



NEW JERSEY MEADOWLANDS COMMISSION

REQUEST FOR PROPOSALS

BANKING SERVICES
Contract #FIN13-01

Release Date – 12:00 Noon on April 18, 2013
Proposal Due Date – by 3:00 p.m. on May 21, 2013

**IF DOWNLOADING THIS RFP FROM THE WEBSITE,
IN ORDER TO RECEIVE SUBSEQUENT MAILINGS INCLUDING
ADDENDA TO THIS RFP, YOU MUST NOTIFY THE COMMISSION BY FAX,
REGULAR MAIL OR ELECTRONIC MAIL BY 5:00 PM, APRIL 23, 2013.
PROVIDE NOTICE TO:**

Edward H. Bulmer
Director of Finance and CFO
New Jersey Meadowlands Commission
1 DeKorte Park Plaza
Lyndhurst, New Jersey 07071
ed.bulmer@njmeadowlands.gov
Fax: (201) 460-1722

**NOTIFICATION SHOULD INCLUDE NAME OF PROSPECTIVE BIDDER
INCLUDING A CONTACT NAME, ADDRESS, PHONE NUMBER,
FAX AND E-MAIL.**

**PLEASE NOTE THAT ALL BID DOCUMENTS, INCLUDING ADDENDA WILL
BE POSTED ON THE NJMC WEBSITE.**

REQUEST FOR PROPOSALS

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SECTION A

1.0 Introduction and Background

The NJMC is seeking sealed proposals from qualified financial institutions to provide depository and banking services. The Commission 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 NJMC 2012 banking balances is labeled as "Exhibit #1".

Note: The banking balances shown in this Exhibit are in addition to balances which the NJMC currently has with the New Jersey Cash Management System. It is the practice of the NJMC to move excess balances to higher yielding accounts at either its primary bank or 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 NJMC 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 NJMC 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 Commission 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 NJMC Solid Waste facility. It also receives certain revenues received from this facility. Checks are deposited into the operating account using both rapid deposits (from NJMC offices) as well as deposits made at the local branch. This is one of the primary disbursement accounts in the NJMC operations and substantial activity occurs in this account. Approximately \$9,156,016 is disbursed from this account on an annual basis.

- **Solid Waste Refund Account**
 This account is used for the specific purpose of providing refunds to NJMC solid waste customers. Approximately \$547,197.45 was disbursed through this account in CY2012.
- **NJMC Operating Account**
 This is the second major disbursement account and is used for costs related to NJMC general operations, as well as receipts other than those related to solid waste operations. Checks are deposited into the operating account using both rapid deposits (from NJMC offices) as well as deposits made at the local branch. Approximately \$12,557,402 was disbursed through this account in CY2012.
- **Commission Payroll Account**
 This account is used to disburse payroll to 125 Commission employees, as well as some of the employee benefits. On a bi-weekly basis, approximately 108 employees receive direct deposits into their accounts. It is also anticipated that effective July 1, 2014 that all employees will receive direct deposits, as required by recently passed legislation.
- **Investment Account**
 This account is used principally for deposits of solid waste tipping fees through a system of rapid deposits and deposits at the local branch. Wire transfers from this account are used to fund other operating accounts, as well as provide payments to other governmental entities.
- **Tax Sharing Account**
 This account has very limited activity and is a dedicated pass-through account for the collection and disbursements of approximately 40 payments and receipts to the NJMC municipalities during the year. Approximately \$ 7,440,720 was disbursed through this account in CY2012.
- **Operating E.C. Account**
 This account is used for disbursements related to the NJMC Environment Center, which has a budget of approximately \$2.3 million. It is also used for deposit of receipts amounting to approximately \$150,000 related to the Center.
- **Commission Investment Account**
 This account is used principally for investment related activity in governmental securities. In CY2012, there was very little activity in this account.

- **Meadowlands Conservancy Account**

This account is used for disbursements and receipts related to the operations of the Meadowlands Conservation Trust, which has an annual budget of approximately \$350,000. The Conservancy generates its own revenues.

