# **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: Disbursement Banking Services-Judiciary

Respondent's Electronic Question Due Date: 02/11/2016 by 2:00 PM (Refer to <u>RFQ Section 1.3.1</u> for more information.)

Quotation Submission Date: 02/19/2016 by 2:00 PM (Refer to <u>RFQ Section 1.3.2</u> 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 Purchase and Property Unit. The purpose of this RFQ is to solicit quotations from qualified New Jersey banks to perform disbursement 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 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 check disbursement services and Automated Clearinghouse Association (ACH) services. These services include, but are not limited to, check encashment, ACH file processing, and automated bank account reconciliation. As defined in this RFQ, the respondent must work in conjunction with the Judiciary's current bank to ensure a timely and accurate transition for the following eleven (11) functions:

- 1. <u>Probation:</u> Controlled Disbursement Account (CDA), Positive Pay;
- 2. <u>Bail</u>: CDA, Positive Pay;
- 3. <u>Special Civil</u>: CDA, Positive Pay;
- 4. <u>Superior Court Trust Fund</u>: CDA, Positive Pay;
- 5. Judiciary Appellate: CDA, Positive Pay;
- 6. Judiciary Attorney Collateral: CDA, Positive Pay;
- 7. <u>Supreme Court</u>: CDA, Positive Pay;
- 8. <u>MCLE</u>: CDA, Positive Pay;
- 9. Judiciary Attorney Collateral: ACH debit/credit; and
- 10. Judicary Automated Traffic System: ACH debit/credit.
- 11. <u>NJ Lawyers Fund</u>: ACH debit/credit.

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:

#### AOCRFQ.Mailbox@Judiciary.State.NJ.US

The subject line of the e-mail should include the following: RFQ- Disbursement 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. <u>ANY QUOTATION NOT</u> <u>RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE</u> <u>DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS</u> <u>FOLLOWS:</u>

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

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:

AOCRFQ.Mailbox@Judiciary.State.NJ.US

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

Note: If the quotations are submitted to <u>AOCRFQ.Mailbox@Judiciary.State.NJ.US</u>, 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 <u>N.J.A.C</u>. 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.

**Evaluation Committee –** A committee established 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

**Account Reconciliation Program (ARP)** - A contractor bank service by which the bank performs monthly reconciliation of the accounts and provides reports to the Judiciary, which summarize and detail checks issued, checks paid, and all other check activity impacting the state's bank account. (note: The Judiciary's ARP requirements are shown in **Exhibit K**).

**Automated Clearing House (ACH)** – A clearing and settlement system used for the interchange of electronic debits and credits between banks/financial institutions.

**ACH Credit** – A transaction through the ACH Network originated to pay a receiver (deposit into an account). It can be any Direct deposits and vendor payments.

**ACH Debit** – A transaction through the ACH Network originated to remove funds from the receiver (withdrawal from an account). It can be any electronic payments.

**ACH Pre-notification (PRENOTE)** – Vendor may determine to send a Pre-note (zero dollar) transaction through the ACH network. If a Pre-note transaction is sent, there must be atleast a six (6) banking day lag before a live transaction can be initiated.

**Compensating Balance** – A portion of the Judiciary's checking account balance as determined by the vendor bank which serves as a part of the contractor's calculation for balance compensation that can be used to pay the vendor bank for the services provided under the contract.

**Electronic Funds Transfer System (EFTS)** – An EFTS payment is also known as a electronic personal check, or a ACH transfer. An EFT is the electronic exchange/transfer of money from one account to another, either within a single financial institution or across multiple institutions, through computer-based systems.

**MICR Number-** is on the bottom of all checks. It includes the 9 digit routing number for the bank, your personal account number and the check number. After the check is paid the amount also gets encoded on the bottom right hand corner.

**National Automated Clearing House Association (NACHA)** – A trade group which promotes uniform rules and standards for the Automated Clearing House (ACH).

**New Jersey Division of Archives and Records Management (NJDARM)** - This division stores/maintains records for state and local agencies of New Jersey.

**Positive Pay** – A contractor bank service by which the bank compares the Judiciary's record of checks issued to checks presented for payment and in turn refers/communicates suspect checks to the Judiciary before paying the suspect item.

"**Preferred Status**" accounts – An account credit line that shall cover any potential daylight or overnight overdrafts without penalty or additional charge to the State, and honor all checks presented for payment and all files presented for processing regardless of the current balance in the account(s).

**Stale Dated Check** - A check that is presented to a bank/financial institution after the Void Stipulation Period printed on the face of the check.

**VOID Stipulation Period** – Shown on the face of the check; specifies the number of days after the issue date that the check is void and should no longer be honored by the bank/financial institution.

**WEB** – A code for electronic authorization. A type of ACH transaction.

**WEB Standard Entry Class (SEC) Code** – The WEB SEC Code is used for the origination of debit entries (either Single or Recurring Entry) to a consumer's account pursuant to an authorization that is obtained from the Receiver via the Internet.

**Wire Transfer** – Wire transfer, or credit transfer, is a method of electronic funds transferring from one entity to another. It can be a transfer or cash at a cash office or through a international banking network. Wire transfer systems are intended to provide more individualized transactions than bulk payment systems such as ACH. ACH transfers differ from wire transfer in that the recipient can initiate it.

# 3.0 SCOPE OF WORK

The State of New Jersey Judiciary is seeking a Contractor to provide check disbursement services and Automated Clearinghouse Association (ACH) services. These services shall include but not be limited to check encashment, ACH file processing and automated bank account reconciliation.

# 3.1 GENERAL REQUIREMENTS

The Contractor shall be a nationally chartered bank with locations in New Jersey, in accordance with N.J.S.A. 52:18A-8.1 - <u>Fiscal Agent or Custodian for Funds and Other Asset Agreements</u> <u>Providing Disbursement Services</u>. The Contractor shall be authorized by federal and New Jersey state law governing all services to be awarded.

The Contractor should have a strong presence throughout the State of New Jersey to service Judiciary customers statewide.

The Contractor shall be a member of the National Automated Clearinghouse Association (NACHA) and be in compliance with all rules and regulations set forth by the NACHA and local ACH association(s) and ACH operators.

The Contractor shall be a member of the Federal Reserve direct wire system.

The Contractor shall comply with the Policy Statement: Collateralization Requirements For State Held Deposits, as stated in **Exhibit A.** 

The Contractor shall comply with and sign the State's Security Agreement attached as Exhibit B.

All file layouts included in this RFQ document are included by way of example and not limitation; for illustrative purposes only. Additional file elements may be required by the State. File layout changes may require additional programming by the Contractor. The Contractor shall be required to work with the State to ensure fully functioning file transfers.

The Contractor must provide account maintenance services and website maintenance

The Contractor must provide programing services for customized reporting and special projects as requested by the State.

The Contractor shall accept incoming wire transfers.

#### 3.2 DISBURSEMENT ACCOUNT REQUIREMENTS

At the request of the Judiciary, the Contractor shall have the following ten (11) accounts established at the start of the contract.

- 1. Probation Controlled Disbursement Account (CDA), Positive Pay;
- 2. Bail CDA, Positive Pay;
- 3. Special Civil CDA, Positive Pay;
- 4. Superior Court Trust Fund CDA, Positive Pay;
- 5. Judiciary Appellate CDA, Positive Pay;
- 6. Judiciary Attorney Collateral CDA, Positive Pay;
- 7. Supreme Court CDA, Positive Pay;
- 8. MCLE CDA, Positive Pay;
- 9. Judiciary Attorney Collateral ACH debit/credit; and

#### 10. Judiciary Automated Traffic System – ACH debit/credit

11. NJ Lawyers Fund – ACH debit/credit.

**Exhibit C** Judiciary Account Disbursement Summary is included by way of example and not limitation; for illustrative purposes only.

The Contractor shall establish all accounts to be protected against unauthorized debit activity. The State reserves the right to close accounts, consolidate existing accounts or establish additional accounts as needed during the contract term.

The Contractor shall accommodate the following Judiciary's check numbering convention, unless otherwise specified by the Judiciary.

• The first two (2) digits of the Magnetic Ink Character Recognition (MICR) check number shall identify the county (01 through 22), except where the Judiciary designates. Using the first two digits of the check number the Contractor shall identify the county initiating the check on all of its systems used to track Judiciary disbursements and in all of its reporting and reconciliations.

# 3.2.1 ACCOUNT SERVICE REQUIREMENTS

The Contractor shall provide the following account services including but not limited to:

- a. Automated account reconciliation and related reporting (some reports need to be customized to accommodate tracking county level disbursements)
- b. Internet based system for stop payments, cancels, voids, issues, check copy requests, inquiries and related reports
- c. Positive pay services including the necessary file transfers between the Contractor and the Judiciary, stale date service and forgery service
- d. Controlled disbursement services including file transfer and internet based reporting system
- e. ACH services (debit and credit) including necessary file transfers between the Contractor and the Judiciary and Internet based ACH processing system
- f. Statewide check cashing services
- g. Customer service contact for general inquiries including reconciliation issues
- h. VP level contact for contract issues
- i. Automated daily balance reporting in the Bank Administration Institute version 2 (BAI2) format;

The Contractor shall establish the accounts as "Preferred Status" accounts; that is, to establish a credit line that shall be sufficient to cover any potential daylight or overnight overdrafts without penalty or additional charge to the State. All checks presented for payment and all files presented for processing, regardless of the current balance in the account(s), must be honored. For example, on a non-bank holiday where the State is closed and the bank is open, the Contractor must honor items presented with full on-line Positive Pay services available. The Judiciary will cover all resulting overdrafts the next Judiciary business day.

The Contractor shall not charge ANY fees for the cashing of check(s).

# 3.2.2 ACCOUNT TRANSMISSION REQUIREMENTS

The Contractor shall accept and process void, stop and issue information daily, weekly, and monthly. The Contractor shall receive an issue file from the State with file totals included. The Contractor shall receive the void and/or stop information from the State which shall be included on the issue file or a separate file. The Contractor shall process voids and/or stops so that the void and/or stop are in effect as soon as the request is received by the bank, whether the stop/void is received by the bank manually or electronically.

The Contractor shall not charge a fee for stops and voids done via file transfer.

**Exhibit D** Daily Check Voids File Layout is included by way of example and not limitation; for illustrative purposes only.

The Contractor shall provide a daily/weekly/monthly file to be used to update the State's system as to the status of each check issue (void, stopped, paid, etc.). The output on the file shall represent the <u>final disposition</u> of the issue on the day of the transmission. These transmissions shall be submitted per the State's pre-determined schedule. The State's pre-determined schedule is subject to change. This file shall be uploaded to the State's systems.

**Exhibit E** File Layout Positive pay Check Issue File Daily is included by way of example and not limitation; for illustrative purposes only.

The Contractor shall immediately notify the State's Technical Group in the event of:

- a. Transmission failure; and
- b. Inability to receive or transmit required files in accordance to the State's pre-determined schedule.

**Exhibit F** File Structure is included by way of example and not limitation; for illustrative purposes only. The File Structure lists the elements required for a standard NACHA formatted ACH file.

The Contractor shall establish a secure dedicated line for all electronic transmissions and shall provide for an electronic file transfer of the check issue and status information.

A transmission output file will be generated by the State containing the check issue information. The Contractor's system shall be compatible with the State's systems and must receive the issue information to update the bank's database. A backup file will be kept by the State for seven (7) working days for use in the event of a faulty or failed transmission. All files shall remain the property of the State.

The Contractor shall transmit and receive files via all protocols listed in **Exhibit G** File Transfer Guide.

The Contractor must also provide a method of transmitting issue, void and stop files through an Internet based application accepting minimally a CSV (delimited) file layout. The transmission of the file must require dual approval through the Internet based application before the file is added to the bank's database. Related reporting of individual issues transmitted and verification of successful file transmission to the bank for process is also required. Timing of the effect of voids and stops shall remain the same as when transmitted via Secure File Transfer Protocol (SFTP).

The Contractor shall establish a <u>Judiciary Automated Traffic System ACH process</u>, via an Internet-based ACH application from which the Judiciary will issue a once a month, ACH debits

for the 500 plus municipal courts. Within a few days after receiving the credits in the account, the Judiciary will initiate one (1) ACH credit transaction for the total amount collected to the State's working bank.

# 3.3 CHECK SERVICES

# **3.3.1 CHECK CASHING REQUIREMENTS**

The Contractor shall provide statewide check cashing service for recipients of State of New Jersey Judiciary issued checks.

The Contractor shall not cash a check if any one (1) or more of the following conditions exist:

- a. Postdated check;
- b. Improperly endorsed check;
- c. Endorsement missing;
- d. Incorrect or missing "authorized signature" (The authorized signers will be provided to the bank for each account after contract award);
- e. Check amount altered or any other alteration affecting the bank to process the check;
- f. Security watermark missing or altered;
- g. Over the stipulated void days; and
- h. Stop payment or void has been communicated to the Contractor.

The Contractor shall be responsible, using their standard criteria, for verifying the identity of the person cashing the check.

#### **3.3.2 CHECK ISSUE MAINTENANCE**

The following procedure shall apply to <u>ALL</u> check disbursement accounts.

#### 3.3.2.1 STOP PAYMENTS/VOIDS

In addition to the Contractor processing stops/voids electronically, the Contractor shall provide the Judiciary with access to request stop payments and stop payment removals on checks via the Contractor's internet based system. The Contractor shall provide for the Judiciary to request individual and range stops without the need to sign on for each individual stop payment request or range request. Other than access security, the check number and account number shall be the only required information for requesting the placement or removal of a stop payment.

The Contractor shall establish and maintain a back-up stop payment/void procedure (telephone or facsimile transmission).

The stop payment/void shall be considered effective immediately when placed either on-line or upon receipt of the facsimile transmission or telephone call, and continue for eighteen (18) months or until removed by the Judiciary.

#### 3.3.2.2 ADDITIONAL VOID/STOP EFFECTIVE CRITERIA

The Contractor shall provide for void and stop that protects the State from the time of communication of the stop or void to the Contractor. The Contractor must have systems in place to perform stops and voids on a real-time basis and reflecting the most up to date status of any check drawn on its bank.

**Exhibit H** Judiciary Analysis of Disbursement Instruments is included by way of example and not limitation; for illustrative purposes only.

# 3.3.2.3 STALE DATED ISSUES

Disbursement checks shall contain the legend "VOID after the stipulated number of days". The Contractor shall provide Stale Dated service, which shall require that any check presented after the void stipulation period expires shall be returned unpaid. If the bank honors a check after the void stipulation period expires, the Contractor shall reimburse the Judiciary for the face amount of the check via an immediate credit to the applicable disbursement account.

The Contractor shall address situations where a client may have presented a check timely to a bank of first deposit but the check had become stale dated by the time it was presented to the Contractor bank. The State prefers in these instances that the check be honored by the Contractor if the date received by the bank of first deposit is within the stipulated void period.

After a Judiciary specified timeframe, to be determined from the date of issue, the Contractor shall automatically delete the check information from its database and provide reporting by account to the Judiciary for these deletions.

# 3.3.2.4 FORGERY INVESTIGATIONS

The Contractor shall facilitate all forgery claims and subsequent payment(s) to the client injured by the forgery.

The Contractor shall perform the following Judiciary requirements for forgery processing:

- a. Assign a unique case number to each investigation;
- b. If the claim is honored, the Contractor shall prepare for the payee, the payee's estate, or other legally authorized representative, a bank check made payable to the original payee or the original payee's estate only;
- c. On the replacement check, the Contractor shall reference the unique case number and the original check number; and
- d. If the claim is denied, the Contractor must communicate the decision to the original payee, the original payee's estate, or other legally authorized representatives. The 'Letter of Denial' shall state the reason for non-payment of the claim and reference the unique case number. The cause for denial of the claim shall be consistent with the general law of negotiable instruments and accepted by the State. The State shall have access to any correspondence including completed forms supplied to the client.

# 3.3.2.5 CHECK COPIES

The Contractor shall provide copies of paid checks through an Internet based system. Copies of all paid checks must be available to State personnel for the duration of the contract. Upon expiration of the contract and a change of Contractor, the Contractor must provide a method for the State to access copies of all paid checks drawn on the contractor's bank.

The Contractor shall minimally handle the following requested check copy volumes:

Job Description FY2014 Amounts

CD Images 7,708

This amount is not a commitment or guarantee of future check copy volumes.

#### **3.3.2.6 CHECK RETENTION SERVICES**

The Contractor shall only require the check number and account number when the Judiciary retrieves/requests paid check images.

The Contractor shall provide copies of paid checks beyond the seven (7) year retention period if requested by the Judiciary.

# 3.3.2.7 IMAGING, STORAGE, RETRIEVAL, AND DESTRUCTION OF PAID CHECKS

The Contractor shall provide the following services:

- a. Imaging;
- b. Storage;
- c. Retrieval; and
- d. Destruction services for paid and canceled checks

The Contractor shall image all checks, store them on secured computer media, and retrieve via the Internet.

The Contractor must comply with **Exhibit I** Electronic Images.

The Contractor shall store the electronic image and cancelled checks until authorized for destruction by the State Contract Manager. The Contractor's image storage system shall become the repository for official state records; and, therefore, the Contractor shall retain and dispose of public records.

The Contractor must comply with **Exhibit J** Destruction Requirements for State Records, Canceled Checks and Electronic Images.

