

Notice to bidders for the following

Banking services for the Borough of Raritan – request for proposals/qualifications

The Borough of Raritan is accepting sealed proposals addressed to Kimberly Mathewson, Municipal Clerk of the Borough of Raritan, up to 10:30am prevailing time on **May 15, 2026**. At that time they will be publicly opened and read by the Purchasing Agent of the Borough of Raritan at the Municipal Building, 9 West Somerset Street, Raritan NJ, Executive Conference Room.

Questions due to Finance department by email Finance@raritan-nj.org on or before May 10, 2026 at 10 am.

Proposal forms, instructions to bidders, specifications and other bidding documents may be examined and downloaded at no charge.

Pursuant to N.J.S.A. 40A:11-23c (New Jersey public bidding law), addenda may be issued for bids.

Bidders are responsible for reviewing all addenda related to this procurement.

Copies of addenda and notice of same will be made available on the Borough website and will be forwarded as prescribed by law to all vendors who have registered with the Finance Department by email at Finance@raritan-nj.org.

The applicant or proposer must submit 1 hard copy with original signatures and an electronic copy on a flash drive.

The Borough Council reserves the right to reject all proposals pursuant to N.J.S.A. 40A:11-13.2 (New Jersey bid rejection law) and to waive such minor informalities as may be permitted by law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., mandatory Equal Employment Opportunity (EEO) requirements.

1. INTRODUCTION

The Borough of Raritan (hereinafter the “Borough”) is soliciting proposals from qualified financial institutions to provide primary banking services and intends to award a contract for the defined scope of work in accordance with N.J.S.A. 19:44A-20.4 et seq. (Fair and Open process). Services include those listed under Scope of Work.

Financial institutions responding to this Request for Proposal should have extensive experience, a knowledgeable background and qualifications in the provision of the services described herein.

The Borough proposes a contract term of three (3) years with two (2) - one (1) year renewals upon mutual written consent of the Borough and the financial institution with either party having the option to terminate the contract upon sixty (60) days written notice of its intention to terminate. The estimated effective date of this agreement is June 1, 2026.

2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract and project production. Any proposed change, modification or exception to these conditions and requirements may be the basis for the Borough to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Borough, will become part of any contract awarded as a result of this RFP.

2.1 Proposal Submission Information

Submission Date and Time: May 14^h at, 10:30 a.m. a.m. prevailing time.

The applicant/proposer shall submit one (1) original with original signatures marked “ORIGINAL” and two (2) complete and exact copies of the original marked “COPY” of his/her proposal and should submit an electronic copy on a CD or flash drive

Proposal Forms, Instructions to Bidders, Specifications and other bidding documents may be examined and downloaded at no charge from the Raritan Borough Website www.Raritan-nj.org

Directions to download documents: On the Bid Posting website, click on bid specialty and bid title. At bottom left side of description, click “View Documents” and register. After registering, you may download documents from bottom left side of page. Registered vendor will receive any/all addenda/clarifications, etc. if issued. **IT IS IMPERATIVE THAT ALL REGISTRATION INFORMATION BE ENTERED CORRECTLY TO ENSURE ANY/ALL ADDENDA WILL BE RECEIVED.**

Submission Office:

Kimberly Mathewson, Acting Borough Clerk
Borough of Raritan, 9 West Somerset Street, Raritan, NJ 08869

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Acting Borough Clerk. The original proposal shall be marked to distinguish it from the two copies. Only those RFP responses received prior to or on the submission date/time will be considered. Any submissions received after the date/ time and location will be returned unopened. The Borough is not responsible for any misdirected submissions. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.2 Borough Representative for this Solicitation

Please direct all questions in writing to:

Paige Elster CMFO

Borough of Raritan

25 West End Avenue

Raritan, NJ 08869

Email: pelster@Raritan-nj.org

If questions are emailed, please call 908-231-1300 ext. 113 to confirm receipt.

2.3 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Borough's representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding. Questions may be emailed to the CFO pelster@Raritan-nj.org **questions are due on/or before April 24th in order to be answered.** Oral interpretations, statements or clarifications are without legal effect. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related of this procurement. If bidders obtain a RFP from the website, it is imperative that all registration information be entered correctly to ensure ay/all addenda will be received by vendor. All addenda will also be posted on the Raritan Borough website.

