



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

NEW JERSEY SCHOOLS INSURANCE GROUP (NJSIG) REQUEST FOR PROPOSALS FOR BANKING, CUSTODIAL AND ASSET MANAGEMENT SERVICES

The New Jersey Schools Insurance Group (“NJSIG” or the “Group”) is seeking a joint proposal from banking institutions interested in providing banking, custodial and asset management services. Your institution is invited to submit a proposal.

We will consider proposal options as follows:

- Option 1 - Banking Services, Custodial Services and Asset Management Services
- Option 2 - Banking Services
- Option 3 - Custodial Services
- Option 4 - Asset Management Services

NJSIG reserves the right to award any combination of options.

ORGANIZATIONAL BACKGROUND

NJSIG commenced operations on October 13, 1983 in accordance with N.J.S.A. 40A:10-36 entitled “An act concerning joint insurance funds for school boards”, which allows for two or more units of government to form a joint insurance fund for the purpose of group purchase/self-insurance against claims for various property and casualty type coverage. Additionally, because it is a school board joint insurance fund, the Fund has also been established in accordance with N.J.S.A. 18A:18B-1 et seq. The Group provides local school boards with economical means of obtaining insurance coverage for workers’ compensation, general liability, automobile liability, property, error and omissions, crime and auto physical damage coverages. The Group is currently comprised of approximately four hundred (400) school board member districts.

As of 06/30/15, the Group’s financial assets were approximately \$295 million, of which \$288 million were cash and investments. The mix among asset classes varies over time depending upon rate relationships.

The Group maintains a central concentration account and four subsidiary checking accounts for expenses specifically related to claims, operating expenses, payroll and FSA payments. The four subsidiary accounts are zero balance accounts. The Group also maintains a Lockbox account for receipt of Group member district insurance premium/assessments. The Group uses a custodial bank/institution for the safeguarding of its investments. The Group also has funds placed in the New Jersey Cash Management Fund.

The Group is governed by the NJSIG Board of Trustees which is comprised of Superintendents, Business Administrators and School Board members from various Group member districts. The NJSIG Finance Committee is a subcommittee of the NJSIG Board of Trustees. The Group is managed by an Executive Director, a Chief Legal Counsel, a Comptroller and Managers of Information Technology, Claims, Underwriting/Client Relations, Loss Control and Human Resource departments.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

The NJSIG Board of Trustees, the NJSIG Finance Committee, the Group's Executive Director and the Comptroller will review the Banking, Custodial & Asset Manager proposals and make the final decision on any service provider(s).

RFP OBJECTIVE

The Group's leadership seeks to achieve economies of scale in the procurement of banking, custodial and investment services by jointly soliciting proposals. This RFP seeks to assist in meeting these needs by giving the banking and investment communities the opportunity to submit consolidated proposals for banking, custodial and asset management services.

INVESTMENT AND BANKING OBJECTIVES

The investment objectives of the entities are outlined in the attached cash and investment management plan. The plan also outlines permissible investments and other guidelines regarding control over cash and investments.

Banking objectives are to obtain comprehensive and cost effective services to allow for the efficient collection of money, the disbursement of money, and the concentration of funds for investments.

NOTICES, RESPONSES and AWARD

Submit (a) one original paper copy, clearly marked as the "ORIGINAL" plus an electronic copy on CD or disk. The proposal must be addressed to:

Renee Johnson-Payne, Executive Assistant
New Jersey Schools Insurance Group
6000 Midlantic Drive
Suite 300 North
Mount Laurel, NJ 08054

Faxed or E-Mailed proposals will NOT be accepted.

Questions regarding the RFP may be emailed to Michele Carosi at mcarosi@njsig.org

Responses must be received by 2:00 P.M., 07/31/2016. All questions regarding this RFP shall be in email form, shall be directed to the above, and must be received no later than 07/31/2016.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

The Group reserves the right to reject ANY AND all proposals and to further negotiate on price and service issue. Contracts shall be awarded on the terms and conditions set forth herein. The investment custodial and asset management contract shall be negotiated, and each respondent shall provide a proposed form of such contract, with the understanding that the proposed form of contract may be used as a basis for a final contract with NJSIG, provided however the Group reserves the right to propose and use an alternate form of contract for such engagement. In all events the language and requirements contained in Exhibit B – Mandatory Contract Provisions shall be applied.

Responses must include the completed questionnaire supplied herewith.

The questionnaire form is designed for narrative responses and qualitative responses. Please adhere precisely to the forms. Failure to supply the response on the form will be cause for the proposal to be disregarded.