- **NJMC MAGNET Fund**

This is a special purpose account used to disburse grants and other awards to Meadowlands Municipalities and other non-profit organizations. Approximately \$2.5 million still remains to be disbursed from this fund.

- **NJMC 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.

- **NJMC 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.

- **Kingsland Redevelopment Environmental Remediation**

This account contains funds on deposits from the Kingsland Redevelopment Surety holder which are used to reimburse the NJMC for funds expended related to the project.

- **NJMC Developers Escrow Account and NJMC Special Escrow Account**

These are special purpose escrow accounts, which are required to be segregated from all other Commission 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. Additional deposits are also anticipated on an ongoing basis dependent upon development projects.

- **Grant Operating Fund**

This account is used to disburse funds derived from various grants from state and federal sources. This account is required to be segregated from the operating fund accounts for control purposes.

- **Capital Projects Fund**

This account is utilized for major capital improvements at the NJMC facilities. There are no major projects contemplated for CY2013 and therefore, this account is expected to have very little activity.

In addition to the above accounts, the NJMC maintains a number of Cash Management Accounts with the State of New Jersey Cash Management System. The NJMC also has special Escrow Accounts managed by the Trust Departments of 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/telephone 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 NJMC shall be notified of personnel changes within 30 days.

- c) Account Review – The selected Financial Institution shall have appropriate personnel review all of the NJMC’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.
- d) Auditor Requests – The selected Financial Institution shall comply with all requests from designated NJMC auditors for information, records and reports relating to any and all NJMC transactions and accounts.
- e) Direct Deposit of Employee Payroll Checks – The NJMC operates on a bi-weekly payroll schedule for approximately 125 employees. Of these numbers, currently 108 employees utilize direct deposit. For each payroll, an electronic file is created by ADP and transmitted to the bank.
- f) Online Wire and ACH Transfers/ACH Blocks and Filters – The selected Financial Institution shall have wire transfer capability to allow the NJMC to wire transfer funds to and from various accounts with the bank preferable via a secure Intranet site. The selected Financial Institution shall have automatic ACH Blocks and Filters.
- g) 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.
- h) Positive Pay – The NJMC intends to utilize Positive Pay for its’ NJMC Operating, Solid Waste Operating and E.C. Operating accounts. The selected Financial Institution shall have a method to accept positive pay files and notify the NJMC of any exceptions.
- i) 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 NJMC 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 NJMC 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 or direct transmission to the NJMC on a daily basis. Data required will include at least the account number, check serial number, check amount and date paid. The proposing bank should provide a file format which can allow download of daily or monthly banking data, including opening and closing balances to the NJMC’s Oracle e-business suite (ERP system).
 - 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 NJMC accounts.

2.4 Interest Earnings

The NJMC 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

- a) 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.
- b) Future Banking Services – The NJMC is constantly investigating ways to improve its banking services. With this in mind, the NJMC would like to ensure that the selected Financial Institution be able to work with the NJMC to achieve this goal. In your proposal please provide

any pertinent information regarding additional services the Financial Institution may have to offer the NJMC.

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 3-mile radius of the Commission’s headquarters in order to allow for daily deposits other than those processed through a Rapid Deposit system, (please see map at Exhibit #4, which is included for illustration purposes only).
- c) Investment Policy – The Proposal shall adhere to the NJMC’s investment objectives, stressing, in descending order of importance; safety, liquidity and yield. The NJMC reserves the right to amend its investment policy at any time. Please see “Exhibit #2” for the latest NJMC Investment Policy.
- d) Safekeeping/Collateralization – The proposing financial institution acting as a depository for the Commission, must enter into a “depository agreement” requiring the depository to pledge collateral to secure all NJMC funds with U.S. Government issued securities in an amount no less than 102% of the NJMC’s available balance on a daily basis. All securities serving as collateral shall be specifically pledged to the NJMC (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 NJMC CFO’s Office on a monthly basis. Please specify if there is a charge for this service.
Please see “Exhibit #3” for the Commission’s current “depository agreement.”
- 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 NJMC 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.
- One complete copy of proposal must be submitted electronically. This could be provided on either a CD or USB drive and included with your printed proposal.
- Pricing must be completed in Microsoft Excel format as provided to you, using a typical month such as the month of January 2013 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 NJMC) 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 - Public Law 2005, Chapter 51 Certification & Disclosure and Executive Order 117
 - Form #9 - Public Law 2005, Chapter 271
 - Form #10- Ownership Disclosure Form and Disclosure of Investment Activities in Iran
 - Form #11- MacBride Principles Form
 - Form #12- Set-off for State Tax Form

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

Provide documentation on the information system(s) available to enable the NJMC 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 NJMC and the related cost.