2.4 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The Borough especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the Borough to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.5 Cost Liability and Additional Costs

The Borough assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Borough shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Borough, are not to be billed and will not be paid.

2.6 Statutory and Other Requirements

a. Compliance with Laws

Any contract entered into between the contractor and the Borough must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

b. Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

c. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the Borough harmless.

d. Statement of Ownership - **PLEASE COMPLETE IN IT'S ENTIRETY AND SIGN. THIS IS A STATUTORY ITEM.**

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S

corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

e. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

f. N.J. Business Registration Certificate

In accordance with P.L.2004 c.57 bidder should provide with their bid submission, a Business Registration Certificate issued by the state of New Jersey

g. “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

(1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

(2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

(3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.

(4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700.

as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

Successful bidder will indemnify and hold harmless the BOROUGH from all claims, suits or actions and damages or costs of every name and description to which the BOROUGH may be subjected or put by reason of injury to the person or property of another, or the property of the BOROUGH, resulting from negligent acts or omissions on the part of the bidder, the bidder's

h. Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the Borough shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least sixty (60) days prior to the proposed effective date of the termination. Such termination shall relieve the Borough of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Borough under this provision. In case of default

by the contractor, the Borough may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

i. Disclosure of Investment Activities in Iran

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form.

Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

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

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

k. W9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

l. Acquisition, Merger, Sales and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new contractor(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Borough.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Borough.

The Borough of Raritan reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the contractor.

III. Scope of Work

Please submit the completed RFP form included in this communication, along with any additional information regarding services the financial institution offers to municipal governments.

I. Terms of the Banking Agreement:

1. The financial institution must be fully qualified as a “**Public Depository**” pursuant to the **State of New Jersey Government Unit Depository Protection Act** and must continue to be such during the three (3) year contract period, as well as for an additional two (2) – one (1) year options to renew with same terms and conditions upon written mutual consent of the Borough and the financial institution.
2. By submitting a proposal, the proposer certifies that he/she has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed.
3. The proposer shall furnish such additional information as the Borough may reasonably require. The Borough reserves the right to make reasonable inquiries of the qualifications of the proposer, as it deems appropriate.
4. The Borough reserves the right to reject any/or all proposals, and the right to accept the proposal that it considers most favorable to the Borough’s interests. In addition, the Borough reserves the right to seek new proposals when such a procedure is in its best interests to do so.

II. Required Services for Responding Financial Institutions:

1. Monthly Statements must be online accessible 3 business days after month end.
2. Interest paid on all accounts and method of interest calculation.
3. Next business day availability for deposited cash and checks.
4. Monthly account analysis, detailing all fees and charges as well as earnings credit.
5. Payroll services to be paid for in full.
6. Must have Check Positive Pay and ACH Positive Pay, a cost that shall be absorbed by the bank.
7. All fees waived for the borough including fees for deposit slips, forms, stamps, etc.
8. Electronic Banking;
 - a. Balance and statement reporting, payment reporting, fraud control reports and transaction search etc. with a minimum 6 months look back period for account detail.
 - b. Internal transfers, ACH/Fed wire transfers, stop payments, check inquiry/image search etc.
 - c. Make one-time and recurring wire transfer on-line with 2 factor authentication by borough designated individuals.
 - d. Web based computer banking (Real Time) allowing access to banking services such as: book transfers, wire transfers, statements etc. A demonstration of this service may be requested by the borough.

9. Ability to provide remote deposit.
10. Provide coin counting services for parking meters.
11. Merchant fees for parking to be paid in full or part
12. Escrow account services and internal online transfers
13. Armor car services when needed.
14. Process high volume of checks deposited during tax and fee due dates (February 1, April 1, May 1, August 1, November 1).

