



New Jersey Schools Insurance Group
6000 Midlantic Drive, Suite 300 North
Mount Laurel, New Jersey 08054
www.njsig.org

Request for proposals: I-2020-0001

Questions regarding the RFP and Answers

May 1, 2020

Question 1: I wanted to see if somebody at your organization had time for a few questions that I have prior to putting together a document for you.

Answer: NJSIG will only accept questions and inquiries from potential proposers electronically via its website. Although interviews may take place subsequent to the submission of all proposals, each proposal must be comprehensive and complete on its face.

Question 2: Are staffing firms located in Texas allowed to bid on this RFP?

Answer: Yes, there is nothing prohibiting firms outside of New Jersey from bidding on this RFP, however all firms must submit a copy of the proposer's business registration certificate (or interim registration) from the New Jersey Division of Revenue with the proposal. Failure to do so may be cause for rejection of the proposal. The requirement is a precondition to entering into a NJSIG contract.

Question 3: Are the insurance requirements listed in the solicitation required with the proposal submission or can they be provided at time of award/successful offer?

Answer: If a proposer cannot present evidence of current insurance in the form of a Certificate of Insurance at the time the proposal is submitted, the proposer should provide a letter from its insurance broker that the specific Professional Liability Insurance required by the RFP can be obtained.

Question 4: On page 11 of 65 in the RFP document, under mandatory contents of proposals - this is what is written:

The proposal should be submitted in one volume and that volume divided into six (6) sections with tabs (separators), and the content of the material located behind each tab, as follows:

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Section 2 – Error! Reference source not found. (Section Error! Reference source not found.)

Section 3 – Error! Reference source not found. (Section Error! Reference source not found.)

Section 4 – Error! Reference source not found. (Section Error! Reference source not found.)

Section 5 – Error! Reference source not found. (Section Error! Reference source not found.)

Section 6 – Error! Reference source not found. (Section Error! Reference source not found.)

Can you please let me know the details for each of the 6 sections?

Answer: Section 2.4 of the RFP should read as follows:

2.4 Mandatory contents of proposal

The proposal should be submitted in one volume and that volume divided into six (6) sections with tabs (separators), and the content of the material located behind each tab, as follows:

Section 1 – Fee proposal (Section 2.4.1)

Section 2 – Executive summary (Section 2.5.1)

Section 3 – General Information (Section 2.5.2)

Section 4 – Organization profile and experience (Section 2.5.3)

Section 5 – Qualifications and Experience (Section 2.5.4)

Section 6 – Forms (Section 2.5.5)

Question 5: Is NJ mandatory paid sick leave billable to NJ SIG?

Answer: Under the New Jersey Earned Sick Leave Law, the temporary help service firm is the employer and is solely responsible for compliance with all of the provisions of the law relative to the temporary employee. More information from the New Jersey Department of Labor and Workforce Development is available here: https://nj.gov/labor/wagehour/content/NJ_Earned_Sick_Leave.html.

Question 6: Given the current pandemic, will we still be required to have a hard copy delivered to your office or will the submittal be electronic only?

Answer: Yes. Per the Division of Local Government Services, Local Finance Notice 2020-10, available here: <https://www.nj.gov/dca/divisions/dlgs/lfns/20/2020-10.pdf>, proposers are encouraged to submit the physical copy of proposals via “certified mail or overnight delivery, which not only avoids the need for hand delivery but also confirms the delivery date.”

Question 7: In regard to section 2.4.1: 2.4.1 Fee proposal

A firm fee proposal based on a term of no more than two years (twenty-four months), with an option for two one year (twelve months) extensions. Temporary Staffing: Contractor’s fee for a temporary staffing

placements shall be set forth in the Position Search Request in the form of Schedule A[.]

Do we literally cut and paste the rate charts on pages 12 and 13 onto Schedule A or just submit pages 12 and 13 as the rate proposal?

Answer: For purposes of accurate proposal comparison, and ease of administration, NJSIG requires that all fee proposals be stated using the rate charts provided in the RFP at pages 12 and 13, for: Temporary Staffing Percentage Factor Markup (Standard); Temporary Staffing Percentage Factor Markup (Candidate Referred by NJSIG); and Temporary Staffing Direct Hire Percentage Fee based on hours worked.