Responses will be summarized by the Group and supplied to the NJSIG Finance Committee and the NJSIG Board of Trustees. As part of the decision making process, an onsite interview with team members who will be servicing this account may be required. The NJSIG Finance Committee will make a recommendation to the NJSIG Board of Trustees, which will award the Group's contract. The estimated decision making time frame is as follows:

- | | |
|--|------------------------|
| • Proposal receipt by NJSIG: | 07/31/2016 – 2:00 P.M. |
| • Finance Committee Review/Recommendation: | 09/2016 |
| • NJSIG Board of Trustees Action | 10/19/2016 |
| • Implementation of NJSIG Accounts | 01/01/2017 |

ENCLOSED FILES

Enclosed is the narrative questionnaire (see Exhibit F). This document should be completed and returned with your response; please answer all questions.

Also enclosed are NJSIG's proposed cash and investment management plan and the form of contract that will be required.

We thank you for your interest in working with NJSIG and look forward to receiving your proposal.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

MANDATORY CONTENTS OF PROPOSAL

In its proposal, the firm must include the following:

- 1) Contact Information: Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.
- 2) A fee proposals – based on a three year contract. (2017-2019)

For purposes of accurate proposal comparison, and ease of administration, the Group requires that fee proposals be stated on the following basis:

- Fixed income investments – Compensation for all services shall be negotiated and may be either a flat fee or based upon a percentage of fixed income assets under management as of the end of each month exclusive of any money market accounts that may be part of the asset manager portfolio.
- Bank Accounts – ***All banking services fees shall be waived*** (there shall be no charge for printing of checks, transfers, lock boxes, and any other account activity or services) and the central/concentration account shall earn interest on account balances at the three month Treasury bill rate plus “x” basis points – This rate shall be adjusted monthly based upon the latest auction date rate immediately preceding the beginning of a month. Proposal shall also include a guaranteed minimum interest rate for the central/concentration account.
- Custodial Fee – These services are currently billed to the GROUP as a flat fee on an annual basis.

The NJSIG invites vendors to assess the needs expressed herein and offer alternative pricing proposals in addition to standard method required above. Before putting forth any alternatives, please confirm that such alternatives are permissible for Joint Insurance Funds operating in the State of New Jersey.

- 3) An executive summary of not more than three pages identifying and substantiating why the vendor is best qualified to provide the requested services.
- 4) A staffing plan listing those persons who will be assigned to the engagement if the vendor is selected, including the designation of the person who would be the vendor’s officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person’s relevant professional experience, years and type of experience, and number of years with the vendor.

The responder shall also include in an addendum a copy of the data forms required by the Department of Banking and Insurance pursuant to NJAC 11:15 – 2.6 (c) 8, as well as all documents required and attached hereto as Exhibits.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

- 5) A description of the vendor's experience in performing services of the type described in this RFP and the attached questionnaire. Specifically identify client size and specific examples of similarities with the scope of services required under this RFP and the attached questionnaire.
- 6) A description of resources of the vendor (i.e., background, location, experience, staff resources, financial resources, other resources, etc.).
- 7) Describe how the vendor's use of products, programs or systems can enhance the productivity of the Group's Executive Director and Comptrollers offices, including their interaction with the banks and/or financial entities. Document any hardware devices, software or portals that may be available to the Group.
- 8) The location of the office, if other than the vendor's main office, at which the vendor proposes to perform services required under this RFP and the attached questionnaire. Describe your presence in New Jersey.
- 9) Provide references including the contact names, titles, and phone numbers.
- 10) In its proposal, the vendor must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement.
- 11) Governmental Unit Deposit Protection Act (GUDPA) certificate in PDF format
- 12) Answers to the attached Questionnaire (Exhibit F)

INTERVIEW

The Group reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Group reserves the right to request clarifying information subsequent to submission of the proposal.

SELECTION CRITERIA AND CONTRACT

The Group will select the vendor deemed most advantageous to the Group, price and other factors considered. The contract between the Group and the selected vendor(s) shall be comprised as contemplated under this RFP, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy the minimum requirements, the Group will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