III. Please respond to the following questions on separate sheets:

1. The proposer must denote transaction cut off time for deposits and/or wired investments to be considered received that day and not carried forward to the next day. Indicate cut off time at branches and the financial institution's main office.
2. Please state the location of this bank or branch and list the number of bank branches that are closest to the Borough.
3. In order to maximize the yield on idle Borough funds, a sweep account may be requested. The amount of this investment will vary. The Borough welcomes any methods recommended by the proposer on the daily investment of idle funds; however, any of these proposed methods should be described in detail and must have the interest rate tied to an effective index rate. The Borough will investigate interest rates at all banks regularly to maximize return.
4. Please denote if a minimum balance is required. What is the penalty for falling below the minimum balance?
5. Proposed interest rate with index benchmarks and floor rates as applicable.
6. Methodology used to calculate monthly interest payments (ie. collected, compensating, actual balance, etc.).
7. Do you have professional staff dedicated to municipal financing and municipal debt financing? Please list the principal members of that Department and their location. Please list principal members of that department and their location.
8. Proposed conversion plan to ensure smooth transition between financial institutions upon final contract

IV. General Information:

- The Borough maintains accounts as listed below.
- The Borough’s current banking institution is Peapack Private
- The total property tax levy for calendar year 2026 is approximately \$39,000,000.
- All tax collections are deposited into the Current Fund Account. Approximately 1,300 checks are deposited during due dates (February, April, May, August, November).
- The Current Operating Budget for FY 2026 is approximately \$16 Million
- The Borough currently utilizes Check and ACH Positive Pay for eighteen (18) accounts
- The Borough issues approximately 2,000 checks and direct deposit records annually from the checking accounts listed below:
- The Borough pays its employees on a bi-weekly basis. If a scheduled pay day falls on a legal holiday, employees **must** be paid on the last non-holiday date before the regular payday. Currently, the average payroll (gross) is \$215,000. Approximately 47 full-time and up to 28 part-time/seasonal employees are paid each payroll. All employees are paid via automatic deposit of paychecks to approximately 20 banks or other financial institutions. Funds must be available to these employees on the morning of the scheduled pay, no later than 12:00 a.m. The Borough’s payroll processor, who is Primepoint, will provide direct deposit information to the Bank. Bank must be capable of processing the file in as little as 24 hours to meet the deadline.
- The Borough currently accepts payment for tax payments, fees, permits and recreation programs by credit card. The Borough expects to continue to add online payments for additional departments in the future.

1	Payroll Agency	10	Grant Fund
2	Current Fund	11	Letter of Credit
3	Capital Fund	12	Engineering Trust
4	Trust Other	13	Law Enforcement Trust
5	Payroll	14	CDBG
6	Developer Escrow	15	Unemployment Trust
7	Animal Control	16	Construction Code
8	Health	17	Housing Trust
9	Registrar	18	Law Enforcement Restitution

V. Cost Proposal:

1. The cost proposals submitted to the Borough must be all inclusive. All services not mentioned or general services incidental to the operations of accounts maintained by the Borough and not

addressed are expected to be provided at no additional costs.

The Borough reserves the right to accept the proposals for all types of services from the same financial institution or split the services among different financial institutions if it's in the best interest of the Borough to do so.

Assume the activity estimates referred to throughout this document to be a reasonable estimate of activity to be experienced. The rates quoted per item by the proposer will be considered fixed, regardless of activity deviation. The Borough does not guarantee any minimum or maximum volume of activity.

2. Indicate the financial institutions per item processing fees paid by the Borough and revenues to be paid to the Borough by completing the "Banking Services Fee proposal Form". The fees should be presented on a unit cost basis. The proposer shall identify any specific services, which are not included in the analysis that may be subject to fees or charges payable by the Borough and include in the section "Charges for All Other Services as Required" on Exhibit A.

VI. Information Requested of the Proposer (including mandatory forms):

Please organize your proposals in the following manner:

1. Title page: Show name of the institution, address, telephone, and fax numbers, name of contact person and the date the proposal was submitted to the Borough.
2. Table of Contents: Include a clear identification of the material by section and page number.
3. Letter of Transmittal: The letter is not to exceed two pages in length and should contain the following information:
 - a. State the proposer's understanding of the scope of the service to be performed.
 - b. Indicate whether proposer is a parent or subsidiary associated with a holding company and describe its relationship to other in the group, if applicable.
 - c. Financial reports for the previous two years. (Please include as an attachment at the end of your proposal.)
 - d. Current financial rating as issued by Moody's, Standard and Poor's and or Fitch.
 - e. State if the proposer is chartered to do business in the State of New Jersey and attach a Governmental Unit Depository Protection Act certification of eligibility.