Question 8: We would like to ask what the current rates are for the incumbent vendor performing these services.

Answer: Attached hereto are the executed contracts showing rate information for the three incumbent vendors for A-2018-0001.

Question 9: Pg. 5, Section 1.5 - Are respondents required to be able to provide positions in all categories (claims, accounting, information technology, and underwriting) in order to be deemed responsive?

Answer: Respondents must be able to provide positions in at least one of the categories (claims, accounting, information technology, and underwriting) in order to be deemed responsive; however, an inability to provide positions in all categories may adversely affect the proposal's evaluation.

Question 10: Pg. 5, Section 1.5 - Will the NJSIG provide detailed job descriptions for the potential positions for this contract?

Answer: Yes.

Question 11: Pg. 12, Section 2.4.1 - With respect to Affordable Care Act (ACA) costs, would the NJSIG prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent's proposed rates?

Answer: All Affordable Care Act (ACA) costs should be incorporated into the proposer's proposed rates.

Question 12: Exhibit 7.8, Pg. 3, Section 4 - What specific background checks and/or drug screens are required of the temporary staff? Is Finger Printing and Drug Testing required?

Answer: Finger printing and drug testing of temporary staffing candidates is not required; however, a criminal background check is preferred. All proposers must also be able to verify the qualifications, credentials, and prior work history of each temporary staffing candidate.

Question 13: Exhibit 7.8, Pg. 3, Section 4 - To ensure FCRA compliance, it is our company's policy to provide clients with an attestation of completion of background check pursuant to client's requirements, but not the actual results. Will the NJSIG accept letters of attestation in lieu of actual background check results?

Answer: Yes.

Question 14: Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to the NJSIG?

Answer: A proposal taking exception to an item or items in the RFP may render the proposal non-responsive, depending on the nature of the exception(s). Proposals may be rejected if they are determined to be non-responsive.

Question 15: If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

Answer: Proposers may include language to this effect in their proposals for consideration by NJSIG as part of the evaluation process.

Question 16: Can you please provide the current markup percentages for all incumbents?

Answer: Attached hereto are the executed contracts showing rate information for the three incumbent vendors for A-2018-0001.

Question 17: What was the [NJSIG's] spend on Staffing Services in 2019 under the previous contract?

Answer: See below, answer to question eighteen.

Question 18: What was the breakdown of the NJSIG's spend of Temporary Staffing and Direct Hire Services in 2019 under the previous contract?

Answer: NJSIG paid a total of \$50,887 for temporary staffing services in the 2018/2019 fiscal year and a total of \$28,464 for the 2019/2020 fiscal year to date.

Question 19: What is the anticipated annual and total spend for this contract?

Answer: NJSIG's current estimated budgeted amount for temporary staffing services for 2020/2021 is \$46,000. NJSIG does not separately budget for direct hire services.

Question 20: Can NJSIG provide the anticipated overall spend for this opportunity?

Answer: See above, answer to question nineteen.

Question 21: Can NJSIG provide a breakdown of spend by discipline and location?

Answer: Historically, temporary staffing services have been focused on the IT and Underwriting Departments, with a focus on clerical staff. All temporary staffing and direct hire services are for NJSIG's Mount Laurel location.

Question 22: How many vendors does NJSIG envision choosing?

Answer: Three vendors.

Question 23: Will NJSIG provide detailed job descriptions for each in-scope role?

Answer: See above, answer to question ten.

Question 24: Is NJSIG willing to provide a list of current pay rates or rate ranges for in-scope roles?

Answer: NJSIG's most recent temporary workers have been paid approximately \$18 per hour.

Question 25: Please provide an estimated total hours worked by contingent workers for the previous year, along with an estimate for the current year.

Answer: It is unclear how many hours of temporary staffing services NJSIG will require in 2020. However, for NJSIG's current estimated budgeted amount for temporary staffing services for 2020/2021 see above, answer to question nineteen.

Question 26: What are your average time-to-fill rates? Are there any positions which tend to be challenging to fill?

Answer: Open positions have historically been filled relatively quickly, although there have been some challenges finding successful candidates for more specialized open positions in the IT, Underwriting and Accounting Departments.

