gratuities**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of their contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any OST or state employee at any time.

## **2.20 Retention of Records**

Unless OST specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of at least five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals.

The selected Contractor agrees that authorized federal and state representatives, including but not limited to personnel of OST; auditors acting on behalf of the State; and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the State.

## **2.21 Federal, State and Local Taxes Contractor**

OST makes no representation as to the exemption from liability of the Contractor from any tax imposed by any governmental entity.

## **2.22 Modifications**

This contract shall be modified only by the written agreement of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

### **2.23 Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of OST.

This contract may be terminated, at the option of OST in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of OST.

### **2.24 Third Party Beneficiaries**

Except as to OST this contract shall not be construed as providing an enforceable right to any third party.

### **2.25 Non-Waiver of Defenses or State Jurisdiction**

The State of Oklahoma and its agencies such as the Oklahoma State Treasurer's office, are constitutionally prohibited from entering into agreements which have the effect of waiving any defense in advance of litigation, limiting liability, or agreeing to indemnify a firm.

### **2.26 Applicable Law**

The contract shall be governed by Oklahoma law without regard to principles of conflicts of law. Venue of any action arising from or under the contract shall be in the state or federal courts located in Oklahoma City, Oklahoma.

### **2.27 Political Subdivision Participation**

Political subdivisions of the State of Oklahoma (such as, but not limited to, school Districts, counties, and municipalities) may utilize this contract on a voluntary basis. The state shall not be liable for the actions of any political subdivision. The Contractor shall provide services and items to the political subdivision in accordance with the terms and conditions of this contract unless the political subdivision and the Contractor form a supplemental agreement modifying terms and conditions. However, any such supplemental agreement shall not be applicable to nor modify this contract between the state and the Contractor.

## Section Three

### ORGANIZATION AND BACKGROUND

- 3.1 Provide a brief history of your company or Contractor and this product. Include the length of time you have offered this product.
- 3.2 Provide evidence of your company's financial stability and long-term viability.
- 3.3 What insurance coverage is carried by the Contractor with respect to any acts or omissions of directors, officers and other personnel resulting in loss of funds? List all insurance coverage relevant to the services for which a proposal is being submitted. Please indicate the type and amount.

#### 3.4 Contractor Questions/Experience

- 3.4.1 How many customers are you currently providing Payroll/Debit Card services? How many of these customers are state or large local governments? Please provide references for your governmental clients of comparable volume.
- 3.4.2 Please detail your annual prepaid purchase volume in dollars for consumer and government programs.
- 3.4.3 Are you dependent on any other company as a partner, co-bidder, subcontractor, or any other business relationship in order to provide the services included in the proposal? If so, please describe in detail.
- 3.4.4 What differentiates your Payroll/Debit Card service from other providers?

#### 3.5 References

- 3.5.1 Please provide the names, title address and telephone number of three (3) references that meet the following criteria:

Public funds or government-related banking services customers of one (1) year or more.

Any Contractor contemplating using a third party subcontracting arrangement should supply customer references that utilize similar arrangements and identify the structure of the relationship for each reference.

## Section Four

### PAYROLL CARD SERVICES

Oklahoma law (74 O.S. 292.12) requires that all new state employees use direct deposit to receive their pay. OST seeks proposals for a Payroll Card program that will provide a branded network affiliated payment card issued to state employee recipients for payroll benefits. OST is requesting proposals from a Contractor who is or who partners with a state or federally chartered commercial bank to provide banking services associated with the issuance of a Payroll Card.

There are approximately 88,000 state employees, including students employed at the institutions of higher education. In April of 2016 there were a total of 1,341 employees enrolled in the state Payroll Card program. Those cards received \$1,185,491.85 in average monthly deposits with an average per card deposit of \$884.04.

Appendix H is a spreadsheet that displays all state agencies, including institutions of higher education, their number of employees, their number of employees on direct deposit, the pay cycle frequency of each agency, an indication if they have multiple locations, their home office county, and their home office city.

