



We Bring the World to New Jersey

**New Jersey Sports & Exposition Authority**  
**Request for Proposals**  
**Banking Services**  
**Years 2023, 2024 & 2025**

Anyone downloading a copy of this RFP from the NJSEA website, as opposed to picking up a copy from the NJSEA offices, is required to send a notice of interest to Ms. Anna Acanfora @ [aacanfora@njsea.com](mailto:aacanfora@njsea.com), which should include company name, address, phone number and an e-mail address in order to receive any addenda.

# **REQUEST FOR PROPOSAL BANKING SERVICES**

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## **1.0 Introduction and Background**

The New Jersey Sports and Exposition Authority (NJSEA) is seeking sealed proposals from qualified financial institutions to provide depository and banking services. The NJSEA may consolidate multiple accounts and automate cash management services in order to reduce service charges and maximize investment opportunities so that significant savings can be realized.

A breakdown of NJSEA 2021 banking balances is labeled as "Exhibit #1".

Note: The banking balances shown in this Exhibit are in addition to balances which the NJSEA currently has with the New Jersey Cash Management System.

## **2.0 Scope of Services**

Please note that any annual activity levels indicated in the Request for Proposal are based on historical records. The NJSEA does not guarantee that activity levels as indicated in this proposal will continue at the same level during the contract period.

## **2.1 Description of Operating System**

The NJSEA currently maintains operating accounts and escrow accounts in accordance with the accounting structure and reporting standards set forth by the Governmental Accounting Standards Board (GASB) and therefore classifies its operations into (3) three different categories:

- General Fund
- Proprietary Fund
- Fiduciary Fund

To assure that adequate internal controls and segregation of funds exists, the NJSEA has a number of operating accounts, special escrow accounts, and a single payroll account.

The following is a list of the current bank accounts and a brief description of their purpose:

### **• Solid Waste Operating Account**

This account is used principally for disbursing checks used to pay for the operations of the NJSEA Solid Waste facility. Approximately \$6,097,044 was disbursed from this account in 2021. Activity in this account is expected to decrease.

- **Solid Waste Refund Account**  
This account is used for the specific purpose of providing refunds to NJSEA solid waste customers. There is minimal activity in this account. This account will eventually close.
- **NJSEA Operating Account**  
This is the major disbursement account and is used for receipts and payments related to NJSEA operations, other than those related to solid waste and sports complex. Checks are deposited into the operating account using both rapid deposits (from NJSEA offices) as well as deposits made at the local branch. Approximately \$43,106,656 was disbursed through this account in 2021.
- **Payroll Account**  
This account is used to disburse payroll to approximately 325 employees, as well as some of the employee benefits. On a bi-weekly basis, all employees receive direct deposits into their accounts. Approximately \$18,363,952 was disbursed through this account in 2021. On occasion it may be necessary to process a manual check.
- **Investment Account**  
This account is used principally for deposits of solid waste receipts. There is minimal activity in this account and it will eventually be closed.
- **Tax Sharing Account**  
This account is used as a dedicated pass-through account. Approximately \$ 10,403,424 was disbursed through this account in 2021. This account has approximately 6 receipts and 16 disbursements per year.
- **Restricted Asset Accounts**  
This account is used principally for special projects. In 2021, there was very little activity in this account. The balance in this account at the end of 2021 was approximately \$7,740,264.
- **Meadowlands Conservancy Account**  
This account is used for disbursements and receipts related to the operations of the Meadowlands Conservation Trust. The Conservancy generates its own revenues. Majority of activity in the account are internal transfers and minimal disbursements.

- **NJSEA MAGNET Fund**

This is a special purpose account used to disburse grants and other awards to Meadowlands Municipalities and other non-profit organizations. As of the end of 2021, approximately \$2 million still remains to be disbursed from this fund.

- **NJSEA Wetlands Project Fund**

This account is used to disburse funds derived from mitigation funds received from developers whose project includes development of wetland areas. The account is required to be segregated from the operating fund accounts for control purposes. At the end of 2021, this account had an approximate balance of \$71,337.

- **NJSEA Transportation Planning District Fund**

This account is used to disburse funds collected from developers for transportation improvements within the Meadowlands District. Additional deposits are also received through various grants from State and Federal sources. The account is required to be segregated from the operating fund accounts for control purposes. Majority of funding and current expenditures are through a U.S. Dept. of Transportation MASSTR II Grant. The total amount disbursed in 2021 was approximately \$1,600,142.

- **NJSEA Developers Escrow Account and NJSEA Special Escrow Account**

These are special purpose escrow accounts, which are required to be segregated from all other operating accounts. Some of the escrows represent deposits required of developers, which are refundable when they fulfill certain requirements. A majority of the amounts in these escrows represent short-term commitments expected to be fulfilled in the near future. Activity is anticipated on an ongoing basis; however it is dependent upon development projects.

- **Grandstand Account**

This account contains funds on deposit which are being used to fund the grandstand project. This project is considered to be short-term. The balance in the account at the end of 2021 was approximately 16,342,909.

- **MRRI (formerly MERI) Account**

This account is used mainly for the deposit of revenues and grant funds awarded to MRRI and to reimburse the NJSEA operating account for funds expended relating to the grants.

- **Sports Complex**

This account is used for the receipts related to the Sports Complex operations. Checks are deposited into the operating account using rapid deposits. This account is also used to fund other operating accounts. Approximately \$69,876,704 was transferred through this account in 2021.

- **MP Account Wagering**

This account is used for receipts and disbursements associated with the Racetrack. There is limited activity; the funds disbursed from this account are mainly for expenses to NJSEA. The disbursements for 2021 were approximately \$4,594,489.

- **NMR Account Wagering**

This account is used for receipts and disbursements associated with the Racetrack. There is limited activity; the funds disbursed from this account are mainly for expenses to NJSEA. The disbursements for 2021 were approximately 2,465,962.

In addition to the above accounts, the NJSEA maintains a number of Cash Management Accounts with the State of New Jersey Cash Management System. The NJSEA also has Special Escrow and Investments Accounts at several financial institutions.

## **2.2 Required Services**

a) Availability Schedule – The level of available funds will be determined by the following schedule –

- Items drawn on depository, wire transfers, ACH deposits, cash – SAME DAY
- Items drawn on local institutions – NEXT DAY
- Other items – FEDERAL RESERVE AVAILABILITY SCHEDULE

The above schedule shall be the maximum clearing schedule. If the Financial Institution could offer faster clearing services, they should outline this in the proposal. If the proposing Financial Institution is using an availability schedule other than the Federal Reserve Schedule, a copy must be included with the proposal.

It is expected that deposits will be accepted as late as 4:00 pm for same day account credit of those items immediately available. If a later same day credit deadline is available, this should be indicated in the proposal.

- b) Resource Personnel – The selected Financial Institution shall provide a management level personal contact and an alternate to be available to address any problems or concerns. Additionally, the awarded Financial Institution shall identify personnel in its operations department by functions that are available to answer questions pertaining to transactions that require explanations that are more detailed. The NJSEA shall be notified of personnel changes within 30 days.

Account Review – The selected Financial Institution shall have appropriate personnel review all of the NJSEA's accounts at least semi-annually and communicate any observations or trends to the CFO. In addition, the Financial Institution will keep the CFO informed of any new banking industry services.

- c) Auditor Requests – The selected Financial Institution shall comply with all requests from designated NJSEA auditors for information, records and reports relating to any and all NJSEA transactions and accounts.
- d) Direct Deposit of Employee Payroll Checks – The NJSEA operates on a bi-weekly payroll schedule for approximately 325 employees, all of which currently utilize direct deposit. For each payroll, an electronic file is created by ADP and transmitted to the bank.
- e) Online Wire and ACH Transfers/ACH Blocks and Filters – The selected Financial Institution shall have wire transfer capability to allow the NJSEA to wire transfer funds to and from various accounts with the bank via a secure Intranet site. The selected Financial Institution shall have automatic ACH Blocks and Filters.
- f) Internet Banking – The selected Financial Institution will provide on-line banking services. The Financial Institution will provide daily, on-line secure, real-time encrypted access to all accounts. This access should offer capability to view and track account balances, transaction summaries and transaction detail including debits, credits, and wires. The selected Financial Institution will provide secure on-line wire transfer, ACH origination, account transfers, ability to generate front and back images of all checks, ability to provide Rapid Deposits, the ability to process Positive Pay and payroll direct deposit files, stop payments and the ability to provide void check information. If additional technical requirements are necessary, the selected Financial Institution shall be responsible for all costs and necessary programming to accomplish this.