Question 27: What is the average length of assignment?

Answer: The length of assignment varies by department and need, but typically is several months.

Question 28: Will redlines/exceptions lists to the agreement be accepted at this time?

Answer: See above, answer to question fourteen.

Question 29: Could NJSIG clarify what types of background/drug screens are required?

Answer: See above, answer to question twelve.

Question 30: Is there a NJSIG-specific vendor used for background/drug testing, or can the vendor utilize its own identified processes? If there is a specific vendor, what is the cost per test?

Answer: No; see above, answer to question twelve.

Question 31: Does NJSIG expect vendor to provide timecard management or time clocks or does NJSIG intend to leverage an existing internal time management process?

Answer: The successful proposer(s) will be responsible for handling all payroll functions related to temporary staffing including weekly timecard management.

Question 32: What is NJSIG's expected invoicing schedule (weekly, bi-weekly, monthly)?

Answer: It is anticipated that the successful proposer(s) will invoice NJSIG weekly for temporary staffing. The fee will be payable thirty (30) days after the presentation of an invoice.

Question 33: Should funding for background checks be included in our mark-up or billed back separately?

Answer: All costs for background checks should be incorporated into the proposer's proposed rates.

Question 34: Does NJSIG have mandatory PTO for contingent labor? If so, what is the expectation and does NJSIG want this billed separately or factored into the markup/bill rate?

Answer: No; however, all proposers must comply with all applicable federal and state law governing paid time off in the State of New Jersey.

Question 35: Will NJSIG be providing all equipment and work spaces needed for office-based positions?

Answer: Yes.

Question 36: Can NJSIG confirm that per 2.1, one copy of our response must be submitted by mail?

Answer: Proposers shall submit only one (1) paper copy of their proposal.

Question 37: Should funding for background checks be included in our mark-up or billed back separately?

Answer: See above, response to question thirty-four.

Question 38: Are we required to include any documentation if we are not utilizing subcontractors in our recruitment process?

Answer: If the proposer intends to utilize a subcontractor, the Subcontractor Utilization form must be completed and submitted with the proposal. A Subcontractor Utilization form is attached to the RFP.

Question 39: Is there any incumbent for this contract or is this for a new contract? If yes, can you please let us know the name of incumbent, their hourly rate and historical spend?

Answer: Attached hereto are the executed incumbent contracts for A-2018-0001. All proposers must comply with all applicable federal and state law governing paid time off in the State of New Jersey for the three incumbent vendors. For hourly rate, see above, answer to question twenty-four. For historical spend, see above, answer to question eighteen.

Question 40: Is budget allocated for this contract? If yes, can you please let us know the same?

Answer: See above, answer to question twenty.

Question 41: Section 2.4 Mandatory contents of proposal; of the RFP document doesn't provide any information on the content of proposal. Instead, it displays Error! Reference source not found. (Section Error! Reference source not found.). Can you please let us know what should be included in the proposal?

Answer: See above, answer to question four.

Question 42: Can we submit our business registration certificate from the Division of Revenue after the notification of award?

Answer: Failure to submit a copy of the proposer's business registration certificate (or interim registration) from the Division of Revenue with the proposal

may be cause for rejection of the proposal. The requirement is a precondition to entering into a NJSIG contract.

Question 43: Will any Addendums, Questions to the answers or any RFP Communication be communicated on RFP Mart in addition to the NJSIG website?

Answer: NJSIG does not use RFP Mart. NJSIG will accept questions and inquiries from all potential proposers electronically via its website. Answers to questions submitted regarding the RFP, if any, will be posted on the NJSIG website on the date on the RFP cover sheet.

Question 44: In Section 2.4 it says “Mandatory contents of proposal The proposal should be submitted in one volume and that volume divided into six (6) sections with tabs (separators), and the content of the material located behind each tab, as follows”

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Section 5 – Error! Reference source not found. (Section Error! Reference source not found.)

Can you please let us know the name of each section in yellow as marked above where it says “Error | Reference source not found”

Answer: See above, answer to question four.