Miscellaneous- Any information the proposing financial institution finds relevant.

Section VI – Interest Earnings

The NJMC 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. NJMC 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 April 26, 2013. 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 Commission and to those parties that notified the Commission 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 NJMC website. Address all inquiries to:

Edward H. Bulmer
Director of Finance and CFO
New Jersey Meadowlands Commission
1 DeKorte Park Plaza
Lyndhurst, New Jersey 07071
ed.bulmer@njmeadowlands.gov

6.0 NJMC Evaluation Criteria

- a) Evaluation Committee
Submitted proposals will be evaluated by a three-person Evaluation Committee consisting of executive NJMC staff.
- 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 NJMC? 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. 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 January 2013 through March 2013.

Section VII

Points 0-35

Banking Service Fees – The lowest and best overall costs indicated on Form #1 shall receive 35 points.

7.0 Contract Term

The initial contract will take effect as near to July 31, 2013 as possible and terminate on July 31, 2016. There is the option of two (2) three-year renewals. Terms and conditions for renewal period will be established by mutual written agreement.

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 NJMC Reservation

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

- a) This proposal request does not commit the NJMC 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 NJMC files without any obligation on NJMC's part.
- c) The vendor shall not offer any gratuities, favors, or anything of monetary value to any official or employee of NJMC for any purpose.

- d) NJMC 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) NJMC reserves the right to request clarifications of any proposal.

9.0 Deadlines and Other Important Dates

RFP Release Date	Noon, April 18, 2013
Deadline for Questions	Noon, April 26, 2013
NJMC Addenda/Responses to Questions issued	May 7, 2013
Proposal Due Date	3:00 pm, May 21, 2013
Notification of Award	June 26, 2013
Implementation & Conversion	August 1, 2013

Proposals are to be delivered to:
 Edward H. Bulmer
 Director of Finance and CFO
 New Jersey Meadowlands Commission
 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 Proposals

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

END OF SECTION A

SECTION B – Additional Terms & Conditions

ADDITIONAL TERMS AND CONDITIONS

1.0 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

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

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.**

6. 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.

7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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.

8. 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.

9. 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 at [www.state.nj.us/treasury/contract_compliance.](http://www.state.nj.us/treasury/contract_compliance))

10. The Contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

2.0 INSURANCE REQUIREMENT

- A. Prior to execution of the Contract, the Selected Contractor will be asked to furnish the NJMC with satisfactory proof that it has obtained the insurance described below from insurance companies or underwriters satisfactory to the NJMC. The Contractor shall keep such insurance in force until each and every obligation assumed under the Contract has been fully and satisfactorily performed.
- B. The Contractor will be asked to furnish the NJMC 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 Contractor 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 Contractor.
 - Compensation Insurance – coverage “B”, as required by state law for all employees who will be engaged in the work associated with this Contract. If any employees engaged in hazardous work under this Contract are not protected under the workmen’s compensation statute, the Contractor shall also provide adequate employer’s liability insurance protection of those employees.
- C. All insurance certificates shall stipulate that the insurance will not be changed or canceled without giving at least 60 days written notice to the NJMC by certified mail.

3.0 CONFLICTS OF INTEREST

- A. 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 for the New Jersey Meadowlands Commission. Any such disclosure shall be supplemented as necessary on an ongoing basis.