- (a) Review and confirmation of Exhibits A-F. Completion and return of Exhibits C-F.
- (b) The vendor's general approach to providing the services required under this RFP and the attached questionnaire.
- (c) The vendor's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP and the attached questionnaire.
- (d) The qualifications and experience of the vendor's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFP and the attached questionnaire.
- (e) The overall ability of the vendor to mobilize, undertake and successfully complete the engagement within the timeline. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this RFP; the availability and commitment to the engagement of the vendor's management, supervisory and other staff proposed; the vendor's contract management plan, including the vendor's contract organizational chart.
- (f) The vendor's ability to match the Groups' existing reporting capabilities, at minimum.
- (g) As the members of the NJSIG shall utilize the criteria set forth above in making an award pursuant to this RFP, you are urged to provide sufficient information on the above criteria in your submission.
- (h) Selection of the award shall be based solely on the NJSIG's evaluation of the submissions and the criteria. The NJSIG reserves the right to interview one or more of the most qualified respondents. The NJSIG also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for the NJSIG. The right to reject any or all submissions and to waive information required in the RFP is reserved by the NJSIG.
- (i) A screening of all responses will be conducted to determine overall responsiveness. Responses determined to be incomplete or non-responsive will be disqualified.
- (j) The responses of each firm will be evaluated based upon the requirements of this RFP. This evaluation process will take into account all items submitted pursuant to the RFP and will not be based solely upon the fees submitted by the firm. The review will focus on the experience and expertise of the firm in providing similar services in the State of New Jersey to other governmental entities, authorities or bi-state agencies. This step of the overall evaluation may include verification of credentials and stated experience.

Exhibits:

- A. Cash and Investment Management Plan
- B. Mandatory Contract Language
- C. Ownership Disclosure / Data Summary
- D. Non-Collusion Certificate
- E. Disclosure of Investment Activities in Iran
- F. Questionnaire



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

EXHIBIT A



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

NEW JERSEY SCHOOLS INSURANCE GROUP CASH MANAGEMENT AND INVESTMENT PLAN

1.) Cash Management and Investment Objectives

The New Jersey Schools Insurance Group (hereinafter referred to as the GROUP) objectives in this area are:

- a.) Preservation of capital.
- b.) Adequate safekeeping of assets.
- c.) Maintenance of liquidity to meet operating needs, claims settlements and grants/dividends.
- d.) Diversification of the GROUP's portfolio to minimize risks associated with individual investments.
- e.) Maximization of total return, consistent with risk levels specified herein.
- f.) Investment of assets in accordance with State and Federal Laws and Regulations.
- g.) Accurate and timely reporting of interest earnings, gains and losses by line of coverage in each fund year.
- h.) Stability in the value of the GROUP's economic surplus.

2.) Permissible Investments

Investments shall be limited to the following:

- a.) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America.
- b.) Government money market mutual funds.
- c.) Any federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase, and has a fixed rate of interest not dependent on any index or external factors.
- d.) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located; or
- e.) Bonds or other obligations, having a maturity date not exceeding 397 days, approved by the Division of Investment of the Department of Treasury, the State Investment Council and the Department of Banking and Insurance for investment by local units.
- f.) Local government investment pools.
- g.) Repurchase agreements of fully collateralized securities, subject to rules and conditions established by the NJ Department of Community Affairs and the NJ State Investment Council.

No investment or deposit shall have a maturity longer than five (5) years from date of purchase.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

3.) Authorized Depositories

In addition to the above, the GROUP is authorized to deposit funds in certificates of deposit and other time deposits in banks covered by the Governmental Unit Depository Protection Act, NJSA 17:9-14 et seq. (GUDPA). Specifically authorized depositories are as follows:

- TD Bank, N.A.
- TD Wealth Management

All such depositories shall acknowledge in writing receipt of the Plan by sending a copy of acknowledgement to the GROUP's Executive Director.

The FUND is also authorized to invest its assets in the New Jersey Cash Management Fund.

4.) NJSIG for Investment Management

The GROUP's Executive Director (or retained asset manager) is directed by the NJSIG Finance Committee to authorize investments which are consistent with this plan and all appropriate regulatory constraints. When possible, federal securities shall be purchased directly from the US Treasury. Transactions may also be processed through the New Jersey Division of Investment by the GROUP's Executive Director and/or a retained asset manager.

The following institution is hereby designated as the firm with whom the Group's Executive Director may deal for purposes of buying and selling securities identified in this Plan as "Permissible Investments" (permitted investments) or otherwise providing for Deposits.

- TD Wealth
- TD Bank, NA
- New Jersey Cash Management Fund

All such institutions shall acknowledge in writing receipt of the Plan by sending a copy of acknowledgement to the GROUP's Executive Director.