- g) Positive Pay – The NJSEA intends to utilize Positive Pay for all accounts with check disbursements. The selected Financial Institution shall have a method to accept positive pay files and notify the NJSEA of any exceptions.
- h) NSF Checks Redeposit – All returned checks due to insufficient funds would be automatically deposited a second time.

### **2.3 Required Account Maintenance**

- a) Daily Services – Daily balance and activity reports summarizing the previous day's transactions shall be available through the on-line banking system. Balance reporting shall include the previous day's ending ledger balances, collected balances, one-day float, two or more days float, total debits and credits to the accounts and the current day's beginning available balances. Activity reports shall include details of all debits and credits as to both amount and type. The NJSEA Chief Fiscal Officer's office shall be notified if encoding errors and corrections occur as well as any deposit corrections.
- b) Monthly Services – The selected Financial Institution will provide the following reconciliation and statement services –
  - Bank Statements – Calendar month-end statements shall be provided for all NJSEA accounts. The media should be compiled in CD format and be available online no later than (5) business days after each month.
  - Bank Reconciliation Services – Each checking account will require a file of paid checks, for each calendar month, with download capability on a monthly basis. Data required will include at least the account number, check serial number, check amount and date paid.
  - Monthly Account Analysis Statements – Detailed analysis statements, which itemize price and specify volume of all activities and fees and interest earned with the interest rate, must be provided for each month for all NJSEA accounts.

### **2.4 Interest Earnings**

The NJSEA currently receives interest earnings on all of its balances including balances in its compensating account. Interest is earned on balances based on a Treasury Bill Index, which is reset monthly.

## **2.5 Supplemental / Future Banking Services**

Daylight Overdraft – Please indicate in your proposal whether your financial institution allows temporary overdrafts to be covered within the same banking day and if so, if there is a fee when this occurs.

Future Banking Services – The NJSEA is constantly investigating ways to improve its banking services. With this in mind, the NJSEA would like to ensure that the selected Financial Institution be able to work with the NJSEA to achieve this goal. In your proposal please provide any pertinent information regarding additional services the Financial Institution may have to offer the NJSEA.

Miscellaneous – Include any additional information your Financial Institution finds relevant.

## **3.0 Conditions Qualifying a Financial Institution to Propose**

The proposing financial institution is subject to the following conditions:

- a) Designated Depository – The proposing financial institution must be a qualified depository for public funds pursuant to GUDPA. A copy of the latest certificate issued by the NJ Department of Banking should be provided with the proposal.
- b) Location – The proposing financial institution must have a branch office within a 5-mile radius of the NJSEA's headquarters in order to allow for daily deposits other than those processed through a Rapid Deposit system, (please see map at Exhibit #5, which is included for illustration purposes only).
- c) Investment Policy – The Proposal shall adhere to the NJSEA's investment objectives, stressing, in descending order of importance; safety, liquidity and yield.
- d) Safekeeping/Collateralization – The proposing financial institution acting as a depository for the County, must enter into a "depository agreement" requiring the depository to pledge collateral to secure all NJSEA funds with U.S. Government issued securities in an amount no less than 102% of the NJSEA's available balance on a daily basis. All securities serving as collateral shall be specifically pledged to the NJSEA (not as part of a pooled fund) and placed in a custodial account at a Federal Reserve Bank, or in a trust department of a commercial bank, or through another financial institution. The custodian shall send statements of pledged collateral to the NJSEA CFO's Office on a monthly basis. Please specify if there is a charge for this service.
- e) Required Audited Financial Information – Each proposal shall include an audited annual financial report for the past three (3) years. The successful proposing financial institution shall continue to furnish the NJSEA with annual financial reports during the term of the agreement.

#### 4.0 Instructions for Preparation and Submission of Proposal

The proposing financial institution submission must include:

- Original unbound proposal and six (6) copies.
- Pricing must be completed in Microsoft Excel format as provided to you, using a typical month such as the month of December 2021 for this purpose. (see Form #1)
- Proposal must include one specific contact person for the financial institution, along with contact information including an address, telephone number and email address. (see Form #3)
- A valid New Jersey Business Registration. Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the NJSEA) are prohibited from entering into a contract unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its proposal submission. Information concerning business registration may be obtained at the Division of Revenue website, <http://www.state.nj.us/treasury/revenue/>.

**As mandated by this Request for Proposal, failure to submit a copy of the Business Registration Certificate will be cause for rejection of the proposal.**

- The following required forms contained in Section "B" must be completed and submitted with proposal:

Form #1 – Banking Services Pricing Form  
Form #2 – Banking Services Questionnaire  
Form #3 – Banking Services Signature Page  
Form #4 – Bidder's Disclosure Form  
Form #5 – Bidder's Affidavit of Authorization  
Form #6 – Non-Collusion Affidavit  
Form #7 – N.J. Business Registration Requirement  
Form #8 – P.L. 2005, Ch. 51 Certification/EO117  
Form #9 – P.L. 2005, Ch. 271  
Form #10- Ownership Disclosure Form and  
Form #11- Disclosure of Investment Activities in Iran  
Form #12- MacBride Principles Form  
Form #13- Cert. of Non-Involvement in Prohibited Activities in Russia or Belarus  
Form #14- Setoff for State Taxes

A new page should be started for each section of the proposal with the individual pages headed with the following "section titles":

### ***Section I – Financial capability and stability***

Briefly describe your Financial Institution, at a minimum, include your assets, basic organizational structure, whether you are a regional, national or international financial institution. Provide brief descriptions of all branch locations within the Counties of Bergen and Hudson and a detailed description of the branch from which the main banking services will be provided.

Include a minimum of three and a maximum of five references, including company name, contact name, location, phone number and email. Public sector references are preferred.

### ***Section II – Training and System(s) Support***

Provide documentation on training of NJSEA personnel in the use of the financial institution information system(s) as well as ongoing support. The financial institution shall give the NJSEA a minimum of sixty (60) days notice of any changes to the financial institution's information system(s) that would effect the NJSEA's operations.

Provide documentation on the information system(s) available to enable the NJSEA to electronically interface, with the financial institution by using personal computers. This information should, as a minimum, include the use of Rapid Deposits for imaging of check deposits and positive pay services. Include information on your information systems' reliability, security file transmission capabilities and fraud prevention features and availability.

Provide a description of your back-up and disaster recovery procedures.

### ***Section III – Conversion Plan***

Provide a detailed plan and outline the timeframe needed for transition purposes. Include information on the types (i.e. job titles) of the persons involved with the transition team.

### ***Section IV – Required Account Maintenance***

Provide documentation on the types of daily balance and activity reports available. Indicate whether these will be hard copy or through on-line services. Include samples.

Provide documentation on the monthly reconciliation statement and services available.

### ***Section V – Supplemental/Future Banking Services***

Daylight Overdraft – Indicate if the financial institution allows temporary overdrafts to be covered within the same banking day and if there is a fee when this occurs.

Future Banking - Provide information on any known future banking services that could benefit the NJSEA and the related cost.

Miscellaneous- Any information the proposing financial institution finds relevant.

### ***Section VI – Interest Earnings***

The NJSEA currently receives interest earnings on all of its balances, including balances in its compensating account. Interest is currently earned on balances based on an index comprised of the discount rate on the 3-month Treasury Bill and is reset monthly. The financial institution could propose interest earnings based on a recognizable financial index, built on Treasury or Federal Funds rate.