VII. Summary of Financial Institution's Qualifications:

1. Indicate the institution's background in providing banking services to municipal units of government, in general, and specifically, to municipalities the size of the Borough of Raritan. Provide a listing of current municipal clients that are presently using the institution's services, as well as three (3) municipal clients for whom similar services have been provided for reference.
2. Provide a completed "Proposal Form" (Exhibit A) and "Banking Services Questionnaire" (Exhibit B) with responses to all identified services. You may expand the form to include items which the Borough did not identify, but which you think should be listed, whether it is a chargeable item or not.
3. Please provide any other material that may be helpful in reviewing the proposal, including any attachments, schedules, financial information, etc.

FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

This fair and open process proposal is for the Request for Proposal. Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the Borough, price, and other factors considered.

IV. Proposal Requirements

Qualification Statement and Proposal

Respondents are requested to submit a Qualification Statement and Proposal. The Qualification Statement and Proposal must contain all requirements of the RFP and the following information.

1. The address of the office in which the work will be performed.
2. The name and title of the individuals who will be assigned to the project.
3. A narrative demonstrating your understanding of all work necessary. The narrative must detail your bank's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your bank is preparing a response. The narrative should address the ability of your bank to complete the required work in a professional and cost effective manner.
4. Resumes of key personnel must be submitted along with your bank's proposals. Each resume shall highlight education, professional credentials, and work performance on projects similar to that described in this RFP. A resume of the primary partner, as well as the resume(s) of key personnel must be included.
5. It is anticipated that the Borough will require monthly itemized statements for all services and will subject these statements to audit at least annually. Describe how your firm would provide for this reporting.
6. Please submit an example of a typical invoice your firm provides to a public agency **if** banking fees are invoiced monthly.

EXHIBIT A
BANKING SERVICES FEE PROPOSAL FORM
ESTIMATED MONTHLY ANALYSIS

	<u>Service Description</u>	<u>Monthly Average Volume</u>	<u>Monthly Unit Price</u>	<u>Monthly Total Price</u>	<u>Balance Required</u>
General Services					
Depository Services					
	Stop Payments	0			
	ACH Credit	64			
	ACH Debit	11			
	Deposits	73			
	Account Maintenance	14			
	Checks Paid	109			
	Checks Deposited	163			
	Chargeback Fee	2			
	Cash Deposit Fee	0			
ACH Services					
	ACH Maintenance	1			
	ACH FTP/ Upload Batch	0			
	ACH FTP/ Upload Orig Debit/Credit				
Wire Transfer Services					
	Incoming Wire Transfer				
	Outgoing Online Wire	3			
Cash Management Services					
Positive Pay					
	Positive Pay Monthly Fee	0			
	Positive Pay Payee Verification Fee	0			
	Per Issued Item-Upload	0			
Online Banking					
	CM Online Banking				
	Additional Token				
	Wire Transfer Module	1			
ACH Debit Block / Positive Pay					
	Account Maintenance	0			
	Additional Account Maintenance	0			
	ACH POS Pay - Per Exception Item	0			

EXHIBIT B
Borough of Raritan
Banking Services Questionnaire

Bank Name: _____

Branch Location: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Branch Hours: _____

1. Monthly bank statement:
 Closing date: _____
 Mail date: _____
 Interest posting date: _____

2. Checks sorted for reconciliation? Yes _____ No _____
 Available on CD? Yes _____ No _____

3. Wire transfers available by telephone? Yes _____ No _____
 by computer? Yes _____ No _____

4. Limit to number of transfers per month? Yes _____ No _____
 If yes, how many? _____

5. intrabank transfers by telephone? Yes _____ No _____
 by computer? Yes _____ No _____
 by paper? Yes _____ No _____

