

Request for Quotation – RFQ

**State of New Jersey
New Jersey Judiciary-OMAS
Purchase And Property Unit
Trenton, New Jersey 08625-0985**

Date Issued: February 4, 2016

FOR:

**Depository Banking Services-
Judiciary**

Respondent's Electronic Question Due Date:

02/11/2016 by 2:00 PM

(Refer to [RFQ Section 1.3.1](#) for more information.)

Quotation Submission Date:

02/19/2016 by 2:00 PM

(Refer to [RFQ Section 1.3.2](#) for more information.)

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1.0 INFORMATION FOR RESPONDENTS

1.1 PURPOSE AND INTENT

This Request for Quotation (RFQ) is issued by the State of New Jersey Judiciary OMAS Purchase and Property Unit. The purpose of this RFQ is to solicit quotations from qualified New Jersey banks to perform depository banking services as defined in the RFQ.

The intent of this RFQ is to award a single contract to that responsible Respondent whose quotation, conforming to this RFQ is most advantageous to the Judiciary, price and other factors considered. The Judiciary however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Chief, Administrative Office of the Courts (AOC) Purchase and Property Unit (Chief) to be in the Judiciary's best interest.

The State of NJ Delegated Purchasing Authority Terms and Conditions shall apply to the contract awarded as a result of this RFQ process or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

The New Jersey Judiciary (Judiciary) currently uses armored car services provided by the Judiciary's Depository bank for its daily deposit needs at Statewide court locations. As defined in this RFQ the Judiciary is now seeking a qualified New Jersey bank to only perform the depository banking functions. Respondent must work in conjunction with the Judiciary's newly contracted armored car service to ensure the timely and accurate depositing of its court related receipts for the following functions:

1. Child Support and Paternity: for all Title IV-D related revenues and court-held funds.
2. Bail: for all related revenues and court held funds.
3. Special Civil: for all related revenues and court held funds.
4. Superior Court Other: for all related revenues and court held funds.
5. Probation: for all related revenues and court held funds.
6. Superior Court Trust Funds: for all trust fund related activity.
7. Appellate: for all related revenues and court held funds
8. Attorney Collateral: for all related revenues and court held funds
9. Supreme Court: for all related revenues and court held funds.

See **ATTACHMENT 10** for the Judiciary listing of armored car pickup sites-**For informational purposes only.**

A total of fifteen (15) accounts are currently established with the incumbent. The accounts may include any combination of cash, checks, ACH and wire transfer collections or may be segregated by type of deposit instrument. The Judiciary will provide account set-up details at the time of account opening.

1.3 KEY EVENTS

1.3.1 QUESTION AND ANSWER PERIOD

The Judiciary Purchase and Property Unit will accept questions and inquiries from all potential Contractors electronically via e-mail. Please send questions to the following e-mail address:

AOCRFAQ.Mailbox@Judiciary.State.NJ.US

The subject line of the e-mail should include the following: RFQ- Depository Banking Services-Judiciary

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

Respondents are not to contact the Judiciary directly, in person, or by telephone, concerning this RFQ.

The cut-off date for questions and inquiries relating to this RFQ is indicated on the cover sheet.

1.3.2 SUBMISSION OF QUOTATION

In order to be considered for award, the quotation must be received by the Judiciary Purchase and Property Unit at the appropriate location by the required time. **ANY QUOTATION NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

PURCHASE AND PROPERTY UNIT
NEW JERSEY JUDICIARY
HUGHES JUSTICE COMPLEX – 8N
25 WEST MARKET STREET, P.O. BOX 985
TRENTON, NJ 08625-0985
ATTN: MATTHEW ROCCO

Directions to the Hughes Justice Complex can be found at the following Web address:

<http://www.judiciary.state.nj.us/directions.htm#aoc>

Note: Respondents using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Justice Complex.

Quotation responses may also be e-mailed to:

AOCRFAQ.Mailbox@Judiciary.State.NJ.US

The subject line of the e-mail should include the following: RFQ Depository Services-Judiciary

Note: If the quotations are submitted to AOCRFAQ.Mailbox@Judiciary.State.NJ.US, the awarded Respondent must also supply signed original forms prior to purchase order being issued.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFQ

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by addendum. Any addendum to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ. Addenda will be posted alongside the original RFQ document posted on the Department of the Treasury Office of Management and Budget (OMB) Website.

It is the sole responsibility of the Respondent to be knowledgeable of all addenda related to this procurement.

1.4.2 RESPONDENT'S RESPONSIBILITY

The Respondent assumes sole responsibility for the complete effort required in submitting a quotation in response to this RFQ. No special consideration will be given after quotations are opened because of a Respondent failure to be knowledgeable as to all of the requirements of this RFQ.

1.4.3 COST LIABILITY

The Judiciary assumes no responsibility and bears no liability for costs incurred by a Respondent in the preparation and submittal of a quotation in response to this RFQ.

1.4.5 QUOTATION SUBMISSION

On the date and time quotations are due under the RFQ, all information concerning the quotes submitted may be publicly announced and those quotes, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the Respondents submitting quotes will be announced and the contents of the quotes shall remain proprietary and/or confidential until the Intent to Award is issued by the Chief.

1.4.6 PRICE ALTERATION IN HARD COPY QUOTATION

Price quotations must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the Respondent.

1.4.7 QUOTATION ERRORS

In accordance with [N.J.A.C. 17:12-2.11](#), "Quotation errors," a Respondent may withdraw its quotation as described below.

A Respondent may request that its quotation be withdrawn prior to the quotation submission opening. Such request must be made, in writing, to the Chief in the manner described below. If

the request is granted, the Respondent may submit a revised quotation as long as the quotation is received prior to the announced date and time for quote submission and at the place specified.

If, after the quotation submission opening but before contract award, a Respondent discovers an error in its quotation the Respondent may make a written request to the Judiciary for authorization to withdraw its quotation from consideration for award. Evidence of the Respondent's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the quotation would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Respondent's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the quotation. After the quotation submission opening, while pursuant to the provisions of this section, you may request to withdraw your quotation and the Chief may, in his discretion allow you to withdraw it, the Judiciary also may take notice of repeated or unusual requests to withdraw by a Respondent and take those prior requests to withdraw into consideration when evaluating the Respondent's future bids or quotations.

All quotation withdrawal requests must include the quotation identification number and the final quotation submission date and be sent to the following address:

PURCHASE AND PROPERTY UNIT
NEW JERSEY JUDICIARY
HUGHES JUSTICE COMPLEX – 8N
25 WEST MARKET STREET, P.O. BOX 985
TRENTON, NJ 08625-0985
ATTN: CHIEF

If during a quotation evaluation process, an obvious pricing error made by a potential contract awardee is found, the Chief shall issue written notice to the Respondent. The Respondent will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its quotation shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Respondent's intention is not readily discernible from other parts of the quotation the Chief may seek clarification from the Respondent to ascertain the true intent of the quotation.

1.4.8 QUOTATION ACCEPTANCES AND REJECTIONS

The State maintains the right to determine when minor irregularities or omissions in a quotation may be waived; the State utilizes N.J.A.C. 17:12-2.2 in determining the causes to reject quotations. The State may determine that it is in the public interest to reject all quotations, using the principles set forth in N.J.A.C. 52:34-12.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFQ.

Addendum –Written clarification or revision to this RFQ posted by the Purchase Bureau.

All-Inclusive Hourly Rate –An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the Contractor. An amendment is not effective until it is signed by the Chief Division of Purchase and Property.

Chief- Chief, Purchase and Property Unit, Administrative Office of the Courts.

Contract – This RFQ, any addendum to this RFQ, and the respondent's quotation submitted in response to this RFQ, as accepted by the Chief.

Contractor –The respondent awarded a contract resulting from this RFQ. Also referred to as the Implementation Contractor.

DPA – Delegated Purchasing Authority.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey

Evaluation Committee – A committee established by the Director to review and evaluate bid quotations submitted in response to this RFQ and to recommend a contract award to the Chief.

Firm Fixed Price –A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

Judiciary Contract Manager – The individual responsible for the overall management and administration of the contract.

Judiciary Project Manager - The individual responsible for the approval of work elements in the Scope of Work.

May –Denotes that which is permissible, not mandatory.

Project –The undertaking or services that are the subject of this RFQ.

Request for Quotation (RFQ) –This document which establishes the bidding and contract requirements and solicits bid quotations to meet the purchase needs of the using Agencies as identified herein.

Respondent–An individual or business entity submitting a bid quotation in response to this RFQ.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a quotation as non-responsive.

Should – Denotes that which is recommended, not mandatory.

Subtasks –Detailed activities that comprise the actual performance of a task.

State –State of New Jersey.

Subcontractor –An entity having an arrangement with a State Contractor, where the State Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the contract, including payment to the subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

Task –A discrete unit of work to be performed.

2.2 CONTRACT-SPECIFIC DEFINITIONS

ACH credits - The ACH system (Automated Clearing House) is the primary electronic funds transfer (EFT) system used by agencies to make payments

ASCII Delimited format - A Delimited ASCII (DEL) file is a sequential ASCII file with row and column delimiters. Each DEL file is a stream of ASCII characters consisting of cell values ordered by row, and then by column. Rows in the data stream are separated by row delimiters; within each row, individual cell values are separated by column delimiters.

Debit Block-A security measure which is a “selective block” whereby the customer can instruct the bank to disallow direct debits to a specified account number.

MICR - **Magnetic Ink Character Recognition**: a technique for reading and processing data printed with ink that contains magnetic particles: used especially in sorting bank checks automatically.

BAI (or the BAI file format) - describes a file format for using EDI to perform cash management balance reporting. The BAI format was developed and is maintained by the Banking Administration Institute (BAI). One common application of the BAI format is for use by banks to transmit returned item data to customers (for example, checks which have been marked insufficient funds (NSF)). The current release is Cash Management Balance Reporting Specifications Version 2, typically referred to as BAI2.

Electronic Data Interchange (EDI) - a set of standards for structuring information that is to be electronically exchanged between and within businesses

Re-Deposited Item –an item is considered an item for re-deposit and can be charged as such if the check deposit is attempted a second time by the Contractor and comes back non-sufficient fund (NSF). The Contractor shall be responsible for one attempted re-deposit at no charge to the State (see Section 3.2.6).

Remote Deposit Capture (RDC) - is a service which allows a user to scan checks and transmit the scanned images and / or ACH-data to a bank for posting and clearing.