4.0 SALES TAX

- A. Each Bidder shall study all tax laws for the jurisdiction in which the Work is performed, particularly so-called "sales and use taxes" for which the Bidder may be liable as a consumer or user of goods. The NJMC is exempt from sales tax; therefore, such taxes shall not be included in the bid amounts. The applicable state statutes are N.J.S.A. 54:32B-8 Exempt Sales and 54:32B-9 Exempt Organizations. More specifically, Subsection (w) of 54:32B-8 states that the following are exempt from sales and use taxes:
1. Sales made to contractors, subcontractors or repairmen, of materials or services for exclusive use in erecting structures or buildings on (or otherwise improving, altering or repairing) real property of organizations described in Subsections (a) and (b) of Section 9 of this Act; provided any person seeking to qualify for this exemption shall do so pursuant to such rules and regulations, and upon such forms, as shall be presented by the Director.
- B. Subsection (a) (1) of 54:32B-9, lists the following as exempt organizations:
1. The State of New Jersey, or any of its agencies, instrumentalities, public authorities, public corporations (including a public corporation created pursuant to agreement or compact with another state), or political subdivisions where it is the purchaser, user or consumer; or where it is a vendor of services or property of a kind not ordinarily sold by a private person.
- C. It shall be the Contractor's responsibility to obtain, fill out and file any necessary forms for claiming the tax exemption.

5.0 OFFER OF GRATUITIES

- A. No vendor 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 vendor 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 vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- C. No vendor 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 vendor 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 vendor 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 vendor 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 vendor 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) vendors 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.

6.0 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.

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 of 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, 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 <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, 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 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.

7.0 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 NJMC may set off that payment by the amount owed.

- B. The Bidder shall certify acknowledgement of this by completing Form #12 contained in **SECTION C** Required Forms.

8.0 RESPONDENT'S UNDERSTANDING OF RFP

- A. The Respondent hereby expressly waives any right to, and agrees that there will be no claim for, additional payment because of any misunderstanding or misinterpretation of this RFP, or any failure to fully acquaint itself with all conditions relating to the Work.

END OF SECTION B

SECTION C – Required Forms

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 January 2013, 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	Total Cost	Compensating Balance
General Account Services				
Account Maintenance	18			
ACH Services				
ACH Received Credits	5			
ACH Received Debits	68			
Depository Services				
Deposits Processed	83			
Checks Deposited	795			
Remote Capture Checks Deposited	758			
Remote Capture Monthly Maint.	1			
Checks Paid	269			
Paper Disbursement Services				
Returned Checks Final Pres	4			
Account Reconciliation				
ARP- Full Recon W/POS Pay Maint.	12			
ARP- Paid Full Items	203			
ARP- Issue File Transmissions	9			
ARP- Issue File Transmissions	10			
ARP- Issue File Transmissions	4			
ARP- Pd/Dep Item Output File Daily	11			
CD ROM Servies				
CD ROM- Img Maint.	1			
CD ROM- Per Add Acct	15			
CD ROM- Image Per Item	258			
Information Reporting Services				
CTD- Base Package Maintenance	1			
CTD- Securid Token	2			
CTD- Securid Token	3			
CTD- Transaction Record	500			
CTD- Transaction Record	46			
CTD- Stop Payments	1			
CTD- Book Transfer Debit	18			
CTD- Book Transfer Credit	19			
CTD- Balance Reporting Accounts	3			
CTD- Balance Reporting Accounts	64			
Wire & Other Funds Tranfer Services				
CTD Wire Out Domestic	14			
Wire IN- Domestic	1			
Wire IN- Domestic Exceptions	1			
TOTAL				
Reserve Requirement				
FDIC				
Float				
GRAND TOTAL BANK FEES:				
Average Ledger Balances				\$14,722,516
Average Collected Balances				\$14,569,021
Less Bank Fees				
INVESTABLE BALANCE:				
Rate (Jan 2013)				
TOTAL MONTHLY INTEREST (Jan 2013)				

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)** Yes _____ No _____

(Please provide current letter)

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 NJMC 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 NJMC reserves the right to seek new proposals when such a procedure is in its best interests.