5.) Preservation of Capital

Securities shall be purchased with the ability to hold until maturity.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

6.) Safekeeping

Securities purchased on behalf of the GROUP shall be delivered electronically or physically to the GROUP's custodial bank, which shall maintain custodial and/or safekeeping of the accounts for such securities on behalf of the GROUP. These securities will be covered by a custodial agreement with the financial institution in the State of New Jersey. The custodial agreement will comply with the required language in N.J.S.A 18A:20-37-1(b) and the NAIC Financial Condition Handbook Guidelines on Custodian and Safekeeping Agreements. Such institution shall provide for the designation of such investment in the name of the GROUP to assure that there is no unauthorized use of the funds or the Permitted Investments or deposits. The purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the GROUP or by a third party custodian prior to or upon the release of the GROUP's payment

To assure that all parties with whom the GROUP deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the GROUP's Executive Director.

7.) Reporting for Asset Managers (if applicable)

The asset manager will submit written statements describing the proposed investment strategy for achieving the objectives identified herein. The asset manager shall also submit revisions to strategy when justified as a result of changing market conditions or other factors. Such statements shall be provided to the GROUP's Executive Director and Comptroller. The asset manager shall provide the GROUP's Executive Director with a copy of the institution's annual National Association of Security Dealers' audit.

8.) Reporting Requirements

Asset managers will submit written statements to the GROUP's Executive Director and Comptroller describing the proposed investment strategy for achieving the objectives identified herein. Asset managers shall also submit revisions to strategy when justified as a result of changing market conditions or other factors. Such statements shall be provided to the GROUP's Executive Director and Comptroller. The statements shall also include confirmation that all investments are made in accordance with this plan. Additionally, the Asset Manager shall include a statement that verifies the reconciliation and determination of the appropriate fair value of the GROUP's portfolio based on valuation guidelines that shall be kept on file in the GROUP's Executive Director's office.

The GROUP's Comptroller shall report to the NJSIG Board of Trustee at all regular meetings on all investments. This report shall include information on the balances in all bank and investment accounts, and purchases, sales, and redemptions occurring in the prior month.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

9.) Audit

This plan, and all matters pertaining to the implementation of it, shall be subject to the GROUP's annual audit and to audits by the NJ Department of Banking and Insurance (DOBI).

10.) Cash Flow Projections

Asset management decisions shall be guided by cash flow factors and payout factors supplied by the GROUP's Actuary and reviewed by the NJSIG Finance Committee, the GROUP's Executive Director and the GROUP's Comptroller.

11.) Cash Management

All moneys turned over to the GROUP shall be deposited within forty-eight (48) hours in accordance with NJSA 40A:5-15 and NJSA 18A:20-37.

The GROUP's Executive Director shall minimize the possibility of idle cash accumulating in accounts by assuring that all amounts in excess of negotiated compensating balances are kept in interest bearing accounts or promptly credited into the investment portfolio.

Cash may be withdrawn from investment pools under the discretion of the GROUP's Executive Director and/or the GROUP's asset managers and only to fund operations.

The GROUP's Comptroller shall escheat to the State of New Jersey checks which remain outstanding for three years or more after the date of issuance. However, prior to implementing such procedures, the GROUP's Comptroller, with the assistance of the GROUP's Claims Manager, shall confirm that the outstanding check continues to represent a valid claim against the GROUP.

12.) Authorized Signatories and Verification

Checks over \$5,000 require two (2) signatures. The GROUP's Executive Director is the primary signatory on all accounts. The alternate primary signatories on all accounts are the GROUP's Loss Control Manager and/or the NJASBO Representative to the NJSIG Finance Committee and/or the GROUP's Board of Trustee Chairperson. All wire transactions require initiation by the GROUP's Executive Director (or the GROUP's Loss Control Manager) and must be verified by the GROUP's Claims Manager, Underwriting Manager and/or Information Technology Manager.

The following is a listing of the GROUP's accounts and the authorized signatories on the accounts:

Concentration Account: The Executive Director (ED) and the Loss Control Manager are the designated authorities on this account. The Loss Control Manager serves as the permanent backup person to the ED. Additional designations on these accounts will be the NJASBO Representative to the NJSIG Finance Committee & the Chairperson of the Trustees.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

Operating Account: The Executive Director (ED) and the Loss Control Manager are the designated authorities on this account. The Loss Control Manager will serve as the permanent backup person to the ED. The Claims Manager, the Underwriting Manager, the NJASBO Representative to the NJSIG Finance Committee & the Chairperson of the Trustees are the additional signatories on this account.

Claims Account: The Executive Director (ED) and the Loss Control Manager are the designated authorities on this account. The Loss Control Manager will serve as permanent backup person to the ED. The Office Manager, the Underwriting Manager, the NJASBO Representative to the NJSIG Finance Committee & the Chairperson of the Trustees are the additional signatories on this account.