Thirteen Week T-Bill Rate - A short-term debt obligation backed by the U.S. government with a maturity of less than one year. T-bills are sold in denominations of \$1,000 up to a maximum purchase of \$5 million and commonly have maturities of one month (four weeks), three months (13 weeks) or six months (26 weeks).

T-bills are issued through a competitive bidding process at a discount from par, which means that rather than paying fixed interest payments like conventional bonds, the appreciation of the bond provides the return to the holder.

3.0 SCOPE OF WORK

3.1 GENERAL REQUIREMENTS

The contractor shall provide depository banking services for the Judiciary.

The Contractor shall establish and maintain fifteen (15) accounts for any of the following nine (9) court functions, to include, but not limited to, cash/check/money order, credit card and wire/ Automated Clearing House (ACH) activity:

1. **Child Support and Paternity**: for all Title IV-D related revenues and court held funds.
2. **Bail**: for all related revenues and court held funds.
3. **Special Civil**: for all related revenues and court held funds.
4. **Superior Court Other**: for all related revenues and court held funds.
5. **Probation**: for all related revenues and court held funds
6. **Superior Court Trust Fund Account** for all trust fund related activity.
7. **Appellate**: for all related revenues and court held funds.
8. **Attorney Collateral**: for all related revenues and court held funds.
9. **Supreme Court**: for all related revenues and court held funds.

The State reserves the right to consolidate, delete or open additional accounts as needed during the course of the contract term. Only authorized State Office of Management and Budget (OMB) personnel shall be permitted to open and close bank accounts. The Contractor shall open an account for the benefit of the Treasurer, State of New Jersey. The Judiciary shall have depository access only to these accounts. OMB shall be authorized to make decisions concerning these accounts including but not limited to signatory privileges.

The Contractor shall be fully compliant with all applicable federal, New Jersey State and local laws and regulations.

Any Cloud-Based offerings must be in compliance with the National Institute of Standards and Technology (NIST) guidelines.

3.1.1. RFQ ATTACHMENTS

The following attachments are attached to this RFQ:

1. Attachment 1 – Summary Balance Reporting;
2. Attachment 2 – Detail Balance Reporting;
3. Attachment 3 – Monthly Deposits (County within fund);
4. Attachment 4 – Debits Detail Report;
5. Attachment 5 – File Layout Sample ;
6. Attachment 6 – File Transfer Guide;
7. Attachment 7 – Bank Account Location Codes;
8. Attachment 8 – Historical Deposit Data;
9. Attachment 9 – Deposit Ticket;
10. Attachment 10 – Armored Car Pick-Up Locations-for information only; and
11. Attachment 11 – Collateralization Requirements for State Held Deposits.

3.2 DEPOSIT RELATED MATERIALS

3.2.1 SUPPLIES

The Contractor shall provide, at no additional cost to the State, the following deposit related supplies:

- Currency strips – for both cash and check deposits
- Encoded, multi copy deposit slips

3.2.2 DEPOSIT SLIPS

Ten (10) days prior to contract implementation, the Contractor shall supply an initial 1,000 encoded multi copy deposit slips to each pick-up location. See Attachment 10 – Armored Car Pick-Up Locations-for information only

The multi copy deposit slips shall provide for two (2) copies to remain with the Judiciary. The Judiciary currently uses a four (4) part form.

Each multi copy deposit slip shall include the following information:

State of New Jersey – Judiciary

FOR DEPOSIT ONLY

Bank's name

Bank account number

Depository Account (i.e. Child Support)

County location code (i.e. Essex County #074201)

Upon request by the Judiciary the Contractor shall deliver additional multi copy deposit slips within ten (10) business days of after receipt of order.

The deposit slips shall be MICR encoded with the location code, the account number and the bank ABA number. **Refer to Attachment 9 – Deposit slips.**

The Contractor shall provide the State Contract Manager, with the contact information of the designated person responsible for the re-ordering of the multi copy deposit slips. This contact information shall be updated as changes occur and no less than annually.

All changes to the multi copy deposit slip, format or the printing company, is subject to the prior approval of the Judiciary.

3.4 DEPOSIT PROCEDURES

The Contractor shall work with the Judiciary's armored car service to ensure the timely and accurate deposit of all Judiciary's funds. The Contractor shall provide to the Judiciary's armored car service the requirements for transfer of custody from the armored car service to the Contractor. The Contractor shall provide to the Judiciary or its armored car service, upon request, proof of transfer of custody including all deposit details. A copy of the transfer of custody document signed by an authorized representative of the Contractor and an authorized representative of the Judiciary armored car contractor shall serve as proof of deposit. Proof of transfer of custody shall be provided by the Contractor within five (5) business days of the request.

The Contractor shall also provide to the Judiciary's armored car service provider the requirements for ensuring same day credit of all Judiciary deposits.

Deposits shall not occur on Judiciary Holidays. For all closings and/or delayed openings, the Contractor shall be responsible for viewing the New Jersey Courts portal at <http://www.judiciary.state.nj.us/>

3.4.1 DEPOSIT PREPARATION

The Contractor shall allow for the use of a separate deposit bag for each deposit type (cash and checks). All deposits designated by a separate deposit slip regardless of number in any one deposit bag must be processed and reported as separate deposits. They shall not be identified as deposit adjustments to the account(s). The date placed on the deposit slip will correspond to the business day of its receipts and not the day of deposit pickup.

The Contractor shall work with the Judiciary's armored car services provider to ensure that deposit bag preparations meet any requirements for proper identification of deposits, timely and accurate processing of deposits and tracking of deposits.

3.5 RECORD RETENTION

The Contractor must retain and make accessible all deposit related activity (electronic or non-electronic) for a minimum of two (2) years at no additional charge to the State. This shall include, but not be limited to, processing documentation and returned item detail.

At the time of the armored car deposit delivery to the bank or money room, the Contractor shall sign and retain a copy of a delivery receipt(s), time stamped, as proof of the deposit bag(s) delivery. Within two (2) years of the deposit pickup date, the State may request, and the Contractor shall provide, within five (5) business days of the request, a copy of this delivery receipt. The Contractor shall provide deposit tracking and copies for that same two (2) year period.

3.6 INVOICING

The Contractor shall provide a monthly invoice to the Department of the Treasury, Office of Management and Budget (OMB), detailing all charges, segregated by individual account number.

The Contractor or any of its sub-contractors shall not debit any charges from individual bank accounts. Debits to individual bank accounts shall relate to adjustments to deposit activity only.

All fees or charges relating to this contract shall be submitted on the State's analysis invoice.

3.7 SECURITY CLEARANCE

As a conditions of all awarded service contracts, the Contractor shall undertake a criminal history record background check for all of its depository banking services employees pursuant to N.J.A.C. 13:59 1.1 et seq. The Contractor shall bear the cost of the criminal history record background check. The Contractor shall be responsible for insuring that employees have legal immigration status to be working in the United States.

The Contractor shall follow all instructions for obtaining criminal history record background check at http://www.njsp.org/about/serv_chrc.html .

The Contractor shall retain the result of the individual's criminal history background check for as long as that individual is providing to Judiciary depository banking services. The results of the criminal history background check shall be made available to the Judiciary Project Manager upon request. Performance of such background checks with immigration law compliance shall be subject to periodic audits by State Auditors. If the Contractor has had a State Police background, criminal and fingerprinting check performed for an employee that satisfies the exact criteria specified above, the State may accept the results of the criminal history background check, provided that the check was performed during the course of the contract term or no earlier than six (6) months prior to the contract commencement date.

3.8 CONTACT PERSONNEL

The Contractor shall appoint a senior officer (Vice-President or above) and a qualified substitute as a point of contact and liaison with the State. This representative shall be solely responsible for ensuring that all contract requirements are met, implementing State instructions and resolving day to day problems that may arise during the course of the contract term.

The Contractor shall provide the Judiciary Project Manager, with direct lines of communication (proper contact personnel, names, and location, and e-mail address and telephone number), for response to any information pertaining to the accounts.

The Contractor shall designate a minimum of two (2) individuals (one (1) primary and one (1) back-up), responsible for responding to all daily inquiries, problems, initial and on-going training, including, but not limited to, the following categories:

- Cash bag discrepancies;
- Check bag discrepancies;
- Delivery Receipts;
- Bank statements;
- Daily balance reporting;
- Wire transfer service;
- Reports;
- Invoice and bank analysis;
- Counterfeit bills;
- Training;
- Supplies; and
- Check copies.

These designated Contractor representatives shall be available Monday through Friday, between the hours of 7:30 a.m. and 5:00 p.m. (EST). The Contractor shall provide a toll free telephone number at no additional cost to the Judiciary.

Please note that a customer service group does not meet this requirement. The individuals designated to servicing the account for inquiry purposes shall remain constant.

The Contractor shall provide an updated contact list as the need arises or no less than annually.

3.9 TRAINING

The Contractor shall be required to provide a training program, at no additional cost to the State. Training must be coordinated in advance with the Judiciary Project Manager. The training must take place at a Judiciary location in Trenton, NJ and regionally upon contract award.

The Contractor shall thoroughly demonstrate the balance reporting system and all related software, and that the Judiciary Project Manager and authorized Judiciary personnel are able to correctly interpret all report information and identify any applicable codes.

The training program shall include, but not be limited to, all relevant deposit preparation procedures. At the option of the Contractor, any contract-related court supplies may be passed out to the attendees at the training sessions.

The training shall consist of two (2) days and shall be conducted regionally upon contract award. Each training session shall be broken down into four (4), three (3) hour sessions. The training facility shall be provided by the State. The agenda shall include, but not be limited to, the following topics:

- Deposit preparation procedures: checks, cash;
- Deposit bag and deposit slip procedure;
- Check bag and cash bag procedure;
- Electronic deposits, including, but not limited to ACH and credit card;
- Claim procedures;
- Adjustment procedures;
- General security and safety measures; and
- Question and answer period.

Additional training maybe required during the term of the contract. The Contractor shall provide a separate training program for the Judiciary Project Manager and Judiciary Central Office staff for the following:

- Communication/inquiry system;
- Balance reporting function; and
- Wire initiator system (electronic banking).

Only experienced Contractor personnel shall be permitted to conduct the training.

All Contractor training materials and training schedules shall be submitted to the Judiciary Project Manager for approval, prior to any scheduled training sessions.

All training shall address any instances where there is overlap in the responsibilities between armored car services contractor and the Judiciary depository bank contractor.

Upon request by the Judiciary Project Manager, the Contractor shall provide a web-based Remote Deposit Capture (RDC) service.