Completed by:

Name

Title

Telephone Number

Banking Services – Signature Page

By submitting a proposal we have read the NJMC’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 AFFIDAVIT OF AUTHORIZATION
For
NJMC 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
NJMC 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__

State of New Jersey Business Registration

Respondents are required to provide proof of valid business registration with the New Jersey Division of Revenue. Effective September 1, 2001, this document is required by all contractors and subcontractors doing business with the State of New Jersey.

(see sample copy of certificate below)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:		TRADE NAME:
NAME OF BUSINESS		CONTRACTOR CERTIFICATION#
TAXPAYER IDENTIFICATION# 000-000-000		
ADDRESS		ISSUANCE DATE: 09/13/01
BUSINESS ADDRESS		
EFFECTIVE DATE: 08/16/05		AUTHORIZING SIGNATURE <i>[Signature]</i> Director, Division of Revenue
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



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

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. FINANCE13-01 Award Amount _____
 Description of Services BANKING SERVICES

Agency Contact Information

Agency NEW JERSEY MEADOWLANDS COMM. Contact Person EDWARD H. BULMER
 Phone Number 201-460-3721 Agency Email ed.bulmer@njmeadowlands.gov

Part 1: Vendor Information

Full Legal Business Name _____
 (Including trade name if applicable)

Business Type Corporation Limited Partnership Professional Corporation General Partnership
 Limited Liability Company Sole Proprietorship Limited Liability Partnership

Address 1 _____ Address 2 _____
 City _____ State _____ Zip _____ Phone _____
 Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
 Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

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 _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) I am certifying on behalf of the above-named business entity only.
- (C) I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____
 Phone Number _____ Date _____
 Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

INFORMATION AND INSTRUCTIONS

For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 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, 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, 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.

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. 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/EO117 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.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us 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 Forms

NOTE: Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.

Part 1: VENDOR INFORMATION

Business Name – Enter the full name of the Vendor, including trade name if applicable.

Business Type -- Select the vendor’s business organization from the list provided.

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.

INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity's street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, 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.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person's title or position, date and telephone number.

INFORMATION AND INSTRUCTIONS For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **"Vendor"** means the contracting entity.
- **"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.¹
- **"Officer"** means 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.
- **"Partner"** means 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.
- **"Reportable Contributions"** are those 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.
- **"In-kind Contribution"** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **"Continuing Political Committee"** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

¹ 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.

INFORMATION AND INSTRUCTIONS

For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

- “**Candidate Committee**” means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- “**State Political Party Committee**” means a committee organized pursuant to N.J.S.A. 19:5-4.
- “**County Political Party Committee**” means a committee organized pursuant to N.J.S.A. 19:5-3.
- “**Municipal Political Party Committee**” means a committee organized pursuant to N.J.S.A. 19:5-2.
- “**Legislative Leadership Committee**” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- “**Political Party Committee**” means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: *The Chapter 51 Q&A on the website DOES NOT address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.htm#state>.*

**PUBLIC LAW 2005
CHAPTER 271****Vendor Certification and
Political Contribution
Disclosure Form****Contract Reference:** _____ **Vendor:** _____

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

Please 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 will be precluded from entering into a contract by any information submitted on this form, a vendor'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

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

**PUBLIC LAW 2005
CHAPTER 271**

Vendor: _____

Name and Address of Committee to Which Contribution Was Made	Date of Contribution	Amount of Contribution	Contributor's Name
Indicate "none" if no Reportable Contributions were made. Attach Additional Pages As Needed			

#1

Certification:

I certify as an officer or authorized representative of the Vendor that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

#2

Name of Vendor: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
OWNERSHIP DISCLOSURE FORM**

Solicitation Number: _____ Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "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: IF THE BIDDER/OFFEROR IS A NON-PROFIT, THIS FORM IS NOT REQUIRED. PLEASE COMPLETE THE SEPARATE DISCLOSURE OF INVESTIGATIONS FORM.

	YES	NO
1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror?	<input type="checkbox"/>	<input type="checkbox"/>

IF THE ANSWER TO QUESTION 1 IS NO, PLEASE SIGN AND DATE THE FORM. YOU DO NOT HAVE TO COMPLETE ANY MORE QUESTIONS ON THIS 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 bidder/offeror, are any of those parties individuals ?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties corporations or partnerships ?	<input type="checkbox"/>	<input type="checkbox"/>
4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>

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".