- 4.1** Provide a brief description and general workflow of your Payroll Card service capabilities. Attach any diagrams that would assist in understanding the service.
- 4.2** Is your payroll card product signature-based, PIN based, or both? Please describe capabilities of both.
- 4.3** Are payroll cards EMV/chip enabled?
- 4.4** Does your payroll card comply with rules, regulations and guidelines for payroll cards, e.g. NACHA rules and Federal Reserve Regulation E? Explain.
- 4.5** Describe any paper check options the Cardholder would have with the Payroll Card the Contractor is proposing. Provide details on where the paper check can be cashed and the locations available to the cardholder for this service.
- 4.6** Describe any other options to access funds if card is lost.
- 4.7** Do the Payroll Cards have an expiration date? If yes, how often do they expire and how are the cards replaced?

## 4.8 Employer Functionality

- 4.8.1 What happens to the funds of inactive cards or cards held by terminated employees that still have a balance? Do you provide a report of cards that are inactive?
- 4.8.2 What happens to funds that are sent to an incorrect account number? Will an effort to post the funds to the correct account be made prior to returning?
- 4.8.3 Describe how you handle escheatment?
- 4.8.4 How can an Employer pay an employee if the account has been funded and the employee has not received their new card, reported lost card or not yet received a replacement card? Provide details.
- 4.8.5 How are balances transferred from one card to a replacement card? How quickly is this transfer accomplished? Please describe.
- 4.8.6 Can the Contractor hold a stock of cards to be issued and distributed immediately to cardholders?

## 4.9 Card Issuance

- 4.9.1 During transition, how are the initial cards distributed to state employees who already have a Payroll Card?
- 4.9.2 Describe the process and include how cards can be ordered?
- 4.9.3 Once a Payroll Card is ordered, how long does it take a cardholder to receive via U.S. Mail?
- 4.9.4 Provide a description of the information offered to each cardholder and a sample of the information that will be received by the cardholder.
- 4.9.5 Can the cardholder change/choose their PIN after receipt of the Payroll Card? If yes, describe how this process works. Describe all of the methods available to the employee to choose or change their PIN under the following circumstances:
  - a. After initial Payroll Card issuance
  - b. Lost/Stolen Card
  - c. Forgets PIN
  - d. PIN compromised

## **4.10 Liability**

- 4.10.1** What liability, if any, does a cardholder have for fraud? If applicable, provide examples of scenarios that would trigger the liability.
- 4.10.2** Overdrafts cannot occur on payroll cards, how does your financial institution handle this? Provide details.
- 4.10.3** What is the process for lost or stolen cards? How are the cards replaced? Describe the process when the state employee reports non-receipt of their initial or replacement card.

## **4.11 Cardholder Services**

- 4.11.1** Is the Payroll Card portable? If yes, describe how an employee who changes employers can use the Payroll Card at the new company.
- 4.11.2** Can the cardholder set up direct payments to pay utility bills, loan payments, etc.? Please describe.
- 4.11.3** How much money can a cardholder obtain via one transaction at the ATM?
- 4.11.4** What are the daily POS limits?
- 4.11.5** If the card can be used as a debit card, how much can a cardholder receive as cash back during a POS transaction?
- 4.11.6** Describe the options available to a cardholder to transfer funds to/from a different and separate account.
- 4.11.7** Other than POS and ATM is there any other means by which cardholders can get access to their funds at minimum or no cost? Please describe in detail.
- 4.11.8** How do you ensure customer service representatives are disseminating the correct program information (fees, surcharge free ATMs, etc.) to the cardholder? Describe the method for identifying the cardholder's program versus other programs that may be covered by the same representative.
- 4.11.9** Will cardholders be able to contact a live agent with ease? Please disclose any applicable benchmarks and note how this is monitored.
- 4.11.10** What are the procedures for processing inquiries related to lost/stolen cards, non-receipt of card as well as research and adjustments?

**4.11.11** Are there established turnaround times for inquiries related to lost/stolen cards, non-receipt of card and research and adjustments? If so, specify. What is your record on meeting established response times?

**4.11.12** Does each cardholder have inquiry and transaction history access to his/her account? Describe the formats or methods offered.