This service shall include depositing checks into a bank account from a location outside of the bank, without physically delivering the checks to the bank. This is accomplished by scanning the check and creating a compliant, digital image of the check at the agency location. This image shall then be transmitted to the bank via a secure internet connection.

The Contractor shall provide all necessary software, hardware (scanner) and the necessary maintenance to accommodate remote deposit capture during the course of the contract term.

The Contractor shall also provide initial set-up support and user instruction, as well as ongoing RDC product support. The Contractor shall ensure that the Internet-based system is user friendly and compatible with standard Microsoft Windows 7 and later operating system releases.

The Contractor must provide the State Contract Manager with at least ninety (90) days advance notice, prior to the introduction of any new versions of the Internet-based system or operating system, for the purposes of, validation testing, performance testing and quality assurance testing.

The Contractor shall provide scanner equipment that is robust enough and appropriately size to reasonably accommodate all deposit activity. The system shall have built-in sound controls in place for deposit preparation, and capable of providing the State with automated deposit acknowledgement and reporting capability. The system shall minimally provide the State with access to transaction history and deposit images for the most recent twenty (20) business days of deposit activity.

Upon request by the Judiciary Project Manager, the Contractor shall provide the installation of two (2) additional scanners including, all necessary maintenance programs. These scanners shall be used in the central office location; however, upon request by the Judiciary Project Manager, the Contractor shall be required to provide additional scanners and maintenance programs for use in other locations to deposit multiple defined accounts.

The Contractor shall be responsible for validating each check image and determining how to optimally clear each check in the most cost effective and time efficient method available. Checks shall be cleared in one of the following ways:

- Image Exchange;
- Substitute Check; or
- "On-us" Deposit.

The Contractor shall provide ACH check conversion in compliance with NACHA Operating Rules and Guidelines.

Upon request from the State, the Contractor shall assist with interfacing State systems with Remote Deposit Capture processing including, any necessary Remote Deposit Capture related equipment, at no additional cost to the State.

3.11 REPORTING

3.11.1 REPORTING REQUIREMENTS

The Contractor shall submit computer generated reports to the Judiciary Project Manager no later than 7:30 a.m. Eastern Standard Time (EST), Monday through Friday. All reporting must be delivered through the Contractor's electronic banking portal.

The Contractor shall provide a web based reporting system that does not require the use of a personal identification number (PIN), or other security feature that would inhibit the automated data retrieval.

The Contractor shall make all reporting and data file transfers available through a web-based banking system.

The Contractor must submit reports in compliance with the specification requirements set forth in this RFQ and include the data fields specified.

3.11.1.1 DAILY AUTOMATED BALANCE REPORTING

For all established and future depository accounts, the Contractor must electronically provide access to the prior day account balance information in unencrypted BAI2 format.

The report must include, at a minimum, the following data fields for each account:

- Ledger balance;
- Collected balance;
- Total credits;
- Total debits;
- 1-day float; and
- 2-day float;

Each reporting field shall always have data reported; therefore, if no amount is reported, the Contractor shall input "00.00" in the specific amount field.

All daily reporting shall include, at a minimum all of the information contained in **Attachment 1 – Summary Balance Reporting**.

3.11.2 DETAIL TRANSACTION REPORTING

All daily detail reporting shall include, at a minimum, all of the information contained in **Attachment 2 – Detail Balance Reporting**.

The Contractor shall, in a separate daily and combined monthly transmission to the State Contract Manager, transmit all detail transaction information in ASCII Delimited format for all accounts to allow the State Contract Manager to readily generate reports containing, at a minimum, the information contained in **Attachment 3 – Monthly Deposits (County with fund)** and **Attachment 4 – Debits Detail Report**. All information reported must include the six (6) digit location code related to the deposit or adjustment activity.

The Contractor shall provide a daily and monthly file of deposit and deposit related data (see Attachment 5- Sample File Layout). This data should be accessed through the Contractor's electronic banking portal. The Judiciary will use the data to import into a report writing system to provide reporting to Judiciary personnel in a desired format.

Note: The State is currently working towards automated bank reconciliation and general ledger capability. The Contractor shall be responsible for assisting with this implementation. See **Attachment 5 (Sample File Layout)**.

3.11.3 BANK STATEMENTS

The Contractor shall deliver hardcopy bank statements to the designated Judiciary representative, no later than five (5) business days after the end of the month.

The bank statements shall include, at a minimum, the following information:

- Location code for each deposit;
- Amount of each deposit, separated as follows:
 - Cash;
 - Check;
 - ACH/wire; and
 - Credit card merchant receipts.
- Listing of all debits by location code and date; and
- Grand total of all deposits.

The Contractor shall deliver all bank statements to the following address:

**State of New Jersey Judiciary
Richard J. Hughes Complex
25 W. Market Street, 6th Floor, North Wing
Banking and Cash Management
P O Box 980
Trenton, NJ 08625-0980**

All bank statements shall be combined into one (1) mailing envelope, as volume permits and shall not be mailed individually.

The Contractor shall provide a bank statement for each account, including when there has been no activity within the monthly cycle.

3.12 ACCOUNT REQUIREMENTS

3.12.1 DEPOSITORY FUNCTIONS AND ACCOUNT REQUIREMENTS

The Contractor shall establish and maintain fifteen (15) check, cash, ACH or wire transfer collection and credit card merchant receipt as defined in RFQ Section 3.1 General Requirements.

The detail of all monies received or sent via ACH transmission shall be submitted electronically by the Contractor to the appropriate court database. The Contractor shall work with the Judiciary to establish any data transfer needed to support this process.

The Contractor shall assist the State with the reconciliation of any ACH credit processing discrepancies. All file layouts are subject to change.

Attachment 6 – File Transfer Guide lists the File Transmission Protocols supported by the State of New Jersey.

During the course of the contract term, the Contractor shall assist the State with any necessary, file changes, additions or deletions, and with any additional programming that may be required. If additional programming is required, the Contractor must comply with this requirement, including, but not limited to, system changes to its internal system within ninety (90) days of approval by the State Contract Manager.

For all external debits, the Contractor shall place a debit block each of the State's accounts. Any item debited from the State's bank accounts, shall be automatically credited back to the appropriate account within fifteen (15) business days.

Each transaction shall be identified with a six (6) digit location code as listed in **Attachment 7 - Bank Account Location Codes/Depository Account Numbers** – by County by the Contractor. Within five (5) business days of request by the Judiciary Project Manager, the Contractor shall, research and correctly post any items that were improperly posted without a location code.

A twelve (12) month summary of Judiciary deposit statistics is shown in **Attachment 8 - Historical Deposit Data**. This attachment/summary report is included by way of example and not limitation; for illustrative purposes only.

The Contractor shall ensure the accurate and timely processing of all banking services, electronic transmissions, and reports related to these accounts.

Past deposit activity is not indicative of future activity; the Judiciary does not guarantee future volume or quantity.

3.12.2 DISCREPANCIES AND ADJUSTMENTS

Final adjustments for all deposits shall be made by the Contractor in the following manner:

- Cash deposits – shall be made within forty-eight (48) hours after deposit credit date; and
- Check deposits – shall be made within seventy-two (72) hours after deposit credit date.

- For each discrepancy and/or adjustment, the following details shall be provided:
 - Adjustment memo (debit or credit advice) shall include the following:
 - Bank account number;
 - Agency location code;
 - Deposit date;
 - Original deposit total; and
 - Specific discrepancy and the amount.
 - Copy of calculation detail for deposit total (i.e. adding matching tape and/or currency/coin breakdown.
 - Copy of deposit ticket in question.
 - Copy of check, where applicable.
 - Counterfeit transactions shall include the following:
 - Secret Service documentation, both electronic and hardcopy.

The Contractor's audit trail, for any adjusted item, including counterfeits, must be directly traced back to a State deposit location code. The State's account shall be credited fully for any debits or credits where the deposit and location code is not provided.

3.12.3 DEPOSIT DISCREPANCY REPORT REQUIREMENT

All Cash deposit and check deposit discrepancies shall be reported by the Contractor in writing, or email, to the Judiciary Project Manager or the designated agency representative, immediately upon discovery and no later than 10:00 A.M. the next business day.

The Contractor shall deliver the hardcopy credit or debit advice adjustment within five (5) days of the adjustment date.

3.12.3.1 CASH BAG DISCREPANCY

The Contractor shall specifically identify all cash bag discrepancies as follows:

- Wrapper – note location code that was on the wrapper;
- Denomination(s) in dispute;
- Copy of the original deposit slip; and
- Identify the bank deposit amount.

The State reserves the right to dispute the bank's correction, make an appointment with the Contractor, and view the videotape of the money counting operation pertaining to this specific deposit.

The Contractor's money room security surveillance video shall provide 1080p high definition video resolution, with minimum distortion. The video shall identify the deposit being processed including the account number, location that deposited and deposit ticket amount.

The Contractor's video shall include a clear view of the sealed bag, the bag being opened, the contents being removed and subsequently counted, without any interruption of the tape.

The Contractor shall have the video tapes immediately available to authorized Judiciary personnel for review within (10) business days after the deposit date. The Contractor shall have the video tapes available to authorized Judiciary personnel for review for deposits made after (10) business days but no longer than forty-five (45) calendar days within seven (7) business days of a request.

The Contractor shall provide the proper standard and industry-specific security controls to prevent any unethical tampering of the bags and its contents from the initial delivery from the Judiciary armored car service to the final cash-counting procedure.

The Contractor shall ensure that the video viewing location is within a fifty (50) mile radius of the Judiciary Central Offices, in Trenton, NJ.

3.12.3.2 CHECK DEPOSIT DISCREPANCY

The Contractor shall specifically identify all check deposit discrepancies as follows:

- **More checks than the actual amount -**
 - Identify the number of checks in the bag versus the actual number listed, detailing the additional checks.
- **Fewer checks than the actual amount -**
 - Identify the number of checks in the bag versus the actual number listed, detailing the missing checks. In this instance, the State will provide the Contractor with a sampling of cancelled check copies from the deposit, which shall be regarded as proof of receipt and the entire debited amount shall be credited to the appropriate account with ten (10) business days.
- **Correct number of checks, but the Contractor's total is different than the deposit/adding machine tape -**
 - Identify the check number and the discrepancy (i.e., \$110.50 vs. \$100.50).
- Same number of check, but the tape was added incorrectly –
 - The Contractor shall note and fully document this function error.