For Questions 2-4 answered "YES", you **must** disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute.

TO COMPLETE PART 2, PLEASE PROVIDE THE REQUESTED INFORMATION PERTAINING TO EITHER INDIVIDUALS OR PARTNERSHIPS/CORPORATIONS HAVING A 10% OR GREATER INTEREST IN THE BIDDER/OFFEROR. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ENTRY" BUTTON IN THE APPROPRIATE ENTITY TYPE.

Individuals	
Name: _____	Date of Birth: _____
Office Held: _____	Ownership Interest _____ %
Home Address: _____	
City _____	State _____ Zip Code _____
Are there additional entities holding 10% or greater ownership interest in the bidder/offeror and its parent corporation/partnership?	
<input type="checkbox"/> Yes or <input type="checkbox"/> No	
<input type="button" value="Delete Entry"/>	
<input type="button" value="Add An Additional Individuals Entry"/>	

Partnerships/Corporations

Entity Name: _____

Partner Name: _____ Ownership Interest _____ %

Business Address: _____

City _____ State _____ Zip Code _____

Delete Entry

Are there **additional** entities holding **10% or greater** ownership interest in the bidder/offeror and its parent corporation/partnership?

Yes or No

Add An Additional Partnerships/Corporations Entry

ONCE YOU HAVE IDENTIFIED ALL PARTIES HAVING A 10% OR GREATER OWNERSHIP INTEREST IN THE BIDDER/OFFEROR AND ITS PARENT CORPORATION/PARTNERSHIPS, PLEASE SIGN AND DATE BELOW AND PROCEED TO THE DISCLOSURE OF INVESTIGATIONS FORM.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

FEIN/SSN: _____

ALL BIDDER/OFFERORS MUST COMPLETE THE DISCLOSURE OF INVESTIGATIONS FORM

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Solicitation Number: _____ Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.

PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE QUESTIONS BELOW.

NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.
IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.
IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.

PART 2: PROVIDING ADDITIONAL INFORMATION

For Questions 1-4 answered "YES", you **must** provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offerors must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

Once all required information has been disclosed, please sign and date below

Additional Information

Person or Entity _____ Date of Inception: _____

Current Status _____

Brief Description _____

Caption of Action (if applicable) _____ Disposition of Action (if applicable) _____

Delete Entry

Bidder/Offeror Contact Name _____

Contact Phone Number _____

Add Additional Information

Officers/Directors

Name: _____

Title _____ DOB _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-Mail _____

Delete Entry

Add An Additional Officer/Director Entry

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Bidder/Offeror:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
 Title: _____ Date: _____

MACBRIDE PRINCIPLES FORM**BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors 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 bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they 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 certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- 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 N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

**NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX FOR CONTRACT WITH
NEW JERSEY MEADOWLANDS COMMISSION**

Please be advised that , pursuant to P.L., 1995 c. 159, effective January 1, 1996, and notwithstanding any provisions of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods and 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 or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S. corporation. The amount of the set off shall not allow for the deduction of expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable to the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq). to the taxpayer 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: _____

SECTION D - Exhibits

**Primary Bank Monthly Balances
CY2012**

	Bank Statement Balance	Book Balance	Ledger Balance
January	\$ 25,226,111	\$ 24,023,528	\$ 24,023,528
February	\$ 25,674,568	\$ 25,134,864	\$ 25,134,864
March	\$ 24,454,295	\$ 23,772,790	\$ 23,772,790
April	\$ 23,965,953	\$ 22,503,841	\$ 22,503,841
May	\$ 21,886,137	\$ 18,355,066	\$ 18,355,066
June	\$ 21,549,805	\$ 20,915,964	\$ 20,915,964
July	\$ 18,353,043	\$ 17,901,746	\$ 17,901,746
August	\$ 19,287,290	\$ 18,196,208	\$ 18,196,208
September	\$ 17,374,047	\$ 16,839,540	\$ 16,839,540
October	\$ 17,001,475	\$ 15,784,978	\$ 15,784,978
November	\$ 17,232,329	\$ 16,446,085	\$ 16,446,085
December	\$ 18,435,471	\$ 17,710,558	\$ 17,710,558