The State prefers that imaging, retention (electronic and paper), retrieval, and destruction services be reviewed by the New Jersey Division of Archives and Record Management (NJDARM) and certified by the New Jersey State Records Committee (SRC), as per New Jersey Administrative Code (NJAC) 15:3-4 - <u>Image Processing of Public records</u> and 15:3-5 - <u>Certification of Imaging Processing Systems</u>.

The Contractor shall commit the necessary resources to secure certification from the NJDARM. The process requires the using State Agency, in partnership with the Contractor, to submit an application for "Certification of Imaging Process System" to NJDARM. NJDARM representatives may require a site inspection of the image processing system and a review of system maintenance, operation and administration, backup, disaster recovery, and data migration.

The Contractor shall provide *immediate* retrieval via the Internet for stored images of paid checks within 18 months of the issue date. The Contractor shall provide within <u>24 hours</u> the retrieval of stored images of paid checks <u>older than 18 months from the issue date</u>.

# 3.3.2.8 DOCUMENT RETRIEVAL

The front and back of a check must constitute as one (1) image. The majority of image retrieval activity usually occurs within <u>nine (9) months</u> from check issue date; however, the State occasionally needs to retrieve images dating back <u>seven (7) years</u> from date of check issue; therefore, the Contractor shall have a web-based internet retrieval of documents that can go back as far as seven (7) years.

No external Personal Computer (PC) based application will be accepted for the retrieval of check copies.

The Contractor shall provide security features in the application including a secure internet connection between Contractor and state servers, password access to Contractor's website and user access limitation by bank account. The Contractor shall not permit unauthorized State or Contractor personnel to initiate inquiries.

The Contractor shall provide retrieved images that display both front and back of the check and print locally as a single document. The Contractor shall include a certification of authenticity statement such as:

• "This is a legal copy of your check. You can use it the same way you would use the original check."

The Contractor shall provide the State with a paid check image retrieval web application with the successful searches based on the following criteria:

- a. Individual and multiple checks; and
- b. Information contained in MICR line including:
  - 1. Account number
  - 2. Amount
  - 3. Check number and data range

#### 3.3.2.9 IMAGE RETRIEVAL PERFORMANCE

Once an inquiry has been received by the bank system, the Contractor shall provide the following to the State user making the inquiry:

- a. For search inquiries of checks(s) imaged (paid) within 90 days of the inquiry date, the bank system shall return the first image within 20 seconds of receiving the request;
- b. For search inquiries of check(s) imaged (paid) greater than 90 days from the inquiry date, the bank system shall return the image within 40 seconds of receiving the request; and
- c. If at any time the bank system projects retrieval times greater than the above specifications, the bank system shall present the option to batch process with completion no later than 9:00 a.m. the next business day.

The Contractor shall obtain a copy of the check from the bank of first deposit within five (5) business days at no additional cost to the State, if the Contractor is unable to produce a legible copy of an image.

# 3.3.2.10 AUTOMATE BANK RECONCILIATION SERVICES

The Contractor shall provide check disbursement accounts with full bank reconciliation services.

The Contractor shall provide the State with the reconciliation report, including all supporting documents.

The Contractor shall confirm that there are no exceptions or irregularities on the reconciliation reports. If applicable, the Contractor shall note all exceptions or irregularities in the reconciliation. The Contractor shall list the exceptions and/or irregularities per account, by check number, date and amount. The Contractor shall also provide a description of the exception and/or irregularity. The Contractor shall clear up these items whenever possible within the current reconciliation period but no later than ten (10) business days after the close of the current reconciliation period. No exceptions or irregularities shall remain beyond thirty (30) days.

The Contractor shall reconcile the accounts monthly. Monthly is defined as the first day of the calendar month to the last day of the calendar month.

For all the Account Reconciliation Program (ARP) accounts, <u>together with the bank statement</u>, the Contractor shall provide Judiciary an ARP reconciliation report to be <u>received</u> no later than seven (7) business days after the last activity date of the statement period. The Contractor shall be consistent in its method of ARP reconciliations from month-to-month. The Contractor shall explain, in writing to the Judiciary, any change in the manner in which transactions are handled before the before any such change takes place takes place.

The Contractor shall provide support for all accounting items on the monthly reconciliation report summary page with detail backup information. All items which remain unsubstantiated, undocumented, missing, or otherwise unable to be justified by the Contractor shall be reversed by the Contractor within fifteen (15) business days.

The Contractor shall respond within ten (10) business days to <u>all</u> Judiciary inquiries, discrepancy notifications and other reconciling items. Items remaining unresolved beyond the ten (10) business days due to a lack of Contractor response, no identification, or inadequate substantiation shall be communicated to the Judiciary in writing and reversed by the Contractor within the next five (5) business days.

**Exhibit K** Judiciary ARP Report Requirements is included by way of example and not limitation; for illustrative purposes only. **Exhibit K** reflects reconciliation report layout and the elements needed on the summary reconciliation. The format of the reports can be different but all the information on the example reports must be provided.

# 3.3.2.11 POSITIVE PAY SERVICES

The Contractor shall process the check issue information on its systems to establish an outstanding file. Each day, as the Contractor shall clear the checks, a system match shall be made against the outstanding file by check number and dollar amount. The Contractor shall review for error conditions any items that have no match of check number and dollar amount. The Contractor shall correct and post to the account any checks that have improperly encoded amounts. The Contractor shall communicate to the Judiciary via the internet-based system any checks that do not exactly match to the issue file, any check presented against Judiciary accounts that does not meet the criteria outlined in Section 3.3.1 Check Cashing Requirements and checks being submitted for payment that were previously voided/stopped.

The Contractor shall not process these checks until it has received instructions from the Judiciary via the Contractor's Internet based Positive Pay system. **Exhibit L** Screen Print of Positive Pay Exceptions is included by way of example and not limitation; for illustrative purposes only.

The Contractor shall make copies of positive pay items available to the Judiciary upon request.

# 3.4 ACH SERVICES

The Contractor shall provide ACH services. The Contractor must provide an ACH File Transfer Solution and an ACH Hosted Solution.

The Contractor must provide the following ACH transaction types:

- a. ACH Credit;
- b. ACH Debit;
- c. ACH Pre-notification (PRENOTE);
- d. E-Checks Processing: Electronic Funds Transfer (EFT), Wire Transfer; and
- e. WEB: Internet Initiated Entry.

#### 3.4.1 ACH FILE TRANSFER SOLUTION

The Contractor shall provide an ACH File Transfer Solution. This Solution shall process ACH transactions via file transfer from the Judiciary or via a bank provided internet based system that produces a file to be uploaded and processed by the bank.

ACH File Transfer Solution transactions shall be processed by the Contractor via batch and internet based transactions. The Contractor must provide electronic payment solutions as outlined in Section 3.4.2 ACH Hosted Solution.

# **3.4.1.1 TRACKING TRANSACTIONS WITH FILE TRANSFER SOLUTION**

The Contractor's ACH File Transfer Solution tracking shall provide multiple Judiciary applications/accounts to transmit files at the same time and provide the option of success, failure, duplicate, and error tracking scenarios. The file format must be based on NACHA standards and allow for a unique transaction ID per transaction. The Contractor shall create a unique transmission ID per file that allows for encryption of the data on the file and a secured transmission of the file. The unique transaction and transmission IDs will be used for reconciliation and customer service purposes. Judiciary users shall be given the option to print, confirm, or cancel an ACH transaction. The solution must provide flexible schedules to transmit the file and for authentication requirements for file transmission.

# 3.4.2 ACH HOSTED SOLUTION

If required by the Judiciary, the Contractor shall also provide a web-based ACH Hosted Solution. The solution must allow Judiciary users to pay fees using ACH Debit and the Judiciary shall be able to perform an ACH credit to those users. The Contractor shall accommodate payment services which initiate on a Judiciary site or payment services where the payee is redirected to the Contractor's site.

The Contractor's system shall store the Judiciary account information (including but not limited to, bank name, account number and routing number) as profile information along with a nickname.

When the user visits the page, the Contractor shall allow users to choose from the pre-defined list or enter new account details. The Contractor shall allow users make a check payment with or without having to store bank details.

The ACH Hosted Solution is not an option for the Judiciary at this time.

# 3.4.2.1 TRACKING TRANSACTIONS WITH ACH HOSTED SOLUTION

The Contractor's ACH Hosted Solution tracking shall provide:

- a. Generate a unique transaction identification (ID) when the transaction is initiated by the Judiciary user;
- b. Generated transaction ID to communicate regarding success, failure, duplicate, or error for a transaction as a Uniform Resource Locator (URL) back to the Judiciary user;
- c. When the Judiciary user is redirected to the ACH payment page, the information provided must go through immediate validation before payment is collected; and
- d. Configure multiple accounts.

#### 3.4.3 ACH REQUIREMENTS

The Contractor shall be a member of the National Automated Clearing House Association (NACHA) and shall comply with the rules outlined in the latest published ACH manual. The Contractor shall send and receive electronic transmissions in the Prearranged Payment and Deposit (PPD), CCD/CCD+ and - Corporate Trade Exchange (CTX) formats, as well as, process any pre-note information on the day of transmission receipt.

The Contractor shall provide the Judiciary representative with a report, immediately following notification of a returned pre-note and/or an ACH fail (regardless of the dollar value of the fail), via an Internet based system, outlining the following information:

- a. Correct and incorrect banking information;
- b. Effective date (Settlement date);
- c. Amount;
- d. Reason for fail;
- e. Individual I.D. number (State supplied); and
- f. ACH trace number.

**Exhibit M** Return Item Previous Day Report and **Exhibit N** ACH Notification of Change Previous Day Report are included by way of example and not limitation; for illustrative purposes only.

The Contractor shall provide a file of return information to the Judiciary representative for upload to our automated systems. The file will be uploaded to Judiciary systems and the Contractor shall facilitate the uploading of daily, weekly and/or monthly return files.

**Exhibit O** File Layout Rejects (Return incoming file) Daily is included by way of example and not limitation; for illustrative purposes only.

When data is received or transmitted electronically by the Contractor, the Contractor shall utilize the proper security techniques as required in retrieval, of this RFQ to insure the protection of the data and to maintain the integrity of the system.

The Contractor shall ensure that an appropriate contingency plan is in place and documented manual or other, as a backup to receive the ACH data. The plan documentation or procedure shall be available upon request.

The Contractor shall provide web based reporting for all ACH activity including ACH payment details/addenda. The Judiciary representative will work with the Contractor after contract award to design daily, weekly and/or monthly ACH reporting.

The Contractor shall provide conditional credit to the Judiciary if there is a dispute regarding ACH transactions processed and actual dollars received by the Judiciary. The Contractor must provide details of the disputed transactions to the Judiciary. The conditional credit cannot be reversed until the Judiciary and the Contractor both agree upon the resolution.

The Contractor must provide:

- a. A description of its current ACH services including file processing and settlement guidelines;
- b. Processing error resolution;
- c. Details of current ACH dispute resolution process;
- d. Return processing;
- e. Customer Service; and
- f. Provide customer service to Judiciary staff.

# 3.4.4 ACH INITIATOR REQUIREMENTS

The Contractor shall provide an Internet–based ACH system for access through one or more Judiciary computers. The system shall warehouse data either at the host location or at the Contractor site until the transmission execution date. The software shall contain the necessary security features to ensure the protection of the data and to maintain system integrity. The Contractor shall maintain the ACH systems and all associated software at no cost to the State throughout the life of the contract.

#### 3.4.5 ACH SECURITY

The Contractor must provide ACH Security for the Judiciary. It must be a minimum 128-bit Transport Layer Security (TLS) version 1.1 advanced encryption standard or greater for data transmission encryption. The supported secure protocols shall include, but are not limited to:

- a. Secure File Transfer Protocol (SFTP);
- b. Secure Shell (SSH); and
- c. Hypertext Transfer Protocol Secure (HTTPS).

Any Simple Object Access Protocol (SOAP) based web service must provide for full encryption of the message and body. The Contractor must utilize Message Transmission Optimization Mechanism (MTOM) or equivalent transmission mechanism for SOAP document attachments. Any REST or equivalent web service design model must provide for the transmission of encrypted data.

The Contractor must be in compliance with Payment Card Industry (PCI) Data Security Standard, NACHA, or any relevant regulation or standard for compliance. Any on-site hardware, if required, shall meet all of the Judiciary's security requirements; examples include, but not limited to:

a. Tamper-proof; and

b. Malware detection; must have the latest security updates and patches installed, etc.

The Contractor shall monitor, log and audit all files transmitted or received. The Contractor shall implement a fraud detection to screen WEB entry and conduct an annual data security audit. Customer account data must be encrypted and the Contractor shall use Americans with Disabilities Act (ADA) compliant, Completely Automated Public Turing test to tell Computer and Humans Apart (CAPTCHA), reCAPTCHA, and AUDIO CAPTCHA, if deemed necessary. The Contractor must have backup strategies, server redundancies, and a documented disaster recovery plan.

Any and all services must be hosted within the United States of America.

# 3.5 DEVELOPMENT

The Contractor must have a well-documented Application/Software Developer Kit. This includes, but not limited to:

- a. Application Program Interface (API) documentation;
- b. Sample Code;
- c. Request and Response handling;
- d. Error handling;
- e. Exception handling;
- f. Sample File formats; and
- g. Installation document(s), if applicable.

# 3.6 TEST ENVIRONMENT

The Contractor shall provide a test environment that is separate and independent from the Production environment. The Contractor shall provide support between Monday-Friday, 8am-5pm (business hours) and provide support staff to respond to emails, calls, or other communication. The Contractor shall respond to these inquiries within two (2) hours of the request.

The Test Environment must allow for, but not limited to:

- a. Security Testing;
- b. Functional Testing;
- c. Load Testing;
- d. Exception Testing;
- e. Error Message Testing;
- f. Transaction Failure Testing; and
- g. Quality Assurance (QA) environment that closely resembles the production environment.

The Contractor's Test Environment shall provide multiple test IDs and accounts (which include, but not limited to: checking/savings accounts, credit cards, PayPal) for each environment. The transaction must allow up to two thousand five hundred dollars (\$2500.00) for all transaction types mentioned in this document.

#### 3.7 PRODUCTION ENVIRONMENT

The Production Environment must be available twenty-four (24) hours a day, seven (7) days a week, with dedicated and secure communication lines and settlement options.

The Contractor shall provide a mechanism for production testing to allow for, but not limited to:

- a. Assure system availability;
- b. Functionality Testing;
- c. Production support;
- d. Integration; and
- e. Pilot deployments.

The Contractor shall ensure that all personal and banking data is transmitted via TLS and encrypted to a minimum level of 128-bit encryption with plans for 256-bit encryption or greater.

The Contractor shall provide the Judiciary with a file, and subsequent updates in a timing determined by the Judiciary, of routing numbers for validation before submitting the transaction in the file.

# **3.8 CUSTOMER AND TECHNICAL SUPPORT**

The Contractor must provide the following Customer and Technical Support to the Judiciary:

- a. Twenty-four (24) hours a day, seven (7) days a week support (web conference/phone, email, and other methods of communication);
- b. Multiple interfaces for opening a support ticket and provide relevant answers in a timely manner, as requested by the Judiciary;
- c. A Technical Customer Service Representative (CSR) must respond to questions regarding their API and technical issues, as well as provide a toll free number for contacting customer service personnel;
- d. Severity Level 1 (System down) requests shall be handled within one (1) hour of contacting customer support;
- e. E-Notification process shall be used for (planned and unplanned) downtime or equivalent, of informing the Judiciary or designee of changes to the test and production systems; and
- f. Technical support engineers and developers to incorporate contracted "Contractor's System" into our information system(s).

#### **3.8.1 CONTRACTOR CONTACT PERSONNEL AND ISSUE RESOLUTION**

The Contractor shall also appoint a Senior Officer (Vice-President or above) and a qualified substitute as a representative for contact and liaison with the Judiciary. This representative shall be solely responsible for insuring that the contract requirements are met, implementing Judiciary instructions and resolving problems that may arise on a day-to-day basis during the term of the contract. The Contractor shall provide the lines of communication for these personnel (proper contact personnel, names, location and telephone numbers) to the Judiciary.

Additionally, the Contractor shall designate a minimum of two (2) individuals who shall be responsible for routine inquiries, including, but not limited to the following:

- a. ARP reconciliation;
- b. ACH Software maintenance;
- c. ACH transmissions;
- d. ACH inquiries, fails, pre-notes;

- e. Check status inquiry problems;
- f. Controlled disbursement reporting;
- g. System Internet access issues; and
- h. Daily balance reporting/daily disbursement reporting.

Please note that a customer service group <u>does not</u> meet this requirement. The individuals servicing the account for inquiry purposes shall remain constant and shall not be re-assigned without written notice to the Judiciary.

The Judiciary prefers that the tracking of routine inquiries are done via an internet-based system. The Judiciary shall enter issues and see the resolution of those issues in the internet-based system. Inquiry history should remain on the system for sixty (60) calendar days.

Any resolution of issues that require a refund of monies to the State from the Contractor must be resolved <u>only</u> by a credit to the appropriate bank account.

# **3.8.2 RECONCILIATION SUPPORT**

The Contractor shall designate one (1) primary and one (1) backup individual to perform bank reconciliation functions for the Judiciary. <u>A customer service group does not meet this</u> requirement. The Contractor shall not change reconciliation personnel without written notice to and prior discussion with the Judiciary Project Manager.