- a. Mailed monthly paper statement
- b. Automated IVR
- c. Internet
- d. Customer Service Representative
- e. E-mail
- f. ATM
- g. Mobile
- h. Other

## **4.12 Proximity/Locations**

**4.12.1** What ATM/branch locations are available for cardholders to withdraw funds?

**4.12.2** Where can the cardholder use the Payroll Card to withdraw cash without paying an ATM surcharge?

**4.12.3** What POS/Debit Networks are available with your Payroll Card product? How many of these ATMs are located in Oklahoma. Please provide a map and detailed listing with addresses of ATM locations in the State of Oklahoma.

## **4.13 Information Reporting**

**4.13.1 Reports Provided to the State.** Contractor must provide activity reports to State on an agreed upon basis (e.g., daily, monthly quarterly, annually) that include, for example, the following types of information:

- Funds received/daily transfers;
- Record count of daily transmission file;
- Dollar amount and record count of funds applied;
- Funds returned and account information/transfer rejections;
- Number of new accounts established;
- Undeliverable/Returned cards

Contractor must provide examples of reports for electronic payment services requested in this RFP that are available to the State in management of services.

- 4.13.2** Identify the various reports that are available (e.g. – Days before Card Expire, Account Creation, Account Activation, ACH Rejects, Lost/stolen Cards, Non-Activated and Re-Issued Accounts).
- 4.13.3** Describe how OST personnel will access the Contractor’s on-line system for management information/reports that will be made available to the State; include any specific hardware and software requirements.
- 4.13.4** Provide a description of the reporting packages you offer. Include whether your package has exporting or e-mail capabilities.
- 4.13.5** Do you offer any of the following reports? List other available reports and their frequency.
- a.** Listing of current cardholder accounts.
  - b.** Summary of closed, activated, active and inactive cardholder accounts.

#### **4.14 Technical Capabilities**

- 4.14.1** What security procedures are in place to minimize the risk of unauthorized transactions (e.g., encryption/authentication)?
- 4.14.2** What controls are in place to protect against lost files and duplication of transmissions?
- 4.14.3** What support do you provide for recreating files that may have been corrupted, lost or destroyed?
- 4.14.4** Describe what technical support is available and the hours it is available.
- 4.14.5** What physical and software security measures does the provider take to protect the confidentiality of the company’s transaction information?
- 4.14.6** Please describe in detail how your company will successfully process a daily electronic file and notification capabilities.
- 4.14.7** Please describe how transactions are processed on weekends and holidays, including those days where the State processes payments on a Federal Holiday such as Columbus Day.
- 4.14.8** What information is required from the State in order to setup employee information? Please describe the data file and format/layout information needed in detail.

**4.14.9** What type of secure data connection does your financial institution provide? Please describe procedures for using an industry standard electronically secure data connection, using point-to-point data encryption, which allows the State to transmit account information (i.e. new accounts, updates, payments, etc.). Contractor must provide an electronic confirmation to the state agency of the receipt of files.

**4.14.10** Contractor must describe how it will establish and maintain security safeguards and procedures to guarantee the confidentiality of all data obtained from the State.

#### **4.15 Customer Service**

**4.15.1** Briefly describe the Contractor's customer service capabilities for a customer the size of the Oklahoma State Treasurer and how you monitor its adequacy and effectiveness. Please include all relevant statistical measures and highlight those items which set you apart from your competition.

**4.15.2** Will a dedicated customer service representative be assigned to handle this business? How many other accounts is this representative the primary contact? How do you ensure continuity of service when the primary customer service representative is unavailable?

**4.15.3** How does the Contractor monitor customer satisfaction? Does the Contractor provide customers with the ability to participate in the annual evaluations of their account team, as well as overall product performance?

**4.15.4** Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.

#### **4.16 Implementation**

**4.16.1** Provide a detailed description of the implementation process, including testing and a suggested implementation schedule. The Implementation Schedule must outline the milestone dates to accomplish the deployment of replacing current payroll card, with detailed tasks, dates and resources assigned identified for each milestone.