**N.J. Cash Management Monthly Balances
CY2012**

	Balance
January	\$ 3,203,148
February	\$ 3,260,487
March	\$ 3,320,851
April	\$ 3,391,186
May	\$ 3,457,387
June	\$ 3,530,510
July	\$ 3,143,700
August	\$ 2,974,037
September	\$ 3,058,364
October	\$ 3,138,149
November	\$ 3,228,023
December	\$ 3,346,269

**NEW JERSEY MEADOWLANDS COMMISSION
INVESTMENT POLICY
(REVISED September 2011)**

I. SCOPE

This Investment Policy applies to the investment activities of all funds of the New Jersey Meadowlands Commission, except for the landfill closure funds which are under the jurisdiction of the Department of Environmental Protection. All financial assets of other funds, including the General Fund, Special Revenue Funds, Capital Project Funds, Debt Service Funds, Trust and Agency Funds, Enterprise Funds, and other funds that may be created from time to time, shall be administered in accordance with the provisions of this Policy.

Any monies received for the Department of Environmental Protection's Landfill Closure Escrow Accounts shall be administered under the escrow agreement relating to such funds. In the absence of such agreements or orders, monies received and/or securities held by the New Jersey Meadowlands Commission on behalf of these funds shall be administered in accordance with the provisions of this policy.

II. OBJECTIVES

The purpose of the Investment Policy of the New Jersey Meadowlands Commission is to establish cash management and investment guidelines for the Commission's officials responsible for the stewardship of public funds. The primary objectives, in priority order, of investment activities shall be:

1. Safety of principal is the foremost objective of the Investment Policy of the New Jersey Meadowlands Commission. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. The Commission shall diversify the investments to avoid incurring unreasonable risks regarding specific security types and/or individual financial institutions.
3. The Commission's investment portfolio shall remain sufficiently liquid to enable the Commission to meet all operating requirements, which may be reasonably anticipated in any Commission fund.
4. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:
 - a declining credit security could be sold early to minimize loss of principal;
 - a security swap would improve the quality, yield, or target duration in the portfolio; or
 - liquidity needs of the portfolio require that the security be sold.
5. Assets of the escrow accounts shall be invested in accordance with the Department of Environmental Protection's approved "Source and Use Statement", and whose return

shall equal or exceed market-average rates of return for comparable portfolios or categories of assets.

6. In managing its investment portfolio, Commission's officials shall avoid any transactions that might impair the public or the State's confidence in the officials of the New Jersey Meadowlands Commission. Investments shall be made with judgment and care, under circumstances then prevailing, which person of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

III. STANDARDS OF CARE

1. Prudence

The standard of prudence to be used by the Commission's investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk of market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion

and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

The above standard is established as the standard for professional responsibility and shall be applied in the context of managing the Commission’s overall portfolio. The Chief Fiscal Officer of the New Jersey Meadowlands Commission acting in accordance with this Investment Policy and written procedures as may be established and exercising due diligence, shall be absolutely and completely relieved of personal responsibility for an individual security’s credit risk or market price changes.

2. **Ethics and Conflicts of Interest**

Officers and employees of the Commission involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Commission.

3. **Delegation of Authority**

Authority to manage and operate the investment program is granted to the

Commission's Chief Fiscal Officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and report to the Commission's Investment Committee on a regular basis.

V. FINANCIAL INSTITUTIONS

It shall be the policy of the New Jersey Meadowlands Commission to select financial institutions on the following basis:

Security: The Commission shall not maintain funds in any banking institution that is not a member of the FDIC system. Furthermore, the Commission shall only maintain funds in any financial institution that is eligible to act as a depository for public funds under the Governmental Unit Deposit Protection Act.