# 3.9 TRAINING

The Contractor shall provide at no additional cost all initial and on-going training, training programs, and training materials. All training related activities and materials shall be coordinated and approved in advance by the Judiciary Project Manager.

The Contractor shall provide training to the Judiciary to minimally include the following:

- a. A training program prior to implementation and ongoing as needed or requested by the Judiciary;
- b. Initial on-site training at four (4) Regional and one (1) Central Office location, all within the State of New Jersey;
- c. A minimum of two (2) days of training to be conducted regionally at the inception of the contract which will be broken down into four (4) three (3) hour sessions. The Judiciary shall determine and provide the location of the training facilities;
- d. Instruction manuals detailing all aspects of the training agenda topics. Revised manuals shall be provided as changes occur; and
- e. A toll-free telephone support help desk during normal Judiciary working hours 8:00am to 5:00 pm, Eastern Standard Time.

For system upgrades and revisions, the Contractor may provide a web-based training program in lieu of on-site training. This training shall be in addition to the initial on-site training.

# 3.9.1 ACH TRAINING AND SUPPORT

The Contractor shall provide the following at no cost to the Judiciary:

- a. Operational training to Judiciary Central Office personnel including an operations manual and instruction on its use;
- A toll-free telephone 'hot line' help desk that will provide Judiciary access during normal working hours Monday-Friday 8:00 a.m. to 5:00 p.m. Eastern Standard Time); and
- c. On-going training as needed or at the request of the Judiciary.

# 3.10 REPORT REQUIREMENTS

The Contractor shall provide as part of processing the payments, reports for all accounts to include, but not limited to, the following:

- a. Daily Automated Balance Report;
- b. Daily Disbursement Reporting;
- c. ARP Reporting; and
- d. Electronic Reporting
- e. Customized Reporting, in coordination with the State.

The Contractor shall provide reports for-all accounts where applicable. When the check numbers contains a county identifier, the Contractor shall provide detail reports totaled by county and by account. The Judiciary will provide the two-digit county codes to the Contractor after contract award. Some accounts have sequential check sequences that do not contain county identifiers.

The Contractor must:

- a. Provide monthly reports that contain information through the close of the last business day of the month;
- b. Provide account activity information (including but not limited to, paid checks, stops, voids, returns, reconciliation information) on a daily, weekly or monthly basis as designated by the State; and
- c. Maintain reporting retention for seven (7) years from the report issue date.

# 3.10.1 REPORT DELIVERY INFORMATION

The Contractor shall provide monthly reports no later than the 7<sup>th</sup> (seventh) business day of the calendar month immediately following the month the services are provided, with the exception of the monthly analysis. All reporting shall be provided to the Judiciary hard-copy for active and non-active accounts. The Contractor shall provide the monthly analysis within <u>fifteen</u> (15) days after the calendar month in which the services are provided.

A monthly bank statement shall be provided for all accounts under this contract even if there was no banking activity in the account(s) during a monthly reporting and reconciliation cycle.

# 3.10.2 DAILY AUTOMATED BALANCE REPORT

The Contractor shall provide daily automated balance reporting in unencrypted BAI2 format via the internet without the use of a secure card random assigned personal identification number (PIN), or other means that would inhibit the automated retrieval of the Contractor data. The daily automated balance reporting shall pertain to all accounts listed in Section 3.2.of the RFQ and any accounts established in the future.

Every working day, by <u>7:30 a.m. Eastern Standard Time</u>, the Contractor shall electronically provide access to account balance information in unencrypted BAI2 format via the internet without the use of a secure card random assigned personal identification number (PIN), or other means that would inhibit the automated retrieval of the bank data.

The Contractor shall provide, at a minimum, the following data fields for each account report:

- a. Ledger balance;
- b. Collected balance;
- c. Total credits;
- d. Total debits;
- e. 1-day float; and
- f. 2-day float.

For all the reporting fields, the Contractor shall always report data. The Contractor shall input 00.00 in the specific amount field if there is no amount reported.

As technology improves, the Judiciary and the State requires that the Contractor remain flexible, throughout the term of this contract and any extensions, as it relates to the method of balance reporting in unencrypted BAI2 format via the internet without the use of a secure card random assigned PIN, or other means that would inhibit the automated retrieval of the bank data.

#### 3.10.3 DAILY DISBURSEMENT REPORTING

The Contractor shall provide same day and previous day disbursement reporting for all disbursement accounts via an Internet based system. The Contractor shall provide <u>final</u> notification of the disbursement totals per account no later than 10:00 am each business day. In the event of an electronic failure, the Contractor shall provide disbursement information to the Judiciary through an alternate means within the specified timeframe. The Contractor shall have an alternative reporting method.

**Exhibit P** Current Day Summary and Detail Report is included by way of example and not limitation; for illustrative purposes only.

#### 3.10.4 ELECTRONIC REPORTING

Currently the Judiciary receives its ARP reporting via hardcopy. The Contractor shall, in cooperation with the Judiciary, develop an electronic reporting method to be approved by the Judiciary, within 18 -24 months after award of this contract.

The Contractor shall provide the following related to electronic reporting:

- a. Data shall be sent in a fixed length text file or delimited American Standard Code for Information Interchange (ASCII) text file format;
- b. Data delivery shall be accomplished through a download from the Contractor's

website;

- c. Provide the required standard and custom reporting on its website; and
- d. All reports using data submitted by the Contractor shall be reconciled against any statements and reconciliations provided by the Contractor.

The Contractor shall ensure reporting retention for seven (7) years from the report issue date.

# 3.10.5 REPORT DELIVERY

The Contractor shall provide a <u>Hard Copy of all</u> monthly reports to the below address no later than the seventh (7<sup>th</sup>) business day of the month immediately following the month the services are provided, with the exception of the monthly analysis. The Contractor shall provide the monthly analysis within <u>fifteen</u> (15) days after the calendar month in which the services are provided.

Judiciary Banking and Cash Management Unit Hughes Justice Complex - 6th Floor North P.O. Box 980 Trenton, NJ 08625

With the exception of the monthly analysis, the Contractor may send one (1) monthly package containing all reports.

# 3.11 TECHNICAL REQUIREMENTS

The Contractor shall be responsible, at State determined intervals, for replicating back to the state any data maintained outside of a State managed infrastructure.

#### 3.11.1 ASSESSMENTS/PLANS

The Contractor must provide and maintain as approved by the State a detailed system design document showing Security Plan, Disaster Recovery Plan and Contingency Plan. The Contractor shall also include logical and physical diagrams.

#### 3.11.1.1 SECURITY PLAN

The Contractor must provide a Security Plan for the proposed solution. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Contractor's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security and Environmental Protection
- System Security
- System Data Security
- Network Security
- Administrative and Personnel Security

The Security Plan must provide the Contractor's operations and control system for the proposed solution. The Contractor must detect and report attempted unauthorized entries into the facility and system. All security requirements for the Contractor apply to development, testing, production and backup systems.

In addition, the Security Plan must identify, address and/or define:

- <u>Regulations and security requirements</u> how the Contractor will address security requirements such as Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA) and etc.
- System, Administrative and Personnel Security the security responsibilities of and supervision required for information owned and / or operated by the Contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- 3. <u>Workforce Security</u> the control process for hiring and terminating of Contractor's employees, and method used for granting and denying access to the Contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates. Identify rules of behavior.
- 4. <u>Role-based security access</u> the products and methods provides role-based security, access enforcement and least privilege.
- 5. <u>Account Management</u> the products and methods identify and control the account types to meet defined regulation and security requirements.
- 6. <u>Password Management</u> the appropriate password management controls to meet defined regulation or security requirements.
- 7. Logging / Auditing controls the Contractor's audit control methods and requirements. The controls must address but not limited to all user access and user identification linked to any changes to the system and data, and provide an audit process that will make all audit data accessible to state and federal audit staff. The audit trail of all transactions should track date, time, user, and end-user device that initiated the transaction. The audit data must be protected, non-repudiated and restricted to authorized staff. Retention of the audit records will be retained online for at least ninety days and further preserve offline for a period of the contract or required State and Federal laws and regulations.
- 8. <u>Incident Management</u> the methods for detecting, reporting and responding to an incident, vulnerabilities and threats. The methods are tested and exercised.
- <u>Vulnerability / Security Assessment</u> the products and methods used for scanning for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments. All systems and applications shall be subject to vulnerability assessment scans by an independent and accredited third party on an annual basis.
- 10. <u>Application Security</u> where the Contractor is providing application hosting or development services, the Contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.
- <u>Application Partitioning and Single Tenant</u> where the Contractor is providing application hosting or development services, the Contractor will have a separate and unique (single tenant) partition, infrastructure and media.

- 12. <u>Anti-virus / malware controls</u> the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade and maintain maximum effectiveness against new strains of software viruses.
- 13. <u>Network Security</u> where the Contractor has access to State confidential data, and that data will traverse the Contractor's network, the Contractor shall maintain the Contractor's network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, denial of service protection, annual independent and accredited third party penetration testing, and maintain a hardware inventory including name and network address. The Contractor shall maintain network security that conforms to current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <u>http://web.nvd.nist.gov/view/ncp/repository</u>.
- 14. Database the products and methods for safeguarding the database(s).
- 15. <u>Data Integrity</u> the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Contractor must provide reports on an as-needed basis on the access or change for any file within the system.
- 16. <u>Server and Infrastructure</u> the products and methods for "hardening" of the hardware' operating systems and software.
- 17. <u>Wireless, Remote and Mobile Access</u> where the Contractor has access to State confidential data, and that data traverses the Contractor's network, the Contractor shall have security controls for provisioning accounts, authorization, account/credential verification, audit/logging, Virtual Private Network (VPN), and Transmission Control Protocol (TCP) and User Datagram Protocol (UDP) ports restrictions.
- 18. <u>Transmission</u> the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- <u>Continuous Monitoring</u> where the Contractor has access to State confidential data, and that data will traverse the Contractor's network, the Contractor shall have products and methods for monitoring malicious activity, malware, intrusions and audit records within the Contractor's network.
- Security Audit the Contractor must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.
- 21. <u>Change / Configuration Management and Security Authorization</u> the Contractor has established a change / configuration methodology, establish a baseline configuration and track changes to the configuration. Identify and maintain a list of software programs authorized to execute on a system. When the Contractor has a major change to the system or application, the State's project manager is notified and a security reauthorization must be approved.
- 22. <u>Risk Management</u> the Contractor has established a risk management plan, technical and security risks are identified, reported and mitigated.

23. <u>Confidentiality and Non-Disclosure Agreements</u> – 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) when requested. 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, <u>An Introduction to Computer Security: The NIST Handbook</u>, Section 10.1.3, Filling the Position – Screening and Selecting.

The Contractor must disclose to the State of New Jersey a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The Contractor shall disclose it process for responding to subpoenas, service of process, and other legal requests.

If data will be maintained outside of State managed infrastructure, the Contractor shall describe the frequency and method by which that data shall be replicated back to the State so that it is available for reuse or in the event of a Contractor disruption.

# 3.11.1.2 DISASTER RECOVERY PLAN

The Contractor shall submit their Disaster Recovery plan, identifying locations and systems – to ensure that they can continue to satisfy RFQ requirements within 24 hours, in the event their primary location is rendered unusable. The plan must detail how the Contractor will ensure that the primary location and/or systems destroyed in such a disaster would be made available to meet the 24 hour time frame. The Contractor's plan must be tested, reviewed and updated annually.

# 3.11.1.3 CONTINGENCY PLAN

The Contractor is required to have a Contingency Plan identifying key personnel, organization units and alternate sites with telecommunications and computers. The Contractor's plan must be tested, reviewed and updated annually.

The Contractor must comply with:

NIST Special Publication 800-53A - Guide for Assessing the Security Controls in Federal Information Systems and Organizations (<u>http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final\_updated-errata\_05-01-2010.pdf</u>)

# 3.11.2 STATE TECHNOLOGY REQUIREMENTS AND STANDARDS

The Contractor shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments and Agencies. The Contractor shall submit

relevant documentation and participate in the System Architecture REVIEW (SAR) PROCESS. ADDITIONAL information on this process can be found at: <u>http://www.nj.gov/it/reviews/</u>

# 3.11.3 SYSTEM DESIGN

The Contractor shall develop a system that uses a standards-based design that follows the <u>State</u> <u>of New Jersey Shared IT Architecture</u>.

The Contractor shall replicate all State data on its system(s) to a designated State system in a format and frequency as defined in the Contract, or if not defined, in an open standards machine-readable format designated by the NJ Office of Information Technology no less frequently than once a month.

The State of New Jersey and the Contractor shall identify a collaborative governance structure as part of the design and development of service delivery and service agreements.

The Contractor shall identify all of its strategic business partners who will be involved in any application development and/or operations.

The State has a mature enterprise data warehousing environment that is based upon a hub-andspokes model, with a fairly normalized data warehouse hub supplying data to multiple physical and virtual data marts using conformed dimensions. The data warehouse hub is the State's interface mechanism for system-to-system batch data transfers.

- a. Where batch data from other State systems is required by the Contractor's system for operational functionality, that data shall be routed through the enterprise data warehousing staging area. Independent feeds of operational data from individual source systems are not permitted.
- b. Where there is a need to combine data from the Contractor's system with data from other systems purely for analytical purposes, the Contractor shall be required to supply data to the enterprise data warehouse where that integration will occur.
- c. Independent data warehouse silos based upon a transactional system are not permitted. The Contractor shall be required to supply data from its system to the enterprise data warehouse on a nightly basis to support other state analytical needs.

The Contractor shall coordinate these efforts with the State's Office of Enterprise Data Services (OEDS).

# 3.11.4 HOSTING AND BACKUP SERVICES

For "outsourced hosting services", the Contractor shall not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers. The backed-up data shall not commingle with other customer data.

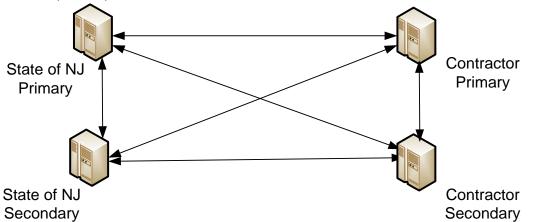
# 3.11.5 EXTRANET PLAN

The communication links between the State of New Jersey and the Contractor can be through a Multi-Protocol Label Switching (MPLS) cloud (preferred) or Internet Protocol Security (IPSEC) tunnel over the Internet based upon the connectivity requirements and cost constraints.

The Contractor shall provide and maintain two (2) extranet communication links into the State of New Jersey. One of these links will be active and one will be a "hot" spare. These links shall terminate as follows:

<u>Link 1</u> – Ethernet speed or greater communication circuit shall be established from the Contractor's data or communication center to the State of New Jersey's Primary Data Center at Office of Internet Technology (OIT) Hub, 1 Schwarzkopf Drive, West Trenton, NJ to operate as the primary data path. This data circuit shall provide the primary path and should terminate on the State of New Jersey side into the Contractor-owned and maintained equipment, which in turn would provide an Ethernet connection to the State's Extranet Partner access point at OIT Hub (firewall).

Link 2 – Ethernet speed or greater communication circuit shall be established from the Contractor's data or telecommunication center to the State of New Jersey's - Smart Access Client (SAC) Data Center - River Road PO Box 7068 W. Trenton, NJ 08628 to operate as the secondary data path. This data circuit will provide a secondary backup path and should terminate on the State of New Jersey side into the Contractor-owned and maintained equipment, which in turn would provide an Ethernet connection to the State's Extranet access point at SAC (firewall).



Once the communication links are established and testing is completed, the OIT Hub will be the primary link to the Contractor.

The Contractor shall work with the sponsoring agency and OIT to establish an Extranet Partner relationship. This would require completion of an Extranet Partner agreement and supporting documentation; reference the State of New Jersey's extranet policy 09-11-NJOIT (<u>http://nj.gov/it/ps/security</u>). In addition, the Contractor must work with OIT network group to establish the appropriate routing protocols based on the system requirements and OIT security group to establish appropriate firewall rule sets to accomplish necessary business data flow.

The communication links can connect to a MPLS cloud or IPSEC tunnel over the Internet based upon the connectivity requirements and cost constraints. Once the communication links are established and testing is completed, the OIT Hub will be the primary link to the Contractor.

The State of New Jersey and the Contractor will be required to follow the State's Extranet Policy and Procedure, and complete the application form, Method of Utilization (MOU), operational form and security controls assessment checklist.

# 3.11.6 TRANSMISSION OF FILES

The State of New Jersey supports multiple methods for data transfers internally within the Garden State Network or external to an extranet or business partner. The transmission of all files between the Contractor and the State system must be transferred securely using the State file transfer methodology. The State will work with the Contractor in the implementation of the file transfer process. The secure file transfer must meet the state and federal security guidelines and standards.

The State of New Jersey provides both asynchronous and synchronous file transfer methodologies.

Synchronous:

- a. Connect:Direct Secure ++ is a supported option for file exchange with the State of New Jersey IBM mainframe.
- FTPS over SSL (Explicit port 21) is a supported option for file exchange for connections originating from the State of New Jersey IBM Mainframe. Must support RFC2228.
- c. SFTP (FTP over SSHv2 or greater) is a supported option for file exchange with State of New Jersey distributed servers (non-IBM Mainframe).