Question 45: In Section 2.5.2 it mentions that we must provide copies of audited financial statements or other evidence of financial stability of your organization for the past three (3) years. If we do not have audited statements, can we provide accountants prepared financial statements and/or Dun & Bradstreet Financial Ratings and Credit report?

Answer: If audited financial statements are unavailable, the proposers must provide some other evidence of the financial stability of their organization for the past three (3) years.

Question 46: In Section 1.5 of the RFP it says “If the Primary Contractor fails to provide said personnel within the specified time period, NJSIG can then proceed to the Secondary Contractor. Secondary Contractor must provide NJSIG with the requested personnel within one (1) week from either a written, fax or e-mail request. If the Secondary Contractor fails to provide said personnel within the specified time period, NJSIG can then proceed to the Tertiary Contractor.” How many submissions per Position Search Request are expected?

Answer: At a minimum, NJSIG expects at least one qualified candidate per position search request from each Contractor; however, the specific number of qualified candidate submissions is left to the discretion of the proposers and will likely depend on the specific position.

Question 47: Are there any other Service Level Agreements established such as how many submissions per Position Search Request? How many qualified candidates are preferred for each Position Search Request?

Answer: At a minimum, NJSIG expects at least one qualified candidate per position search request; however, the specific number of qualified candidate submissions is left to the discretion of the proposers and will likely depend on the specific position.

Question 48: What is the general interview process at NJSIG? What types of interviews are conducted and generally how many rounds for each type of hire?

Answer: Typically, NJSIG conducts an initial phone interview and will then conduct one or two in-person interviews, depending on the position to be filled.

Question 49: Do you only consider candidates from the NJ area or are you open to NY & Pennsylvania?

Answer: The New Jersey First Act, N.J.S.A. 52:14-7, requires all employees of NJSIG to reside in the State of New Jersey unless otherwise exempted under the law. However, those individuals who are employees of

temporary agencies under contract with NJSIG are not subject to the New Jersey First Act.

Question 50: Can you provide some pointers on what worked well with the current service provider and highlight some areas of improvement that could have added a higher service level for NJSIG?

Answer: No.

Question 51: How many employees were on boarded via staffing agencies in 2019 and 2018? What was the approximate spend?

Answer: Approximately five temporary workers for 2018 and 2019. See above, answer to question eighteen.

Question 52: In terms of pre-employment checks can we assume that we have to do the following only:

- a. Conduct a criminal back background check
- b. Social Security Traces

Answer: See above, answer to question twelve.

Question 53: For reference checks will be using a 3rd party? [Past employment references from two employers during the last seven years]

Answer: See above, answers to questions twelve and thirty-one.

Question 54: Will submission of candidates be a manual process or via email?

Answer: Email is acceptable.

Question 55: Does NJSIG pay for any sick leaves or holidays or provide any medical benefits to temporary employees?

Answer: All proposers must comply with all applicable federal and state law governing paid time off in the State of New Jersey. NJSIG does not provide temporary workers with paid vacation or holidays or medical benefits. Furthermore, temporary help service firms are solely responsible for compliance with all of the provisions of the New Jersey Earned Sick Leave Law relative to temporary workers. More information from the

New Jersey Department of Labor and Workforce Development is available [here:](https://nj.gov/labor/wagehour/content/NJ_Earned_Sick_Leave.html)
https://nj.gov/labor/wagehour/content/NJ_Earned_Sick_Leave.html.

Question 56: Is the timesheet process a weekly process at NJSIG? Is this a manual process?

Answer: The successful proposer(s) will be responsible for handling all payroll functions related to temporary staffing, including weekly timecard management.

Question 57: In addition to technical and [behavioral] screening is it expected that we perform 3rd party aptitude or skills testing?

Answer: No.

Question 58: [W]e need to provide a general Certificate of Insurance in the RFP response?

Answer: If a proposer cannot present evidence of current insurance in the form of a Certificate of Insurance at the time the proposal is submitted, the proposer should provide a letter from its insurance broker that the specific Professional Liability Insurance required by the RFP can be obtained.

Question 59: In the professional contract it says "Contractor agrees that it will not submit a candidate without informing the potential candidate of the opportunity with NJSIG and receiving consent from the potential candidate to have his/her resume sent to NJSI." Can this be an oral conversation with the candidate or do we need an email/written documentation and acknowledgement?