3.12.3.3 DEPOSIT CREDIT

All check and cash deposits shall be credited to the respective Judiciary bank account by the Contractor on the same business day the Judiciary's armored car delivery occurred. All funds deposited, collected, and uncollected, including those deposits made via Remote Deposit Capture (RDC), shall be made available for the State's use on the same business date reflected on the armored car service delivery receipt. Overdraft charges shall not be permitted. The State will fund any overdrafts on the next State business day.

Based upon the above requirement, any delay in deposits shall result in the Contractor compensating the State for its lost earnings at the thirteen (13) week T-Bill rate. The Contractor and the Judiciary's armored car contractor must agree to a process of who gets charged the thirteen (13) week T-Bill rate when a deposit is delayed. Consideration will be given for a late deposit credit in those incidents where conditions are beyond the Contractor's control that would cause a delay in delivery to the check processing facility or money room, including but not limited to, inclement weather, accidents, and detours.

All ACH credits shall be made available by the Contractor to the State on the settlement date.

When the Contractor fails to provide the State with credit for an entire deposit, the deposit receipt, signed by the Judiciary's armored car service personnel, shall be considered as recognized proof of deposit to the bank.

The Contractor shall credit the appropriate bank account for the deposit, within five (5) business days of receipt of the signed deposit receipt. The Contractor shall compensate the State for its lost earnings, at the thirteen week T-bill rate, from the date of the signed deposit receipt to the actual deposit credit date.

For all deposits, credit shall be given for the amount shown on the deposit slip. The Contractor shall not make changes to the original deposit slip. Any and all adjustments shall be reflected on a separate adjustment memoranda by the Contractor, with a corresponding debit or credit to the account.

All coin in any deposit shall be credited with the original deposit credit and not as a subsequent deposit adjustment.

All deposit and deposit related activity shall be posted by the Contractor to Judiciary accounts using dates within the current calendar month. No back-dating of activity to prior months shall be allowed.

3.12.3.4 OTHER DEPOSIT DISCREPANCIES

The Contractor shall notify the Judiciary Project Manager or designated Judiciary representative of any other deposit discrepancies, including, but not limited to, the following:

- Missing deposits;
- Counterfeits, (identifying and reporting); and
- Deposit and credit of Foreign Currency.

The State shall not accept any of the following:

- Foreign currency checks drawn on foreign banks;
- Foreign currency; and
- Foreign coin.

The Contractor shall deposit all checks drawn on foreign banks in United States Dollars and in the same manner as checks drawn on a United States bank.

All of the Contractor's debit and credit advices must contain information relating to the foreign items submitted, including, but not limited to the following:

- Check number;
- Check date;
- Check amount;
- Check copy, and
- The location code of the office depositing the item.

3.13 DISHONORED CHECKS

Checks that are not honored the first time, due to insufficient funds, shall be re-deposited by the Contractor. The account shall not be debited until the check has been returned for a second time.

Advices of charges; together with the original returned check item(s), shall be delivered to the Judiciary Project Manager, no later than five (5) business days by the Contractor. The Contractor's dishonored check notifications shall include, at a minimum, the following information for each returned item:

- Bank account number;
- Reason for return;
- Date charged to the account;
- Amount;
- Location code;
- Payer name; and
- Compliant check copy or original check

3.13.1 RETURNED CHECK NOTIFICATION

The Contractor shall provide a web based system for the reporting of dishonored checks to include an online copy of the advice and corresponding compliant check copy (ies) and the following information:

- Deposit date;
- Deposit amount; and
- Location related to the deposit where the returned item(s) originated.

The Contractor's web based system shall provide search and print functionality using pertinent criteria. Each dishonored item shall be reported in the system to the Judiciary Project Manager and segregated by location code, on the same day of bank account adjustment by the Contractor.

Access to the Contractor's web-based return item shall be segregated by each local field office and Central Office. User IDs shall be created for each field office by the Contractor.

The Contractor shall ensure that the returned items appear on the web-based system the same day as a returned item related debit or credit is made to any State bank account.

3.14 ELECTRONIC FUND TRANSFER

The Contractor shall provide the Judiciary with Electronic Fund Transfer (wires) services through its online banking product. . The Contractors's EFT services must have dual approval functionality to prevent the release of unauthorized wire transfers.

The Contractor shall provide ACH debit and credit services through file transfer via batch or real time processing. The Contractor shall assist the Judiciary in implementing and testing ACH file transfer processing. The Contractor shall assist the Judiciary with methods to ensure that ACH files are not processed without the proper Judiciary approvals.

The Contractor shall provide for ACH transactions in CCD/CCD+PPD and CTX formats.

The Contractor's systems shall contain security features to ensure the protection of the data and to maintain the overall integrity of the systems.

The Contractor shall provide the Judiciary with an SSL secured offsite backup EFT/ACH processing in the event that access to its primary facility is limited or unavailable.

The Contractor shall:

- Install and test each initiator system; and
- Provide operational training to the Judiciary Project Manager and designated staff as needed.

The Contractor shall provide the Judiciary with an on-line help mechanism.

The Contractor's ACH and EFT products/systems shall provide the Judiciary with on demand reporting. The Contractor shall work with the Judiciary to customize reporting as necessary.

The Contractor shall provide on-going maintenance and emergency service as required.

The Contractor shall provide access to a toll free help desk, during the hours of 7:30 a.m. to 5:00 p.m. EST-Monday to Friday.

The Contractor shall establish a manual wire transfer/ACH backup process in the event of a system failure.

The Contractor shall respond to all State wire transaction instructions within thirty (30) minutes after receipt. The Contractor shall process ACH files in the next available window when the appropriate Judiciary approvals are in place.

It is the intention of the State to fully fund all electronic payments on the transaction date; therefore, at any time during the day, as a result of electronic payments, if any of the accounts are placed in a temporary overdraft position, the Contractor shall initiate all electronic payments upon request by the Judiciary Project Manager, regardless of its temporary overdraft position.

3.15 ON-LINE INQUIRY/COMMUNICATION SYSTEM

The Contractor shall provide an online inquiry/communication system for the Judiciary Project Manager and designated staff to access all of its accounts. This system shall be capable of providing reporting activity for all specified bank accounts.

The Contractor's system shall be menu driven, with a minimum capacity of five (5) concurrent users accessing the same account at each field office and Central Office.

Only authorized personnel shall be permitted to initiate inquiries. The Contractor shall provide the security measures to prevent unauthorized users from accessing State information, and conversely, to prohibit field office personnel from accessing information other than that related to their own deposits.

3.16 COLLATERALIZATION

The Contractor shall adhere to the State's policy statement for Collateralization Requirements for State Held Deposits. **Refer to Attachment 11 – Collateralization Requirements.**

3.17 LITIGATION SUPPORT

Upon request by the Judiciary Contract Manager, the Contractor shall provide expert testimony regarding any litigation resulting from work performed in fulfillment of the requirements of this RFQ.

3.18 SURETY BONDS

Surety bonds for the Contractor any Subcontractor(s) and respective employees, must be obtained and provided to the State to protect the State of NJ from losses resulting from theft, fraud or dishonesty. The amount of the bond shall not exceed \$400,000 on a daily basis for any given time in a business day.

4.0 QUOTATION PREPARATION AND SUBMISSION

4.1 GENERAL

Quotations including supplemental terms and conditions may be accepted, but supplemental terms or conditions that conflict with those contained in this RFQ or the State's NJ Delegated Purchasing Authority Terms and Conditions may be amended by addenda, or that diminish the State's rights under any contract resulting from the RFQ will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. In the event that prior to notice of intent to award, the Judiciary notifies the Respondent of any such term or condition and the conflict it poses, the Judiciary may require the Respondent to either withdraw it or withdraw its quotation. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the quotation and a term or condition of the Delegated Purchasing Authority Terms and Conditions, the term or condition of the Delegated Purchasing Authority Terms and Conditions will prevail; and
- b) if the result of the application of a supplemental term or condition included in the quotation would diminish the State's rights, the supplemental term or condition will be considered null and void.

In order to be considered, a quotation must arrive at the Judiciary Purchase and Property Unit in accordance with the instructions on the RFQ Agency Request for Quotation form.

The Contractors are cautioned to allow adequate delivery time to ensure timely delivery of quotations. **Late quotations are ineligible for consideration.** Refer to section QUOTATION SUBMISSION.

Quotation responses received after RFQ submission due date will be deemed non-responsive.

4.2 QUOTATION CONTENT

The quote should be submitted in two volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 4.3 and 4.3.1)

Section 2 - Technical Proposal (Section 4.4.1) – **NOTE: This section of the Respondent's submission is limited to 25 pages or fewer, with no smaller than a 12 point font.**

Section 3 - Organizational Support and Experience (Section 4.4.1.6)

Volume 2

Section 4 – Price Schedule (Section 4.2)

4.3. FORMS THAT MUST BE SUBMITTED WITH QUOTATION

The Judicial Branch of government makes use of the Executive Branch administrative forms. The following required forms can be found at the New Jersey Department of the Treasury, Division of Purchase and Property, website. This RFQ provides the form's website links.

CONSOLIDATED DPA FORMS PACKET

All Contractors shall review and complete the Consolidated DPA Forms.

http://www.state.nj.us/treasury/purchase/forms/DPA_Form_Packet.pdf

- Information Sheet and Certification for Delegated Purchasing Authority Transactions
- Ownership Disclosure Form
- Disclosure of Investigations and Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran Form
- Source Disclosure Certification Form
- MacBride Principles Certification Form
- Affirmative Action Supplement Form
- Delegated Purchasing Authority Terms and Conditions
- Vendor Certification and Political Contribution Disclosure Form
- Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form

4.3.1 AGENCY REQUEST FOR QUOTATION FORM

Failure to comply may result in rejection of the quotation.

The Respondent shall complete and submit the AGENCY REQUEST FOR QUOTATION FORM provided with this RFQ. The form shall be signed by an authorized representative of the Respondent.

4.3.2 NO SUBCONTRACTOR CERTIFICATION

For a quotation that does NOT include the use of any Subcontractors, by signing the RFQ Signatory Page the Respondent is *automatically* certifying that:

1. In the event the award is granted to Respondent's firm and the Respondent later determines at any time during the term of the Contract to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Delegated Purchasing Authority Terms and Conditions, the Respondent will submit a Subcontractor Utilization Plan form for approval to the Judiciary Contract Manager in advance of any such engagement of Subcontractors.
2. If the contract is a small business subcontracting set-aside, the Respondent certifies that in engaging Subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.3.3 NON-COLLUSION

By submitting a quotation, the Respondent certifies as follows:

- a. The price(s) and amount of its quotation have been arrived at independently and without consultation, communication or agreement with any other Contractor, Respondent or potential Respondent.
- b. Neither the price(s) nor the amount of its quotation and neither the approximate price(s) nor approximate amount of this quotation have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before the quotation submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a quotation higher than this quotation, or to

- submit any intentionally high or noncompetitive quotation or other form of complementary quotation.
- d. The quotation of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive quotation.
 - e. The Respondent, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.3.4 SUBCONTRACTOR UTILIZATION PLAN

If the Contractor intends to utilize a Subcontractor, the Subcontractor Utilization Form (<http://www.state.nj.us/treasury/purchase/forms/SubContracting.pdf>) must be completed and submitted with the quotation.