**4.16.2** Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits.

**4.16.3** Describe support provided after implementation.

## **4.17 Training and Marketing**

**4.17.1** Describe the level of training support you provide.

**4.17.2** Describe the training materials you provide.

**4.17.3** Describe the marketing materials you provide.

## **4.18 Disaster Recovery**

**4.18.1** Describe the procedures and provisions you have implemented to be employed in the event of disaster or equipment failure at your primary processing site(s). With whom do you contract? How many other customers do they have?

**4.18.2** Provide information about the providers' disaster recovery plan.

**4.18.3** What disaster recovery plans does the Contractor have in place to avoid interruptions in service?

## Section Five

### DEBIT CARD SERVICES

Oklahoma law (62 O.S. 2010, Section 34.64 H) requires all payments disbursed from the State Treasury to be conveyed solely through an electronic payment mechanism. The State Treasurer is authorized to provide an exemption from this provision with cause and to report the number of exempted payments along with a list of causes on the State Treasurer's website.

OST is requesting proposals from qualified contractors to provide banking services associated with debit card services. The Debit Card Services program shall permit state agencies to continue to provide their payees with a single load debit card, reloadable debit card or instant issue cards for on-site payments.

Oklahoma Employment Security Commission (OESC) processes unemployment benefit payments to reloadable debit cards for constituents who do not provide direct deposit information. Over the last year OESC processed 677,640 benefit payments to debit cards with an average payment of \$315.00.

The Oklahoma Tax Commission (OTC) began issuing single load debit cards as alternative to direct deposit for disbursement of personal income tax refunds in 2012. Over the last twelve months the OTC processed 259,626 refunds to debit cards with an average refund of \$507.00.

Northeastern State University (NSU) implemented reloadable debit cards as alternative payment method for student refund in 2014. Over the last twelve months NSU processed 2,617 student refunds with an average payment of \$1,321.00.

Oklahoma Firefighters Pension and Retirement System and Oklahoma Teachers Retirement System (OTRS) implemented reloadable debit cards as alternative method of disbursement for retirement benefit payments. Over the last twelve months 1,628 and 324 payments were issued with an average disbursement of \$265.00 and \$702.00 respectively.

Please see Appendix I that provides the payment volume, average deposit amount and card usage statistics for the current programs.

Oklahoma's Department of Corrections (DOC) continues to make modifications to their system and processes to allow for disbursement to debit cards. The DOC includes Correctional Centers, Community Corrections Centers (CCCs), Community Work Centers (CWCs), Halfway Houses (HWHs), and Private Prisons located throughout the State, consequently their debit card must be accepted at a wide range of geographic locations. All of these facilities may provide weekly cash draws, discharge checks, or work release program payments that will allow an offender to receive pay from an employer. DOC wants to eliminate the number of checks issued and the handling of cash by moving to a debit card solution.

During 2015 there were approximately 95,000 cash draws, up \$75 per draw, issued to inmates,

totaling \$3.56 million dollars. DOC issued 8,400 discharge cards totaling \$2.04 million to offenders that were discharged from a correctional facility. Please see Appendix J that provides a listing of the Community Correction Centers, Half Way Houses and Community Work Centers, and note that this list does not include the prisons. DOC has a complete list of correctional facilities including prisons listed on their website at [www.doc.state.ok.us](http://www.doc.state.ok.us) and click on the Facilities tab.

- 5.1** Describe the proposed debit card solution, including, but not limited to, its particular brand and ability to provide single load, a reloadable debit card, and an instant issue card.
- 5.2** Provide a brief description and general workflow of your Debit Card via Single Use Load, Reloadable or Instant Issue Card service capabilities. Attach any diagrams that would assist in understanding the service.
- 5.3** Is your card product signature-based, PIN based, or both? Please describe capabilities of both.
- 5.4** Are debit cards EMV/chip enabled?
- 5.5** Do the debit cards have an expiration date? If yes, how often do they expire and how are the cards replaced?
- 5.6** Provide any additional information which you believe to be relevant to this RFP and your capabilities to provide the services requested.