### ***Section VII – Banking Service Fees***

Proposal Form #1 Banking Services Pricing Form -

Complete and attach the banking services pricing form. If a service cannot be met, the term "No Proposal" should be entered on the line item representing that service; you may propose an alternative, equivalent service by attaching a description of the service to the proposal form. NJSEA will be the sole judge if the alternative services will be acceptable.

If a service will be at no charge, then the term "No Cost" should be entered on the line item representing that service. If there is no unit cost per a particular service, but an annual fee, then the term "N/A" should be entered on the "Unit Price" line and an amount entered on the "Annual Cost" line.

If there are additional charges not identified, the financial institution should write in those items and specify the appropriate cost.

### ***Section VIII – Required Services***

Proposal Form #2 Banking Services Questionnaire – Verify that your Financial Institution will comply with all qualifying conditions, required services and that all information is included with your RFP.

Proposal Form #3 Signature Page – Complete and attach with the authorized signature and contact person.

## 5.0 Inquiries

Requests for clarifications and/or questions related to this RFP must be submitted in writing via regular mail or electronic mail, and received no later than noon on October 11, 2022. Questions received after that time will not receive a response. No interpretations of the RFP will be made orally. All interpretations will be issued by electronic mail and certified mail in the form of addenda to all parties who picked up a copy of the RFP from the NJSEA and to those parties that notified the NJSEA of their participation in accordance with the notice on the front page of this document. Additionally, all bid documents, including addenda, will be posted, and can be obtained on the NJSEA website. Address all inquiries to:

Anna Acanfora  
Director of Finance N J Sports & Exposition Authority  
1 DeKorte Park Plaza  
Lyndhurst, New Jersey 07071  
Aacanfora@njsea.com

## 6.0 NJSEA Evaluation Criteria

### a) Evaluation Committee

Submitted proposals will be evaluated by an Evaluation Committee.

### b) Review of Proposals

The Evaluation Committee will use a point formula during the review process to score proposals. Total scores will be determined by adding the points received for each section.

### c) Evaluation Criteria and Points

#### ***Section I***

***Points 0-10***

Financial capability and stability – Does the Financial Institution have the overall qualifications and ability to provide the necessary banking services for the NJSEA? What is the experience of the Financial Institution with other public entities? Did they include references?

#### ***Section II***

***Points 0-10***

Training and System(s) Support – Will the Financial Institution supply adequate training? Does the Financial Institution have reliable and secure information systems? Did the Financial Institution supply their back-up and disaster recovery procedures?

#### ***Section III***

***Points 0-5***

Conversion Plan – Was the conversion plan described in a concise and understandable manner?

**Section IV****Points 0-5**

Required Account Maintenance – Did the proposal include information on the types of daily/monthly reports and reconciliation services? Did they provide samples?

**Section V****Points 0-10**

Supplemental/Future Banking Services – What additional banking services can the Financial Institution provide? What are the costs associated with these services?

**Section VI****Points 0-25**

Interest Earnings – The highest interest rate earned on deposits shall receive 25 points. All others will receive point scoring in descending order based on the proposed interest rate. Each proposing bank must provide an explanation of how the monthly interest rate will be derived and provide this rate for the 3-month period from April 2022 through June 2022.

**Section VII****Points 0-35**

Banking Service Fees – The lowest and best overall costs indicated on Form #1 shall receive 35 points. All others will receive point scoring in descending order based on the proposed banking service fees.

**7.0 Contract Term**

The initial contract will take effect as near to January 1, 2023 as possible and terminate on December 31, 2025. There is the option of two (2) three-year renewals under the same terms and conditions.

Either party may cancel the contract due to non-performance or non-payment of services during the agreement as long as a 30-day written notice is provided to the other party.

**8.0 NJSEA Reservation**

NJSEA reserves the right to accept or reject, any or all proposals, in whole or in part, as deemed in the best interest of the NJSEA.

- a) This proposal request does not commit the NJSEA to make an award or to pay any costs incurred in the preparation of a proposal in response to this request.
- b) The proposals will become part of NJSEA files without any obligation on NJSEA's part.
- c) The vendor shall not offer any gratuities, favors, or anything of monetary value to any official or employee of NJSEA for any purpose.
- d) NJSEA has the sole discretion and reserves the right to cancel this proposal and to reject any and all proposals received prior to award, to waive any or all informalities and/or irregularities, or to re-advertise with either identical or revised specifications.

e) NJSEA reserves the right to request clarifications of any proposal.

## 9.0 Deadlines and Other Important Dates

RFP Release Date	October 4, 2022
Deadline for Questions	Noon, October 11, 2022
NJSEA Addenda/Responses to Questions issued	October 14, 2022
Proposal Due Date	3:00 pm, October 24, 2022
Approval by NJSEA Board	November 17, 2022
Implementation & Conversion	January 1, 2023

Proposals are to be delivered to:

Anna Acanfora  
Director of Finance NJSEA  
1 DeKorte Park Plaza  
Lyndhurst, New Jersey 07071

The package containing your proposal must show the name of the proposer and must be clearly marked in the lower left hand corner **"Proposal – Banking Services"**. Any proposal or unsolicited amendments to a proposal received after the Proposal Due Date and time will not be considered.

## 10.0 Facsimile/Electronic Proposals

Facsimile/electronic proposals are **not acceptable** for this project.

## 11.0 Public Records Access

It is the intention to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Proposal records may not be available for public inspection prior to issuance of the notice of intent to award the contract.

Subsequent to award, any proposals submitted in conjunction with this request will become a public record and consequently may be open for public inspection in response to a request. Please note that the NJSEA may not necessarily be able to withhold from public access, information submitted as part of a proposal that is considered confidential or proprietary by the proposing financial institution.

## 12.0 Method of Procurement

The method of procurement is competitive proposal, pursuant to the NJSEA procurement process. After submission of the written proposal, a qualified proposing financial institution may be requested to provide additional information or to make an oral presentation to the committee responsible for making final recommendations.

### **13.0 Proposal Irregularities**

The NJSEA reserves the right to waive minor errors or irregularities in any proposal at its sole discretion.

## **ADDITIONAL TERMS AND CONDITIONS**

### **14.0 New Jersey Affirmative Action Requirements**

*Mandatory Equal Employment Opportunity Language  
N.J.S.A. 10:5-31 et seq. (PL. 1975, C.127) N.J.A.C. 17:27-1.1 et seq.*

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided to the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2.**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website @[www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The Contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the Division from time to time in order to carry

out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

### **15.0 Insurance Requirement**

The selected Proposer shall be required to furnish the NJSEA with satisfactory proof that it has obtained the insurance described below from insurance companies or underwriters satisfactory to the NJSEA. The Proposer shall keep such insurance in force until each and every obligation assumed under the Contract has been fully and satisfactorily performed.

The selected Proposer shall be required to furnish the NJSEA certificates for the following types of insurance showing the type, amount, and class of operations insured, and the effective and expiration dates of the policies.

**Professional Liability Insurance** - shall be maintained during the course of this agreement. Said insurance shall consist of an errors and omissions policy in the amount of one million dollars (\$1,000,000). The Proposer shall pay any policy deductibles. Any and all subcontractors also must maintain insurance to cover their work associated with the project or alternatively such subcontractors must be insured under the policy of the Proposer.

**Compensation Insurance** - coverage "B", as required by state law for all employees who will be engaged in the work associated with this Contract. The Proposer shall require all subcontractors to provide similar workmen's compensation insurance for all of their employees, unless those employees are covered under the Proposer's insurance. If any employees engaged in hazardous work under this Contract are not protected under the workmen's compensation statute; the Proposer (and any subcontractors) shall also provide adequate employer's liability insurance protection of those employees.

All insurance certificates shall stipulate that the insurance will not be changed or canceled without giving at least 30 days written notice to NJSEA by certified mail.

### **16.0 Conflicts of Interest**

Respondents must identify and submit with their proposal any existing or potential conflicts of interest, as well as their representation of parties or other relationships that might be considered a conflict of interest and might affect or involve this assignment of the New Jersey Sports & Exposition Authority. Any such disclosure shall be supplemented as necessary on an ongoing basis.