Location: The New Jersey Meadowlands Commission will maintain operating and investment accounts in the financial institutions within the State of New Jersey whenever possible, and not precluded by other standards of this Policy. However, the Commission may approve qualified depositories regardless of location.

Statement of Condition: The New Jersey Meadowlands Commission will maintain for public and managerial inspection current statements of condition for each financial institution named as depository. If, for any reason the information furnished is considered by the Chief Fiscal Officer of the Commission to be insufficient, the Commission may request additional data. The refusal of any institution to provide such data upon request may serve as sufficient cause for the withdrawal of Commission funds.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

The New Jersey Meadowlands Commission may invest in the following types of securities to the extent permitted by law:

- Any direct and general obligation of, or any obligation fully and unconditionally guaranteed by, the United States of America or the State of New Jersey.
- Any bond, debenture, note or participation certificate issued by any Federal or New Jersey agency that maintains a credit rating of Aaa (Moody's) or AAA (Standard & Poors) as of the adoption of this policy. Negotiable or non-negotiable certificates of deposit issued by any bank, savings and loan association, national banking association, if qualified to serve as a depository for public funds under the provisions of the Governmental Unit Deposit Protection Act, N.J.S.A. 17:9-41, et seq.
- Negotiable or non-negotiable certificates of deposit issued by any bank, savings

and loan association, trust company, or national banking association having capital and surplus of more than \$25,000,000 and which certificates of deposit are continuously secured by direct obligations of the United States of America and by its Federal agencies; which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Commission or a designated custodian.

- Deposits in the State of New Jersey Cash Management Fund.
- Deposits in AAA (Standard & Poors) or Aaa (Moody's) rated money market mutual funds whose underlying assets comprise of financial instruments outlined in this section.
- Deposits in interest bearing accounts in any bank, savings and loan association, trust company or national banking association, of qualified to serve as a depository for public funds under the provisions of the Governmental Unit Deposit Protection Act, N.J.S.A. 17:9-41, et seq., or if having capital and surplus of more than \$25,000,000.
- Repurchase Agreements where the underlying securities are permitted investments under this policy and are consistent with GFOA Recommended Practice on Repurchase Agreements.

The Commission will specifically avoid any purchase of financial forwards or futures, any leveraged investments, lending securities or reverse repurchase agreement.

In accordance with the model collateralization agreement as approved by the New Jersey

Attorney General's office, full collateralization is required on all demand deposit accounts with the underlying collateral to be held by an independent third party custodian.

VII. INVESTMENT PARAMETERS

Diversification: The investments shall be diversified by :

- Limiting investments to avoid over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury and agency securities),
- Investing in securities with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds in the New Jersey Cash Management Fund to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Maturity: Maturities of investments of the various funds of the Commission shall be determined to enable the Commission to have available sufficient cash for all operating purposes. Investment in other funds may be purchased with maturities to match future projects or liability requirements. However, any investment purchased with maturity longer than 3 years, other than escrow funds, must be supported by written documentation explaining the reason for the purchase and must be specifically pre-authorized by the Chief Fiscal Officer.

VIII. INTERNAL CONTROLS

The investment officer shall establish a system of internal controls, which shall be

documented in writing. The internal controls shall be reviewed by the investment committee, where present, and with the independent auditor. The controls shall be designed to prevent the loss of public funds arising from fraud, employer error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Commission.

IX. REPORTING

1. *Methods*

The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio. This management summary will be prepared in a manner which will allow the Commission to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment committee and shall include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
- Average weighted yield to maturity of portfolio on fixed-income investments.

- Listing of investments by maturity date.
- Percentage of the total portfolio which each type of investment represents.

2. *Performance Standards*

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis. The benchmarks shall be reflective of the actual securities being purchased and risks undertaken, and the benchmarks shall have a similar weighted average maturity as the portfolio.

X. APPROVAL OF INVESTMENT POLICY

The investment policy shall be formally approved and adopted by the Investment Committee of the New Jersey Meadowlands Commission. It shall be reviewed from time to time and any changes shall be presented to the Executive Director and the Commission's Investment Committee for their approval.

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.

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.