## **5.7** Agency Functionality

- 5.7.1** What happens to funds that are sent to an incorrect account number? Will an effort to post the funds to the correct account be made prior to returning?
- 5.7.2** How are balances transferred from one card to a replacement card? How quickly is this transfer accomplished? Please describe.
- 5.7.3** How are funds handled when a cardholder dies before they receive or activate their card?
- 5.7.4** Describe how you handle escheatment. Unlike the normal escheatment process, unclaimed funds processed by the OESC must be remitted back to OESC. Please describe the plan to facilitate this requirement.

## 5.8 Card Issuance

- 5.8.1** Describe in detail your process for new card enrollment/issuance. Please detail all parameters necessary for enrollment and how parameters are created, identified, maintained and managed.

OTC needs to issue refunds within 20 days for state tax returns filed electronically and 90 days for returns filed by mail of the due date to minimize refunds paid with interest. OTC would like taxpayers to receive their debit card by mail and for joint filers to receive two cards, one addressed to each spouse with the tax return refund amount tied to both cards.

DOC is interested in the process and timing of modifying, adding and/or restricting Merchant Category Code (MCC) access. Detail your process and the procedures to enforce MCC codes upon card activation.

- 5.8.2** Describe current debit card authorization and release process.
- 5.8.3** Describe processes in place to handle Title IV funds for student refunds.
- 5.8.4** Does your card program provide for authorized personnel to self-order new or replacement cards from an online secure website? Please describe in detail.
- 5.8.5** Describe the process and include how cards can be ordered?
- 5.8.6** Describe the proposed solution for the creation and mailing of a debit card to a designated recipient.
- 5.8.7** Provide a description of the information offered to each cardholder and a sample of the information that will be received by the cardholder.
- 5.8.8** Can the cardholder change/choose their PIN after receipt of the Debit Card? If yes, describe how this process works. Describe all of the methods available to the cardholder, to choose or change their PIN under the following circumstances:
- a. After initial Debit Card issuance
  - b. Lost/Stolen Card
  - c. Forgets PIN
  - d. PIN compromised
- 5.8.9** Describe the process the Contractor will utilize to handle the return of undeliverable debit cards.

## 5.9 Funding

- 5.9.1** Describe in detail the options that are available for state agencies to fund debit cards.

## 5.10 Liability

- 5.10.1** What liability, if any, does the state agency have for fraud? If applicable, provide examples of scenarios that would trigger the liability as it would pertain to state agencies.

## 5.11 Cardholder Services

- 5.11.1** How much money can a cardholder obtain via one transaction at the ATM?
- 5.11.2** What are the daily POS limits?
- 5.11.3** If the card can be used as a debit card, how much can a cardholder receive as cash back during a single POS transaction?
- 5.11.4** Describe the options available to a cardholder to transfer funds to a different and separate account.
- 5.11.5** Other than POS and ATM is there any other means by which cardholders can get access to their funds at minimum or no cost? Please describe in detail.
- 5.11.6** How do customer service representative ensure they are disseminating the correct program information (fees, surcharge free ATMs) to the cardholder? Describe the method for identifying the cardholder's program.
- 5.11.7** Will cardholders be able to contact a live agent with ease? Please disclose any applicable benchmarks and note how this is monitored.
- 5.11.8** What are the procedures for processing inquiries related to lost/stolen cards, non-receipt of card as well as research and adjustments?
- 5.11.9** Are there established response times for inquiries related to lost/stolen cards, non-receipt of card and research and adjustments? If so, specify. What is your record on meeting established response times?

**5.11.10** Does each cardholder have inquiry and transaction history access to his/her account? Describe the formats or methods offered.

- a. Mailed monthly paper statement
- b. Automated IVR
- c. Internet
- d. Customer Service Representative
- e. E-mail
- f. ATM
- g. Mobile
- h. Other

## **5.12 Proximity/Locations**

**5.12.1** What ATM/branch locations are available for cardholders to withdraw funds?

**5.12.2** Where can the cardholder use the Debit Card to withdraw cash without paying an ATM surcharge?

**5.12.3** What POS/Debit Networks are available with your Debit Card product? How many of these ATMs are located in Oklahoma. Please provide a map and detailed listing with addresses of ATM locations in the State of Oklahoma.