6. Daily account balance available
 by telephone? Yes _____ No _____
 by computer? Yes _____ No _____

7. Permit redeposit of NSF checks? Yes _____ No _____

8. Stop payment by telephone? Yes _____ No _____
 by computer? Yes _____ No _____

9. Account analysis available monthly? Yes _____ No _____

10. Availability of Safe Deposit box? Yes _____ No _____

11. Compensating balance required? Yes _____ No _____
12. Annual Report/Financial Condition available? Yes _____ No _____
13. Locked bags for night deposit available? Yes _____ No _____
14. Provide overdraft protection? Yes _____ No _____
15. Are accounts linked for any purposes? Yes _____ No _____
16. Are you able to provide EDI/Corporate Payment Notification (ACH) information? Yes _____ No _____
17. Hour that deposits must be made by for same day credit is: _____
18. Interest rate paid on deposits:
How is rate calculated?
19. Account information retention/retrieval process is:
20. Direct deposit of payroll available? Explain procedure:
21. Explain wire transfer procedure from #3.
22. Explain Stop Payment procedures from #9.
23. Explain funds availability policies.
24. List charges, if any, for the following services:
- Monthly account maintenance per account _____
- Check sorting for reconciliation _____
- Check printing per hundred _____
- Deposit slip printing per hundred _____
- Payroll service per month _____
- Direct deposit per employee _____

Other payroll charges	_____
Intrabank transfers per item	_____
Outgoing wire transfers per item	_____
Incoming wire transfers per item	_____
Overdraft per item	_____
Returned check per item	_____
Stop payment per item	_____
Deposit processing per ticket and per item	_____
Check processing per item	_____
Information retrieval per item/request	_____
Safe deposit box	_____
Daily telephone calls	NO FEE
Locked bank bag	_____
Night deposit	_____
Duplicate bank statement (per statement)	_____

26. Please provide the following formulas and calculations, if they apply:

Net Monthly Earnings Calculation:

Average Daily Ledger Balance Calculation:

Reserve Requirement (%): _____ Not applicable

FDIC Insurance Assessment: \$ _____ per \$1,000 Not applicable

Average Daily Float Calculation:

Not applicable

Average Collected Balance Calculation:

Compensating Balance Formula:

Not applicable

Earnings Credit Formula:

Completed by:

Name

Title

Telephone Number

Conflict of Interest

This section should disclose any potential conflicts of interest that the financial institution may have in performing these services for the Borough.

Conflict of Interest Yes _____ No _____

If answered "yes", please explain below or on separate sheet(s)

The undersigned hereby declares that he/she has carefully examined the requirements of the specifications contained herein and proposes the above (Exhibit A) and if awarded the contract, he/she will provide Services as listed in this Request for Proposal.

Bank: _____

Address: _____

Signature: _____

Print Name/Title: _____

Phone: _____ Fax: _____

Email: _____

REFERENCES

Please provide a list of three (3) municipal clients for whom similar services have been provided. Include the following in your response:

- | | |
|-------------------------------|-------------------|
| 1. Name and Address of Client | 6. E-mail address |
| 3. Contact Person's Name | 7. Dates Worked |
| 4. Contact Person's Title | 8. Telephone |

1. Institution Name _____

Address _____

Contact Name and Title _____

Telephone _____ Email _____

Dates Worked _____

2. Institution Name _____

Address _____

Contact Name and Title _____

Telephone _____ Email _____

Dates Worked _____

3. Institution Name _____

Address _____

Contact Name and Title _____

Telephone _____ Email _____

Dates Worked _____

V. BASIS FOR AWARD OF CONTRACT/AGREEMENT FOR BANKING SERVICES

The Borough of Raritan shall award a Banking Service contract or agreement based on qualification, merit and cost competitiveness. Selection criteria will include:

1. Responsiveness of the proposal related to the scope of work.
2. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.
3. Qualifications of the individual or firms who will perform the service or activity.
4. Experience and references and responses of client references.
5. Cost Competitiveness and maximum earnings allowance.
6. Financial strength, longevity of bank and stability of financial institution.
7. Location and convenience in proximity to the borough
8. The Borough reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the services as outlined in the applicant's/proposer's proposal.
9. All awards will be by resolution acted on by the Borough Council at a Council meeting.
10. For contract renewals after the initial three year term, the Committee will conduct a performance review prior to opting to renew for each one year renewal.
11. All awards are subject to availability of funds.
12. Any other information that the Borough deems relevant.

V. Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Borough will either award the Contract within the applicable time period or reject all proposals. The Borough may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the Borough, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The Borough reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Borough that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Borough reserves the right to waive any minor informality in the RFP. In the event that all proposals are rejected, the Borough reserves the right to start the process over from the beginning and re-solicit proposals.

If No Proposals Are Received

If no proposals are received after conducting the Fair and Open Process, the Committee will make a recommendation for the appointment of a professional to the governing body as permitted in N.J.S.A. 40A:11-6.1(a)(b). Notwithstanding the above, all professionals receiving awards based on this subsection must comply with the limitations on contributions imposed in the Borough's Pay to Pay Ordinances.

Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

The Borough reserves the right to consider historical information and fact, whether gained from the proposal, question-and-answer conferences, references, or any other source, in the evaluation process.

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

- 1. Understanding of the Scope of Work:**
 - a. Completeness & Responsiveness to the RFP/RFQ
 - b. Compliance with Instructions and Requests
 - c. Demonstrates Clear Understanding of Scope of Work

- 2. Knowledge and Technical Competence:**
 - a. Education & Training of Employees
 - b. Suitability to Perform Required Tasks
 - c. Technical Processes & Equipment

- 3. Management, Experience and Personnel Qualifications:**
 - a. Project Management Team & Their Qualifications
 - b. Additional Resources Available
 - c. Record of Reliability & Quality of Service
 - d. Experience Performing Similar Work

4. Cost:

- a. Explanation of Costs (on Cost Sheet)
- b. Cost/Interest Rate Comparison
- c. Miscellaneous/Additional Services Costs

VI. Award

Term of Contract: June 1, 2026 – May 31, 2029 (subject to change as of administrative review) with an option to renew for two (2) - one (1) year terms with same terms and conditions upon written mutual consent of the Borough and the financial institution.

The Evaluation Committee will select the vendor(s) deemed most advantageous to the Borough, price and other factors considered. The Committee's selection is subject to the Governing Body's approval. Once approved by the governing body, the contract between the Borough and the selected vendor(s) shall be prepared.

All awards are subject to availability of funds.

Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

Open Public Records Act (OPRA)

All documents/information, except for OPRA's Exemptions from Disclosure, submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq.

FEE PROPOSAL TO PROVIDE THE SERVICES

This fair and open process proposal is for the Request for Proposal. Contract award(s) shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is (are) most advantageous to the Borough, price and other factors considered.

REQUEST FOR PROPOSAL DOCUMENT CHECKLIST

FAILURE TO SUBMIT ANY OF THE THREE (3) "CHECKED" REQUIRED STATUTORY ITEMS
(N.J.S.A. 40a:11-23.2) WILL RESULT IN REJECTION OF YOUR BID

Required Statutory with Bid	Read, Signed & Submitted Bidder's initial
√ Statement of Ownership Disclosure – <i>Statutory</i>	_____
√ Acknowledgement of Receipt of Addenda (complete enclosed form – "Acknowledgement of Receipt of Addenda" - AND enclose signed copies of any/all Addenda with bid submission – <i>Statutory</i>	_____
√ Proposal Page (completed and signed) – <i>Statutory</i>	_____

Review the following checklist and submit appropriate documents with submission.