Asynchronous:

- a. The State of New Jersey's DataMotion is a supported option for non-automated or "ad-hoc" file exchange with State of New Jersey. A client license is required.
- b. The State of New Jersey's DataMotion-DataBridge is a supported option for automated file exchange with the State of New Jersey.

The Contractor shall test the file transfer with the State system on all file transfers prior to full implementation.

During the life of the contract, the State may revise or change the file transfer method and/or format for the transmission of files to accommodate real time processing, and use case specific information and the Contractor shall be required to conform to all requirements.

The Contractor shall comply with:

NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems (<u>http://csrc.nist.gov/publications/nistpubs/800-47/sp800-47.pdf</u>)

#### 3.11.7 SERVICE MAINTENANCE

The Contractor shall provide ninety (90) business day notice for service upgrades, software upgrades, and any planned system downtime. The Judiciary must be notified in writing if there will be any impact with compliance on the Judiciary systems with the upgrades, and they must evolve and take advantage of recent technological changes.

If the Contractor is not supplying "dedicated" hardware resources to host State of New Jersey applications and data, the Contractor must maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (AAA) within its infrastructure.

# **3.12 LITIGATION SUPPORT**

The Contractor shall provide expert testimony regarding any litigation resulting from work performed in fulfillment of the requirements of this contract upon request by the State Contract Manager.

#### 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:

- 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 <u>N.J.A.C.</u> 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 (<u>http://www.state.nj.us/treasury/purchase/forms/SubContracting.pdf</u>) must be completed and submitted with the quotation.

# 4.4 PRICING

The Respondent must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFQ Section 4.4.5.

#### 4.4.1 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.

#### 4.4.1.1 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.

#### 4.4.1.2 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 Judicary Project Manager including, but not limited to, status meetings, status reports, and deposit reconciliation.

# 4.4.1.3 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.

# 4.4.1.4 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.

# 4.4.1.5 ADDITIONAL SUBMITTALS

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

- The name of the designated contact person for the re-ordering of deposit slips;
- Contact information, including, but not limited to, contact name, phone number and email address, for the designated administrative personnel responsible for the following:
  - Deposit credits;
  - Invoicing;
  - Other deposit related materials; and

- Any additional items or PRICE SCHEDULE
- Any additional items that shall be presented in the training outline.

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.

#### 4.4.1.6 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.

# 4.4.1.7 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.

# 4.4.1.8 ORGANIZATION CHARTS

a. <u>Contract-Specific Chart</u>. 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. <u>Chart for Entire Firm</u>. 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.

# 4.4.1.9 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.

# 4.4.1.10 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.

# 4.4.1.11 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.

# 4.4.1.12 FINANCIAL CAPABILITY OF THE RESPONDENT

In order to provide the State 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 State may still require the Respondent submit it. If the Respondent fails to comply with the request within48 hours, the State 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) – Account Maintenance Fee Price line two (2) – Website Maintenance Fee Price line three (3) – Full Account Reconciliation Price line eleven (11) – Controlled Disbursement Reporting Current & Previous Day by Account Price line twelve (12) – Non-Controlled Disbursement Reporting Current & Previous Day by Account Price line thirteen (12) – Other Reporting by Account

Price line thirteen (13)- Other Reporting by Account

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

Price line four (4) – Checks Paid Processing Fee Price line five (5) – Imaging Check Service Fee Price line six (6) – Forgery Investigations Price line seven (7) – On-Line Check Inquiry via Internet Price line eight (8) – Copies of Checks via Internet Price line nine (9) – Manual Stop Payments / Voids-Individual Price line ten (10) – Manual Stop Payments / Voids-Range Price line fourteen (14) – Incoming Wire Price line fifteen (15) – ACH Credit/Debit Transactions (Non-Hosted Solution) Price line sixteen (16) – ACH Credit/Debit Transactions (Hosted Solution) Price line seventeen (17) – Programming Fee (Additional Work, Section 5.2) Price line eighteen (18) – Litigation Support (Per Hour) Price line nineteen (19) – Total Firm Fixed Cost for Computer Interface

# 4.5.3 ACH SERVICES

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

Price line fifteen (15) – ACH Credit/Debit Transactions (Non-Hosted Solution) Price line sixteen (16) – ACH Credit/Debit Transactions (Hosted Solution)

#### 4.5.4 WEB-BASED SERVICES

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

Price line seven (7) – On-line Check Inquiry via Internet Price line eight (8) – Copies of Checks via Internet Price line fourteen (14) – Incoming Wire Price line fifteen (15) – ACH Credit/Debit Transactions (Non-Hosted Solution) Price line sixteen (16) – ACH Credit/Debit Transactions (Hosted Solution)

#### **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 offer and the Division's Notice of Award.

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 Judicary 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 seventeen (17). 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 Judicary Project Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Judiciary Project 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 Judiciary Contract Manager for consideration. If the Judiciary Contract Manager approves the request, the Judiciary Contract Managerwill forward the request to the Judiciary Contract Manager for final approval. No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the Judiciary 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 knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake.

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, graphic representations, software computer programs and analyses. 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 JudiciaryContract 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, <u>N.J.S.A</u>. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, <u>N.J.S.A</u>. 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 Chief.

# 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 Chief 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 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 JUDCIARY'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 <u>N.J.S.A</u>. 52:34-12. Tie quotations will be awarded by the Judiciary consistent with <u>N.J.A.C</u>.17:12-2.10.

#### 6.3 JUDCIARY'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 Managers 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. <u>Personnel:</u> 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. <u>Experience of firm</u>: 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. <u>Ability of firm to complete the Scope of Work based on its Technical Proposal:</u> 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 <a href="http://www.state.nj.us/treasury/purchase/forms.shtml#eo134">http://www.state.nj.us/treasury/purchase/forms.shtml#eo134</a>, shall be provided to the intended awardee with the Notice of Intent to Award.

# 7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to <u>N.J.S.A.</u> 52:34-13.2, all contracts primarily for services awarded by the shall be performed within the United States, except when the Chief 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 Chief 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 Chief 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 <a href="http://www.nj.gov/treasury/purchase/forms/AA\_%20Supplement.pdf">http://www.nj.gov/treasury/purchase/forms/AA\_%20Supplement.pdf</a>.

# 7.1.4 BUSINESS REGISTRATION

In accordance with <u>N.J.S.A</u>. 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

# 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 Judicary Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

#### 8.1.1 JUDICARY CONTRACT MANAGER RESPONSIBILITIES

For a Judiciary contract where only one Department uses the contract, 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 Judicary 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. TheJudicary 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.



EXHIBIT A Page 1 of 2

State of New Jersey Office of the State Treasurer PO Box 002 Trenton, NJ 08625-0002

JON S. CORZINE Governor BRADLEY I. ABELOW Sale Treasurer

#### July 1, 2007

#### 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 higher, of the total monthly deposits or the average aggregate balance of all State of New Jersey accounts, is less than \$15,000,000

The amount of collateral required will be 100% coverage of the highest 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 higher, of the total monthly deposits or the average aggregate balance of all State of New Jersey accounts, is equal to or greater than \$15,000,000

The amount of collateral required will be 120% coverage of the average balance on deposit in the bank during each calendar quarter. (In other words, the amount of collateral for April, May, and June will be based on the average balances of January, February, and March.) Acceptable collateral will be securities or obligations as enumerated in paragraphs I through V.

#### Qualified Securities and/or Obligations

I.

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 and/or highest daily balance. Collateral requirements are net of the amounts covered by the Federal Deposit Insurance Corporation or by the Federal Savings and Loan Insurance Corporation.

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

Direct Obligations of/or guaranteed by the United States including:

U.S. Treasury Bills, Bonds, and Notes Federal Agricultural Mortgage Corporation Federal Farm Credit Banks Consolidated Systemwide Bonds Federal Home Loan Banks Federal Home Loan Mortgage Corporation Federal National Mortgage Association GNMA Resolution Funding Corporation Tennessee Valley Authority 2

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 Montclair State University 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 University of Medicine and Dentistry of New Jersey

٧.

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 New Jersey City University New Jersey Institute of Technology 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 Department of the Treasury, Office of Management and Budget, Accounting, P.O. Box 221, Trenton, New Jersey 08625-0221, at a minimum of every three months for all collateral held.

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 Notor, Accounting Manager at 609-292-5040.

State Treasurer

#### EXHIBIT B

#### SECURITY AGREEMENT

This SECURITY AGREEMENT, dated \_\_\_\_\_\_, is between [name of bank] (the "Bank"), a [bank and trust company, national banking association, state banking corporation, savings bank or savings and loan association] having an address at \_\_\_\_\_\_\_, and the State Treasurer of the State of New Jersey, having an address at State House, Trenton, New Jersey, (the "Public Depositor").

#### WITNESSETH:

WHEREAS, the Bank is a national bank located in the State of New Jersey (the State) or is an institution authorized by the State to carry on a banking or savings and loan business; and

WHEREAS, the Bank is therefore eligible to receive deposits of public moneys pursuant to the provisions of N.J.S.A. 52:18-16.1 (the "Act"); and

WHEREAS, Public Depositor from time to time makes deposits, as said term is defined in the Act, in the Bank (its "*Public Deposits*"), which Public Deposits shall from time to time aggregate in excess of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the Public Depositor desires to have its Public Deposits secured by collateral in the amounts required by the Act and the Policy Statement issued by the State Treasurer dated July 1, 2007 entitled Collateralization for State Held Deposits (the "Policy"); and

WHEREAS, the Bank has agreed to secure the Public Depositor's Public Deposits by granting to the Public Depositor a security interest in certain collateral (*"Eligible Collateral"*) owned by the Bank, which collateral meets the requirements described in the Act and the Policy, as permitted by 12 U.S.C. § 90 and the Act and the Policy;

NOW THEREFORE, in consideration of the Public Depositor depositing its Public Deposits as herein described, and for other good and valuable consideration, hereby acknowledged as received, it is hereby agreed between the Public Depositor and the Bank as follows:

1. Pursuant to the Act and the Policy and in order to secure the Public Depositor's Public Deposits the Bank hereby pledges, assigns, transfers and grants to the Public Depositor a perfected first priority security interest in (a) such amounts of the Eligible Collateral to meet the collateral ratios and other requirements described in the Act and the Policy, and (b) the Custody Account (as defined in Section 9 below) and any and all investment property and security entitlements from time to time held in, by, or for the benefit of the Custody Account (including without limitation the Eligible Collateral) and all proceeds thereof (collectively, the "Collateral"). If at any time the ratio of the market value of the Eligible Collateral to the Public Depositor's Public Deposits, plus accrued interest, is less than required by the Act and the Policy, the Eligible Collateral in such amounts such that the ratio of the market value of the Eligible Collateral to the Eligible Collateral to the Eligible Collateral to the Eligible Collateral in such amounts such that the ratio of the market value of the Eligible Collateral to the Eligible Collateral to the Public Depositor's Public Depositor's Public Deposits, plus accrued interest, plus accrued interest, shall be at least equal to that required by the Act and the Policy. Such additions to the Eligible Collateral shall constitute an assignment, transfer, pledge, and grant

to the Public Depositor of a security interest in such additional Eligible Collateral pursuant to this Agreement, the Act and the Policy.

2. The security interest granted herein (as described in Section 1 above) shall secure not only such Public Deposits and accrued interest of the Public Depositor as are held by the Bank at the time of this Agreement, but also any and all subsequent Public Deposits made by the Public Depositor in the Bank regardless of the accounts in which such funds may be held or identified by the Bank.

3. The pledge of Collateral by the Bank shall be in addition to, and shall in no way eliminate or diminish, any insurance coverage to which the Public Depositor may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation or any private insurance carried by the Bank for the purpose of protecting the claims and rights of its depositors.

4. The Public Depositor is under no obligation to maintain its deposits with the Bank and may withdraw them at any time without notice. It is agreed that when the Bank shall have paid out and accounted for all or any portion of the Public Depositor's Public Deposits, any Collateral pledged under this Agreement to secure such paid out Public Deposits shall be released from the security interest created hereunder.

5. The Bank hereby represents that (i) it is a [state banking corporation] duly organized and validly existing under the laws of [state] or a national bank organized under the laws of the United States; (ii) it is a public depository eligible to receive public deposits under the Act; (iii) it has, or will have as of the time of delivery of any securities as Collateral under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein; (iv) the execution and delivery of this Agreement and the pledge of securities as Collateral hereunder have been approved by resolution of the Bank's Board of Directors at its meeting of [date], and the approval of the Board of Directors is reflected in the minutes of that meeting, copies of which resolution and relevant portion of the minutes of said meeting are attached hereto as Exhibit A and made a part hereof; (v) the execution and delivery of this Agreement and the pledge of securities as Collateral hereunder will not violate or be in conflict with the Articles of Incorporation or Bylaws of the Bank, any agreement or instrument to which the Bank may be a party, any rule, regulation or order of any banking regulator applicable to the Bank, or any internal policy of the Bank adopted by its Board of Directors; and (vi) this Agreement shall be continuously maintained, from the time of its execution, as an official record of the Bank.

6. The Bank warrants that it is the true and legal owner of all Collateral pledged under this Agreement, that the Collateral is free and clear of all liens and claims, that no other person or entity has any right, title or interest therein, and that the Collateral has not been pledged or assigned for any other purpose. Should an adverse claim be placed on any pledged Collateral, the Bank shall immediately substitute unencumbered Collateral of equivalent value that is free and clear of all adverse claims.

7. At any time that the Bank is not in default under this Agreement, the Bank may substitute Eligible Collateral, provided that (a) the total market value of Eligible Collateral held in the Custody Account shall meet the requirements of the Act and the Policy and this Agreement, and (b) the Public Depositor shall have approved such actual substitution or substitution process and all documentation relating to such substitution before it becomes effective.

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8. Any additional pledge of Collateral hereunder, substitution of Collateral, or release of Collateral shall be approved by an officer of the Bank duly authorized by resolution of the Board of Directors to approve such additional pledges, substitutions, or releases of Collateral under this Agreement.

9. The Bank agrees to place the Collateral with a Federal Reserve Bank, a trust department of a commercial bank, or a trust company (the "Custodian"), to hold in a custody account (the "Custody Account") for the benefit of the Public Depositor, as required by the Act and the Policy. Any such commercial bank or trust company shall be a securities intermediary that in the ordinary course of its business regularly maintains securities accounts for its customers. The Bank shall execute a custodial trust agreement with the Custodian ("Custodial Trust Agreement") for the custody of the Eligible Collateral consistent with the terms of this Agreement. The Custodial Trust Agreement shall contain the Custodian's agreement to hold all Collateral in the Custody Account for the benefit of the Public Depositor and subject to the Public Depositor's direction and control and to comply with entitlement orders originated by the Public Depositor without the Bank's further consent. The executed Custodial Trust Agreement shall in no way relieve it of any of its duties or obligations hereunder or under the Act and the Policy.

10. Upon the initial transfer of Eligible Collateral under this Agreement and monthly thereafter, the Bank shall cause the Custodian to report to the Public Depositor specifying the type and market value of Eligible Collateral being held in the Custody Account for the benefit of the Public Depositor.

11. The Bank has heretofore or will immediately hereafter deliver to the Custodian for immediate deposit in the Custody Account Eligible Collateral of sufficient value to meet the terms of this Agreement. Said Eligible Collateral or substitute collateral, as herein provided for, shall be retained by the Custodian in the Custody Account so long as the Bank holds deposits of the Public Depositor.

In the event the Bank shall (a) fail to pay the Public Depositor any funds which 12. the Public Depositor has on deposit, (b) fail to pay and satisfy when due, any check, draft, or voucher lawfully drawn against any deposit of the Public Depositor, (c) fail or suspend active operations, (d) become insolvent, or (e) fail to maintain adequate Collateral as required by this Agreement, the Bank shall be in default, the Public Depositor's deposits in such Bank shall become due and payable immediately, the Public Depositor shall have the right to unilaterally direct the Custodian to liquidate the Collateral held in the Custody Account and pay the proceeds thereof to the Public Depositor and to exercise any and all other security entitlements with respect to the Custody Account and the other Collateral, to withdraw the Collateral, or any part thereof, from the Custody Account and deliver such Collateral to the Public Depositor, or to transfer the Collateral or any part thereof into the name of the Public Depositor or into the name of the Public Depositor's nominee, and ownership of the Collateral shall transfer to the Public Depositor. The Bank authorizes the release, withdrawal and delivery of the Collateral to the Public Depositor upon default by the Bank, and authorizes the Custodian to rely without verification on the written statement of the Public Depositor as to the existence of a default and to comply with entitlement orders originated by the Public Depositor without further consent of the Bank.

13. In the event of default as described in Section 12, the Public Depositor shall also have the right to sell Collateral at any public or private sale at its option without advertising such sale, upon not less than three (3) days notice to the Bank and the Custodian.

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In the event of such sale, the Public Depositor, after deducting all legal expenses and other costs, including reasonable attorney's fees, from the proceeds of such sale, shall apply the remainder on any one or more of the liabilities of the Bank to the Public Depositor, including accrued interest, and shall return the surplus, if any, to the Bank, or its receiver or conservator.

14. During the term of this Agreement, the Public Depositor will designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the Public Depositor in any and all matters arising under this Agreement.