4.4 TECHNICAL PROPOSAL

In this section, the Respondent shall describe its approach and plans for accomplishing the work outlined in **Section 3.0 Scope of Work**. The Respondent must set forth its understanding of the requirement of this RFQ and its ability to successfully complete the contract. This section of the quotation should minimally contain the information identified below.

The Respondent shall describe in detail how it shall comply with each requirement and time frame outlined in Section 3.0.

4.4.1 MANAGEMENT OVERVIEW

The Respondent shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the State that the Respondent understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should demonstrate to the State that the Respondent's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the Respondent's ability to complete the contract. The Respondent response to this section should be designed to demonstrate to the State that the Respondent's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Respondent's quotation will lead to successful contract completion.

4.4.1.1 CONTRACT MANAGEMENT

The Respondent should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the Respondent's approach to communicate with the Judiciary Project Manager including, but not limited to, status meetings, status reports, and deposit reconciliation.

4.4.1.2 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the Respondent must include as part of its quotation a mobilization and implementation plan, beginning with the date of notification of contract award of ten (10) business days or sooner.

Such mobilization and implementation plan should include the following elements:

- a. A detailed timetable for the mobilization and implementation period. This timetable should be designed to demonstrate how the Respondent will have the contract up and operational from within ten (10) days from the date of notification of award.
- b. The Respondent's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management; supervisory and key personnel that will be assigned to manage supervise and monitor the Respondent's mobilization and implementation of the contract within the period of ten (10) days from notification of contract award.

NOTE: The Respondent should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

- c. The Respondent's plan for recruitment of staff required to provide all services required by the RFQ on the contract start date at the end of the mobilization and implementation period covering ten (10) days from notification of contract award.
- d. The Respondent's plan for the purchase and distribution will include, but not be limited to equipment, inventory, supplies, materials, that will be required to fully implement the contract on the required start date.
- e. The Respondent's plan for the use of Subcontractor(s), if any, on this contract. Emphasis should be on how any Subcontractor identified will be involved in the mobilization and implementation plan.

4.4.1.3 POTENTIAL PROBLEMS

The Respondent should set forth a summary of any and all problems that the Respondent anticipates during the term of the contract. For each problem identified, the Respondent should provide its proposed solution.

4.4.1.4 ADDITIONAL SUBMITTALS

In addition to the above requirements, the Respondent **should** submit the following with its quotation:

- The contact person for the re-ordering of deposit slips;
- Sample deposit ticket
- Contact information, including, but not limited to, contact name, toll free phone number and email address, for the designated administrative personnel responsible for the following:
 - Deposit credits;
 - Invoicing;
 - Other deposit related materials;
 - Any additional items or PRICE SCHEDULE;

- Any additional items that shall be presented in the training outline ; and

In the event the Respondent does not submit the above with its quotation, they shall be submitted within 48 hours of request by the Judiciary.

4.4.1.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Respondent should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Respondent's qualifications, and capabilities to perform the services required by this RFQ. This section of the quotation must minimally contain the information identified below.

4.4.1.6 LOCATION

The Respondent should include the address of the Respondent's office where responsibility for managing the contract will take place. The Respondent should include the telephone number and name of the individual to contact.

4.4.1.7 ORGANIZATION CHARTS

a. **Contract-Specific Chart.** The Respondent should include a contract organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

B. **Chart for Entire Firm.** The Respondent should include an organization chart showing the Respondent's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Respondent's overall organizational structure.

4.4.1.8 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFQ. Resumes should include the following:

- The individual's previous experience in completing each similar contract.
- Beginning and ending dates for each similar contract.
- A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ.
- With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Respondent should provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is designated to perform. When a Respondent submits resumes pursuant to this paragraph, the Respondent shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

The Respondent should provide detailed resumes for each individual conducting training that demonstrates knowledge, ability and experience relevant to training.

4.4.1.9 BACKUP STAFF

The Respondent should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the Respondent must hire management, supervisory and/or key personnel if awarded the contract, the Respondent should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.1.10 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Respondent should provide an ample listing of contracts of similar nature for a term of not less than five (5) years and scope that it has successfully completed, as evidence of the Respondent's ability to successfully complete the services required by this RFQ. Emphasis should be placed on contracts that are similar in nature for a term not less than five (5) years and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract, the Respondent should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The Respondent should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Respondent's quotation. The Respondent must provide a detailed description of services to be provided by each Subcontractor.

4.4.1.11 FINANCIAL CAPABILITY OF THE RESPONDENT

In order to provide the Judiciary with the ability to judge the Respondent's financial capacity and capabilities to undertake and successfully complete the contract, the Respondent should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Respondent's most recent fiscal year. If certified financial statements are not available, the Respondent should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Respondent as of, and for, the periods presented in the statements. In addition, the Respondent should submit a bank reference.

If the information is not supplied with the quotation the Judiciary may still require the Respondent submit it. If the Respondent fails to comply with the request within 48 hours, the Judiciary may deem the quotation non-responsive.

A Respondent may designate specific financial information as not subject to disclosure when the Respondent has a good faith legal/factual basis for such assertion. A Respondent may submit

specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the quotation.

4.5 PRICE SCHEDULE

The Respondent must submit its pricing using the format set forth in the Judiciary supplied price schedule(s) accompanying this RFQ. Failure to submit all information required will result in the quotation being considered non-responsive. Each Respondent is required to hold its prices firm through issuance of contract.

4.5.1 METHOD OF PROVIDING QUOTATION

The Respondent must quote each price line in order to be considered for award. Failure to quote each price line may result with the quotation deemed non-responsive.

4.5.2 ACCOUNT SERVICES AND MAINTENANCE

The Respondent must submit an all-inclusive monthly rate for each of the following price lines:

Price line one (1) – All-Inclusive monthly rate to provide Account Maintenance for each established account.

Price line two (2) – All-Inclusive monthly rate for to provide Sentry Monthly Maintenance.

Price line three (3) – All-Inclusive monthly rate for Customer ID Maintenance.

Price line four (4) – All-Inclusive monthly rate for EB Account Maintenance.

Price line five (5) – All-Inclusive monthly rate for EB Report Access.

The Respondent must submit an all-inclusive individual unit price for each of the following price lines:

Price line six (6) – All-Inclusive unit price for each Cash Verification.

Price line seven (7) – All-Inclusive unit price for each Vault Cash Fee-Currency

Price line eight (8) – All-Inclusive unit price for each Vault Cash Fee-Coins

Price line nine (9) – All-Inclusive unit price for each Deposit Slip

Price line ten (10) – All-Inclusive unit price for each Check Deposit.

Price line eleven (11) – All-Inclusive unit price for each Faxed Returns.

Price line twelve (12) – All-Inclusive unit price for each Deposited Item Return.

4.5.3 ACH SERVICES

The Respondent must submit an all-inclusive unit price for the following price line:

Price line thirteen (13)-All-Inclusive unit price for each ACH Credit Received.

Price line fourteen (14)-All –Inclusive unit price for each Automated Funds Transfer.

4.5.4 WEB-BASED SERVICES

The Respondent must submit an all-inclusive price for the following price line:

Price line fifteenth (15)-All-Inclusive unit price for each Return Item Image Loaded.

Price line sixteen (16)-All-Inclusive unit price for each Return Item Image Viewed.

The Respondent must submit an all-inclusive monthly rate for each of the following price lines:

Price line seventeen (17)-All-Inclusive monthly rate for Encryption Monthly Fee.

Price line eighteen (18)-All-Inclusive monthly rate for Web-based Product Maintenance (if applicable) Monthly Fee.

The Respondent must submit an all-inclusive monthly rate for each of the following price lines:

Price line nineteen (19)-All-Inclusive monthly rate for Programming Fees (If applicable) Hour Fee

4.5.5 ALL INCLUSIVE PRICING

All pricing submitted shall be all-inclusive to include, but not be limited to, all deposit related supplies, training sessions, training materials, research requests, and any additional clerical, banking and web-based services that may be required.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFQ shall consist of this RFQ, addenda to this RFQ, the Contractor's quotation any best and final.

Unless specifically stated within this RFQ, the Special Contractual Terms and Conditions of the RFQ take precedence over the State of NJ Standard Terms and Conditions accompanying this RFQ.

In the event of a conflict between the provisions of this RFQ, including the Special Contractual Terms and Conditions and the State of NJ Delegated Purchasing Authority Terms and Conditions, and any addendum to this RFQ, the addendum shall govern.

In the event of a conflict between the provisions of this RFQ, including any addendum to this RFQ, and the Respondent's quotation, the RFQ and/or the addendum shall govern.

5.2 CONTRACT TERM/ADDITIONAL WORK/TRANSITION

The term of the contract shall be for a period of one year. The anticipated "Contract Effective Date" is on or about April 1, 2016. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Respondent agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of six (6) additional months, by mutual written consent of the Contractor and the Chief at the same terms, conditions, and pricing or rates more favorable to the State.

The Contractor shall not begin performing any additional work, tasks, subtasks, or special projects without first obtaining written approval from both the Judiciary Contract Manager and the Chief.

In the event of additional work, tasks, subtasks, and/or special projects, the Contractor must present a written proposal to perform the additional work to the Judiciary Contract Manager. If programming fees are involved in the additional work, the cost per hour will be based on Price Line 19. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

The written proposal must detail the cost necessary to complete the additional work (including, but not limited to, continuation of the existing contract during the transition period to the new contract award) in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFQ. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

No additional work and/or special project may commence without the Chief's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Chief's written approval, it shall be at the Contractor's sole risk. The State shall be under no obligation to pay for work performed without the Chief's written approval.

5.3 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the Contractor and approved by the Judiciary.

5.4 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.

5.5 SUBSTITUTION OF STAFF

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager..

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

5.6 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 3.1 of the State of NJ Delegated Purchasing Authority Terms and Conditions Terms and Conditions accompanying this RFQ.