Payroll Account: The Executive Director (ED) and the Loss Control Manager are the designated authorities on this account. The Loss Control Manager will serve as the permanent backup person to the ED. The Claims Manager, the Underwriting Manager, the NJASBO Representative to the NJSIG Finance Committee & the Chairperson of the Trustees are the additional signatories on this account.

FSA/DCA Account: The Executive Director (ED) and the Loss Control Manager are the designated authorities on this account. The Loss Control Manager will serve as the permanent backup person to the ED. The Claims Manager, the Underwriting Manager, the NJASBO Representative to the NJSIG Finance Committee & the Chairperson of the Trustees are the additional signatories on this account.

Lockbox Account: The Executive Director (ED) and the Loss Control Manager are the designated authorities on this account. The Loss Control Manager will serve as the permanent backup person to the ED. Additional designations on these accounts will be the NJASBO Representative to the NJSIG Finance Committee & the Chairperson of the Trustees.

TD Bank CD's: The Executive Director (ED) and the Loss Control Manager are the designated authorities on this account. The Loss Control Manager will serve as the permanent backup person to the ED. Additional designations on these accounts will be NJASBO Representative to the NJSIG Finance Committee & the Chairperson of the Trustees.

TD Wealth Management - NJSIG Capital Management Trust Fund: The Executive Director (ED) and the Loss Control Manager are the designated authorities on this account. The Loss Control Manager will serve as the permanent backup person to the ED. Additional designations on these accounts will be NJASBO Representative to the NJSIG Finance Committee & the Chairperson of the Trustees.

NJ Cash Management Fund: The Executive Director (ED) and the Loss Control Manager are the designated authorities on this account. The Loss Control Manager will serve as the permanent backup person to the ED. Additional designations on these accounts will be NJASBO Representative to the NJSIG Finance Committee & the Chairperson of the Trustees.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

13.) Deviations/Amendments

Any recommendation regarding a deviation or amendment to the Cash Management Plan (to the extent permitted by law then in effect), must first be approved by two-thirds (2/3) vote of the NJSIG Finance Committee, and then forwarded to the NJSIG Board of Trustees for action.

14.) Term of Plan

This Plan shall be in effect from 07/01/2015 to 09/30/2016. Attached to this Plan is a resolution of the NJSIG Board of Trustees approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the NJSIG Board of Trustees, the GROUP's Executive Director will supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

EXHIBIT B



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

The following language shall be included in all contracts with the NJSIG.

INDEMNIFICATION AND HOLD HARMLESS: SERVICE PROVIDER shall indemnify, defend and hold the GROUP, its Board of Trustees, appointed officials and member districts harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the GROUP, its Board of Trustees, appointed officials and member districts, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the GROUP harmless from same. In the event of a loss of securities for which the SERVICE PROVIDER is obligated to indemnify the GROUP, the securities shall be promptly replaced or the value of the securities and the value of any loss of rights or privileges resulting from the said loss of securities shall be promptly replaced.

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the GROUP:

Workers' Compensation: Statutory plus \$100,000/\$500,000/\$100,000 for employers' liability:

General Liability: \$1,000,000/\$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: \$1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: \$1,000,000/ \$1,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., The SERVICE PROVIDER shall be bonded in a form and amount acceptable to the GROUP's governing body

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the GROUP be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the GROUP. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without GROUP approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

TERMINATION: The GROUP may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER. The SERVICE PROVIDER shall have the opportunity for a hearing before the NJSIG Finance Committee. The NJSIG Finance Committee shall determine whether the reasons for the termination can be amicably and reasonably resolved or whether, in its sole determination, the Agreement shall be terminated. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice. If the custodial agreement has been terminated or if 100% of the account assets in any one custody account have been withdrawn, the custodial SERVICE PROVIDER shall provide written notification, within three business days of termination or withdrawal, to the NJ Commissioner of Banking and Insurance.

OWNERSHIP OF RECORDS: All records and data of any kind relating to the GROUP shall belong to the GROUP, and shall be surrendered to the GROUP upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years from the date of final payment, the GROUP, its appointed officials and other designated representatives, as authorized by the GROUP, shall have access to records and files maintained by the SERVICE PROVIDER for the GROUP during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the GROUP are the property of the GROUP, regardless of site stored. Information released to the SERVICE PROVIDER by the GROUP for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, records must be made available to the state office of comptroller upon request.

IF PAYMENTS ARE TO BE MADE BY THE NJSIG

[PAYMENT: Payment shall be made in monthly installments (unless otherwise specified), provided the SERVICE PROVIDER submits a duly authorized invoice at least 20 days prior to the next regularly scheduled meeting of the GROUP's governing body. Final Payment will be withheld until the vendor's continued service is determined. If the vendor's contract will not be renewed or is terminated – final payment will not be made until all provisions of the contract have been satisfied. This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.]

SPECIAL PROVISIONS RELATING TO COMPENSATION. The compensation or service fee set forth in this Agreement includes:

All administrative staff, including support staff, necessary to perform the work required of the SERVICE PROVIDER.

Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

In-house computer services including all software and hardware provided by the SERVICE PROVIDER for the GROUP's use, it being understood that the software and hardware is and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of the GROUP shall be the property of the GROUP and upon the request of the NJSIG Finance Committee or the GROUP's Executive Director the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the NJSIG Finance Committee or the GROUP's Executive Director in either hard copy or on computer tape or disk or both as the NJSIG Finance Committee or the GROUP's Executive Director may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.

Furthermore, the SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from the loss of such data shall be borne by the SERVICE PROVIDER unless at the time of loss, said data was in the exclusive custody of the GROUP.

INDEPENDENT CONTRACTOR STATUS: The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of the GROUP. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

ENTIRE AGREEMENT: This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

NEW JERSEY LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

BINDING ON SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of the GROUP.

MODIFICATION: No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the GROUP and the SERVICE PROVIDER.

NO WAIVER: No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

PARTIAL INVALIDITY: If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to the GROUP.

CAPTIONS: The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that the GROUP has defined as proprietary without the express written consent of the GROUP. In addition, the SERVICE PROVIDER shall promptly advise the GROUP upon being interviewed or retained by a prospective new client operating in the field of casualty insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with THE TERMINATION CLAUSE of this agreement.

ELECTRONIC MAIL: The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the GROUP and to meet reporting requirements of the Executive Director. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the NJSIG Finance Committee via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

SPECIAL PROVISION: AFFIRMATIVE ACTION:

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



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

The SERVICE PROVIDER, 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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 SERVICE PROVIDER 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 SERVICE PROVIDER, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, 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 SERVICE PROVIDER, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the SERVICE PROVIDER's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SERVICE PROVIDER 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 SERVICE PROVIDER agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The SERVICE PROVIDER 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

The SERVICE PROVIDER shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

EXHIBIT C



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

OWNERSHIP AFFIDAVIT

STATE OF _____)

:ss

COUNTY OF _____)

_____ being sworn according to law, on his/her oath deposes and says:

1. That he/she is authorized to make this affidavit on behalf of

(Name of Firm)

2. That in compliance with Chapter 33 of Public Laws of 1977, which provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the Proposal or accompanying the Proposal of said corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, the following is a complete list of all stockholders in the corporation/ partnership with ten percent (10%) or greater interest therein.

<u>NAME OF BUSINESS OWNER</u>	<u>HOME ADDRESS</u>	<u>OWNERSHIP PERCENTAGE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Attach additional pages if necessary]

By: _____

Title: _____

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

Notary Public, State of _____ [SEAL]
My commission expires _____.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

CORPORATE DISCLOSURE CERTIFICATION

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

(Signature)

(Type or print name of affiant)

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

[SEAL]

Notary Public, State of

My commission expires _____.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

DATA FORM SUMMARY

YEAR _____

Firm Name: _____

Address: _____

Phone No. _____ Fax. No. _____

1.) List all parties having or deriving any interest, right or benefit in the firm.

<u>Name</u>	<u>Address</u>	<u>Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2.) List all senior officers and directors who will be servicing the Fund, along with a description of professional qualifications.

<u>Name</u>	<u>Title</u>	<u>Qualifications</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that the information on this disclosure is accurate and complete, and that I am an officer of the firm and am duly authorized to supply this information on behalf of the firm.

Signature: _____ Print: _____

Title: _____ Date: _____



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

EXHIBIT D



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF _____

I _____ of the City of _____

in the County of _____ and the State of _____

Of the firm of _____

of full age, being duly sworn according to law on my oath depose and say:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT NJSIG RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25).

_____(N.J.S.A. 52:34-15)

(Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

Day of _____ 20_____.

Notary Public of

My commission expires:



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

EXHIBIT E



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Page 1 of 2

Bid Name: _____

Bid Due Date: _____

Bidder: _____

PART 1:

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 NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she 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 New Jersey Schools Insurance Group 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.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

PART 2 is required to be completed if both certification boxes in PART 1 were not certified.

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, engaged in the investment activities in Iran outlined above be completing the section below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

PART 3: CERTIFICATION SIGNATURE:

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 **New Jersey Schools Insurance Group** 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 **New Jersey Schools Insurance Group** to notify the **New Jersey Schools Insurance Group** 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 **New Jersey Schools Insurance Group** and that the **New Jersey Schools Insurance Group** at its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.

Signature

Print Name



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

EXHIBIT F



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

NJSIG BANKING, CUSTODIAL AND ASSET MANAGEMENT RFP QUESTIONNAIRE

PRICING (Banking Services, Custodian Service and/or Asset Manager Services)

Q. Describe your institution's rate for custodian services of the Group's investments. The Group pays its current institution an annual custodial flat fee.

A.

Q. Confirm that all banking services fees shall be waived. There will be no charges for:

- Check stock for NJSIG checks
- Zero Balance Accounts and automatic maintenance
- ACH and electronic data interchange services
- ACH instant alerts and NJSIG approval for ACH payments
- Account reconciliation services
- Stop payments
- Wire transfers
- Positive Pay services
- Lockbox services
- Any other additional/add-on services not listed above

A.

Q. Describe your institution's rate of compensation for its services for asset management. It is the preference of the Group that the rate be stated in terms of basis points at various dollar thresholds. The rate should be inclusive of all charges including all requirements needed to comply with these specifications, the contract, the cash and investment management plan, etc. Provide a narrative description below and pricing data. Explicitly address whether pricing is on a market or book value basis, the time frame for billing, whether the fee is inclusive of all services, etc.

A.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

ACCOUNTING PROCEDURES (Custodian Service and/or Asset Manager Services)

Q. Will monthly fixed income accounting reports containing the following be provided by the 5th of each month for transactions and holdings as of the prior month end?

- The position of individually named securities showing both initial cost of purchase and market values of all individually purchased securities;
- All principle cash transactions including all buys and sells; in sufficient descriptive detail;
- All income transactions, including all sources of interest in sufficient and descriptive detail.

A.

Q. Is a sample fixed income accounting report in PDF format enclosed with your response? And will this report be provided electronically on a monthly basis by the 5th of each month.

A.

Q. Will the monthly fixed income report be the same as the sample provided in the RFP, or, if not, will it include the same information.

A.

Q. Will you produce, upon special request, copies of documentation in support of buy, sell and hold decisions.

A.

MONITORING AND CONTROLS (Banking Services, Custodian Service and/or Asset Manager Services)

Q. What system of accounting controls and audits are in place to prevent loss of trustee funds due to fraud, error, misrepresentation or other irregularities as required by the custodial Service Agreement contract language for the “Special Provision - Indemnify and Hold Harmless” section of the contract?

A.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

PORTFOLIO STRATEGY REPORTING (Custodian Service and/or Asset Manager Services)

Q. Do you acknowledge that the custodian institution/asset manager will be expected to submit a quarterly report to the Group's Executive Director and Comptroller, the NJSIG Finance Committee, and the NJSIG Board of Trustees that summarizes recent market conditions, economic developments, and anticipated investment conditions? (The report must summarize the investment policies employed; describe the portfolio in terms of investment securities, maturities, risk characteristics, and other factors. The report would indicate any areas of policy concern and any suggested strategy revisions as a result of this concern or as a result of perceived opportunities.)

A.

Q. Do you acknowledge that the asset manager's relationship manager shall be available to meet with the NJSIG Finance Committee at least quarterly, with the NJSIG Board of Trustees at least one time per year, and with the Group's Executive Director and Comptroller on an as needed basis?

A.

Q. Will the asset management services provided be comprehensive and include portfolio design recommendations, investment strategy, trade execution, and custodial services?

A.

CUSTOMER BASE (Custodian Service and/or Asset Manager Services)

Q. What fixed income assets are currently under management by the persons and unit that will be assigned to NJSIG?

A.

PAST INVESTMENT PERFORMANCE (Custodian Service and/or Asset Manager Services)

Q. Detail the experience of the institution, and the specific manager, in implementing investment strategies similar to those being offered. Identify the performance of such portfolios over the past 12 months, and five (5) years.

A.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

BOND TRADING PROCEDURE (Custodian Service and/or Asset Manager Services)

Q. Describe the process by which bonds are purchased on behalf of NJSIG. Include the nature of broker/dealer relationships and any commission and/or "mark-up" credited to the asset manager outside of the stated management fee.

A.

BANKING INTEREST (Banking Services)

Q. Describe the proposed and itemized basis of compensation for banking services, the basis for determining and applying interest earnings credits to demand deposit accounts, the effect of float and reserve requirements on DDA interest earnings, and any conditions regarding minimum balances.

A.

PROXIMITY TO BRANCH OFFICES (Banking Services)

Q. Please identify the branch office which would service NJSIG.

A.

AVAILABILITY (Banking Services)

Q. How many business days after a check is deposited are funds available for investment or disbursement?

A.

CHECK RECONCILIATION (Banking Services)

Q. Explain the type of check reconciliation services, which can be provided for all NJSIG checking accounts.

A.

GUDPA CERTIFICATE

Q. Is a GUDPA certificate in PDF format enclosed with the email response?

A.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

GENERAL BANKING SERVICE QUESTIONS (Banking Services)

Q. Can you provide monthly bank statement on CD, within 5 days of a month-end closing date to NJSIG?

A.

Q. Please confirm that wire transfer will be available by telephone, fax and internet.

A.

Q. Please confirm that you offer Lock Box Services and provide a description of these services, as well its feature and benefits.

A.

Q. Please confirm that you offer Zero Balance Account and automatic balance maintenance and provide a description of these services, as well its feature and benefits.

A.

Q. Please confirm that you offer ACH service, electronic data interchange services, and instant alerts/NJSIG ACH approvals and provide a description of these services, as well its feature and benefits.

A.

Q. Please confirm that you offer Stop Payment services and provide a description of these services, as well its feature and benefits.

A.

Q. Please confirm that you offer Wiring services and provide a description of these services, as well its feature and benefits.

A.

Q. Please confirm that you offer Positive Pay services and provide a description of these services, as well its feature and benefits.

A.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

INTERNET BANKING (Banking Services)

Q. Describe in detail how the productivity of the Group's Executive Director, the Comptroller and the Accounting Department can be enhanced by using Internet banking products offered by your firm.

A.

COMPLIANCE WITH CASH AND INVESTMENT MANAGEMENT PLAN AND CONTRACT (Banking Services, Custodian Service and/or Asset Manager Services)

Q. Do you certify that your organization will comply with NJSIG's cash and investment management plan?

A.

Q. Do you acknowledge that systems and data shall be subject to review and audit by the NJSIG auditors each year and by the DOBI as requested and that timely and complete response to such inquiries is a condition of contract award?

A.

Q. Do you certify that the form of the draft contract, including all procedural requirements, is acceptable?

A.

IMPLEMENTATION (Banking Services, Custodian Service and/or Asset Manager Services)

Q. How quickly after a decision is made by the NJSIG, can the Group expect to have particular services available?

A.

Q. What steps will be taken by your institution to ensure that services and products are not implemented until all quality considerations have been fully addressed?

A.

Q. Which products and services that are being offered, are currently in use by other customers and which must be developed for the particular needs of NJSIG?

A.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

Q. What time frame is needed for the development and testing of various systems?

A.

Q. What type and amount of initial training or orientation will be provided to the Group's Executive Director, the Comptroller and any other NJSIG staff (which will be end users) on the logistics involved with the various services being offered by your institution?

A.

BANK OR INSTITUTION PROFILE

Q. For periods ending 12/31/14 and 12/31/15, provide the following information regarding the financial status of the institution:

- Tier 1 leverage ratio
- Tier 1 Capital/risk adjusted assets
- Total risk based capital/risk adjusted assets
- Reserve for possible credit losses/loans
- Return on average assets
- Return on average stockholders' equity
- Return on average common stockholders' equity
- Net Income or Loss

CUSTOMER BASE (Banking Services, Custodian Service and/or Asset Manager Services)

Q. What clients and institutions similar to NJSIG are currently receiving banking and asset management services? (Particularly and specifically highlight NJ school board JIFs, school boards, municipalities, insurance companies, and any other government entities, which are clients).

A.

EMPLOYEES AND OFFICIALS OF THE INSTITUTION (Banking Services, Custodian Service and/or Asset Manager Services)

Q. What are the names, titles, backgrounds, and normal business locations of persons that will be servicing this account? Be specific on the names and qualifications of the persons who will:

- Have responsibility for the overall relationship;
- Serve as a liaison with NJSIG and the Group's Comptroller/Accounting Department on a day-to-day basis;
- Have responsibility for computerization and record keeping;
- Manage the investment portfolio.



1-888-NJ Pool 1

New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300 North
Mount Laurel, New Jersey 08054
(609) 386-6060 • FAX (609) 386-8877
www.njsig.org

A.

Q. What is the trust department's organizational structure and what resources are available in the areas of operations, systems and investments?

A.

Please provide any additional information that you feel NJSIG should be made aware of when evaluating your institution.