15. All parties to this Agreement agree to execute any additional documents that may be reasonably required to effectuate the terms, conditions and intent of this Agreement.

16. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

18. This Agreement shall be governed by and construed in accordance with the laws of **the State** and the laws of the United States, and it supersedes any and all prior agreements, arrangements or understandings with respect to the subject matter hereof. In the event that any conflict of law issue(s) should arise in the interpretation of this Agreement, the parties agree that when **State** law is not preempted by laws of the United States, **State** law shall govern.

19. No provision of this Agreement may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.

20. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Agreement, which shall be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

21. Unless applicable law requires a different method, any notice that must be given under this Agreement shall be given in writing and sent by certified mail, return receipt requested or third party overnight priority mail carrier to the address set forth herein or such other place as may be designated by written notice in the same manner from one party to the other.

22. In accordance with L. 2005, c. 92, the Bank covenants and agrees that all services performed under this Agreement by the Bank shall be performed within the United States of America.

23. The Bank hereby acknowledges that it has been advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (L. 2005, c. 271, section 3) if the Bank enters into agreements or contracts such as this Agreement, with a public entity, and receives compensation or fees in excess of \$50,000 or more in the aggregate from public entities, such as the Authority, in a calendar year. It is the Bank's responsibility to determine if filing is

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necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

24. The Bank represents and warrants that all information, certifications and disclosure statements previously provided in connection with L. 2005, c. 51, are true and correct as of the date hereof and all such statements have been made with full knowledge that the State of New Jersey (the "State") will rely upon the truth of the statements contained herein in engaging the Bank as a depository for public funds. The Bank agrees that it shall maintain continued compliance with L. 2005, c. 51 and regulations promulgated thereunder while it holds moneys subject to the terms of this Agreement. The Bank acknowledges that upon its failure to make required filings thereunder or the making of a contribution prohibited thereunder, the Public Depositor may withdraw all moneys under this Agreement and any remedies available to the Public Depositor may be exercised against the Bank at law or in equity.

[Public Deposi	tory Bank]
By:	
Its:	
Date:	

TREASURER, STATE OF NEW JERSEY By: Its: Date:

#### JUDICIARY ACCOUNT DISBURSEMENT SUMMARY

				Annual	Annual ACH	Annual	Disbursement		Annual				Aged		Stale	Full
			Positive	Check	Transfers	Disbursement	File	Wire-in	Stop	Annual	ACH	Voids	Issue	Bank	Date	Bank
ACCOUNT DESCRIPTION		CDA	Pay <i>(6)</i>	Volume	(6)	Amount	Frequency	Activity	Payments	Forgeries	Rejects	(5), (6)	Deletions	Statement	Return	Recons
1 Drobation	FY2014	Yes	Yes	103,117	n/a	15,500,091	Monthly	Daily	71	r.	n/n	9,119	20	Monthly	Vac	Vac
1. Probation	FY2014 FY2015	res	res	103,117	II/d	17,003,962	wonthy	Daily	86	5	n/a	9,119 8,139	20	,	Yes	Yes
	112015			101,520		17,003,502			00			0,135	20			
2. Bail	FY2014	Yes	Yes	19,218	n/a	33,013,047	Daily	Daily	315	0	n/a	0	4	Monthly	Yes	Yes
	FY2015			18,394		30,587,735	,		276			0	4	,		
2. Special Civil	FY2014	Yes	Yes	14,437	n/a	548,404	Weekly	Daily	454	0	n/a	0	1,290	Monthly	Yes	Yes
3. Special Civil	FY2014	res	Tes	16,927	II/ d	908,779	WEEKIY	Dally	675	0	II/d	0		,	Tes	Tes
	112015			10,927		508,775			075			0	820			
4. Superior Court Trust Fund	FY2014	Yes	Yes	893	n/a	125,016,123	1-4 per week	Daily	18	0	n/a	0	3	Monthly	Yes	Yes
	FY2015											0				
					•									•		
5. Judiciary Automated Traffic System ACH	'1 FY2014	No	No	n/a	6,438	131,600,057	Monthly	None	n/a	n/a	1	n/a	n/a	Monthly	No	No
	FY2015				6,479	135,314,694					8					
	51/2011	.,		107	,		1.0		-		1					
6. Judiciary Appellate	FY2014 FY2015	Yes	Yes	497	n/a	216,167	1-2 per month	Daily	7	0	n/a	0	20	Monthly	Yes	Yes
	FY2015											0				
7. Judiciary Attorney Collateral	FY2014	Yes	Yes	205	n/a	119 331	1-2 per month	Daily	23	0	n/a	0	4	Monthly	Yes	Yes
	FY2015	105	105	203	nya	110,001	1 2 per montin	Duny	23	0	ii ju	0		wonting	165	105
			L	1 1				l	I			-				l
8. Supreme Court (2)	FY2014	Yes	Yes	233	n/a	64,278	1-4 per month	Daily	5	0	n/a	0	0	Monthly	Yes	Yes
	FY2015											0				
9. Judiciary Attorney Collateral ACH (3)	FY2014	No	No	n/a	62	205,674	Daily	None	n/a	n/a	13	n/a	n/a	Monthly	No	No
	FY2015															
10. MCLE <i>(4)</i>	FY2014	Yes	Yes	4	n/a	171,596	1-4 per month	Daily	0	0	n/2	0	0	Monthly	Yes	Yes
10. MCLE (4)	FY2014 FY2015	res	res	T	II/d	171,590	1-4 per monun	Dally	0	0	n/a	0		wonthiy	res	res
	L12012											0				
11. NJ Lawyer's Fund for Client Protection	FY2015															
			•				-	•	•							•
TOTALS	FY2014			138,601	6,500	306,249,094			893	5	14	9,119	1,341			
	FY2015			136,849	6,479	183,815,170			1,037	0	8	8,139	844			

(1) ACH debits initiated for all New Jersey municipal courts per month by Judiciary and one ACH credit initiated per month by Judiciary via an internet based ACH initiator system provided to the bank by the Judiciary. (2) Supreme Court account activity commenced 8/13/13. Totals represent 11 months of activity.

(3) Test pilot activity in the Judiciary Attorney Collateral account commenced on 5/28/14. During this pilot approximately 10% potential users had been given access to utilize the ACH process.

(4) MCLE account activity commenced on 5/23/24. Totals represent 2 months of activity.

(5) The Probation system (CAPS) is the only Judiciary system with the ability to transmit system void information to the bank via electronic file.

It is possible that at some point in the duration of this contract other systems may have this ability.

(6) Bank must have ability to accept files in CCD, CCD+, CTX and PPD formats.

Statistics are based on State of NJ Fiscal Year 2014 activity, with Fiscal Year 2015 added where available.

# EXHIBIT D

Voids\_Checks\_File\_Layouts

# DAILY CHECK VOIDS FILE LAYOUT - LENGTH 60:

01	СНК	REG-VOIDED-DTL.			
	05	OUT-VOID-INDICATOR	PIC	X(01)	VALUE 'V'.
	05	OUT-FILLER1	PIC	X(02)	VALUE SPACES.
	05	OUT-VOID-DATE.			
		10 OUT-VOID-YEAR	PIC	X(02)	VALUE SPACES.
		10 OUT-VOID-MONTH	PIC	X(02)	VALUE SPACES.
		10 OUT-VOID-DAY	PIC	X(02)	VALUE SPACES.
	05	OUT-CHECK-NUMBER.			
		10 OUT-CHECK-LEAD-0	PIC	9(01)	VALUE 0.
		10 OUT-CHECK-COUNTY	CODE PIC	9(02)	VALUE 0.
		10 OUT-CHECK-SEQUEN	ICE - NUMBER PIC	9(07)	VALUE 0.
	05	OUT-FILLER2	PIC	X(03)	VALUE SPACES.
	05	OUT-CHECK-ISSUED AMOU	JNT PIC	S9(09)V99	VALUE 0.
	05	OUT-FILLER3	PIC	X(05)	VALUE SPACES.
	05	OUT-ACCOUNT-NUMBER	PIC	X(10)	
			VALU	JE 'XXXXXXX	XXX'.
	05	OUT-FILLER4	PIC	X(12)	VALUE SPACES.

Seq Level	Name	Picture	Туре	Start	End	Length	Value
1	1 PNC-BANK-REC		AN	1	59	59	
2	2 BANK-HDR-SECTION		AN	1	59	59	
3	3 BANK-HDR-ACCT-NUMBER	X(10)	AN	1	10	10	
4	3 BANK-HDR-FILE-DATE		AN	11	18	8	
5	4 BANK-HDR-YEAR	X(4)	AN	11	14	4	
6	4 BANK-HDR-MONTH	X(2)	AN	15	16	2	
7	4 BANK-HDR-DAY	X(2)	AN	17	18	2	
8	3 FILLER	X(40)	AN	19	58	40	
9	3 BANK-HDR-INDICATOR	Х	AN	59	59	1	Н
10	2 BANK-SECTION REDEFINES BANK-HDR-SECTION		AN	1	59	59	
11	3 BANK-RECORD-CODE	Х	AN	1	1	1	
12	3 BANK-ISSUE-DATE		AN	2	9	8	
13	4 BANK-ISSUE-YEAR	X(4)	AN	2	5	4	
14	4 BANK-ISSUE-MONTH	XX	AN	6	7	2	
15	4 BANK-ISSUE-DAY	XX	AN	8	9	2	
16	3 BANK-CHECK-NUMBER		AN	10	19	10	
17	4 BANK-FILLER	Х	AN	10	10	1	
18	4 BANK-CHK-CTY-NUMBER	XX	AN	11	12	2	
19	4 BANK-CHK-NUMBER	9(7)	ZD	13	19	7	
20	3 FILLER	X(3)	AN	20	22	3	
21	3 BANK-AMOUNT	9(09)V99	ZD	23	33	11	
22	3 BANK-ACCT-NUMBER	9(15)	ZD	34	48	15	
23	3 BANK-CASE-NUMBER	X(11)	AN	49	59	11	
24	2 BANK-TRLR-SECTION REDEFINES BANK-SECTION		AN	1	59	59	
25	3 BANK-TRLR-ITEM-COUNT	9(10)	ZD	1	10	10	
26	3 FILLER	X(3)	AN	11	13	3	
27	3 BANK-TRLR-TOTAL-AMOUNT	9(9)V99	ZD	14	24	11	
28	3 BANK-TRLR-ACCT-NUMBER	X(10)	AN	25	34	10	
29	3 FILLER	X(24)	AN	35	58	24	
30	3 BANK-TRLR-INDICATOR	Х	AN	59	59	1	Т

#### File Structure

There are five different record types that define an ACH file containing PPD and/or CCD transactions. With the addition of the addenda record, there are 6 different record types that define a CCD+ file.

These record types include:

- (1) **File Header Record** This record designates the physical file characteristics and identifies the immediate origin and destination of the entries contained within the file. In addition, this record includes date, time, and file identification fields used to identify the file uniquely.
- (5) **Company/Batch header Record** This record identifies the Originator and briefly describes the reason for the transaction originated by the Originator. This record also identifies the bank as the institution for settlement, routing of returns, and other control purposes. In addition, the Company/Batch Header Record indicates the effective entry date of all transactions within the batch. The information contained in this record applies uniformly to all subsequent Entry Detail Records in the batch.
- (6) Entry Detail Record The Entry Detail Records contain the information necessary to route the entry to the Receiver (i.e., the Receiver's financial institution, account number, account type, receiving name, and the debit or credit amount.)

#### For CCD+:

- (7) **Addenda Record** This record provides business transaction information in a machine-readable format. It is usually formatted according to American National Standards Institute (ANSI), Accredited Standards Committee (ASC), X12 Standard or NACHA-endorsed banking conventions.
- (8) **Company/Batch Control Record** This record contains the counts, hash totals, and total dollar controls for the preceding detail entries within the indicated batch.
- (9) **File Control Record** This record contains dollar, entry, and hash total accumulations from all Company/Batch Control Records in the file. This record also contains counts of the number of records and the number of batches within the file.

EXHIBIT G



# 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.).

## EXHIBIT H

#### JUDICIARY ANALYSIS OF DISBURSEMENT INSTRUMENTS

ACCOUNT		CHECKS/AC		STOP PAYMENTS		DELETIONS FO (18 MONT		VOID	§***	ACH REJECTS	
ACCOUNT		DOLLARS	# OF TRANS	DOLLARS	# OF TRANS	DOLLARS	# OF TRANS	DOLLARS	# OF TRANS	DOLLARS	# OF TRANS
ROBATION	\$	15,654,852,84	102,313	51,278.20	377	\$ 27,934,75	334	\$ 744,658,47	8041	Not Appilcable	
IL								¥ (11/000/47		NUCAPPICADIS	Nol Applicabi
	\$	32,730,687,09	19,245	\$ 475,094.34		\$ 502.00	3	\$	0	Noi Applicable	Not Applicable
ECIAL CIVIL	5	458,031.77	13,405	\$ 6,126,00	138	\$ 469.00		3		Not Applicable	Not Applicable
PERIOR COURT TRUST FUNDS		95,368,465,41	831	\$ 9,165,680.99		\$ 8,793,27		<u>.</u>			
DICIARY APPELLATE				+ <u>0,1001000.85</u>		0,793,27		\$ <u>-</u>	D	Noi Applicable	Nol Applicabl
DIGIANT APPELLATE		197,915,00	526	\$ 295.00	1	\$ 4,720.00	16	\$	0	Nol Applicable	Not Applicable
DICIARY ATTORNEY COLLATERAL	\$	406.00	64	\$ 578.00	2	<u>.</u>		t			
PREME COURT **		Not systable	A1-1					¥		Not Applicable	Not Applicable
	<u> </u>	NULSTANDIE	Not available	Nol avellable	Not available	Not available	Not available	Not available	Noi avajjable	Not Applicable	Not Applicable
Included in the Superior Court Trust Funds St											

"included in the Superior Court Trust Funds Stop Payment totals is one (1) check for \$5,837,124.81. The is not typical of normal activity.

\*Supreme Court is a new function for the Judiclary Banking and Cash Management Unit, therefore activity totals are unevailable

\*\*\*DURING C/Y 20/2 ONLY THE PROBATION SYSTEM (CAPS) HAD THE ABILITY TO TRANSMIT SYSTEM VOID INFORMATION TO THE BANK VIA ELECTRONIC FILE. IN THE FUTURE IT IS POSSIBLE THAT THE OTHER SYSTEMS WILL HAVE THIS ABILITY.

#### Judiciary Superior Court Disbursement Services RFP

#### Electronic Images

# System Certification, Storage, Backup, and Disaster Prevention/Recovery

The State of New Jersey, by virtue of Public Law 1994, Chapter 140, allows the replacement of public records with digital images, so long as that the images are produced by an Image Processing System that has been reviewed by the State of New Jersey's Division of Archive and Records Management (NJDARM) and certified by the State Records Committee (SRC). The New Jersey Administrative Code (NJAC), 15:3-4 establish guidelines for imaging systems and the process for certification thereof. Any process, in part or whole, that requires a vendor to image, store, or destroy an official State document(s) must be reviewed by NJDARM and certified by the SRC.

The SRC does not "certify" the bank's imaging system directly, but rather the respective State agency's records management system of which the methodology for preservation of public records and the bank's imaging system are components. Subsequently, the banks hardware, and/or software are not certified; rather, it is the State agency that is certified.

Images and all documentation relating to the processes such as logs, error reports, edit reports, source code, and testing results should be maintained for the period of time, in accordance the SRC approved records retention schedule (Cancelled Checks S820300-002-0048-0000) which is currently seven (7) years. Additional information may be found at the NJDARM Web site: http://www.njarchives.org/links/njac-15-3-5.html.

The New Jersey Administrative Code requires the following for imaging system processes:

#### Imaging

Imaging systems used for public records shall conform to a framework for open systems environment including a comprehensive set of interfaces, services, and supporting formats.

Proprietary software must be placed in escrow for a period of time as defined by the document retention schedules of the organization responsible for the canceled checks, currently seven years. Application development software shall be based on the open system model defined in N.J.A.C. 15:3-4.2 and image processing systems shall run on standard hardware, operating systems, and networking systems.

Any image processing system used for public records shall support standard file formats and compression methods that allow for the interchange of documents with other systems. Recommended standards include Tagged Image File

Format (TIFF with G4 compression), CCITT Group III and/or IV, and Open Document architecture/Open Document Interchange Format (ODA/ODIF).

Imaging systems shall not be capable of altering a public record as scanned, except for standard computer-enhancement routines designed to improve legibility of scanned documents. Manual and/or automatic computerenhancement processes and procedures used shall be thoroughly documented for proof of authenticity. <u>A visual quality control evaluation shall be performed for</u> <u>each and every</u> scanned image and related index data as images are scanned. One to one visual verification maybe performed via personnel or a technical method. Imaging process must include a reject repair process that identifies scanning defects that may include;

- Image not the correct size
- Image cropped
- Image not the correct resolution
- Loss of detail in highlight or shadows
- Overall too light or too dark
- Uneven tonal values or flare
- Lack of sharpness/excessive sharpening
- Presence of digital artifacts (lines across picture)
- Image skewed or not centered
- Incorrect balance

The quality control of an imaging system determines the retention period of the paper documents prior to destruction. At minimum, banks should plan for a retention period of 60 days plus current month. To date, the longest retention period has been nine (9) months.