Answer: Either is acceptable.

Question 60: I would really appreciate it if you could help me with the incumbent proposals of this RFP and also, if you could please check page 11 - Section 2.4 -Mandatory contents of proposal (attached). It's content is missing with errors all across the section. We would like to receive an updated RFP with all the content in place.

Answer: Attached hereto are the executed contracts showing rate information for the three incumbent vendors for A-2018-0001. As to RFP Section 2.4 - Mandatory contents of proposal, see above, answer to question four.

Contract

This Agreement is for the provision of temporary staffing and/or recruiting services by and between:

**Howroyd-Wright Employment Agency, Inc.,
dba AppleOne Employment Services ("Contractor")
327 West Broadway
Glendale, California 91204**

herein after designated as "Contractor,"

**New Jersey Schools Insurance Group ("NJSIG")
6000 Midlantic Drive, Suite 300
Mt. Laurel, NJ 08054**

herein after designated as "NJSIG," each a "Party" and collectively the "Parties."

The Parties agree on the following terms and conditions:

1) Background.

- a. Contractor sources, screens and recommends executives, professionals and office support /clerical Candidates (as defined herein) to perform work for NJSIG as either (1) Temporary Worker employed by Contractor on an hourly fee basis to NJSIG (hereinafter, Temporary Staffing Services), or (2) a Recruited Employee employed by NJSIG, recruited by Contractor on a contingent fee basis (hereinafter, Recruitment Services).
 - i. Temporary Workers performing work for NJSIG on an hourly fee basis under the Agreement who are thereafter hired by NJSIG for direct employment are referred to herein as "Direct Hires" and such hires are subject to the fee schedule set forth herein.
- b. Contractor carefully and thoroughly screens any Candidate for either a Temporary Worker or Recruited Employee position prior to submission to NJSIG. NJSIG is not required to interview or select any Candidate; and NJSIG may select any Candidate, but has no obligation to pay Contractor except as specified in this Agreement.

2) **Term.** This contract shall commence on the Effective Date and continue for twenty-four (24) months. Either party may terminate this contract at any time with or without cause by providing the other written notice of termination. In the event of such notice, the terms and conditions of this Agreement shall remain in effect and apply to any candidates that have previously been referred by Contractor to NJSIG.

3) **Position Search Requests and Initial Submission of Candidates.**

- a. Each job search covered under this Agreement will be initiated by NJSIG issuing specifically to Contractor a Position Search Request, in the form of Schedule A, outlining the specific position title, qualifications, and other relevant details, including whether the position is intended as a Temporary Worker or a Recruited Employee. Each Position Search Request shall be identified in sequence (e.g. Schedule A-1, A-2,...A-10). Position Search Requests shall be sent by mail, email, facsimile or hand delivery.
- b. In order to qualify as a Candidate under this Agreement, Contractor must have properly submitted the Candidate for consideration to NJSIG. Proper submission requires, that in response to a specific Position Search Request, Contractor provide a copy of a curriculum vitae or resume of a qualified Temporary Staff or Recruited Employee Candidate to NJSIG for review.
- c. NJSIG may withdraw a Position Search Request for any reason by notifying the Contractor(s) to which it has been issued. Such withdrawal shall be communicated in writing and sent by mail, email, facsimile or hand delivery. Any submission by the Contractor after Contractor has received the withdrawal shall not be deemed proper under this Agreement. Any withdrawal sent via email or facsimile delivery shall be deemed received at the time it was sent.
- d. By way of the Position Search Request, NJSIG may identify and refer to Contractor one or more specific individuals for hire by Contractor to be assigned to NJSIG as a Temporary Worker.
- e. Subject to the exceptions set forth below at Section 9 and elsewhere in this Agreement, Contractor is eligible to be paid a fee ("Fee") for any Candidate presented under a specific Position Search Request who is

subsequently engaged as a Temporary Worker or hired as by NJSIG as an employee (Recruited Employee, Direct Hire, or otherwise) for any position within one year of submission in accordance with the Fee terms below.

- f. Contractor agrees that it will not submit a candidate without informing the potential candidate of the opportunity with NJSIG and receiving consent from the potential candidate to have his/her resume sent to NJSIG.