The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the State Contract Manager for final approval. No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the State Contract Manager..

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory and other key personnel that demonstrate

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its quotation

5.7 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) Days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Respondent or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Respondent anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the quotation. Otherwise, the language in the first paragraph of this section prevails. If the Respondent identifies such intellectual property ("Background IP") in its quotation, then the Background IP owned by the Respondent on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Respondent. Upon contract award, the Respondent or Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Respondent/Contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.8 SECURITY AND CONFIDENTIALITY

5.8.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Contractor are confidential (State Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

When requested, the Contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Contractor's responsibility to ensure that any new

staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The State reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the State of New Jersey from losses resulting from Contractor employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Chief.

5.10 ADVERTISING

The Contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Chief.

5.11 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the Judiciary Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Respondent in its quotation.

5.12 CLAIMS AND REMEDIES

5.12.1 CLAIMS

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.12.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.5.12.3 Remedies for failure to comply with material contract requirements

In the event that the Contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.13 LATE DELIVERY

The Contractor must immediately advise the Judiciary Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.14 MODIFICATIONS AND CHANGES TO THE STATE OF NJ DPA TERMS AND CONDITIONS

5.14.1 INDEMNIFICATION

Section 2.2 of the DPA Terms and Conditions is supplemented with the following:

2.2 Indemnification

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

1. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under the contract caused by negligence or willful misconduct of the Contractor;
2. The Contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.2 of the DPA Terms and Conditions.

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

5.14.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the DPA Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

D. PROFESSIONAL LIABILITY INSURANCE: THE CONTRACTOR SHALL CARRY ERRORS AND OMISSIONS, PROFESSIONAL LIABILITY INSURANCE AND/OR PROFESSIONAL LIABILITY MALPRACTICE INSURANCE SUFFICIENT TO PROTECT THE CONTRACTOR FROM ANY LIABILITY ARISING OUT THE PROFESSIONAL OBLIGATIONS PERFORMED PURSUANT TO THE REQUIREMENTS OF THE CONTRACT. THE INSURANCE SHALL BE IN THE AMOUNT OF NOT LESS THAN \$5,000,000 AND IN SUCH POLICY FORMS AS SHALL BE APPROVED BY THE STATE. IF THE CONTRACTOR HAS CLAIMS-MADE COVERAGE AND SUBSEQUENTLY CHANGES CARRIERS DURING THE TERM OF THE CONTRACT, IT SHALL OBTAIN FROM ITS NEW ERRORS AND OMISSIONS, PROFESSIONAL LIABILITY INSURANCE AND/OR

Section 2.3 of the DPA Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

6.0 QUOTATION EVALUATION

6.1 RIGHT TO WAIVE

The Judiciary reserves the right to waive minor irregularities. The Judiciary also reserves the right to waive a requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive quotations failed to meet the requirement; and
- (3) in the sole discretion of the Judiciary, the failure to comply with the requirement does not materially affect the procurement or the Judiciary's interests associated with the procurement.

6.2 JUDICIARY'S RIGHT OF FINAL QUOTATION ACCEPTANCE

The Judiciary reserves the right to reject any or all quotations, or to award in whole or in part if deemed to be in the best interest of the Judiciary to do so. The Judiciary shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions consistent with N.J.S.A. 52:34-12. Tie quotations will be awarded by the Judiciary consistent with N.J.A.C. 17:12-2.10.

6.3 JUDICIARY'S RIGHT TO INSPECT RESPONDENT'S FACILITIES

The Judiciary reserves the right to inspect the Respondent's establishment before making an award, for the purposes of ascertaining whether the Respondent has the necessary facilities for performing the contract.

The Judiciary may also consult with clients of the Respondent during the evaluation of bids. Such consultation is intended to assist the Judiciary in making a contract award which is most advantageous to the Judiciary.

6.4 JUDICIARY'S RIGHT TO REQUEST FURTHER INFORMATION

The Judiciary reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the Respondent's financial capabilities to perform the contract. Further, the Judiciary reserves the right to request a Respondent to explain, in detail, how the quotation price was determined.

6.5 QUOTATION EVALUATION COMMITTEE

Quotations may be evaluated by an Evaluation Committee composed of members the Judiciary.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTATION

After the submission of quotations, unless requested by the Judiciary Contract Manager noted below, vendor contact with the Judiciary is still not permitted.

After the quotations are reviewed, one, some or all of the Respondents may be asked to clarify certain aspects of their quotations. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a quotation except to the extent that correction of apparent clerical mistakes results in a modification.

The Respondent may be required to give an oral presentation to the Judiciary concerning its quotation.

Respondents may not attend the oral presentations of their competitors.

It is within the Judiciary's discretion whether to require the Respondent to give an oral presentation or require the Respondent to submit written responses to questions regarding its quotation. Action by the State in this regard should not be construed to imply acceptance or rejection of a quotation. The Judiciary Contract Manager will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate quotations received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.7.1 TECHNICAL EVALUATION CRITERIA

- a. Personnel: The qualifications and experience of the Respondent's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The Respondent's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The Respondent's demonstration in the quotation that the Respondent understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract.

6.7.2 RESPONDENT'S PRICE SCHEDULE

For evaluation purposes, Respondents will be ranked according to the total quotation price located on the Price Sheet/Schedule accompanying this RFQ.

6.7.3 QUOTATION DISCREPANCIES

In evaluating quotations, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in

favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.7.4 EVALUATION OF THE QUOTATIONS

After the Evaluation Committee completes its evaluation, it recommends to the Chief for award the responsible Respondent(s) whose quotation, conforming to this RFQ, is most advantageous to the Judiciary, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Judiciary. The Judiciary may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Judiciary reserves the right to negotiate price reductions with the selected Respondent.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating quotations, the Judiciary may enter into negotiations with one Respondent or multiple Respondents. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Respondent or multiple Respondents. Negotiations will be structured by the Division to safeguard information and ensure that all Respondents are treated fairly.

Similarly, the Division may invite one Respondent or multiple Respondent to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Respondent's original quotation will be rejected as non-responsive and the State will revert to consideration and evaluation of the Respondent's original pricing.

The Respondent is advised to submit its best technical and price quotation in response to this RFQ since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Respondent.

All contacts, records of initial evaluations, any correspondence with Respondents related to any request for clarification, negotiation or BAFO, any revised technical and/or price quotations, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

6.9 COMPLAINTS

A Respondent with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFQ may be bypassed for an award issued as a result of this RFQ.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008)

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFQ, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the State Treasurer.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFQ. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE RESPONDENT.

If any of the services cannot be performed within the United States, the Respondent shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Respondent to form the basis

of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

Director and the Treasurer.

7.1.2 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.3 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Respondent and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue and Enterprise Services prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFQ for further information.)

7.2 FINAL CONTRACT AWARD

Contract award shall be made with reasonable promptness by written notice to that responsible Respondent whose quotation, conforming to this RFQ, is most advantageous to the Judiciary price, and other factors considered. Any or all quotations may be rejected when the State Treasurer or the Judiciary determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The Contractor shall provide the Judiciary with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 2.3 of the State of NJ Delegated Purchasing Authority Terms and Conditions. Modifications and Changes to the State of NJ DPA Terms and Conditions

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008)

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the

Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFQ, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the State Treasurer.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFQ. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE RESPONDENT.

If any of the services cannot be performed within the United States, the Respondent shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Respondent to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the Contractor or Subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The Judiciary Contract Manager is the Judiciary employee responsible for the overall management and administration of the contract.

The Judiciary Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 JUDICIARY CONTRACT MANAGER RESPONSIBILITIES

The Judiciary Contract Manager will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables. The Judiciary Contract Manager is the person that the Contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The Judiciary Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the Judiciary Contract Manager's Department.

ATTACHMENT 1

ACCOUNT CURR CODE	TITLE	BALANCE	AVERAGE MONTH-TO-DATE	AVERAGE YEAR-TO-DATE
CHILD				
USD	LAST UPDATED ON 08/02/2014 AT 02:10:22 ET			
OPENING LEDGER		169,474.08	.00	.00
CLOSING LEDGER		191,738.90	191,738.90	.00
OPENING AVAILABLE		191,738.90	.00	.00
CLOSING AVAILABLE		191,738.90	191,738.90	.00

CREDITS:				
TOT OTHER CHEC DEPS		191,738.90	.00	.00
TOT CDTS (0)		191,738.90	.00	.00

DEBITS:				
TOT OUT MONEY TRF		169,474.08	.00	.00
TOT DBTS (0)		169,474.08	.00	.00

ACCOUNT CURR CODE	TITLE	BALANCE	AVERAGE MONTH-TO-DATE	AVERAGE YEAR-TO-DATE
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CIVIL				
USD	LAST UPDATED ON 08/02/2014 AT 02:10:22 ET			
OPENING LEDGER		110,025.15	.00	.00
CLOSING LEDGER		113,016.72	113,016.72	.00
OPENING AVAILABLE		112,439.63	.00	.00
CLOSING AVAILABLE		80,005.00	80,005.00	.00
1-DAY FLOAT		32,434.63	.00	.00
2 + DAYS FLOAT		577.09	.00	.00
TYPE CODE 901		32,183.93	.00	.00
TYPE CODE 902		577.09	.00	.00

CREDITS:				
TOT OTHER CHEC DEPS		43,412.57	.00	.00
TOT CDTS (0)		43,412.57	.00	.00

DEBITS:				
TOT OUT MONEY TRF		40,356.00	.00	.00
TOT DEP ITEMS RTRND		65.00	.00	.00
TOT DBTS (0)		40,421.00	.00	.00

ACCOUNT CURR CODE	TITLE	BALANCE	AVERAGE MONTH-TO-DATE	AVERAGE YEAR-TO-DATE
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BAIL				
USD	LAST UPDATED ON 08/02/2014 AT 02:10:22 ET			
OPENING LEDGER		125,290.28	.00	.00
CLOSING LEDGER		90,373.78	90,373.78	.00
OPENING AVAILABLE		89,957.28	.00	.00
CLOSING AVAILABLE		42,724.98	42,724.98	.00
1-DAY FLOAT		47,232.30	.00	.00
2 + DAYS FLOAT		416.50	.00	.00