## **5.13 Information Reporting**

**5.13.1 Reports Provided to the State.** Contractor must provide activity reports to State on an agreed upon basis (e.g., daily, monthly quarterly, annually) that include, for example, the following types of information:

- Funds received/daily transfers;
- Record count of daily transmission file;
- Dollar amount and record count of funds applied;
- Funds returned and account information/transfer rejections;
- Number of new accounts established;
- Undeliverable/Returned cards

Contractor must provide examples of reports for electronic payment services requested in this RFP that are available to the State in management of services.

**5.13.2** Identify the various reports that are available (e.g. – Days before Card Expire, Account Creation, Account Activation, ACH Rejects, Lost/stolen Cards, Non-Activated and Re-Issued Accounts).

**5.13.3** Describe how state personnel will access the Contractor's on-line system for management information/reports that will be made available to the State; include any specific hardware and software requirements.

**5.13.4** Provide a description of the reporting packages you offer. Include whether your package has exporting or e-mail capabilities.

## **5.14** Technical Capabilities

**5.14.1** What security procedures are in place to minimize the risk of unauthorized transactions (e.g., encryption/authentication)?

**5.14.2** What controls are in place to protect against lost files and duplication of transmissions?

**5.14.3** What support do you provide for recreating files that may have been corrupted, lost or destroyed?

**5.14.4** Describe what technical support is available and the hours it is available.

**5.14.5** What physical and software security measures does the provider take to protect the confidentiality of the company's transaction information?

**5.14.6** Please describe in detail how your company will successfully process a daily electronic file and notification capabilities.

**5.14.7** How are transactions processed on weekends and holidays, please describe, including those days where the State process payments on a Federal Holiday such as Columbus Day.

**5.14.8** What information is required from the State in order to setup employee information? Please describe the data file and format/layout information needed in detail.

**5.14.9** What type of secure data connection does your organization provide? Please describe procedures for using an industry standard electronically secure data connection, using point-to-point data encryption, which allows the State to transmit account information (i.e. new accounts, updates, payments, etc.). Contractor must provide an electronic confirmation to the state agency OST of the receipt of files.

**5.14.10** Contractor must describe how it will establish and maintain security safeguards and procedures to guarantee the confidentiality of all data obtained from the State.

## **5.15 Customer Service**

- 5.15.1** Briefly describe the Contractor's customer service capabilities for a customer the size of the Oklahoma State Treasurer, including those items which set you apart from your competition.
- 5.15.2** Will a dedicated customer service representative be assigned to handle this business? How many other accounts is this representative the primary contact? How do you ensure continuity of service when the primary customer service representative is unavailable?
- 5.15.3** How does the Contractor monitor customer satisfaction? Does the Contractor provide customers with the ability to participate in the annual evaluations of their account team, as well as overall product performance?
- 5.15.4** How does the customer service representative distinguish which program the cardholder is a member of in order to provide accurate information with regard to fee and ATM coverage?
- 5.15.5** Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.

## **5.16 Implementation**

- 5.16.1** Provide a detailed description of the implementation process, including testing and a suggested implementation schedule. The Implementation Schedule must outline the milestone dates to accomplish the deployment of issuing debit cards for taxpayers, debit cards for unclaimed property and DOC offenders. This should include detailed tasks, dates and resources assigned and identified for each milestone.
- 5.16.2** Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits.
- 5.16.3** Describe support provided after implementation.

## **5.17 Training and Marketing**

- 5.17.1** Describe the level of training support you provide.
- 5.17.2** Describe the training materials you provide.
- 5.17.3** Describe the marketing materials you provide.

## **5.18** Disaster Recovery

- 5.18.1** Describe the procedures and provisions you have implemented to be employed in the event of disaster or equipment failure at your primary processing site(s). With whom do you contract? How many other customers do they have?
- 5.18.2** Provide information about the providers' disaster recovery plan.
- 5.18.3** What disaster recovery plans does the Contractor have in place to avoid interruptions in service?

## Section Six

### FEES AND RELATED INFORMATION

The Contractor should submit its pricing in the pro-forma formats provided; see Pricing Schedules in Appendix E for the employees and Appendix F for the employer. It is expected the Contractor will have some charges not specified in the formats provided or whose descriptions differ slightly from those presented in the spreadsheet provided. It is also expected that the Contractor may not utilize all of the charges that are specified in the provided formats. While the goal is to be able to compare pricing against other Contractor proposals, the Contractor is responsible for ensuring that **all costs associated with the requirements described in this RFP and/or addressed in their Proposal must be included in the Additional Fees section of the pricing schedule.**

**Any fee that is not fully documented in the Proposal and included on the formatted schedules provided will not be allowed during the course of the contract, unless agreed to in writing by OST.**

## **Section Seven**

### **APPENDICES**

- Appendix A – Proposal Schedule
- Appendix B – Payroll Card Requirements
- Appendix C – Debit Card Requirements
- Appendix D – Non-Collusion Affidavit
- Appendix E & F – Payroll Card Pricing Schedule
- Appendix G – Debit Card Pricing Schedule
- Appendix H – State Employee Direct Deposit Participation
- Appendix I – Debit Card Program Statistics
- Appendix J – Department of Corrections(CCCs, CWCs & HWHs) locations

**APPENDIX A**  
**DEBIT CARD**  
**BANKING SERVICES RFP SCHEDULE**

Release RFP	June 20, 2016
Deadline – Letter of Intent to Respond	June 27, 2016
Deadline – Questions	July 5, 2016 *
Answers to All Submitted Questions	July 15, 2016*
Deadline – Proposals	July 29, 2016*
Interviews/Presentations with Finalists (if necessary)	TBD if necessary
Final Selections	August 2016*

**\*NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective contractors.**

## APPENDIX B

### Payroll Card Requirements

**Card Format Design:** The Contractor shall provide a card designated for the State of Oklahoma Employees Payroll. Card format design costs should be addressed in the Pricing Schedule upon submission of your response to this RFP. The design will be approved by OST.

**Issuance:** The Contractor shall not issue any cards without coordinating the initial distribution with OST. The Contractor should have the ability to send and receive employee information in an electronic file format to set up and enroll individuals in the payroll card program. Contractor shall indicate the time frame from the receipt of the card request to the issuance (process time) and card delivery. Options available for card delivery should be indicated.

On the settlement date specified by OST, the full amount of the employees' pay will immediately be deposited in the employee's payroll card account and will be owned by those employees. In cases where a reversal may be necessary to correct or adjust pay amount, OST will need the ability to request a reversal of the transaction according to NACHA guidelines Section 2.5, single entry reversals within five days of settlement date within a designated period of time.

**Expiration:** Contractor must automatically track the Payroll Card expiration date for all active cardholders and must mail a new Payroll Card with the same card number to the cardholder prior to the expiration date.

**Card Replacement:** Contractor must describe the procedures when cardholders report non-receipt of their initial or replacement payroll card. In the event of non-receipt (defined as the Payroll Card not being activated within seven (7) business days of mailing or when the cardholder calls the Customer Service/Card Issuer), Contractor's procedures must provide for expedited delivery of a replacement card at no cost to the state employee. Expedited delivery means next day delivery.

Contractor must describe the procedures for expediting a replacement card at the request of OST or state employee. Unless Contractor chooses to offer this service for free, expediting a replacement card will be at the expense of the recipient except in the case of non-receipt of an initial or replacement card. Describe any limitations or features for expediting Payroll Cards (e.g. P.O. Boxes, cut-off times, Saturday delivery, etc).

**Proximity Locations:** Contractor must include tables showing ATM access using the selected network. Contractor must provide a file containing the street address, city, state, and zip code of the ATMs using the selected network. Contractor must indicate where cardholders can use their Payroll Card without incurring an additional ATM surcharge and provide a map of the cities located in the State of Oklahoma with surcharge free ATMs identified.

**Training:** The Contractor shall provide training to the Oklahoma State Treasurer including, but not limited to, the following:

**Training Materials.** Contractor shall provide written materials that may be used by OST staff to train cardholders on the proper use of the card. Updated versions of these materials should be available over time as well as ongoing availability of new user training sessions. Contractor will provide additional copies of training materials at no additional cost. OST may copy and distribute Contractor provided materials to staff at no extra cost.