NJAC 15:3-4.6(e) requires a minimum scanning density of 200 dots per inch for canceled checks. Images must be capable of legal acceptance in a court of law or any other judicial criminal or civil proceeding. (Note: New Jersey Public Law 1994, c140 provides that as long as a bank's system complies with the rules promulgated by NJDARM, image processed documents can be used in evidence in any court or proceeding in New Jersey.)

As part of the application process, the bank must detail a complete system configuration and infrastructure (hardware, software, network) listing of all technology utilized in the image storage, and retrieval process including replacement cycle.

#### Storage

Electronic storage of public records must insure a maximum effort to protect records from time and tampering. The NJAC preferred storage method is Write Once Read Many (WORM) non-erasable optical disk. However, this does not preclude magnetic or other storage methodologies capable of satisfying the NJAC requirements for record preservation. At minimum, all images must be indexed with the information contained in the MICR line.

#### Backup of Images

The bank shall document established policies and procedures for daily, weekly, monthly, quarterly, or annual backup on microfilm, disk, tape, or other media. The bank must identify the off site location(s) and storage conditions for storage of the backup system(s), and document schedules for refreshing media.

#### Disaster Prevention & Recovery

The bank must be able to demonstrate, during an inspection of operations and a review of documented procedures that in the event of a system breakdown or catastrophic event State operations will be minimally affected and <u>State records</u> recovered intact.

The bidder shall describe and document disaster prevention and recovery (a.k.a. business continuity plan) plans including;

- 1. Disaster prevention & recovery continuity plans, policies and procedures;
- 2. Disaster Prevention/Recovery Plan documents and manuals;
- 3. Plan test cycle(s), including quarterly, annually, or otherwise scheduled tests:
- Offsite storage/vital records, including storage or magnetic tape, disks, microfilm, and hardcopy;
- 5. Hot and Cold site designation; and,
- 6. The bank must provide documentation on a demonstrated and tested plan to migrate images from current platform to other media including microfilm, computer output microfilm, and a future record keeping system.

#### Certifying Agencies for Bank Imaging of Cancelled Checks

A recently adopted revision of the New Jersey Administrative Code (N.J.A.C.) governing the Division of Archives and Records Management's (DARM) relationship with the State Records Committee (SRC), allows DARM flexibility in streamlining the process for the certification of bank image processing for New Jersey governmental agencies.

This revision coupled with the fact that a copy of a cancelled check is required to be maintained by a banking institution, creates a synergy for streamlining the certification process so that both New Jersey's governmental agencies or authorities and the banking industry can reap the benefits of a certified New Jersey Public Records Image Processing System.

A banking institution must initially work with a "seed" New Jersey governmental agency or authority to complete a full-blown certification for said agency. Once a banking institution has successfully assisted a seed-agency through the certification process, additional agencies may "reap" the benefits of that certification by pointing to the documentation of said certification.

Please access the following Department of State, Division of Archives and Records Management website for paid check image certification procedures: http://www.njarchives.org/links/check21.html

Judiciary Superior Court Disbursement Service RFP

## Destruction Requirements for State Records, Canceled Checks and Electronic Images

The NJ Department of State's Division of Archives and Record Management (NJDARM) is responsible for insuring that all public records are managed, preserved and destroyed in accordance with public law.

#### **Destruction of Canceled Checks**

The bank must destroy all public documents in accordance with state regulations and the retention schedule promulgated by NJDARM in consultation with the appropriate State agency and approved by the State Records Committee (SRC). The records retention schedule for the purposes of this bid is S820300-002-0048-0000: *Canceled Checks*. The bank should be prepared for the possibility of storing checks for a period of three (3) to nine (9) months.

#### Physical Destruction of Checks, Logs, and Reports

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

Specifically relating to the destruction of canceled checks;

- The bank or sub-contractor shall only destroy public records that have been authorized for destruction by the NJDARM through a completed and processed "Request and Authorization for Records Disposal" form. The State will be responsible for obtaining authorization 30 days prior to the first destruction. The bank should plan for an extended initial storage period pending approval of the disposal application by NJDARM and SRC approval for the disposal cycle. The State will also apply for an annual monthly destruction (yearly renewal required) schedule that allows for automatic monthly destruction.
- 2. When DARM authorizes disposal of records under this agreement, the records must be destroyed in fact to destroy their identity. The bank and/or sub-contractor shall not use, allow access to, or offer for resale or use any papers, documents, file record, material or any other form of records as files or for the information contained therein.
- 3. At all times during the removal and destruction process, canceled checks are to be treated in a secure manner and guarded against access by unauthorized persons. All records must be transported in a closed truck to the facility used for destruction. Destruction shall preferably take place the same day as pickup. If not, the material must be securely locked up until destruction takes place no later than three (3) working days after pickup. Destruction of all records shall be accomplished either by incineration,

pulping, shredding, or maceration. Records <u>may not</u> be bailed and/or placed in a sanitary landfill without being destroyed.

- 4. Upon destruction of the State records, the bank must send written notification to impacted State using agency management certifying destruction of records.
- 5. The certification letter must include the beginning and ending processing dates of the check series. For example, "The bank hereby certifies that all checks for accounts (list accounts) imaged between January 1, 20xx and January 30, 20xx have been destroyed in accordance with NJAC regulations for the destruction of public records. The documents for the above dates were delivered to [bank or disposal vendor name] disposal facility at [location] and [shredded/macerated/pulped] on [date delivered] and destroyed on [date destroyed.]

If at any time the bank does not meet the above procedure/standards for destruction of canceled checks, the State has the option of initiating the following:

- 1. The State will notify the bank in writing of the violation via certified mail. Upon receipt of the letter, the bank will be given ten (10) business days to correct violations.
- 2. If the bank has not performed the necessary corrective actions in ten (10) business days, the State shall demand and the bank will comply that all canceled checks be delivered to a Trenton Area designated warehouse for storage and subsequent destruction.
- 3. The bank shall reimburse the State for all reasonable expenses incurred for receiving the canceled checks and subsequent destruction.

#### Destruction of Images, Logs, and Reports held by Bank

Vendors must retain check images and any logs and/or reports generated during the imaging process of state checks in accordance with the retention schedule defined for the record series by NJDARM, currently ranges three (3) to seven (7) years from date of imaging. At the appropriate time, using agency shall obtain authorization from NJDARM to dispose of images and records eligible for destruction. Upon approval, using agency will notify the bank to immediately destroy the images and send certification of destruction to using agency.

At the conclusion of the retention period for paid check images (currently 7 years) and with written approval of NJDARM and the State, the bank must permanently delete and wipe all applicable records from the bank's computer systems. This includes magnetic tape, optical disks, backup/recovery systems, and hard drives.

### Exhibit K

#### JUDICIARY ARP REPORT REQUIREMENTS

	Reports	Sample Provided	Accounts	Monthly Image Record Required	Report Frequency	No. of Copies	Cut-off Date	Due Date	lssue Specific Detail Required	Location Code Totals	Page Breaks Between Location Codes Required	Daily Totals Required	Grand Total for Each Category/ Status Code Required
1**	Bank Proof ARP Reconciliation	Yes	All CDA	No	Monthly	1	Last Day of Month	7th business day after month end	Yes, ( a )	n/a	n/a	n/a	n/a
2**	Debit/Credit Adjustment Report	Yes	All CDA	No	Monthly	1	Last Day of Month	7th business day after month end	Yes	No	No	No	Yes
3**	Recap of Posted Items Report	Yes	All CDA	No	Monthly	1	Last Day of Month	7th business day after month end	No	No	No	Yes	Yes
4**	Monthly Consolidated Account Detail Summary Recap Report	Yes	All CDA	Yes	Monthly	1	Last Day of Month	7th business day after month end	Yes, (b)	Yes, (j)	Yes, (j)	No	Yes
5**	Monthly Unpaid Items Report	Yes	All CDA	No	Monthly	2	Last Day of Month	7th business day after month end	Yes,(c)	Yes, (j)	Yes, (j)	No	Yes
6**	Monthly Open Paid No Issue Report	Yes	All CDA	No	Monthly	2	Last Day of Month	7th business day after month end	Yes, ( h )	Yes, (j)	Yes, (j)	No	Yes
7**	Current Period Stop Payment Report	Yes	All CDA	No	Monthly	2	Last Day of Month	7th business day after month end	Yes, (d)	Yes, (j)	Yes, (j)	No	Yes,(f)
8**	Current Period Stops Removed Report	No	All CDA	No	Monthly	2	Last Day of Month	7th business day after month end	Yes, (i)	Yes, (j)	Yes, (j)	No	Yes,(f)
9**	Current Period Cancel Report	Yes	All CDA	No	Monthly	2	Last Day of Month	7th business day after month end	Yes,(d)	Yes, (j)	Yes, (j)	No	Yes,(f)
10**	Current Period Automatic Deletions for Stale Dated Issues Report	Yes	All CDA	Yes	Monthly	2	Last Day of Month	7th business day after month end	Yes,(e)	Yes, (j)	Yes, (j)	No	Yes,(f)
	Current Period Cancels Rejected Report		All CDA	No	Monthly	2	Last Day of Month	7th business day after month end	Yes, (g )	Yes, (j)	Yes, (j)	No	Yes,(f)
	Monthly Paid Only Report		All CDA	No	Monthly	1	Last Day of Month	7th business day		Yes, (j)	Yes, (j)	No	Yes,(f)

(a) With the exception of "New Issues" which must be supported by daily issue totals (recap of posted items), detailed issue specific documentation will be include to support all monthly account activity totals (including debit and credit adjustments) reflected in the ARP Reconciliation.

(b) Minimum required fields - check number, check amount (outstanding / Paid) date paid/stopped/cancelled, date issued, payee identification. Must be coded at a minimum using the codes reflected in the explanation of codes shown on the legend of the Monthly Consolidated Report. (see sample report # 4)

(c) Minimum required fields - check number, check amount, date issued, payee identification. Must be coded using at a minimum the codes

reflected in the explanation of codes shown on the legend of the Monthly Unpaid Items Report. (see sample report # 5)

(d) Minimum required fields -check number, date of stop/cancel, item presented (yes/no), item issued (yes/no), dated issued, amount. (see sample reports #7 and #9)

(e) Minimum required fields - check number, amount, date issued, payee identification. (see sample report #10)

(f) Requires summary page showing breakdown of the \$ amount and number of transactions by location code and include a state-wide total. Supreme Court, Superior Court Trust Fund, Appellate and Attorney Collateral CDA accounts will not require a breakdown by location code. Supreme Court, Superior Court Trust Fund, Appellate and Attorney Collateral CDA account check numbers run sequentially at a statewide level instead of at a location level.

(g) Minimum required fields - check number, date of cancel, reason for rejections (i.e. previously stopped, previously paid, etc).

(h) This report should reflect all activity concerning Paid No Issue activity. Minimum required fields - check number, amount, date paid, payee identification.

( i ) Minimum required fields - check number, date stop removed, date issued, amount, payee identification.

(j) Supreme Court, Superior Court Trust Fund, Appellate and Attorney Collateral CDA account check numbers run sequentially at a statewide level instead of at a location level and therefore are excluded from this requirement.

(k) Minimum required fields - check number, check amount, date paid, date issued, payee identification. Must be coded at a minimum using the codes similar to those reflected in the explanation of codes shown on legend of the Consolidated Report.

\* In some instances sample reports are excerpts only.

\*\* Number corresponds to sample report #.

\*\*\* No sample provided

EXHIBIT K. SAMPLES Page 1

# BANK PROOF ARP RECONCILEMENT STATEMENT



EXHIBIT K SAMPLES Page 2

#### RECONCILEMENT STATEMENT

ARP SERVICES			DATE: 12/31/08
ACCOUNT NAME: STATE OF NEW JERSEY PROBATION CD ACCOUNT TRENTON NJ 08625-0980	ACCOUNT PLAN TY	NUMBER: PE: PC	SITIVE PAY
SETTLEMENT OF OUTSTAND	ING ITEMS		
	.00 .00 ,421.02	- +	731,657.83
TOTAL ADJUSTMENTS TO PREVIOUS OUTSTANDING		•	.0, -21, 02
ISSUE FILE + 1,519, MANUAL ISSUES + REJECTED ISSUES - NEXT PERIOD ISSUES - NEW ISSUE TOTAL	,832.84 .00 .00 .00	+	1,519,832.84
CANCELLED ISSUES STOPPED ISSUES	•		62,949.06 51,788.58
CHECKS PAID THIS PERIOD - 1,517, CHECKS PAID NO ISSUE + ISSUES RECVD FOR PREV PNI - PAID CHECKS MATCHED TO ISSUES	216.50 .00 .00	-	1,517,216.50
CURRENT OUTSTANDING BALANCE		=	604,115.51
TOTAL OUTSTANDING FROM RECON REPORTS			604,115.51
RECONCILEMENT O		de===≈==	
CHECKS PAID ON RECONCILIATION 688 MISCELLANEOUS DEBITS	1	+	1,5 <b>17,216</b> .50 .80
TOTAL DEBITS THIS PERIOD			1,517,217.30
DEBIT ADJUSTMENTS * CREDIT ADJUSTMENTS * MISCELLANEOUS ADJUSTMENTS *		- + - +	.80 8,005.18 .00
TOTAL RECONCILIATION DEBITS		=	1,525,221.68
BANK STATEMENT TOTAL DEBITS			1,525,221.68

\* SEE ATTACHED LIST

PROCESSED BY: 561

SH5565- 33

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EXHIBIT K SAMPLES - Page 3

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EXHIBIT K SAMPLES Page 4

# **DEBIT / CREDIT ADJUSTMENT REPORT**

#### EXHIBIT K SAMPLES Page 5

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121008	180861920						<i>407. M</i> <sup>-1</sup>	98.00
121208		RETURNED		STALE	DATE			6,684.70
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121208	40798700	TOTAL		STALE				98.00
121208	408.07450	RETURNED	-	STALE		•		109.00
121208	40807451	RETURNED	-	STALE				6.75
121208	200741198	RETURNED		STALE				8.75 <sup>7</sup> /
121208	200749227		-	STALE				289.00
121208	200813726	RETURNED		STALE				<u>289.00</u> ♥ 6.75✓
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121908	150803406					DECISION	•	25.01
121908	150803430	RETURNED	-	PP/RPI	-	DECISION		39.00
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122308		RETURNED	-	STALE			-	203.00
122608	80809055	RETURNED	-	STALE				23.00
122908	110745530	RETURNED		STALE				20.90
122908	210796735	RETURNED	-	STALE			•	2.00
123008	80809037	RETURNED	-	STALE				86.00-
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EXHIBIT K SAMPLES Page 6