## **17.0 Sales Tax**

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-1946838.

## **18.0 Offer of Gratuities**

- A. No proposer shall pay, offer to pay, or agree to pay either directly or indirectly, any fee commission, compensation, gift, gratuity, or other item of value of any kind to any State officer or employee or special State officer or employee (as defined by NJSA 52:13D-13b. & e.) in the Department of the Treasury or any other agency with which such proposer transacts or offers or proposes to transact business, or to any member of the immediate family (as defined by NJSA 52:13D-13i.) of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of NJSA 52:13D-13g.
- B. The solicitation of any fee, commission, compensation, gift, gratuity, or other item of value by any State officer or employee, or special State officer or employee, from any State proposer shall be reported in writing forthwith by the proposer to the Attorney General and the Executive Commission on Ethical Standards.
- C. No proposer may, directly or indirectly, undertake any private business, commercial, or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such proposer to, any State officer or employee, having any duties or responsibilities in connection with the purchase, acquisition, or sale of any property or services by (or to) any State agency or any instrumentality thereof; or with any person, firm, or entity with which he is employed or associated, or in which he has an interest within the meaning of NJSA 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee, or special State officer or employee, upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest.
- D. No proposer shall influence, attempt to influence, or cause to be influenced, any State officer or employee, or any special State officer or employee, in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E. No proposer shall cause or influence, or attempt to cause or influence, any State officer or employee, or special State officer or employee, to use (or attempt to use) his official position to secure unwarranted privileges or

advantages for the proposer or any other person.

- F. The provisions cited above in paragraphs A through E shall not be construed to prohibit a State officer or employee, or special State officer or employee, from receiving gifts from (or contracting with) proposers under the same terms and conditions as are offered or made to members of the general public, subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph C. above.

**19.0 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51,  
N.J.S.A.19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) AND  
EXECUTIVE ORDER 117 (2008)**

- A. In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, then-Governor James E. McGreevey issued Executive Order 134 on September 22, 2004. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, which was signed into law on March 22, 2005 ("Chapter 51"). On September 24, 2008 Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of this Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

- B. DEFINITIONS - For the purpose of this section, the following shall be defined as follows:
- 1.) Reportable Contributions – contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
  - 2.) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation

and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity", that individual's spouse or civil union partner and any child residing with that person.<sup>1</sup>

3.) Officer – a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

4.) Partner – one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

- C. BREACH OF TERMS OF THE LEGISLATION** – It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys,

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<sup>1</sup> Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

**D. CERTIFICATION AND DISCLOSURE REQUIREMENTS –**

1.) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or 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.

2.) 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 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 mean 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 Purchase Bureau 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 Purchase Bureau 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 Purchase Bureau Buyer, 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 RFP, as well as future contract opportunities.

3.) 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 Purchase Bureau website at shall be provided to the intended awardee with the Notice of Intent to Award.

**E. STATE TREASURER REVIEW –** The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that

any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

- F. ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271 –** Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if the filing is 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](http://www.elec.state.nj.us).

#### **20.0 Notice of Setoff for State Taxes**

- A. Pursuant to the N.J.S.A. 54:49-19, if the contractor is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) the NJSEA may set off that payment by the amount.
- B. The Bidder shall certify acknowledgement of this by completing Form #14 in the Required Forms Section.

#### **21.0 New Jersey Prompt Payment Act**

The New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et seq.) requires state agencies to pay for goods and services within sixty (60) days of agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of the receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by State agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

#### **22.0 Business Registration**

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the proposer and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, must comply with P.L. 2004, c. 57, which requires the Contractor and its subcontractor to collect and remit applicable State sales and use tax to the New Jersey

Division of Taxation on the sale of all goods and services in the State of **New Jersey subject to the provision of the "Sales and Use Tax Act," P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.)** Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

### **23.0 New Jersey Equal Pay Act**

"Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>."

#### **"3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT:**

3.8 DIANE B. ALLEN EQUAL PAY ACT Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>

### **24.0 Indemnification**

The proposer selected pursuant to this RFP shall indemnify the NJSEA and its members, officers and employees against any claim arising out of or resulting from performance of the proposer's services contemplated by this RFP.

**BANKING SERVICES PRICING FORM**  
**(PLEASE USE THE MICROSOFT EXCEL DOCUMENT INCLUDED WITH  
THIS RFP FOR COMPLETING THIS TABLE)**

The following table, using the month of December 2021, summarizes an estimate of the monthly activity in all of the NJMC's checking accounts and is provided for your convenience. Please complete with per item cost and total compensating balances.

Item	Volume	Fee	Cost	Compensating Balance
Account Maintenance	19		\$ -	
Deposit Ticket	45		\$ -	
Deposited Item	112		\$ -	
Checks Cleared	367		\$ -	
Returned Deposited Item	0		\$ -	
Stop Payment	1		\$ -	
Outgoing Wire	8		\$ -	
Incoming Wire	5		\$ -	
On-Line Banking Maintenance	1		\$ -	
Accounts (includes Escrow)	69		\$ -	
Transactions	543		\$ -	
CD Rom statements & transactions			\$ -	
ACH Debits	38		\$ -	
ACH Credits	15		\$ -	
Direct Deposit Maintenance	24		\$ -	
# Files Sent			\$ -	
# Debits	35		\$ -	
Wire/Mail Notification	35		\$ -	
Check Sort			\$ -	
Full Reconciliation Maintenance	2		\$ -	
Misc Rec. Charges			\$ -	
Checks Paid and Reconciled	356		\$ -	
Positive Pay Maintenance	3		\$ -	
Miscellaneous Fees			\$ -	
<b>TOTAL:</b>				
Reserve Requirement				
FDIC				
Float				
<b>GRAND TOTAL BANK FEES:</b>				
<b>Average Ledger Balances</b>				\$49,717,309
<b>Average Collected Balances</b>				\$49,630,505
Less Bank Fees				
<b>INVESTABLE BALANCE:</b>				
Rate (Dec 2021)				
<b>TOTAL MONTHLY INTEREST (Dec 2021)</b>				

**BANKING SERVICES QUESTIONNAIRE**

Bank Name: \_\_\_\_\_

Branch Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

## 1. Monthly bank statement:

Closing date: \_\_\_\_\_

Mail date: \_\_\_\_\_

Interest posting date: \_\_\_\_\_

2. CD-ROM available? Yes \_\_\_\_\_ No \_\_\_\_\_

Checks & deposited images available  
on-line? Yes \_\_\_\_\_ No \_\_\_\_\_

3. Wire transfers available by computer? Yes \_\_\_\_\_ No \_\_\_\_\_

Fed. Reference # on-line? Yes \_\_\_\_\_ No \_\_\_\_\_

4. Limit to number of transfers per month? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how many? \_\_\_\_\_

5. Intrabank transfers by computer? Yes \_\_\_\_\_ No \_\_\_\_\_

6. Daily account balance available? Yes \_\_\_\_\_ No \_\_\_\_\_

Web access? Yes \_\_\_\_\_ No \_\_\_\_\_

7. Participant in GUDPA **(REQUIRED)**  
**(Please provide current letter)** Yes \_\_\_\_\_ No \_\_\_\_\_

8. Permit redeposit of NSF checks? Yes \_\_\_\_\_ No \_\_\_\_\_

9. Stop payment by computer? Yes \_\_\_\_\_ No \_\_\_\_\_

10. Provide Annual Report/Financial Condition? Yes \_\_\_\_\_ No \_\_\_\_\_

Stock Ratings \_\_\_\_\_

ROA \_\_\_\_\_

Loans/Deposits \_\_\_\_\_

Risk Based Capital Tier 1 \_\_\_\_\_

Total \_\_\_\_\_

Non-Performing Assets/Total Year-end Assets \_\_\_\_\_

11. Hour that deposits must be made by for same day credit is: \_\_\_\_\_

Wires: \_\_\_\_\_

12. What Remote Check Image Deposit Solutions does your institution provide?  
What is the pricing for your solution and how would it affect compensating  
balance and/or interest rate? Describe features.