**Training Plan.** Contractor should include in their proposal the training plan proposed to train OST staff. The plan should include any initial and ongoing training that may be required. At the start of the contract, the Contractor shall provide initial on-site training to OST staff who will be administering the payroll card program. The initial training will address benefits and features of the card, billing procedures, available reports, and the application process.

**Storage, Processing and Transmission of Credit Card Information**

Any organization processing, storing, or transmitting credit card numbers must be PCI DSS compliant.

**Regulation E Compliance.** Contractor must comply with Regulation E, “Electronic Funds Transfer” requirements (12 CFR Part 205) issued by the Board of Governors of the Federal Reserve System pursuant to the Electronic Fund Transfer Act .

## APPENDIX C

### Debit Card Program Requirements

**Card Format Design:** Card format design costs should be addressed in the Pricing Schedule upon submission of your response to this RFP. Decisions regarding card format for individual agency and/or program use will be dependent upon cost, agency or program requirements, agency or program funding constraints, etc. Card design will be approved by OST and/or the designated participating agency or entity.

**Issuance:** The Contractor shall not issue any cards without coordinating the initial distribution with the OST and/or the designated participating agency or entity. The Contractor should have the ability to send and receive employee information in an electronic file format to set up and enroll individuals in the debit card program. Contractor shall indicate the time frame from the receipt of the card request to the issuance (process time) and card delivery. Options available for card delivery should be indicated.

On the settlement date specified by OST and/or the designated participating agency or entity, the full amount of the employees' pay will immediately be deposited in the employee's payroll card account and will be owned by those employees. In cases where a reversal may be necessary to correct or adjust pay amount, OST will need the ability to request a reversal of the transaction according to NACHA guidelines Section 2.5, single entry reversals within five days of settlement date within a designated period of time. Please describe your process for cancelling card funding if it differs from requesting a reversal of the funding transaction.

**Expiration:** Contractor must automatically track the Debit Card expiration date for all active cardholders and must mail a new Debit Card with the same card number to the cardholder prior to the expiration date.

**Card Replacement:** Contractor must describe the procedures when cardholders report non-receipt of their initial or replacement Debit Card. In the event of non-receipt (defined as the Debit Card not being activated within seven (7) business days of mailing or when the cardholder calls the Customer Service/Card Issuer), Contractor's procedures must provide for expedited delivery of a replacement card at no cost to the recipient. Expedited delivery means next day delivery.

Contractor must describe the procedures for expediting a replacement card at the request of state agencies. Unless Contractor chooses to offer this service for free, expediting a replacement card will be at the expense of the recipient except in the case of non-receipt of an initial or replacement card. Describe any limitations or features for expediting Debit Card (e.g. P.O. Boxes, cut-off times, Saturday) delivery.

**Training:** The Contractor shall provide training to OST and participating agencies and entities including, but not limited to, the following:

**Training Materials.** Contractor shall provide written materials that may be used by to train cardholders on the proper use of the card. Updated versions of these materials should be available over time as well as ongoing availability of new user training sessions. Contractor will provide additional copies of training materials at no additional cost. OST and participating agencies and entities may copy and distribute Contractor provided materials to staff at no extra cost.

**Training Plan.** Contractor should include in their proposal the training plan proposed to train agency staff. The plan should include any initial and ongoing training that may be required. At the start of the contract, the Contractor shall provide initial on-site training to agency staff who will be utilizing the debit card. The initial training will address benefits and features of the card, billing procedures, available reports, and the application process.

**Storage, Processing and Transmission of Credit Card Information**

Any organization processing, storing, or transmitting credit card numbers must be PCI DSS compliant.

**Regulation E Compliance.** Contractor must comply with Regulation E, “Electronic Funds Transfer” requirements (12 CFR Part 205) issued by the Board of Governors of the Federal Reserve System pursuant to the Electronic Fund Transfer Act .



# Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

**The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:**

**the competitive bid attached herewith and contract, if awarded to said supplier;**

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number