## **RECAP OF POSTED ITEMS REPORT**

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EXHIBIT K SAMPLES Page 7

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EXHIBIT K SAMPLE Page 8

## MONTHLY CONSOLIDATED ACCOUNT DETAIL SUMMARY RECAP REPORT

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EXHIBIT K 'SAMPLES ) Page 9

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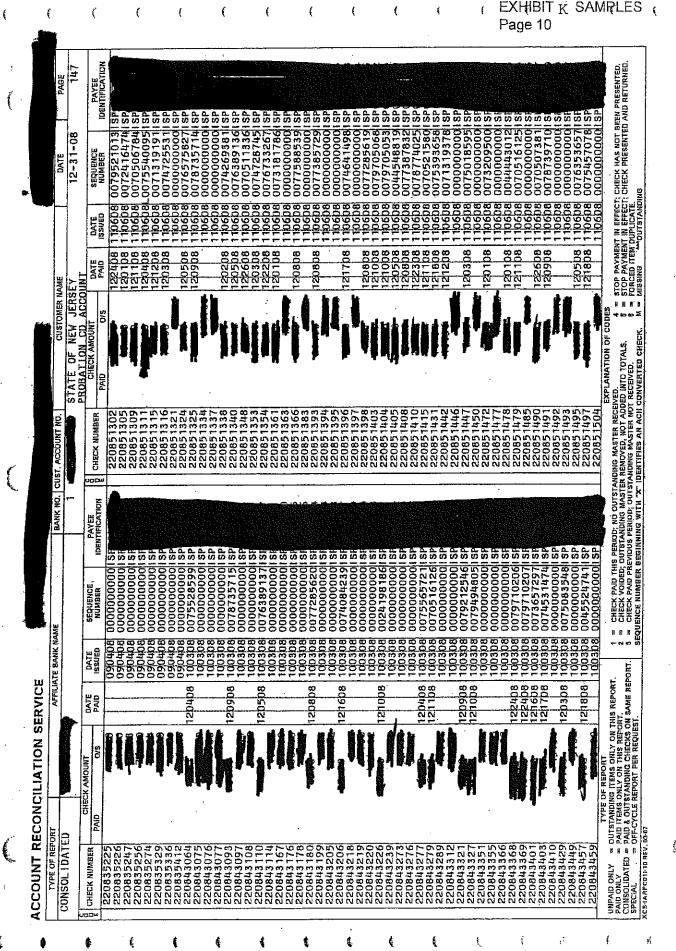
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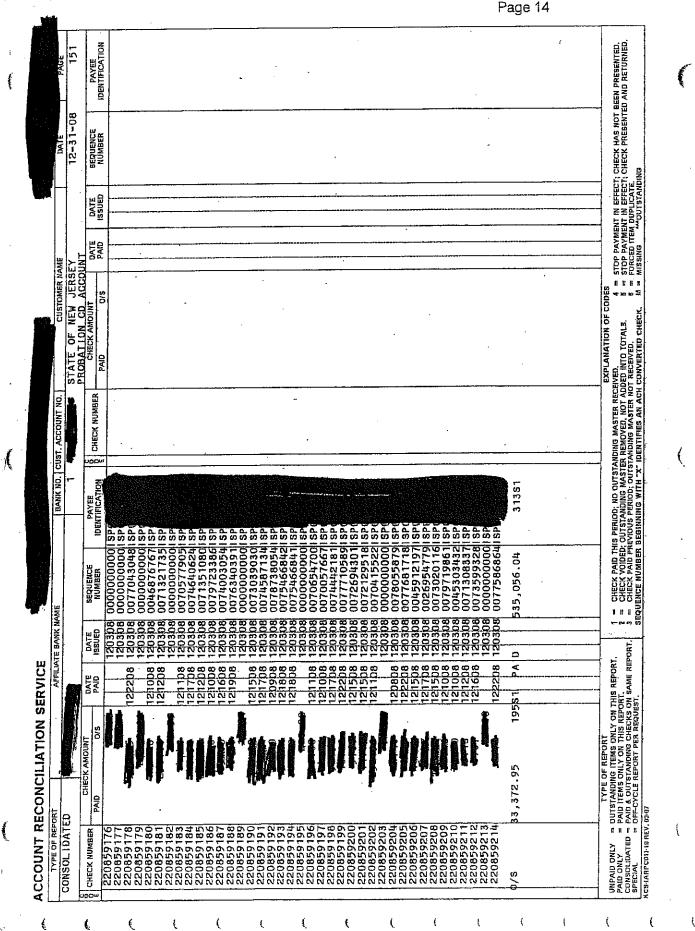
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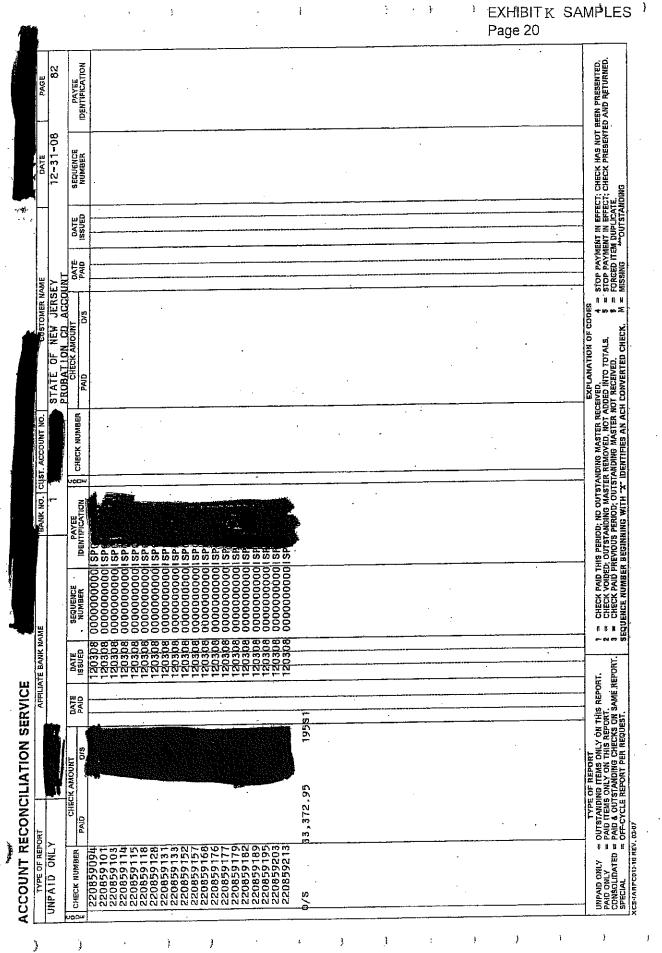
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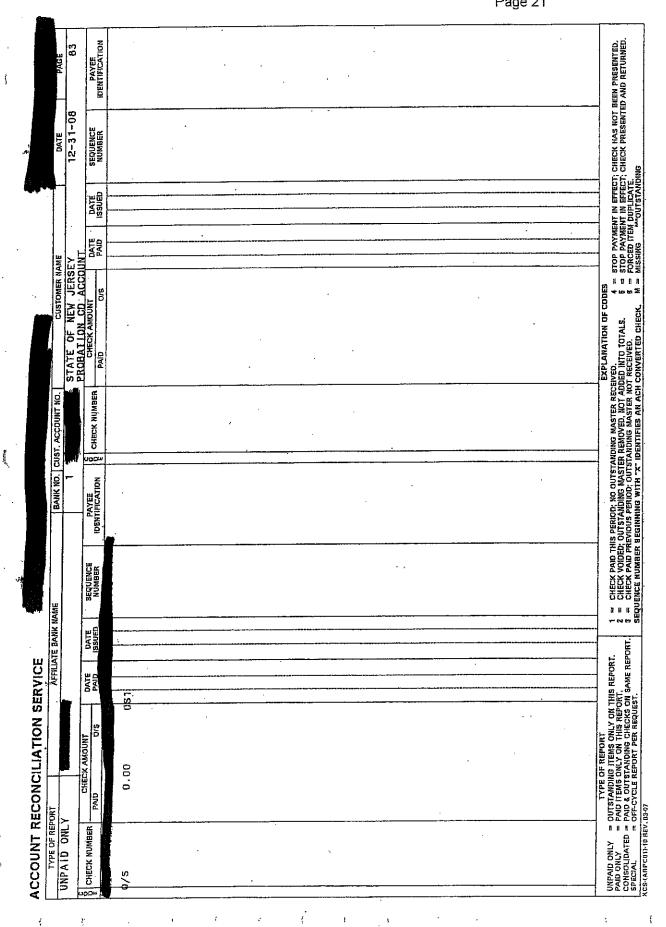
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EXHIBIT K SAMPLES ; Page 21

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PAGE	84 PAYEE IDENTIFICATION		۰۰ ۱۰	• • •	 		-		•	-	•	:	· . • .	•	-	:•	aeen presente d and returne	
DATE	12-31-08 sequence NUMBER		*		· · ·	······································					· · ·		· · · · · · · · · · · · · · · · · · ·			-	STOP PAYMENT IN EFFECT; CHECK HAS NOT BEEN PRESENTED. STOP PAYMENT IN BFFECT; CHECK PRESENTED AND RETURNED. PORCED ITEM DUPLICATE. MISSING ************************************	
	DATE		···												-	• 	YMENT IN EFFEC YMENT IN EFFEC ITEM DUPLICATE	
OMER NAME	JERSEY ACCOUNT DATE DATE	· · · · ·		* * * *		· · ·	· · ·	- <sup>e</sup>			·: .	, ,	<u> </u>				) <u> </u>	
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ACCOUNT NO.	HECK NUMBER								•		· · · ·		,, ,, , ,, ,,	•	· · ·	-	IDING MASTER RECEI REMOVED, NOT ADD ANDING MASTER NOT DENTIFIES AN ACH C	
BANK NO. CUST.		·	· · · ·			• •						• .	<u> </u>		• .		RROD, NO OUTSTA STANDING MASTER US PERIOD, OUTST IMMING WITH "X" 1	
	SEQUENCE NUMBER					•	· · · · · · · · · · · · · · · · · · ·	•••••••	· .		 - -	•	•				<ul> <li>CHECK PAID THIS PERIOD, NO OUTSTANDING MASTER RECEIVED.</li> <li>CHECK VOIDER, OUTSTANDING MASTER REMOVED, NOT ADPED INTO TOTALS.</li> <li>CHECK PAID PREVIOUS PERIOD, OUTSTANDING MASTER NOT RECEIVED.</li> <li>SEQUENCE NUMBER BEGINNING WITH "X" IDENTIFIES AN ACH CONVERTED CHECK.</li> </ul>	
SERVICE	DATE ISSUED		,		· · · · · · · · · · · · · · · · · · ·		· ·			-	<u>:</u>		<u>.</u>			.,		
ACCOUNT RECONCILIATION SERVICE	5	6,107GT														3	RT ONLY ON THIS REPO THIS REPORT. E CHECKS ON SAME F FR REQUEST.	
CONCILIAT	CHECK AMOUNT	604,115.51								-							TYPE OF REPO UTSTANDING ITEMS AID ITEMS ONLY ON AID & OUTSTANDING FF-CYCLE REPORT P	
CCOUNT REC		0/5 6 <sup>04</sup>	· · ·	•									• •		•		TYPE OF REPORT UNPAID ONLY = OUTSTANDING ITENS ONLY ON THIS REPORT. PAID ONLY = PAID ITENS ONLY ON THIS REPORT. COSOLIDATED = PAID & OUTSTANDING CHECKS ON SAME REPORT. SPECIAL = OFF-CYCLE REPORT PER REQUEST.	

# EXHIBIT K SAMPLES Page 23

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# MONTHLY OPEN PAID NO ISSUE REPORT

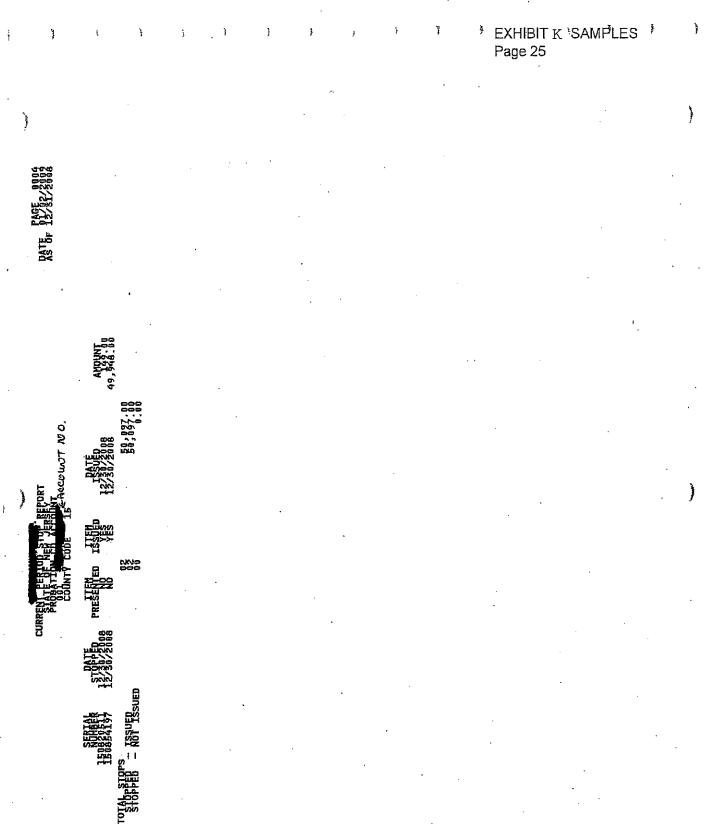
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## Sample Unavailable

EXHIBIT K SAMPLES Page 24

# CURRENT PERIOD STOP PAYMENT REPORT

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CRP92005-20B

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TOTAL AMOUNT 51,789,55 Leonal No. 1,496 TOTAL COUNT COUNTY HODE - Issued - Not Issued CRP9200F -20B

DATE PAGE 0005 AS OF 12/31/2008

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' EXHIBIT<sub>K</sub> 'SAMPLES Page 26

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EXHIBIT K SAMPLES Page 27

## CURRENT PERIOD STOPS REMOVED REPORT

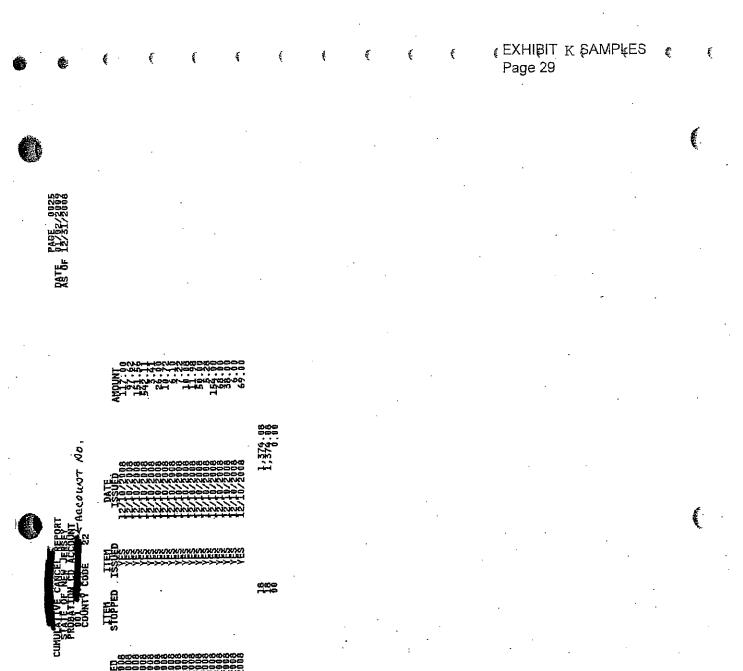
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# EXHIBIT K SAMPLES Page 28

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# CURRENT PERIOD CANCEL REPORT

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ICELS B - Not Issued

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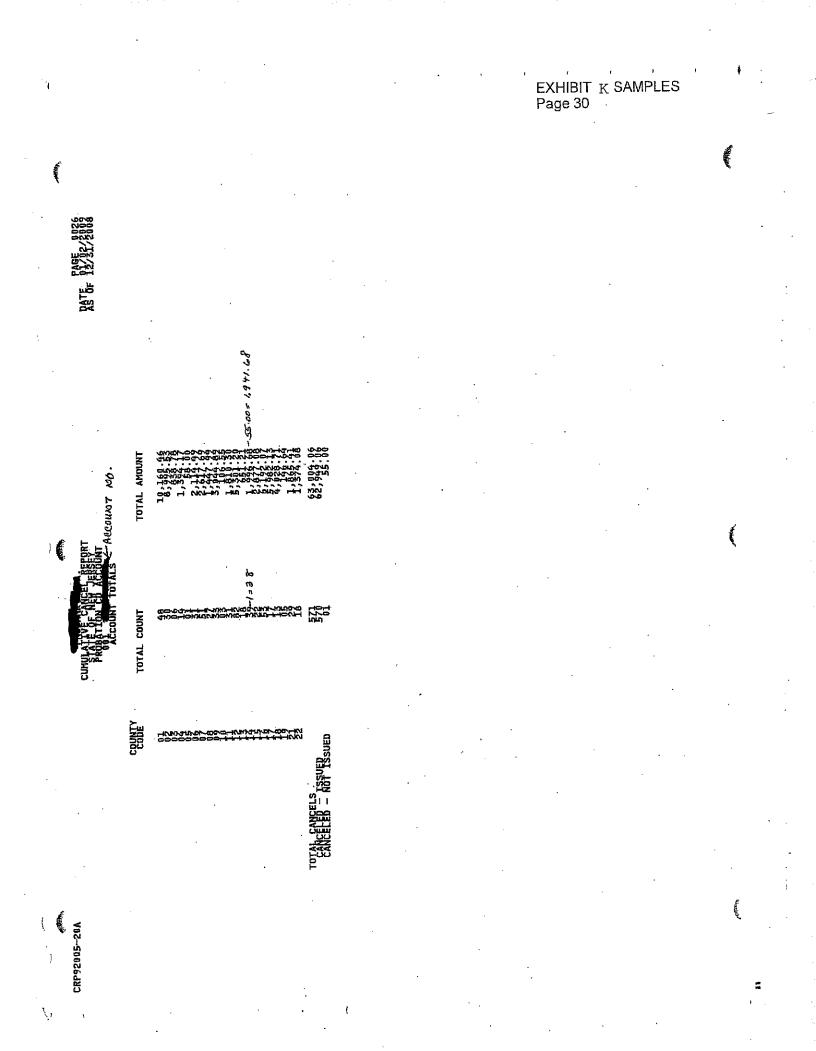
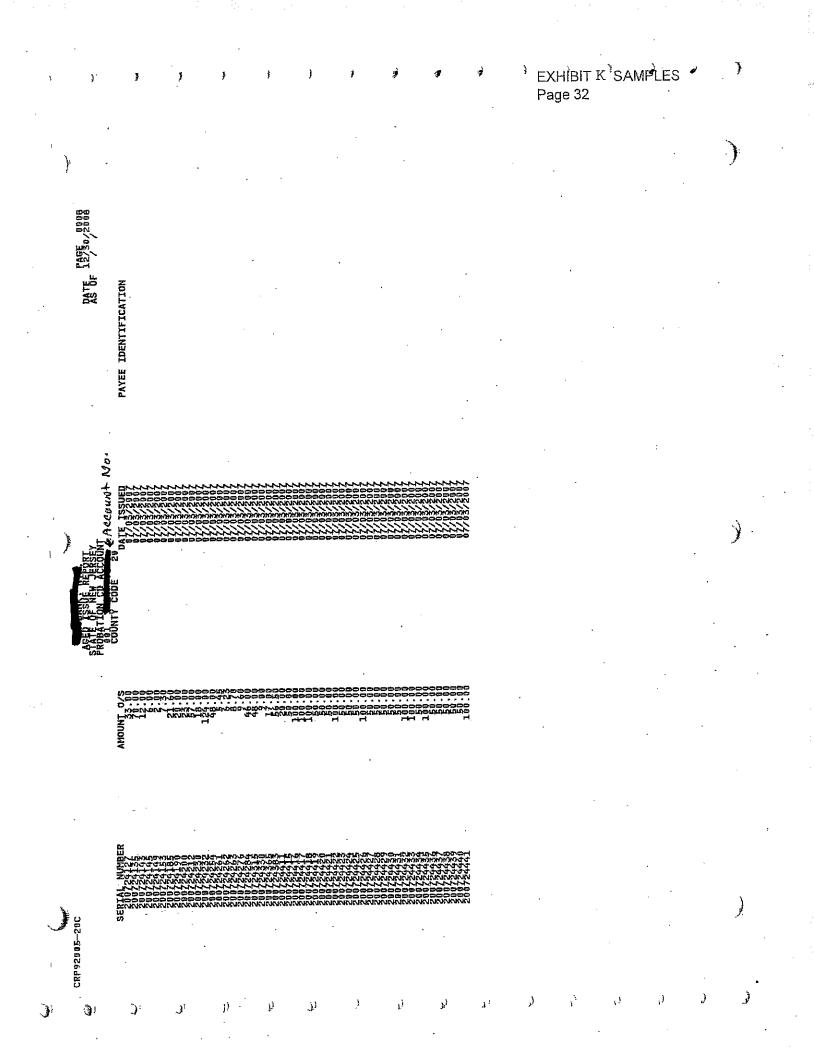
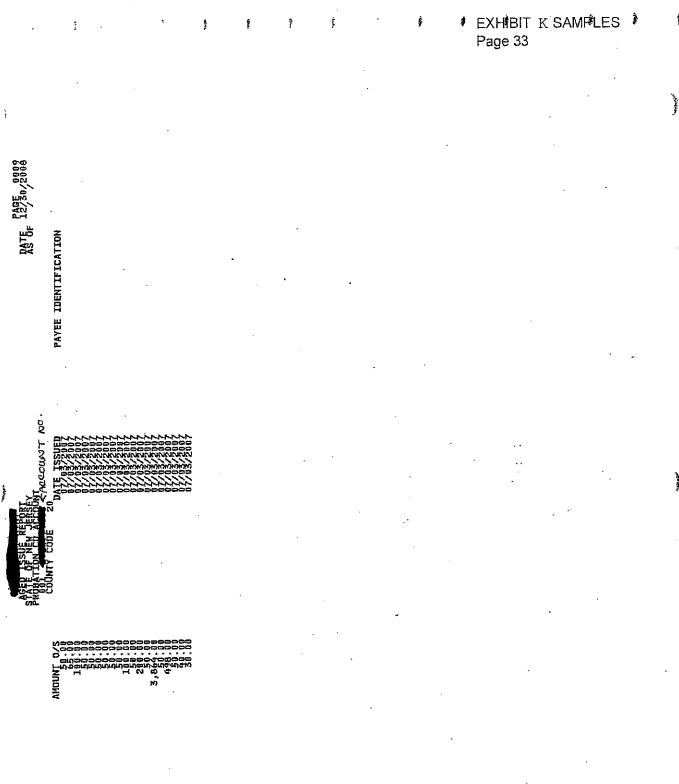
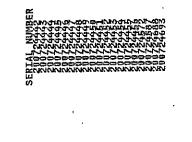