- _√_ Non-Collusion Affidavit
- _√_ Required Evidence EEO/Affirmative Action Regulations – Employee Information Certificate
- _√_ Certificate of Insurance naming Owner as additionally insured (**from awarded vendor with executed contracts**)
- _√_ Business Entity Disclosure Certification completed & signed (Pay-to-Play)
- _√_ State of New Jersey Business Registration Certificate (for Bidder and named/listed subcontractor(s) with bid submission *OR* prior to award)
- _√_ CD with PDF of Bid Response along with Printed Copies (reference Notice to Bidders)
- _√_ Disclosure of Investment Activities in Iran (complete in entirety & sign)
- _√_ Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- _√_ Debarred List Affidavit
- _√_ Exhibit A
- _√_ Exhibit B

EEO Compliance: Goods, General Services and Professional Services

- _√_ Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 et seq. (P.L 1975, c. 127) and N.J.A.C. 17:27 et seq. (Attachment A)
- _√_ New Jersey Anti-Discrimination Provisions N.J.S.A. 10:2-1 et seq. (Attachment B)
- _√_ Americans w/ Disabilities Act of 1990-Equal Opportunity for Individuals w/ Disability (Attachment C)

BOROUGH OF RARITAN
SOMERSET COUNTY, NEW JERSEY
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No Addenda were received

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Printed Name: _____

Title: _____

Date: _____

This form must be completed and any/all addenda must be signed and included with your submission.

Disclosure of Investment Activities in Iran

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

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 on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 Borough of Raritan 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 Borough of Raritan to notify the Borough of Raritan 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 Borough of Raritan and that the Borough of Raritan at its option may declare any contract(s) resulting from this certification void and unenforceable.

Signature: _____

Full Name (Print): _____

Title: _____

Date: _____

Failure of the bidder/proposer to complete and submit this required information prior to award is cause for automatic rejection of the bid or proposal



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

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

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

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

OR

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

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

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

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

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

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

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq.

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Employee information Report (Form AA302).

4. All successful construction contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF
N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 within the time frame.

COMPANY: _____ SIGNATURE: _____

TITLE: _____

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq. within the time frame.

ATTACHMENT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be 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 by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Fall 2018

ATTACHMENT B – NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

ATTACHMENT C
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

STATEMENT OF OWNERSHIP DISCLOSURE
 N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I - Check the box that represents the type of business organization:

Proprietorship (skip Parts II and III, execute certification in Part IV)

Corporation (skip Parts II and III, execute certification in Part IV)

Corporation (any type)

Liability Company (LLC)

Partnership

Liability Partnership (LLP)

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

<i>Name of Individual or Business Entity</i>	<i>Home Address (for Individuals) or Business Address</i>

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Part III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. *Attach additional sheets if more space is needed.*

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. *Attach additional sheets if more space is needed.*

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of Raritan is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.

<i>Full Name (print)</i>		<i>Title</i>	
<i>Signature</i>		<i>Date</i>	

Failure of the bidder/proposer to submit the required information with submission is cause for automatic rejection of the bid or proposal

**BOROUGH OF RARITAN
SOMERSET COUNTY, NEW
JERSEY**

NON-COLLUSION AFFIDAVIT

State of New Jersey County of _____ ss:

I _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly sworn
according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)
the bidder making this Proposal for the bid proposal entitled _____
_____, and that I executed the said proposal
(title of bid proposal)

with full authority to do so that 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; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
(name of contracting unit)

_____ relies upon the truth of the statements contained in said project Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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 bona fide established commercial or selling agencies maintained by

_____.

Type or print name of affiant under signature

Subscribed and sworn to
before me this _____ day
of _____, 20 _____

Notary Public Signature

Notary Public of _____

My Commission expires _____ 20 _____ .

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY

SS

COUNTY OF _____

I, _____ of the City/Town/Borough/Borough, etc.
_____ in the County of _____ and the State of
_____ being of full age and being duly sworn according to law on my oath
depose and say that:

I am _____ an officer of the firm of
_____, the bidder making the bid for the above named work and that I
executed said bid with full authority to do so; that said bidder at the time of making of this bid is not included on
the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all
statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that
the Borough of Raritan, as the Owner, relies upon the truth of the statements contained in said bid and in the
statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer’s
List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract,
including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of the Eligibility
Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension
and/or disqualification in contracting with the State of New Jersey, if the Contractor pursuant to N.J.A.C.12:60-
7.1 et seq. commits any of the acts listed therein, and as determined according to applicable law and regulation.

Signature with Title

Printed Name

Firm Name

Subscribed and sworn before me
this _____ day of _____, 20_____.

Notary Public of _____

My Commission Expires _____, 20_____