ATTACHMENT 2

ACCOUNT CURR CODE	TITLE	BALANCE	AVERAGE MONTH-TO-DATE	AVERAGE YEAR-TO-DATE
PROBATN				
USD	LAST UPDATED ON 08/02/2014 AT 02:10:22 ET			
	OPENING LEDGER	107,555.39	.00	.00
	CLOSING LEDGER	173,725.59	173,725.59	.00
	OPENING AVAILABLE	172,793.82	.00	.00
	CLOSING AVAILABLE	124,207.49	124,207.49	.00
	1-DAY FLOAT	48,586.33	.00	.00
	2 + DAYS FLOAT	931.77	.00	.00
	TYPE CODE 901	45,828.29	.00	.00
	TYPE CODE 902	931.77	.00	.00

CREDITS:

TITLE/REFERENCE NBR	BALANCE	AVAILABILITY IN		USD 000
		IMMEDIATE	ONE DAY	TWO DAY
*RE-PRESENTED CHECK	165.00	0	0	0
LOC 164101				
REPRESENTED CHECK DEPOSIT				
*CHECK DEPOSIT PACKA	8,414.00	0	0	0
LOC 114101				
DEPOSIT LOCATION, ITEM COUNT 00018				
*CHECK DEPOSIT PACKA	8,243.00	0	0	0
LOC 024101				
CASH DEPOSIT				
*CHECK DEPOSIT PACKA	6,767.00	0	0	0
LOC 074101				
DEPOSIT LOCATION, ITEM COUNT 00023				
*CHECK DEPOSIT PACKA	6,559.47	0	0	0
LOC 074101				
CASH DEPOSIT				
*CHECK DEPOSIT PACKA	5,852.00	0	0	0
LOC 164101				
CASH DEPOSIT				
*CHECK DEPOSIT PACKA	5,729.00	0	0	0
LOC 134101				
CASH DEPOSIT				
*CHECK DEPOSIT PACKA	4,591.00	0	0	0
LOC 144101				
DEPOSIT LOCATION, ITEM COUNT 00033				
*CHECK DEPOSIT PACKA	4,283.50	0	0	0
LOC 204101				
DEPOSIT LOCATION, ITEM COUNT 00064				
*CHECK DEPOSIT PACKA	3,849.03	0	0	0
LOC 044101				
DEPOSIT LOCATION, ITEM COUNT 00014				
*CHECK DEPOSIT PACKA	2,994.03	0	0	0
LOC 204101				
DEPOSIT LOCATION, ITEM COUNT 00014				
*CHECK DEPOSIT PACKA	2,610.00	0	0	0
LOC 214101				
CASH DEPOSIT				
*CHECK DEPOSIT PACKA	2,513.00	0	0	0
LOC 024101				

ATTACHMENT 3

BNK0130 - BANK REPORTING

Monthly Deposits (County within Fund) for June, 2014

Account Number
 Account Name Bail
 Agency Fund 737

Date	Atlantic			Total	Code	Description
	Cash	Check	Other			
2014-06-03	\$0.00	\$9,100.00	\$0.00	\$9,100.00	154	
2014-06-03	\$0.00	\$9,100.00	\$0.00	\$9,100.00		
2014-06-04	\$0.00	\$1,875.00	\$0.00	\$1,875.00	154	
2014-06-04	\$0.00	\$1,875.00	\$0.00	\$1,875.00		
2014-06-10	\$0.00	\$18,120.00	\$0.00	\$18,120.00	154	
2014-06-10	\$0.00	\$18,120.00	\$0.00	\$18,120.00		
2014-06-11	\$0.00	\$1,393.06	\$0.00	\$1,393.06	154	
2014-06-11	\$0.00	\$1,393.06	\$0.00	\$1,393.06		
2014-06-12	\$0.00	\$5,240.00	\$0.00	\$5,240.00	154	
2014-06-12	\$0.00	\$5,240.00	\$0.00	\$5,240.00		
2014-06-17	\$0.00	\$5,960.00	\$0.00	\$5,960.00	154	
2014-06-17	\$0.00	\$5,960.00	\$0.00	\$5,960.00		
2014-06-19	\$0.00	\$10,450.00	\$0.00	\$10,450.00	154	
2014-06-19	\$0.00	\$10,450.00	\$0.00	\$10,450.00		
2014-06-23	\$0.00	\$60.00	\$0.00	\$60.00	154	
2014-06-23	\$0.00	\$60.00	\$0.00	\$60.00		
2014-06-24	\$0.00	\$3,580.00	\$0.00	\$3,580.00	154	
2014-06-24	\$0.00	\$3,580.00	\$0.00	\$3,580.00		
2014-06-26	\$0.00	\$330.00	\$0.00	\$330.00	154	
	\$0.00	\$375.00	\$0.00	\$375.00	154	
2014-06-26	\$0.00	\$705.00	\$0.00	\$705.00		
2014-06-30	\$0.00	\$1,910.00	\$0.00	\$1,910.00	154	
2014-06-30	\$0.00	\$1,910.00	\$0.00	\$1,910.00		
County Totals:	\$0.00	\$58,393.06	\$0.00	\$58,393.06		

ATTACHMENT 4

BNK0105 - BANK REPORTING

Debits Detail from 2014-06-01 to 2014-06-30

Appellate

Date	Type	Ext	Cnty	Description	Amount
2014-06-02	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$1,180.00
Daily Total:					\$1,180.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-03	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$590.00
Daily Total:					\$590.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-04	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$885.00
Daily Total:					\$885.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-05	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$590.00
Daily Total:					\$590.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-06	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$1,180.00
Daily Total:					\$1,180.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-09	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$295.00
	RETURNED DEPOSI	084	22	REPRESENTED CHECKS LOC 00220801	\$200.00
Daily Total:					\$495.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-10	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$590.00
Daily Total:					\$590.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-11	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$590.00
Daily Total:					\$590.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-12	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$590.00
	RETURNED DEPOSI	074	22	DEPOSITED CHK RETURN LOC 00220801	\$200.00
Daily Total:					\$790.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-13	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$590.00
Daily Total:					\$590.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-16	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$295.00
Daily Total:					\$295.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-18	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$590.00
Daily Total:					\$590.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-19	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$885.00
Daily Total:					\$885.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-23	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$1,475.00
Daily Total:					\$1,475.00
Date	Type	Ext	Cnty	Description	Amount
2014-06-25	FEDWIRE TRANSFE	085		BEN:PNC BANK APPELLATE	\$295.00
	FEDWIRE TRANSFE	085		BEN:STATE OF NJ GENERAL FUND	\$140.00
	FEDWIRE TRANSFE	085		BEN:STATE OF NJ GENERAL FUND	\$41,180.95
Daily Total:					\$41,615.95
Account Total:					\$52,340.95

ATTACHMENT 5

1.1.1.1.1 File Layout

Field Name	Position	Length	Type C-Char D-Date N- Number	Format / Default Value	Description
HEADER					
FILLER	1-29	29	C		Filler
CREATION_DATE	30-37	8	D	CCYY-MM-DD	Creation Date
FILLER	38-373	336	C		Filler
DETAIL					
NO_ACCOUNT	1-10	10	C		Account Number
ACCOUNT_TEXT	11-11	1	C		Account Extension
CD_DEBIT_OR_CREDIT	12-12	1	C		Code for Debit or Credit
CD_EXT_TRANS	13-15	3	C		External Transaction
CD_INT_TRANS	16-18	3	C		Internal Transaction
DATE	19-28	10	D	CCYY-MM-DD	Date of the Transaction
AMOUNT	29-43	15	C		Amount
LOCATION_BUFFER	44-47	4	C		Location Buffer
CD_COUNTY	48-49	2	C		County code
CD_FUNCTION	50-51	2	C		Function code
LOCATION_FILTER	52-53	2	C		Location Filter
SHORT_DESCRIPTION	54-68	15	C		Short Description
NO_SEQUENCE	69-84	16	C		Sequence Number
LONG_DESCRIPTION	85-338	254	C		Long Description
ITEM_COUNT	339-342	4	C		Item count
FILLER	343-373	31	C		Filler
TRAILER					
FILLER	1-373	373	C		Filler



State of New Jersey

Office of Information Technology
P.O. Box 212
Trenton, New Jersey 08625-0212

Chris Christie
Governor

E. Steven Emmanuel
Chief Information/Technology Officer

File Transfer Guide
As of January 30, 2012

The following protocols are supported by The State of New Jersey:

HTTPS:

- Must support 128bit SSL 3.0 or higher based connections
- The State does not support customers automating HTTPS sessions

SFTP (SSH File Transfer Protocol):

- SFTP client/server must be compatible with OpenSSH
- SSH2 or greater versions supported

FTPS (explicit FTPS over TLS):

- SecureFTP client/server must support RFC2228
- Currently available only to SONJ hosted resources

The following communications and method of transmission are supported by The State of New Jersey:

- SFTP (SSH File Transfer Program)
- FTPS (FTP over TLS)
- Virtual Private Network (VPN), Encryption (IPSEC)
- SAFE / Data Motion, Encryption (SSL)
- Connect:Direct Secure+
- CyberFusion
- Private Dedicated Line

Any of the above may result in additional costs (license, hardware, software, etc.).

ATTACHMENT 8

Historical Deposit Data - FY2014 07/01/2013 - 06/30/2014

00 - Central Office*	\$ 375,211,205.26
01 - Atlantic	\$ 7,955,634.77
02 - Bergen	\$ 16,758,644.11
03 - Burlington	\$ 6,985,599.38
04 - Camden	\$ 9,642,031.48
05 - Cape May	\$ 2,371,777.67
06 - Cumberland	\$ 4,757,757.12
07 - Essex	\$ 16,485,124.19
08 - Gloucester	\$ 4,531,514.17
09 - Hudson	\$ 16,076,744.59
10 - Hunterdon	\$ 1,673,448.03
11 - Mercer	\$ 7,361,591.88
12 - Middlesex	\$ 12,890,669.73
13 - Monmouth	\$ 13,527,208.45
14 - Morris	\$ 6,160,051.47
15 - Ocean	\$ 10,918,607.89
16 - Passaic	\$ 12,502,243.85
17 - Salem	\$ 1,321,288.70
18 - Somerset	\$ 4,264,651.07
19 - Sussex	\$ 2,322,781.39
20 - Union	\$ 10,863,558.86
21 - Warren	\$ 1,507,478.40
Grand Totals	\$ 546,089,612.46