EXHIBIT K SAMPLES Page 31

### CURRENT PERIOD AUTOMATIC DELETIONS FOR STALE DATED ISSUES - AGED ISSUES <u>REPORT</u>







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PATE, 12/30/2008

AMOUNT TOTAL 7,915.38

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ITEM COUNT

county code 20

Account No.

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CRP92005-20C

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EXHIBIT K. SAMPLES Page 35

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EXHIBIT K SAMPLES Page 36

## **CURRENT PERIOD CANCELS REJECTED** REPORT

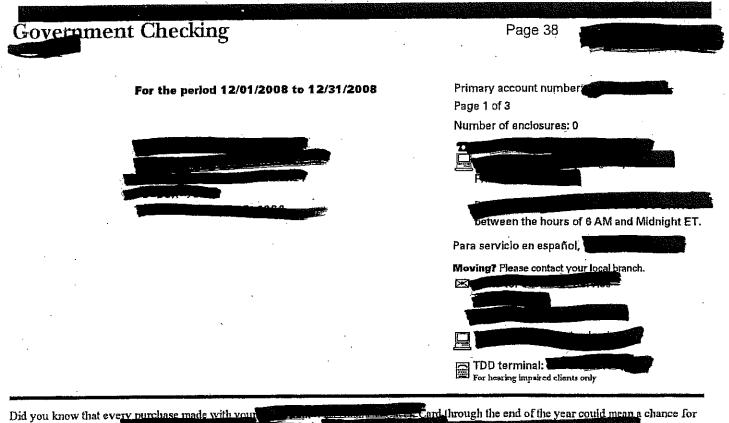
### SAMPLE UNAVAILABLE

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#### EXHIBIT K SAMPLES Page 37

## ACCOUNT STATEMENT

#### EXHIBIT K SAMPLES



you to help yourself an

S.

State Of New Jersey **Probation CD Account** 

#### **Government Checking Summary**

ccount number:

Balance S	ummary					
		Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance	
		81.28	1,525,231.40	1,525,221.68	91.00	
Deposits :	and Other Additi	ons		Checks and Other De	ductions	
Description	~	İtəms	Amount	Description	lterns	Amount
Other Addit	tions	45	1,525,231.40	Checks	6,903	1,525,220.88
			•	Other Deductions	1	0.80
Total		45	1,525,231.40	Total	6,904	1,525,221.68
Daily Bala	nce		•			······································
Date	Ledger balance		Date	Ledger balance	. Date	Ledger balance
12/01	0.00	•	12/11	0.70	12/23	104.00
12/02	6.00 0.00		12/12 12/15	0.00 7,436.20	12/24 12/26	203.00 0.00
12/03 12/04	0,80-	•	12/16	6.75	12/29	23.00
12/05	0.00		12/17	0.00	12/30	22.90
12/08	1,355.37 -		12/18 12/19	0.00 0.00	12/31	91.00
12/09 12/10	40.14 0.00		12/19	113.49		•
			r ·			

## **Government Checking**

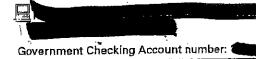


EXHIBIT K SAMPLES

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Page 39 For the period 12/01/2008 to 12/31/2008 STATE OF NEW JERSEY

Primary account number:

Page 2 of 3

and a

Activity	Detail	

#### **Deposits and Other Additions**

Other Additions		<b>.</b>
Date posted Amount	Transaction description	Reference number
12/01 21,856.19	Fed Wire In 016461	W016461 1201
12/02 6.00 -	Refer To Maker Return 000000120793847 Effective 12-01-08	007318487
12/02 16,841.05	Fed Wire In 012342	W032342 1202
12/03 19,473.08	Fed Wire In 011477	W011477 1203
12/04 12,917.70	Fed Wire In 013035	W013035 1204
12/05 6,544.77	Fed Wire In 017622	W017622 1205
12/08 24,992.32	Fed Wire In 010351	W010351 1208
12/09 40.14	Stale Dated Return 000000140811673 Effective 12-08-08	007822303
12/09 142,915.36	Fed Wire In 010955	W010955 1209
12/10 659,168.54	Fed Wire In 012923	W012923 1210
12/11 0.70 -	Misc Credit	00000079625744
12/11 103,902.16	Fed Wire In 012771	W012771 1211
12/12 C 286.56	Credit Adjustment Ref: Pgh0000001573789	001AES0000001573789
12/12 3 83,906.21	Fed Wire In 012592	W012592 1212
12/15 6,684.70	Effective 12-12-08	007136051
2/15 289.00 -		007146446
12/15		007136051
12/15 109.00 -		077136051
12/15 98.00		007136051
12/15 98.00 v	Stale Dated Return 000000040807450 Effective 12-12-08	007136051
t2/15 8.75		007135208
12/15 6.75 <sup>s</sup>	Stale Dated Return 000000200741198 Effective 12-12-08	007135208
2/15 82,794.47	Fed Wire In 013599	W013599 1215
12/16 6.75-	Refer To Maker Return 000000150779541 Effective 12-15-08	007309435
2/16 45,768.62	Fed Wire In 012045	W012045 1216
2/17 55,287.87	Fed Wire In 011757	W011757 1217
2/18 51,301.45	Fed Wire In 013870	W013870 1218
2/19 36,286.68	Fed Wire In 012942	W012942 1219
2/22 38.48	Refer To Maker Return 000000150803406. Effective 12-19-08	007608762
2/22 25.01	Effective 12-19-08 Refer To Maker Return 000000150803430 Effective 12-19-08	007626702
2/22 53,441.79	Fed Wire In 013289	W013289 1222

continued

Other Additions continued on next page

#### SCREEN PRINT OF POSITIVE PAY EXCEPTIONS

C.		My Profile   Message Center   1001	
		5 <b>6</b>	<u></u>
·		Quick Lli	aks
Exceptions Reports Help	Exceptions Decisions submitted after 03:00 PM ET will not be accepted. Account: all accounts		
	Account Serial Issue Issue Paid Paid Add'i Pay Number Number Date Amount Date Amount Data 1	ee   Payee   Exception   Account ne   2	t Action Exception
		No Exception Items Today	Exception
		No Exception Items Today	Exception
		No Exception Items Today	Exception
		No Exception Herns Today	Exception
		No Exception Hems Today	Exception
		No Exception Items Today	Exception
		Item Posted PAY Issue Missing	Exception
		item Posted PAY Issue Missing	Exception
		Hem Posted PAY Issue Missing	Exception
		Item Posted PAY Issue Missing	Exception
		Item Posted PAY Issue Missing	Exception
		Item Posted PAY	Exception
		Stale Dated PAY	Exception
		Voided Check PAY	Exception
		Stale Dated PAY	Exception
		Stale Dated PAY	Exception
		Voided Check PAY	Exception
		Stale Dated PAY	Exception

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	P As of Date	Return Item revious Day Report e: April 20, 2009 11:59 PM	
		Export All	
	REPRESENT		
Account:	· · · · · · · · · · · · · · · · · · ·		
· .	Elec	tronic Items	
Company Name	Company ID	atry Description. Co Discretionary Data	
NJ SUPPORT PYMT	9216000928	D CHILD	
Amoust	Name	Effective Date Reference #	
• •••••	Individual ID	Receiving ABA/Account	
	Transaction Type	Return Reason	
\$1,000.00	34005E965580	4/17/2009	<b>190</b>
	CHK CREDIT	R02-ACCOUNT CLOSED	
\$408.00	34007E277110	4/16/2009	<b>8</b> 8
\$,00100	C\$4444228	021201269	
	CHK CREDIT	R02-ACCOUNT CLOSED	
\$362.00	34039E025888	4/17/2009	
\$302.00	CCCCCCCC	021020220 (201010200606)	
	CHK CREDIT	R16-ACCOUNT FROZEN	
መግረት ወር	34039E025381	4/17/2009	ñî.
\$341.00	64057E025301	021200220 / 022010	
	CHK CREDIT	R03-NO ACCOUNT/UNABLE TO LOCATE	
#25.0.00	34017E198256	4/16/2009	
\$338.00	_ 54017E198250		
	SAV CREDIT	R02-ACCOUNT CLOSED	
<b>1</b> 100-00	34039E023097	4/16/2009	
\$122:00	64039E023097	Q21200025 (1000000000000000000000000000000000000	
	CHK CREDIT	R02-ACCOUNT CLOSED	
	240205025505	4/17/2009	
\$120.00	34039E025585	0212003	
	CHK CREDIT	RIG-ACCOUNT FROZEN	
	240125860896	4/17/2009	5153a)
\$118.86	34013E869886	4/17/2009	tistingi.
	CHK CREDIT	R03-NO ACCOUNT/UNABLE TO LOCATE	

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Tuesday, April 21, 2009

#### EXHIBIT N

	ACH Notification o Previous Day Ro	
	As of Date: April 20, 2009	
	Export All	
Account:		
	npany ID Entry Description	Co Discretionary Data
NJ SUPPORT PYMT 921	6000928 DDCHILD	
Name	Effective Date	Reference #
Individual ID Transaction Type	Receiving ABA/Account Return Reason	
Trunnesson Tite	Correct Information	
34033E191410	4/16/2009	
CHK CREDIT	C06-INCORRECT TRAN CD AN	ID ACCT NBR
		· · · · · · · · · · · · · · · · · · ·
3400513965620	4/17/2009	
CHK CREDIT	C03-INCORRECT T/R AND ACC	COUNT NBR
		· · · · · · · · · · · · · · · · · · ·

IF YOU RECEIVE A RETURN OF A PRENOTE ENTRY WITH CODE R03 OR R04, THIS INDICATES THAT THE RECEIVING FINANCIAL INSTITUTION IS UNABLE TO POST OR ACCEPT YOUR ENTRY. THE ACH RULES STATE YOU SHOULD NOT ORIGINATE ANOTHER PRENOTE OR LIVE DOLLAR ENTRY UNTIL YOU HAVE CORRECTED THE RECEIVER'S BANK INFORMATION.

Page 1 of 1

#### EXHIBIT O

File Layout Rejects (Return Incoming File) Daily

Page 1

#### Frequency: Daily

Header and Trailer Records.

Field Name	Position		Type C-Char D-Date N- Number	Format / Default Value	Description
TYPE	1-1	1	с		Header Value 1 Sub header value 5 Sub trailer value 8 Trailer value 9
FILLER	2-94	93	С		

Detail Records – Record type 6 and 7

Record Type 6

Field Name	Position	Length	Type C-Char D-Date N- Number	Format / Default Value	Description
TYPE	1-1	1	C	'6'	
FILLER	2-3	2	С		
DFI_IDENT	4-11	8	С		Routing Number
CHECK_DIGIT	12-12	1	С		
DF1_ACCT_NUM	13-29	17	C		Account Number
AMOUNT	30-39	10	N		
INDV_ID	40-54	15	C	-	
FIPS	55-59	5	С		
CONTROL_NUMBER	60-70	11	С	•	
FILLER	71-94	24	С		

Record Type 7

Field Name	Position	Length	Type C-Char D-Date N- Number	Default Value	Description
TYPE	1-1	1	C .	'7'	
RETURN_CODE (REJECT_REASON)	4-6	3	С		Return codes are listed with descriptions below.
CORRECT_DATA	36-64	29	С		For return codes starting with C except C04, the bank gives corrected routing number, account number and account type.
					C01_CORRECT_DATA C01_ACCOUNT 36-52 17

#### EXHIBIT O

 		Page 2		
		C02_CORRECT_DATA		
		C02_ROUTING	36-44	9
		C03_CORRECT_DATA		
		C03_ROUTING	36-44	9
		C03_ACCOUNT	48-64	
		17		
		C05_CORRECT_DATA		
		_	36-37	2
		C06_CORRECT_DATA		
		C06_ACCOUNT	36-52	
		17		
		C06_TRANS	56-57	2
		C07_CORRECT_DATA		
		C07_ROUTING		9
		C07_ACCOUNT	45-61	
		17		
		C07_TRANS	62-63	2

The following are the possible values for RETURN\_CODE

If RETURN\_CODE starts with 'R', then it is rejected. If RETURN\_CODE starts with 'C', then it is modified.

Return Code	Description
R01	Insufficient funds
R02	Account closed
R03	No account/unable to locate account
R04	Invalid account number
R05	Required pre-notification not received
R06	Returned per ODFI's request
R07	Authorization revoked by customer
R08	Payment stopped
R09	Uncollected funds
R10	Customer advises not authorized
R12	Branch sold to another DFI,
R13	RDFI not qualified to participate
R14	Account holder deceased
R15	Beneficiary deceased
R16	Account frozen
R17	File record edit criteria
R20	Non-transaction account
R23	Payment refused by biller
R29	Corp. customer advises not authorized
C01	Incorrect DFI, account number
C02	Incorrect transit/routing number
C03	Incorrect transit/routing number and DFI, acct num
C04	Incorrect individual name/receiving co name
C05	Incorrect transaction code
C06	Incorrect DFI, acct number and trans code
C07	Incorrect routing number, DFI, acct number, trans code

### Current Day Summary and Detail Report -

#### Presentments

Current Business Day: April 21, 2009

04/21/2009 02:44:15 PM

	Acct. Wam				 
ccount Balance Summa					
Current Ledger	\$0.00		Zero This Day		\$92,265.02
Current Available	\$0.00		1 Day Float		\$0.00
· · · · · · · · · · · · · · · · · · ·			2 + Day Float		\$0.00
Total Credits	\$92,265.02	1 Item(s)			
Total Debits	\$92,265.02	350 Item(s)			
CDA Summary			:	•	
Opening Available	\$0.00		. •		
CDA Checks Paid	350				
First Presentment	\$92,265.02				
Second Presentment	\$0,00				
Required Funding Amount	\$92,265.02		·		
7 WIGAIN					
Credits		· · · · · · · · · · · · · · · · · · ·			 
Debite #				•	
Debits	No đ	ebit data to re	port.	• 	 <u></u>
Debits	No đ			• • • • • •	 
Debits	No đ	ebit datá to re		• 	
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This report includes items received today but not yet posted. They are subject to verification and adjustment. Page 10 of 10