13. Direct deposit or payroll available? Explain procedure:

14. Explain funds availability policies.

15. Do you have a dedicated government services team? If yes, please list the  
principal members, their roles and their locations.

16. Any other features that you would like to be known?

**Form #2**

The NJSEA reserves the right to reject any/or all proposals and the right to accept the proposal that it considers most favorable to the Commission's interests. In addition, the NJSEA reserves the right to seek new proposals when such a procedure is in its best interests.

Completed by:

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Name

---

Title

---

Telephone Number

**Banking Services – Signature Page**

By submitting a proposal we have read the NJSEA's Request for Proposal for Banking Services and fully understand its intent. We certify that we have adequate personnel, equipment and facilities to fulfill the requirements. Our Financial Institution further certifies that our capital structure is in compliance with all current federal regulations and we are a qualified depository for public funds under GUPDA.

Financial Institution Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone / Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Proposal Contact Person:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone / Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

# BIDDER'S DISCLOSURE FORM

## For

### NJSEA Banking Services RFP

PURSUANT TO THE PROVISIONS OF CHAPTER 33  
OF THE LAWS OF 1977, ALSO KNOWN AS N.J.S.A. 52:25-24.2  
WHICH BECAME EFFECTIVE MARCH 8, 1977.

Each Bidder shall furnish below the names and home address of all stockholders of the corporation who own 10% or more of the stock of said corporation; or in case of a partnership, the Bidder is to furnish the names and addresses of all partners who have a 10% or greater interest in the partnership.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**BIDDER'S AFFIDAVIT OF AUTHORIZATION**  
**For**  
**NJSEA Banking Services RFP**

State of \_\_\_\_\_

ss:

County of \_\_\_\_\_

\_\_\_\_\_ (Name of Bidder), being duly sworn, deposes and says that:

- he/she resides at \_\_\_\_\_  
\_\_\_\_\_;
- he/she is the \_\_\_\_\_ (Title) who signed the Bid Forms for this RFP;
- he/she is duly authorized to sign, and that the Bid is a true offer of the Bidder, and the seal attached is the seal of the Bidder; and,
- all the declarations and statements contained in the Bid are true to the best of his/her knowledge and belief.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_, 20\_\_

**NON-COLLUSION AFFIDAVIT**  
**For**  
**NJSEA Banking Services RFP**

State of \_\_\_\_\_

ss:

County of \_\_\_\_\_

I, \_\_\_\_\_ (Name), of the municipality of \_\_\_\_\_  
\_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
\_\_\_\_\_ being first duly sworn, depose and say that:

- I am the \_\_\_\_\_ (Title) of the firm \_\_\_\_\_  
\_\_\_\_\_ the Bidder making the Bid for this Contract.
- I execute the Bid with the full authority to do so.
- Said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project.
- All statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the New Jersey Meadowlands Commission relies upon the truth of the statements contained in the Bid and this affidavit in awarding this Contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or commercial or selling agencies maintained by the Bidder.

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Type or print name under signature)

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_, 20\_\_

**New Jersey Business Registration**

(Include Certificate)

**INFORMATION AND INSTRUCTIONS**  
**For Completing the "Two-Year Vendor Certification and Disclosure of**  
**Political Contributions" Chapter 51 Form**

**Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

**Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsol/>) to check the status of a vendor's Chapter 51 certification before contacting the Review Unit's mailbox at [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov). If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

**Instructions for Completing the Form**

**Part 1: BUSINESS ENTITY INFORMATION**

**Business Name** – Enter the full legal name of the vendor, including trade name if applicable.

**Address, City, State, Zip and Phone Number** -- Enter the vendor's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor's primary email address.

**Vendor FEIN** – Please enter the vendor's Federal Employment Identification Number.

**Business Type** - Check the appropriate box that represents the vendor's type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

## **Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

## **Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

### **Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

#### **State Agency Procedure for Submitting Form(s)**

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

#### **Business Entity Procedure for Submitting Form(s)**

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

#### **Questions & Information**

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eq134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey  
Department of the Treasury

**Division of Purchase and Property**  
Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting  
recertification ☐

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.**  
**MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

**All Officers of a Corporation or PC**

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**10% and greater shareholders of a corporation  
or all shareholders of a PC**

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**All Equity partners of a Partnership**

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**All Equity members of a LLC**

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If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____	
Address of Recipient _____	
Date of Contribution _____ Amount of Contribution _____	
Type of Contribution (i.e. currency, check, loan, in-kind) _____	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.	
<div>Remove Contribution</div>	
<div>Add a Contribution</div>	

- ☐ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification** (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_


**Procedure for Submitting Form(s)**

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**

	<b>STATE OF NEW JERSEY</b> <b>DEPARTMENT OF THE TREASURY</b> <b>DIVISION OF PURCHASE AND PROPERTY</b>
	33 WEST STATE STREET, P.O. BOX 0230 TRENTON, NEW JERSEY 08625-0230

**VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**PUBLIC LAW 2005, CHAPTER 271**

**CONTRACT #:** \_\_\_\_\_ **VENDOR/BIDDER:** \_\_\_\_\_

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

**NOTE** that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

**DISCLOSURE**

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
		\$	
		\$	
		\$	
		\$	
<i>Attach additional sheets if necessary</i>			

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: \_\_\_\_\_ VENDOR (BIDDER): \_\_\_\_\_

**PART 1**

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

**PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.**

- |  |     |    |
|--|-----|----|
|  | YES | NO |
|--|-----|----|
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor (Bidder)?  
  

IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.

IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 - 4 BELOW.
  2. Of those parties owning a 10% or greater interest in the Vendor (Bidder), are any of those parties individuals?
  3. Of those parties owning a 10% or greater interest in the Vendor (Bidder), are any of those parties corporations, partnerships, or limited liability companies?
  4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3?

**IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.**

**PART 2**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 - 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor (Bidder). Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

**INDIVIDUALS**

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

*Attach Additional Sheets if Necessary.*



## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR/BIDDER NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities: \_\_\_\_\_

Relationship to Vendor/ Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

*Attach Additional Sheets If Necessary.*CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Print Name and Title



## MACBRIDE PRINCIPLES FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
30 WEST STATE STREET, P.O. BOX 280 TRENTON, NEW JERSEY 08625-0280

BID SOLICITATION # AND TITLE: \_\_\_\_\_

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

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

**CONTRACT / BID SOLICITATION TITLE** \_\_\_\_\_

**CONTRACT / BID SOLICITATION No.** \_\_\_\_\_

**CHECK THE APPROPRIATE BOX**

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,<sup>1</sup> section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

**OR**

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Description of Prohibited Activity**

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*Attach Additional Sheets If Necessary.*

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

\_\_\_\_\_  
Vendor Name

<sup>1</sup> Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**STATE OF NEW JERSEY****NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX FOR CONTRACT WITH  
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996, and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the state of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, which pursuant to N.J.S.A. 43:21-14.4 also includes any indebtedness greater than or equal to \$300 that is due to the Unemployment Compensation Fund, the State Disability Benefits Fund, and the Family Temporary Disability Leave Account, the Director of the Division of Taxation or the Office of Management and Budget shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S-corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE"

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print or Type Name of Signer: \_\_\_\_\_

Print or Type Title of Signer: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit #1****Primary Bank Monthly Balances  
CY2021**

	<b>Bank Statement Balance</b>	<b>Book Balance</b>	<b>Ledger Balance</b>
<b>January</b>	\$ 34,739,927	\$ 33,387,358	\$ 33,387,358
<b>February</b>	\$ 32,083,150	\$ 31,318,924	\$ 31,318,924
<b>March</b>	\$ 33,742,994	\$ 33,204,138	\$ 33,204,138
<b>April</b>	\$ 37,029,005	\$ 36,351,725	\$ 36,351,725
<b>May</b>	\$ 34,631,641	\$ 33,989,987	\$ 33,989,987
<b>June</b>	\$ 37,917,531	\$ 37,061,939	\$ 37,061,939
<b>July</b>	\$ 32,639,704	\$ 31,531,744	\$ 31,531,744
<b>August</b>	\$ 54,998,134	\$ 54,761,928	\$ 54,761,928
<b>September</b>	\$ 54,761,796	\$ 54,452,289	\$ 54,452,289
<b>October</b>	\$ 54,556,276	\$ 52,700,128	\$ 52,700,128
<b>November</b>	\$ 61,135,499	\$ 57,221,031	\$ 57,221,031
<b>December</b>	\$ 55,562,081	\$ 55,008,466	\$ 55,008,466