* includes transfers from the Division of Investments for funding purposes

ATTACHMENT 10

Location #	**Service Location	**Address	Address Line 2	City	State	**Service Branch
84101	SUPERIOR COURT	1893 HURFVILLE RD	FIVE POINTS PLAZA	DEPTFORD	NJ	140-83 RUNNEMEDE
14201	SUPERIOR COURT	1201 BACHARACH BLVD.	P/U POINT AS OF 2/3/03	ATLANTIC CITY	NJ	140-83 RUNNEMEDE
14202	SUPERIOR COURT	4997 UNAMI BLVD	ATLANTIC-CHILD SUPPORT	MAYS LANDING	NJ	140-83 RUNNEMEDE
64101	SUPERIOR COURT	BROAD & FAYETTE STREETS	CUMBERLAND - PROBATION	BRIDGETON	NJ	140-83 RUNNEMEDE
54101	SUPERIOR COURT	9 NORTH MAIN STREET	CAPE MAY - PROBATION	CAPE MAY	NJ	140-83 RUNNEMEDE
81001	SUPERIOR COURT	70 Hunter St 1st Floor	Fin Div Justice Complex	Woodbury	NJ	140-83 RUNNEMEDE
174101	SUPERIOR COURT	85 MARKET STREET	SALEM - PROBATION	SALEM	NJ	140-83 RUNNEMEDE
34101	SUPERIOR COURT	49 RANCOCAS ROAD	BURLINGTON - PROBATION	MOUNT HOLLY	NJ	140-83 RUNNEMEDE
44101	SUPERIOR COURT	6 Executive Campus/Ste400	CAMDEN - PROBATION	Cherry Hill	NJ	140-83 RUNNEMEDE
41001	SUPERIOR COURT	101 SOUTH 5TH STREET	ROOM 151-SPECIAL CIVIL	CAMDEN	NJ	140-83 RUNNEMEDE
42001	SUPERIOR COURT	101 SOUTH 5TH STREET	CAMDEN - BAIL	CAMDEN	NJ	140-83 RUNNEMEDE
1951	Superior Court 1951	5 Executive Campus	Route 70 Suite 200	Cherry Hill	NJ	140-83 RUNNEMEDE
122001	SUPERIOR COURT	ONE JFK SQUARE	FINANCE OFFICE/BASEMENT	NEW BRUNSWICK	NJ	140-85 EDISON
114101	SUPERIOR COURT	175 SOUTH BROAD STREET	MERCER - PROBATION	TRENTON	NJ	140-85 EDISON
104101	SUPERIOR COURT	65 PARK AVENUE	HUNTERDON - PROBATION	FLEMINGTON	NJ	140-85 EDISON
123001	SUPERIOR COURT	120 NEW STREET	4TH FLOOR	NEW BRUNSWICK	NJ	140-85 EDISON
224301	SUPERIOR COURT	171 JERSEY STREET	HUGHES - PROBATION	TRENTON	NJ	140-85 EDISON
134101	SUPERIOR COURT	71 MONUMENT PARK	MONMOUTH - PROBATION	FREEHOLD	NJ	140-85 EDISON
135201	SUPERIOR COURT	2407 ROUTE 66	MONMOUTH COUNTY PROBATION	OCEAN	NJ	140-85 EDISON
152001	SUPERIOR COURT	120 HOOPER AVENUE	OCEAN - BAIL	TOMS RIVER	NJ	140-85 EDISON
154101	SUPERIOR COURT	213 WASHINGTON STREET	OCEAN - PROBATION	TOMS RIVER	NJ	140-85 EDISON
225001	SUPERIOR COURT	25 MARKET ST /8th Floor	HUGHES COMPLES/NORTHWING	TRENTON	NJ	140-85 EDISON
184101	SUPERIOR COURT	20 NORTH BRIDGE STREET	SOMERSET - PROBATION	SOMERVILLE	NJ	140-85 EDISON
124201	Superior Court 124201	189 New Street	3rd Floor	New Brunswick	NJ	140-85 EDISON
90701	Superior Court 090701	595 Newark Avenue	Room 105	Jersey City	NJ	140-85 EDISON
203001	Superior Court 203001	2 Broad Street 3rd Floor		Elizabeth	NJ	140-85 EDISON
202001	Superior Court 202001	2 Broad Street		Elizabeth	NJ	140-85 EDISON
204101	Superior Court 204101	1141 E Jersey St 1st Fl.		Elizabeth	NJ	140-85 EDISON
130003	Superior Court 130003	30 Mechanic St	Monmouth Cty Probation	Freehold	NJ	140-85 EDISON

72201	Superior Court 72201	60 EVERGREEN PL		EAST ORANGE	NJ	280-50 Fairfield
144101	Superior Court 144101	8 Ann St Room 435 4th Fl		Morristown	NJ	280-50 Fairfield
23301	Superior Court 23301	10 Main St Room 119		Hackensack	NJ	280-50 Fairfield
74201	Superior Court 74201	212 Washington Street		Newark	NJ	280-50 Fairfield
194101	Superior Court 194101	43-47 High Street		Newton	NJ	280-50 Fairfield
70701	Superior Court 70701	50 West Market Street		Newark	NJ	280-50 Fairfield
24101	Superior Court 24101	133 River Street		Hackensack	NJ	280-50 Fairfield
214101	Superior Court 214101	413 Second Street		Belvidere	NJ	280-50 Fairfield
144001	Superior Court 144001	43 John Street		Morristown	NJ	280-50 Fairfield
164101	Superior Court 164101	77 Hamilton Street		Paterson	NJ	280-50 Fairfield



State of New Jersey

OFFICE OF THE STATE TREASURER
P.O. BOX 002
TRENTON, NJ 08625-002

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

February 23, 2015

Policy Statement:

Collateralization Requirements for State Held Deposits

State policy for collateralizing State accounts in order to comply with New Jersey Statute 52:18-16.1 for accounts directly under the control of the State Treasurer is as follows:

If the average aggregate daily balance of all State of New Jersey accounts held within any one financial institution is less than \$15,000,000, the amount of collateral required will be 100% coverage of the average aggregate daily balance of the preceding month. Collateral to be pledged will be securities and/or obligations as enumerated in paragraphs I and II.

If the average aggregate daily balance of all State of New Jersey accounts held within any one financial institution is greater than or equal to \$15,000,000, the amount of collateral required will be 120% coverage of the average aggregate daily balance during each calendar quarter. (In other words, the amount of collateral required for April, May and June will be based on the average aggregate daily balances of January, February and March.) Collateral to be pledged will be securities and/or obligations as enumerated in paragraphs I through V.

Qualified Securities and/or Obligations

The State relies on each bank to select, within the framework of the general outline of acceptable collateral, securities with sufficient value to cover the average aggregate daily balance. Collateral requirements are net of the amounts covered by the Federal Deposit Insurance Corporation or any other federal agency which insures deposits made in state or national banks or savings and loan associations.

The following securities and/or obligations will be acceptable as collateral for securing balances of all accounts directly under the control of the State Treasurer:

- I. Direct Obligations of/or guaranteed by the United States including:
 - U.S. Treasury Bills, Bonds, and Notes
 - Federal Home Loan Banks
 - Federal Home Loan Mortgage Corporation
 - Federal National Mortgage Association
 - Government National Mortgage Association
 - Resolution Funding Corporation

- II. Direct Obligations of/or guaranteed by the State of New Jersey


- III. General Obligation Bonds issued by:
- New Jersey School Districts
 - New Jersey Counties
 - New Jersey Municipalities
- IV. Direct General Obligation Bonds and Notes issued by the following New Jersey Authorities or Universities:
- Garden State Preservation Trust
 - New Jersey Building Authority
 - New Jersey Sports and Exposition Authority
 - New Jersey Transit Corporation
 - New Jersey Transportation Trust Authority
 - Rutgers, The State University of New Jersey
- V. Direct General Obligation Bonds and Notes issued by the New Jersey Educational Facilities Authority for the following Universities and Colleges:
- The College of New Jersey
 - Kean University
 - Montclair State University
 - New Jersey City University
 - New Jersey Institute of Technology
 - The William Patterson University of New Jersey
 - Ramapo College of New Jersey
 - Rowan University
 - The Richard Stockton College of New Jersey

Securities and/or obligations used for collateral are to be valued at the lower of cost or market value. A certification from the custodian bank must be sent to the Office of Management and Budget, P.O. Box 221, Trenton, New Jersey 08625, at a minimum of every three months for all collateral held.

No bank shall be permitted to hold securities, of the kind hereinbefore described, as security for public moneys on deposit in the same bank.

For the accounts under the control of the State Treasurer, approval by the Treasurer or the Treasurer's designee is required prior to any release or change of any collateral pledged, except for "like kind" exchanges.

If you have any questions concerning the above, please contact Leslie A. Notor, Accounting Manager at 609-292-5040.



Andrew P. Sidamon-Eristoff
State Treasurer



State of New Jersey Judiciary



AGENCY REQUEST FOR QUOTE

VENDOR NAME AND ADDRESS:	RETURN THIS PROPOSAL TO: Administrative Office of the Courts Purchase & Property Unit ADDRESS: Hughes Justice Complex 8 th Floor North 25 West Market Street Trenton, NJ 08625-0985 or AOCRFQ.Mailbox@Judiciary.State.NJ.US	DELIVER GOODS/SERVICES TO: NJ Judiciary Banking and Cash Management 25 W Market St. 6th Floor – North Wing Trenton, NJ 08625
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NOTE: THIS PROPOSAL MUST BE RETURNED ON OR BEFORE: 2/28/16, by 2PM	AGENCY PERSON TO CONTACT: Matthew Rocco PHONE NO: 609-984-3703
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FISCAL YEAR 2016	ACCOUNT NUMBER	AGENCY REF. NO.	COMMODITY CODE NO.
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IMPORTANT INSTRUCTIONS TO RESPONDENTS: Read the entire RFQ proposal, terms and conditions, and specifications. Fill in all information requested below. Upon completion, this proposal must be signed and returned to the address shown above. Unsigned proposals will not be considered

ITEM NO.	QUANTITY	UNIT	DESCRIPTION (ALL ITEMS MUST BE DELIVERED F.O.B. DESTINATION)	UNIT PRICE	AMOUNT
			RFQ-Depository Banking Services-Judiciary- Response and Executed DPA Forms	N/A	N/A
			Complete Exhibit 1 - Price Schedule	N/A	N/A

• PRICES ARE FIRM UNTIL THE FOLLOWING DATE: _____ Contract Term _____	• TOTAL: \$ _____ N/A
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CASH DISCOUNT	DATE OF DELIVERY	VENDOR'S FEDERAL I.D. NUMBER	VENDOR'S TELEPHONE NO. FAX NO.:
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VENDOR'S SIGNATURE (*Must Be Signed*):

PRINT OR TYPE NAME BELOW:

DATE: