



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 BENEFIT CONSULTANTS SERVICES

The New Jersey Schools Insurance Group (“NJSIG” or the “Group”) is seeking a proposals from Benefits Consultants - interested in providing – Benefits Consulting- services. Your institution is invited to submit a proposal.

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.

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 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.

The Human Resources Manager will review the Benefits Consulting proposals and make a recommendation to the Executive Director, who will award the contract.

RFP OBJECTIVE

The Group’s leadership seeks a benefits consultant/broker to assist in the management of its employee benefits program by soliciting proposals. This RFP seeks to meet these needs by giving companies the opportunity to submit proposals for their Benefits Consulting services.

CONSULTING – OBJECTIVES

NJSIG’s objective is to identify a consultant who can assist with designing a benefits package using available resources to strategically position all of its benefits plans to improve business results and provide more choices. The consultant will assist NJSIG in adhering to government compliance at both the state and federal level while attempting to assure employee satisfaction.



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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:

Chai Respes, Human Resources Manager
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 must be emailed to Chai Respes at crespes@njsig.org and must be received no later than September 9, 2016.

Responses to the RFP must be received by September 16, 2016.

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 Benefits Consultant 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 NJSIG 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.

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 NJSIG and supplied to the HR Manager. As part of the decision making process, an onsite interview with team members who will be servicing this account may be required. The HR Manager will make a recommendation to the Executive Director, which will award NJSIG’s contract. The estimated decision making time frame is as follows:

- | | |
|-------------------------------------|---|
| • Proposal receipt by NJSIG: | No Later than 12:00am; September 16, 2016 |
| • HR Manager Review/Recommendation: | October 7, 2016 |
| • Executive Director Action | October 21, 2016 |
| • Implementation of NJSIG | November 1, 2016 |



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ENCLOSED FILES

The NJSIG Benefits Consultant Questionnaire (see Exhibit A). This document must be completed and returned with your response; please answer all questions.

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

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, NJSIG requires that fee proposals be stated on the following basis:

- The proposal must specify the projected total hours and hourly rate of the staff involved and an all-inclusive maximum fee, including out of pocket costs to perform the requested work.

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 and Public Entities 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.
- 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, other resources, etc.).



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- 7) Describe how the vendor's use of products, programs or systems can enhance the productivity of the NJSIG's Executive Director and NJSIG staff, including their interaction with their member entities. Document any hardware devices, software or portals that may be available to NJSIG.
- 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.
- 12) Answers to the attached Questionnaire (Exhibit A).

INTERVIEW

It is understood that NJSIG will be providing Benefits Consulting Service with confidential information in order to accomplish our mutual goal of assistance in the management of its employee benefits program. Confidentiality is essential for all involved parties. It is the Benefits Consulting Service's responsibility to inform its employees that all documents, interviews, ledgers and the like obtained through this process are confidential. Any attempt by another party to obtain these documents must be immediately communicated to NJSIG and NJSIG will determine whether the documents are subject to release. No document may be released without consent of NJSIG.

NJSIG 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. NJSIG reserves the right to request clarifying information subsequent to submission of the proposal.

SELECTION CRITERIA AND CONTRACT

NJSIG will select the vendor deemed most advantageous to NJSIG, price and other factors considered. The contract between NJSIG 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, NJSIG will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- (a) Completion and return of Exhibit (s).



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- (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 NJSIG's existing reporting capabilities, at minimum.
- (g) As the members of 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.



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EXHIBIT A

Employee Benefits Broker RFP Responses

BROKER/CONSULTANT RFP

GENERAL INFORMATION

<u>Please respond briefly in the space provided</u>	
1. Provide the history of your firm, particularly your employee benefits division.	
2. How many employees are there in your company? Generally, what are their job categories (e.g., management, sales, technical, customer service, etc.)?	
3. Who would be working directly with our company on administrative issues, questions, or problem solving? Please provide the roles and qualifications of each person. Also, include the number of clients each person is expected to handle and categorize these clients by large (500 or more), medium (100-500), or small (less than 100) group.	
4. Provide a count of your existing clients categorized by large (500 or more), medium (100-500), or small (under 100) group.	
5. How many of your clients do you currently work with on a broker basis? How many of your clients do you currently work with on a consultant basis?	
6. Provide disclosure of the largest shareholders (in excess of 15%) in the company.	
7. Provide copies of your state agency license and certificate of professional liability or errors and omissions insurance carried by your company showing the insurance carrier and amount of coverage.	

Employee Benefits Broker RFP Responses

ACCOUNT SERVICES

Please respond briefly in the space provided	
1. Describe your account services department.	
2. What is your process for ensuring customer satisfaction?	
3. What is the turnover rate of the employees that perform the bulk of the problem-solving administration within your organization? Categorize employee turnover according to the group sizes listed in questions 3 and 4 in the General Information section above.	
4. What kind of training (industry, internal, computer, other) does your firm expect or require your staff receive?	
5. Do you provide employee communication services for your clients' employees? If so, please provide a general description of your capabilities. Please provide a sample employee communication materials that you have distributed to other clients.	
6. How can you assist in facilitating employee meetings?	
7. How do you help facilitate annual open enrollments? Include technology-based approaches and identify additional costs.	

Employee Benefits Broker RFP Responses

DATA ANALYSIS

<u>Please respond briefly in the space provided</u>	
1. What resources do you use to analyze medical and pharmacy claims?	
2. Do clients have access to the data for ad hoc claim queries? If so, please describe.	
3. Will your organization complete a provider analysis of physicians, clinics, and hospitals that treat our plan participants?	
4. Will your organization provide a wellness and preventive health analysis of our employees and claims experience?	
5. For any of the above questions that you answered yes, please provide us a sample report that you have prepared for another client.	
6. What is the average cost of customization or ad hoc reports?	

Employee Benefits Broker RFP Responses

STRATEGIC PLANNING/VENDOR SELECTION

Please respond briefly in the space provided	
1. What resources do you have available to help us manage our benefits and outline a benefits strategy consistent with current and future business plans?	
2. How will you assist us with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewals?	
3. How is the risk transfer %ebidding+process handled?	
4. How are plan designs changes proposed and handled?	
5. Furnish a list of insurance companies, third-party administrators, and other providers for which the consultant is an authorized agent or broker.	
6. How will you save our company money?	
7. How will you demonstrate the savings?	
8. How do you review PPO discounts and what is your criteria for recommending changes in network affiliations?	
9. How would your firm help us decide whether we should offer a cafeteria plan or modified flexible benefits program?	

Employee Benefits Broker RFP Responses

COST PROJECTIONS / ONGOING REVIEWS

<u>Please respond briefly in the space provided</u>	
1. How can you help us develop cost projections tied to our fiscal goals?	
2. Whom do you use for actuarial services? Please provide credentials.	
3. How will you help with the management of insurance, including monthly (or quarterly) supervision and/or preparation of claims activity reports from carriers; executive summary reports; underwriting analysis for annual renewals; annual financial projections for budgeting purposes; and alternative funding analyses?	

LEGISLATIVE COMPLIANCE

<u>Please respond briefly in the space provided</u>	
1. Do you have an in-house benefits attorney? Do you use an external benefits attorney, and which firm do you use?	
2. How does your firm stay current with state regulations that impact multi-state or multi-location employers?	
3. How will your firm notify us of changes in federal and/or local laws that would affect us?	
4. Explain what steps you have taken to become HIPAA compliant.	
5. What specific services, resources, and support are you provided related to the PPACA legislation?	

Employee Benefits Broker RFP Responses

FEES

Please respond briefly in the space provided	
1. Describe your proposed form of compensation (e.g., commission, annual retainer, fee-for-service). If you are proposing a fee, please include your fee schedule and/or hourly rates. Please disclose your client policy on carrier bonus payments.	
2. If you charge fees for consulting and employee communication, please indicate the basis of your charges (hourly, by project, etc.) and what typical charges might be?	

REFERENCES/OTHER

Please respond briefly in the space provided	
1. How many clients of similar size to our company have you lost in the last three (3) years? Explain why? Please provide at least one as a reference including: name, address, phone number, and length of time associated with your organization.	
2. Please provide a list of references that include: name, address, phone number, and length of time associated with your organization. Indicate whether your firm's role was as a broker, consultant, or both .	
3. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.	



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EXHIBIT B



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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 Personnel Committee. The NJSIG Personnel 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.



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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 Personnel 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:



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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.



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EXHIBIT C



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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__

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



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New Jersey Schools Insurance Group

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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 _____.



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DATA FORM

(Print or Type)

Name and Address of Administrator or Servicing Organization

In connection with the above-named company, I hereby make representations and supply information about myself as hereinafter set forth. (attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NONE" or "NO EXCEPTION", SO STATE.

1. Affiant's Full Name: _____
2. Other Names Used at any Time: _____
3. Date of Birth: _____ Place of Birth: _____
4. Tax Identification Number: _____
5. For the last 10 years, I have lived at the following address or addresses:

ADDRESS	CITY	DATES
---------	------	-------

6. Schooling:

College: _____
 Graduate: _____
 or Professional: _____
 Degree (List): _____

(ATTACH LIST OF ALL EDUCATIONAL INSTITUTIONS AND LOCATION-CITY AND STATE)

7. Member of Professional Societies or Associations (List):

8. I presently hold or have held, in the past, the following professional, occupational, and vocational licenses issued by public or governmental licensing agencies or authorities (state date license issue, issuer of license, date terminated, reason for termination):



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9. Present Chief Occupation: _____

Position or Title: _____

Employer's Name _____

Address: _____

How long in this position? _____

How long with this employer? _____ Where? _____

10. Other jobs, positions, directorates or officerships concurrently held at present.

11. Complete Employment record for Past 20 Years:

DATES	EMPLOYER AND ADDRESS	TITLE
_____	_____	_____
_____	_____	_____
_____	_____	_____

(attach further history if necessary)

12. I control directly or indirectly or own legally or beneficially 10% or more of the outstanding capital stock (in voting power) of the following companies:

12a. If any of the above stock is pledged or hypothecated in any way, please detail fully:

13. I have never been adjudicated as bankrupt, except as follows:

14. I have never been convicted or had a sentence imposed or suspended, or had pronouncement of a sentence suspended, or been pardoned for conviction of, or pleaded guilty of an nolo contendere to an information an indictment charging a felony for embezzlement, theft or larceny, mail fraud, or violating any corporate securities statute or any insurance law, nor have I been the subject of a cease and desist order or consent order of any federal or state regulatory agency, except as follows:



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15. During the last 10 years, I have neither been refused a professional, occupational vocational license by any public or governmental licensing agency or regulatory authority, nor has such a license held by me ever been suspended or revoked, except as follows:

16. I have never been an officer, director, key employee or controlling stockholder of a company which, while I occupied any such position or capacity with respect to it, became insolvent or was enjoined from or ordered to cease and desist from violating any law, except as follows:

17. Neither I nor any company of which I was an officer, director or key management person at the time has ever been subject to any civil action alleging fraud, negligence or violation of any applicable racketeering statutes (state or federal), except as follows:

18. I am not and none of the employees, officers or directors of: (name of company) is an employee, officer or director of any other administrator, program manager, servicing organization or insurance producer of the Fund, nor do I or any of the employees, officers or directors of (name of company) have a direct or indirect financial interest in any other administrator, program manager, servicing organization or insurance producer of the Fund, except as follows:

18a. Any direct or indirect financial interest or any position held as employee, officer or director in any other administrator, program manager, servicing organization, or insurance producer of the Fund, as described above, has been disclosed to the fund commissioners or executive committee, as applicable. (Yes/No)



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Dated and signed this ____ day of _____ at _____.

I hereby certify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief and further, by the affixation of my signature herein, I hereby give my certified consent to the New Jersey Department of Insurance to verify the representations and information supplied in response to all questions on the biographical data form, with any Federal, State, municipal or other agency which may have knowledge an/or information thereon.

(Signature of Affiant)

State of _____

County of _____

_____ personally appeared before me, personally known to me, who, being duly sworn, deposes and says that affiant executed the above instrument and that the statements and answers contained therein are true and correct to the best of affiant's knowledge and belief.

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My Commission Expires _____

(SEAL)



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EXHIBIT D



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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:



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EXHIBIT E



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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.



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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