**N.J. Cash Management Monthly Balances  
CY2021**

	<b>Balance</b>
<b>January</b>	\$ 9,564,061
<b>February</b>	\$ 9,756,469
<b>March</b>	\$ 9,329,509
<b>April</b>	\$ 9,471,831
<b>May</b>	\$ 9,215,080
<b>June</b>	\$ 9,364,005
<b>July</b>	\$ 9,765,995
<b>August</b>	\$ 10,743,379
<b>September</b>	\$ 11,608,114
<b>October</b>	\$ 13,251,534
<b>November</b>	\$ 12,901,967
<b>December</b>	\$ 13,499,043

**COLLATERAL PLEDGE AND CONTROL AGREEMENT****COLLATERAL FOR PUBLIC DEPOSITS**

Collateral Pledge and Control Agreement dated as of August 2, 2005 (the "Agreement") among the New Jersey Meadowlands Commission, a public body corporate and politic established pursuant to N.J.S.A. 13:17-5 (the "Commission"), Commerce Bank /North (the "Bank") and JPMorgan Chase Bank, N.A., Institutional Trust Services (the "Collateral Agent").

**WHEREAS**, the Commission has selected the Bank as a depository for certain of its funds and will maintain public deposits with the Bank;

**WHEREAS**, the Bank has agreed to act as the depository for those funds and shall secure those funds not insured by the Federal Deposit Insurance Corporation by pledging securities of the type described herein on Exhibit A hereto; and

**WHEREAS**, the Collateral Agent agrees to provide safekeeping services and to hold any securities deposited by the Bank in a custodial account established for the benefit of the Commission, as secured party, pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth hereinafter, the parties hereto agree as follows:

**1. Definitions.**

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Collateral Agent in the name of and for the benefit of the Commission, as secured party, in accordance with this Agreement.

(b) "Adjusted Market Value" shall mean the Market Value multiplied by the applicable Valuation Percentage.

(c) "Authorized Person" shall be any officer of the Commission, the Bank or the Collateral Agent, as the case may be, duly authorized to give Oral Instructions, Electronic Communication, or Written Instructions on behalf of the Commission, the Bank or the Collateral Agent, such persons to be designated in the Certificate.

(d) "Bank" shall mean any bank as defined by the banking law of the State of New Jersey or a national banking association located and authorized to do business in New Jersey.

(e) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering government securities.

(f) "Business Day" shall mean any day on which the Collateral Agent and the Bank are open for business and on which the Book Entry System and/or the Depositories are open for business.

(g) "Certificate" shall mean the Certificate substantially in the form of Exhibit B attached hereto, as such Exhibit may be amended from time to time.

(h) "Collateral Requirement" shall mean the amount of all Uninsured Deposits at any time multiplied by the Margin Percentage.

(i) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(j) "Deposits" shall mean all Uninsured Deposits by the Commission in the Bank that are available for all uses generally permitted by the Bank to the Commission for actually and finally collected funds under the Bank's account agreement or policies.

(k) "Electronic Communication" shall mean any Written Instructions delivered to the Bank or the Collateral Agent by e-mail or other electronic means acceptable to both parties.

(l) "Eligible Securities" shall mean any securities of the types enumerated in the schedule of Eligible Securities attached hereto as Exhibit A, as such schedule may be amended from time to time to permit only such other securities as are permitted under N.J.S.A. 52:18-16.1 et seq., as amended. Such schedule may establish limitations pertaining to the types or amounts of Eligible Securities which may be provided pursuant to this Agreement.

(m) "Margin Percentage" shall equal one hundred five percent (105%) unless otherwise amended in accordance with law by the Bank and the Commission.

(n) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Collateral Agent by a generally recognized source selected by the Collateral Agent or by the Bank or the most recently available closing quotation from such source plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value or a closing price for a particular security, the market value shall be as determined by the Collateral Agent in its sole discretion based on information furnished to the Collateral Agent by one or more brokers or dealers or based on information otherwise reasonably acceptable to the Commission; provided, however, that if agreed in writing by the parties hereto, the Bank may provide the Collateral Agent with such Market Values.

(o) "Oral Instructions" shall mean verbal instructions actually received by the Collateral Agent from an Authorized Person or from a person reasonably believed by the Collateral Agent to be an Authorized Person.

(p) "Substitute Collateral" shall have the meaning set forth in Section 2(c) of this Agreement.

(q) "Uninsured Deposits" shall mean that portion of the Commission's deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(r) "Valuation Percentage" shall mean the percentages indicated on Exhibit A with respect to specific types of Eligible Securities, as Exhibit A may be amended from time to time.

(s) "Written Instructions" shall mean written communications actually received by the Bank or the Collateral Agent by facsimile, other Electronic Communication acceptable

to Collateral Agent and the Bank or by mail from an Authorized Person or from a person reasonably believed by the Bank or the Collateral Agent to be an Authorized Person.

**2. Grant of Security Interest; Security Requirements.**

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Commission, including any interest due thereon, shall provide the Commission with Eligible Securities having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Securities are provided pursuant to this paragraph the Bank hereby grants to the Commission a pledge and security interest in and to such Eligible Securities, and shall deliver such Eligible Securities to the Collateral Agent in the manner prescribed in Section 3 of this Agreement. The Collateral Agent agrees to hold all Eligible Securities deposited with it by the Bank pursuant to the terms of this Agreement for the benefit of the Commission, as secured party. The security interest of the Commission in Eligible Securities shall terminate upon the transfer of such Eligible Securities from the Account.

(b) On or before 10:00 am of each Business Day, the Bank will notify the Collateral Agent of the amount of Uninsured Deposits as of the close of business on the immediately preceding Business Day. The Collateral Agent will determine on a daily basis the Adjusted Market Value of the Eligible Securities provided pursuant to this Agreement. If the Adjusted Market Value of such Eligible Securities is less than the Collateral Requirement, the Collateral Agent will so notify the Bank by delivering a Written Instruction, and the Bank shall, upon such notice, be required to provide additional Eligible Securities having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Securities provided pursuant to this Agreement exceeds the Collateral Requirement, the Collateral Agent, pursuant to Written Instructions of the Bank, shall transfer Eligible Securities from the Account to the Bank's account, to the extent of such excess. Any income earned from the Eligible Securities shall belong to the Bank without restriction.

(c) The Bank may substitute Eligible Securities ("Substitute Collateral") for any Eligible Securities previously provided pursuant to this Agreement so long as the Substitute Collateral (together with the Collateral not being substituted) has an Adjusted Market Value equal to or greater than the Collateral Requirement at the time of substitution. The Bank shall give Written or Oral Instructions to the Collateral Agent of any proposed substitution. In the event that the Collateral Agent determines that the Substitute Collateral described in such Instructions consists exclusively of Eligible Securities and that such Substitute Collateral (together with the Collateral not being substituted) has a sufficient Adjusted Market Value equal to the Collateral Requirement, the Collateral Agent, pursuant to Written Instructions of the Bank, shall transfer the Eligible Securities from the Account to the Bank's account against simultaneous or prior delivery to the Account of the Substitute Collateral.

(d) In lieu of depositing Eligible Securities as provided in section 2(a), (b) or (c) above, the Bank may deliver a written certification as provided in the second paragraph of N.J.S.A. 52:18-16.1.

### 3. Custody of Eligible Securities.

(a) The Bank and Commission hereby appoint the Collateral Agent as Collateral Agent of all Eligible Securities at any time delivered to the Collateral Agent pursuant to this Agreement. The Collateral Agent hereby accepts appointment as such Collateral Agent and agrees to establish and maintain the Account and appropriate records identifying the Eligible Securities as pledged by the Bank to the Commission. The Account shall be kept separate and apart from the general assets of the Collateral Agent and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liabilities. The Collateral Agent, in performing its duties and responsibilities pursuant to this Agreement, shall act as Collateral Agent for, and agent of, the Commission.

(b) The Bank and Commission agree that Eligible Securities delivered to the Collateral Agent for deposit in the Account may be in the form of credits to the accounts of the Collateral Agent at the Book Entry System or a Depository or by delivery to the Collateral Agent of physical certificates in a form suitable for transfer or with an assignment in blank to the Commission or Collateral Agent. The Bank and Commission hereby authorize the Collateral Agent on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Securities that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical securities or any combination thereof in connection with its performance hereunder. Eligible Securities credited to the Account and deposited in the Book Entry System or Depositories will be represented in non-commingled accounts of the Collateral Agent that include only assets held by the Collateral Agent for customers, including but not limited to accounts in which the Collateral Agent acts in a fiduciary, agency or representative capacity. Eligible Securities that are not held in the Book Entry System or Depositories will be held in the Collateral Agent's vault and physically segregated from securities and other non-cash property belonging to the Collateral Agent.

(c) The Collateral Agent shall provide the Commission and the Bank with a confirmation on each Business Day on which Eligible Securities are transferred to and from the Account. Such confirmation shall identify the specific Eligible Securities which are the subject of the confirmation and state the Market Value and the Adjusted Market Value thereof. The Collateral Agent shall also provide the Commission and the Bank each month with a statement identifying all Eligible Securities in the Account and the Market Value and the Adjusted Market Value thereof as of the date of such statement.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Collateral Agent.

(e) With respect to all Eligible Securities held in the Account, the Collateral Agent by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Securities in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Securities which, in the opinion of the Collateral Agent, are intended for the beneficial owner of the Eligible Securities including, without limitation, all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Collateral Agent, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; and (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible

Securities held by the Collateral Agent hereunder. Upon receipt of Written Instructions from the Bank, the Collateral Agent shall (i) release and exchange Eligible Securities held hereunder for other securities and/or cash in connection with (a) any sale, conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights; and (ii) present Eligible Securities for payment upon maturity, redemption or other retirement of the Eligible Securities.

**4. Bank's Obligations.**

The Bank must perform all of the duties and obligations required of a depository for the Commission under the laws of the State of New Jersey.

**5. Defaults and Remedies.**

If the Bank defaults in performing its obligations under Section 4 above, or if the Bank is declared insolvent, or if a receiver is appointed for the Bank, the Commission, after providing the Bank three (3) Business Days' prior Written Instructions and opportunity to cure the default, shall have the right to unilaterally demand delivery of and sell at public or private sale all Eligible Securities in the Account by notice to the Collateral Agent in the form of an affidavit certifying that a default under this Agreement has occurred and is continuing. Upon receipt of such demand, the Collateral Agent shall promptly deliver all the Eligible Securities held in the Account to the Commission, notwithstanding any contrary Oral or Written Instructions (or other communication) received from the Bank, except Written Instructions notifying the Collateral Agent that the default is cured, and such cure is acknowledged in writing by the Commission. The proceeds of any sale of the Eligible Securities must be applied to satisfy any indebtedness owed by the Bank to the Commission and any excess proceeds must be returned to the Bank. The Commission will also have any other remedies available to it under applicable law.

**6. Representation and Warranties.**

(a) Representations of the Bank. The Bank represents and warrants that:

(i) this Agreement has been legally and validly entered into; the entry into this Agreement and the performance of its duties hereunder do not conflict with the Bank's charter or by-laws or any statute or regulation applicable to it, and the Agreement is enforceable against the Bank in accordance with its terms;

(ii) it is the legal owner of all Eligible Securities held pursuant to this Agreement and all such Eligible Securities are, to its knowledge, free and clear of all liens and claims;

(iii) all securities held pursuant to this Agreement are Eligible Securities; and

(iv) the Bank is a bank, trust company or national banking association located and authorized to do business in the State of New Jersey.

(b) Representations of the Commission. The Commission hereby represents and warrants that:

(i) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Commission in accordance with its terms;

(ii) the appointment of the Collateral Agent has been duly authorized and no other action by the Commission is required, and this Agreement was executed by an officer of the Commission authorized to do so;

(iii) it will not transfer, assign its interests in, or its rights with respect to, any Eligible Securities held pursuant to this Agreement, except as may be authorized herein; and

(iv) all acts, conditions and things required to exist, happen or to be performed on its part precedent to or in connection with the execution and delivery of this Agreement exist or have happened or have been performed.

(c) in the event Eligible Securities are or become subject to a lien or claim filed against such Eligible Securities, the Bank will immediately undertake such actions to remove and satisfy such lien and claim or, in the event it is not able to do so, to provide substitute Eligible Securities.

#### **7. Concerning the Collateral Agent.**

(a) The Collateral Agent shall not be liable for any loss, damage, claim or expense, including reasonable counsel fees and expenses, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own gross negligence or willful misconduct, and shall have no obligation hereunder for any loss, damage, claim or expense, including counsel fees and expenses, sustained or incurred by reason of any action or inaction by the Book Entry System or Depository. The Collateral Agent may, with respect to questions of law, apply for and obtain the advice and opinion of counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion.

(b) The Bank hereby agrees to (i) pay the Collateral Agent reasonable compensation for the services to be rendered hereunder, as set forth in a separate letter agreement between the Collateral Agent and the Bank, and (ii) pay or reimburse the Collateral Agent upon request for all expenses, disbursements and advances, including reasonable attorney's fees, expenses, disbursements and advances, incurred or made by it in connection with the preparation, execution, performance, delivery, modification or termination of this Agreement. The Bank agrees to indemnify the Collateral Agent and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Collateral Agent may sustain or incur or which may be asserted against the Collateral Agent by reason of or as a result of any action taken or omitted by the Collateral Agent in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the gross negligence or willful misconduct of the Collateral Agent. Anything in this Agreement to the contrary notwithstanding, in no event shall the Collateral Agent be liable for any special, indirect or

consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The provisions of this Section 7(b) shall survive the termination of this Agreement.

(c) The Collateral Agent shall not be responsible for, or considered to be the Collateral Agent of, any Eligible Security received by it for deposit in the Account until the Collateral Agent actually receives and collects such Eligible Security directly or by the final crediting of the Collateral Agent's account on the books of the Book Entry System or the appropriate Depository. The Collateral Agent will be entitled to reverse any credits made on the Commission's behalf where such credits have been previously made and the Eligible Securities are not finally collected.

(d) The Collateral Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Collateral Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Collateral Agent shall have no duty to solicit any payments or deposits of Eligible Securities which may be due it hereunder.

(e) The Collateral Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Collateral Agent in connection with this Agreement.

(f) Subject to Section 7(a), the Collateral Agent shall not be liable for any action taken or omitted by it in good faith hereunder.

(g) Except as provided herein, the Collateral Agent shall not incur any liability for following any instructions contemplated hereby or provided for herein, or any instructions given by either of the other parties hereto. Notwithstanding any instructions delivered by the parties hereto, the Collateral Agent shall comply with all applicable laws and comply with all directives of government officials and shall not incur any liability for such compliance.

(h) In the event that the Collateral Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to appropriately maintain and administer the Eligible Securities until it shall be directed otherwise in writing by all of the other parties hereto or by a final order or judgment of a court of competent jurisdiction.

(i) Any corporation into which the Collateral Agent in its individual capacity may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Collateral Agent in its individual capacity shall be a party, or any corporation to which substantially all the corporate trust business of the Collateral Agent in its individual capacity may be transferred, shall be the Collateral Agent under this Agreement without further act.

(j) Any Authorized Person of the Commission upon reasonable prior written notice, shall have access to the Collateral Agent's books and records maintained with respect to the Commission's interest in the Account during the Collateral Agent's normal business hours. Upon the reasonable request of the Commission, copies of any such books and records shall be provided by the Collateral Agent to the Commission or the Commission's authorized officer at the Commission's expense.

**8. Resignation/Removal of Collateral Agent.**

The Collateral Agent may resign and be discharged from its duties hereunder at any time by giving thirty (30) days prior written notice of such resignation to the Bank and the Commission specifying a date when such resignation shall take effect and upon delivery of all amounts held by it hereunder to the successor Collateral Agent designated by the Bank and the Commission in writing. Upon such notice, a successor Collateral Agent shall be appointed with the mutual consent of the Bank and the Commission. Such successor Collateral Agent shall become the Collateral Agent hereunder upon the resignation date specified in such notice; provided, however, that notwithstanding the foregoing, the Collateral Agent shall continue to serve until its successor accepts the appointment and the amounts delivered to it hereunder. If the Bank and the Commission are unable to select a successor Collateral Agent within thirty (30) days after receipt of such notice, the Collateral Agent shall be entitled to apply to a court of competent jurisdiction for the appointment of a successor. The Bank and the Commission shall each have the right in its sole discretion to substitute a new Collateral Agent by giving written notice thereof to the Collateral Agent then acting. Upon its resignation or removal and delivery of the amounts held by it hereunder as set forth in this Section, the Collateral Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement.

**9. Termination.**

The Bank and the Commission may terminate this Agreement by giving to the other party a notice in writing specifying the date of such termination, which shall be the earliest of (i) not less than ninety (90) days after the date of giving such notice, (ii) the date on which the Deposits in excess of the amount insured under the provisions of the Federal Deposit Insurance Act as it may be amended are repaid in full or (iii) the mutual agreement of the Bank and the Commission specifying a termination date. Such notice shall not affect or terminate the Commission's security interest in the Eligible Securities in the Account up to the date of such termination. Upon termination hereof, (i) the Bank shall pay to the Collateral Agent such compensation as may be due to the Collateral Agent and shall reimburse the Collateral Agent for all of its expenses (including the reasonable fees, expenses, disbursements and advances of its counsel) as of the date of such termination and (ii) the Collateral Agent shall follow such reasonable Written Instructions of the Bank and the Commission concerning the transfer of custody of the Eligible Securities and appropriate records. In the event of a discrepancy between Written Instructions of the Bank and the Commission, the Collateral Agent shall act pursuant to the Commission's Written Instructions (provided they are appropriately executed) after delivering three (3) Business Days' notice of intent so to act to the Bank. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease, except as set forth in Section 7(b) of this Agreement.

**10. Miscellaneous.**

(a) The Commission and Bank each agrees to furnish to the Collateral Agent an amended Certificate in the event that any Authorized Person at the time of execution of this Agreement ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Collateral Agent shall be fully protected in acting upon Oral or Written Instructions of the Authorized Persons named on the attached Exhibit B.

(b) All Written Instructions and notices hereunder shall be deemed to be duly given and received:

(i) upon delivery if delivered personally or upon appropriate confirmed transmittal if by facsimile or electronic mail;

(ii) on the next Business Day if sent by overnight courier; or

(iii) four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address set forth on Schedule I or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested.

Notwithstanding the above, in the case of communications delivered to the Collateral Agent pursuant to (ii) and (iii) of this Section 10(b), such communications shall be deemed to have been given on the date received by the Collateral Agent. In the event that the Collateral Agent, in its sole discretion, shall determine that an emergency exists, the Collateral Agent may use such other means of communication as the Collateral Agent deems appropriate.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

(d) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(e) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(f) The Bank's Tax Identification Number (TIN) as assigned by the Internal Revenue Service is set forth on Schedule I. All interest or other income earned under this Agreement shall be allocated and paid as provided herein and reported by the Bank to the Internal Revenue Service as having been so allocated and paid.

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

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its principles of conflicts of laws and any action brought hereunder shall be brought in the courts of the State of New Jersey. Each party hereto irrevocably waives any objection on the grounds of venue, forum nonconveniens or any similar grounds and irrevocably consents to service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of said courts. Each of the parties hereto hereby waives all right to trial by jury in any action, proceeding or counterclaim arising out of the transactions contemplated by this Agreement.

(i) The Bank and the Collateral Agent will maintain and update from time to time business continuation and disaster recovery procedures with respect to its custody business

that it determines from time to time meet reasonable commercial standards. Neither Bank nor Collateral Agent will have any liability or responsibility, however, in the event that it is unable to perform any of its duties or responsibilities under this Agreement due to any act of God, fire, flood, civil or labor disturbance, war, act of any governmental authority or other act or threat of any authority (de jure or de facto), legal constraint, fraud or forgery, malfunction of equipment or software (except to the extent such malfunction is primarily attributable to the party's negligence in maintaining the equipment or software), failure of or the effect of rules or operations of any external funds transfer system, inability to obtain or interruption of external communications facilities, or any cause beyond the reasonable control of the party.

(j) (i) In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by telecopier, electronically or otherwise, the Collateral Agent is authorized to seek confirmation of such instructions by telephone call-back to an Authorized Person and the Collateral Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Collateral Agent. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

(ii) In any transfer of funds, it is understood that the Collateral Agent and the recipient's bank in any funds transfer may rely solely upon any account numbers or similar identifying number provided by either of the other parties hereto to identify (A) the recipient, (B) the recipient's bank, or (C) an intermediary bank. The Collateral Agent may apply any of the deposited funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the intended recipient being paid, or the transfer of funds to a bank other than the recipient's bank, or an intermediary bank designated.

(k) The Bank hereby releases and forever discharges the Commission from all claims and demands for any loss which it may sustain by reason of the delivery of any Eligible Securities or any substitute therefore or additions thereto in the custody of the Collateral Agent. The Commission shall not be held liable for any act, negligent or otherwise of the Collateral Agent, its officers, employees or duly authorized agents.

(l) The headings in this Agreement are for convenience of reference only and should not be used in interpreting this Agreement.



One DeKorte Park Plaza  
Lyndhurst, NJ 07071

**PUBLIC NOTICE**  
**PROPOSALS WANTED FOR BANKING SERVICES**

The New Jersey Sports and Exposition Authority (NJSEA) is seeking proposals for the following:

**Banking Services for its Bank Accounts and related Depository and Cash Management Services**

Documents for the proposed work will be available for download from our website at [www.njsea.com](http://www.njsea.com) or can be picked up beginning at 10:00 am on Tuesday October 4, 2022 at the New Jersey Sports and Exposition Authority offices @ One DeKorte Park Plaza, Lyndhurst, NJ between 10:00 A.M. and 4:00 P.M. on weekdays.

Sealed proposals should be delivered no later than 3:00 p.m. on Monday October 24, 2022 to the attention of Anna Acanfora, Director of Finance at the indicated address above. Proposals will not be accepted after the above time and date.

In accordance with Public Law 2004, c.57, the NJSEA may only enter into contracts with Bidders who provide proof of valid business registration with the Division of Revenue in the Department of Treasury, of the State of New Jersey. Such proof must be submitted concurrently with the proposal.

In order to insulate the award of state contracts from risk of improper influence, the NJSEA shall only enter into a Contract with a Bidder who complies with Public Law 2005, C.51 and Executive Order 117. The required forms and instructions are included in the RFP.

NJSEA reserves the right to reject any and all proposals and, so far as permitted by law, to waive any irregularity or informality with respect to any proposal. The NJSEA further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals. In the event that all proposals are rejected, the NJSEA reserves the right to re-solicit proposals.

Equal Employment Opportunities Requirement - Bidders are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**

If accommodations are needed under the Americans with Disabilities Act, contact Ms. Rosanne Sireci, Human Resources @ (201) 460-3725. If there are any questions regarding the RFP, contact Anna Acanfora, Director of Finance, at [aacanfora@njsea.com](mailto:aacanfora@njsea.com).

Anna Acanfora, Director of Finance  
New Jersey Sports and Exposition Authority