4) Candidate Submission and Selection.

- a. NJSIG shall review the submission for each Candidate and select from among such submissions any Candidate(s) any it deems warranting further consideration. NJSIG shall notify Contractor of the names of any such Candidates. With respect to such Candidates shall assist NJSIG schedule an in-person or telephone interview, as determined by NJSIG.
- b. Upon completion of at least one interview, NJSIG may request, and Contractor shall, upon request:
 - i. Conduct a criminal back background check on demand, billed back to NJSIG at actual cost charged to Contractor, including any vendor discounts and/or rebates;
 - ii. Conduct a Social Security Trace on demand, billed back to NJSIG at actual cost charged to Contractor, including any vendor discounts and/or rebates;
 - iii. Verify the Candidate's past employment references from two employers during the last seven years.
- c. Upon Selection and acceptable of a Candidate for an assignment as and Temporary Worker, Contractor shall ensure that the Candidate is informed of the assignment and start date, and for undertaking any obligations required of Contractor as the employer of the Temporary Worker, including all tax reporting and withholding, insurance, benefits, etc. Temporary Workers assigned to NJSIG are at all times the

employees of Contractor and, to the fullest extent allowed by applicable law, not the employees of NJSIG.

5) Non-Exclusive Contractor Priority for Position Search Requests.

a. NJSIG's Board of Trustees has designated a Primary, Secondary and Tertiary, Quaternary, Quinary and Senary contractor for the provision of Temporary Staffing services (C-2017-0008 / A-2018-0001); and in Recruiting Services (C-2017-0009 / A-2018-0002). These designations are set forth in the May 17, 2017 and March 21, 2018 resolutions of the NJSIG Board of Trustees, and reiterated herein for the convenience of the parties:

i. Temporary Staffing Services (C-2017-0008 / A-2018-0001):

1. Primary vendor: Noor Associates, Inc.;
2. Secondary vendor: DAWG, Inc, d/b/a TheBestIRS; and,
3. Tertiary vendor: CareersUSA, Inc.
4. Quaternary vendor: Diskriter, Inc.;
5. Quinary vendor: AppleOne; and,
6. Senary vendor: Industrial Staffing Services, Inc..

ii. Recruiting Services (C-2017-0009 / A-2018-0002):

1. Primary vendor: Horizon Staffing Resources Corp.;
2. Secondary vendor (tie): CareersUSA, Inc.; and,
3. Secondary vendor (tie): Noor Associates, Inc.
4. Tertiary vendor: none
5. Quaternary vendor: Diskriter, Inc.;
6. Quinary vendor: Industrial Staffing Services, Inc.;

7. Senary vendor (tie): Quad656, LLC; and,

8. Senary vendor (tie): AppleOne.

b. The sequence of use for Primary, Secondary and Tertiary, Quaternary, Quinary and Senary Vendors shall be as follows:

- i. NJSIG issues a Position Search Request which identifies a position, and whether it is seeking a Temporary Worker or a Recruited Employee.
- ii. NJSIG shall submit the Position Search Request to the appropriate Contractor list as set forth above, in sequence, first to the Primary Contractor, then to the Secondary Contractor(s), and then to the Tertiary Contractor (if any).
- iii. The Primary Contractor has one calendar week of exclusivity to make Candidate submissions.
- iv. If the position remains open after one calendar week, NJSIG may elect to forward the Position Search Request to the Secondary Contractor(s). Thereafter, both Primary and Secondary Contractor(s) may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.
- v. If, after at least one calendar week has elapsed from the date NJSIG forwarded the Position Search Request to the Secondary Contractors, NJSIG may elect to forward the Position Search Request to the Tertiary Contractor, if any. Thereafter, the Primary, Secondary and Tertiary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.
- vi. If, after at least one calendar week has elapsed from the date NJSIG forwarded the Position Search Request to the Tertiary Contractor(s), NJSIG may elect to forward the position search request to the Quaternary Contractor, if any. Thereafter, the Primary, Secondary, Tertiary and Quaternary Contractors may

make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.

vii. If, after at least one calendar week has elapsed from the date NJSIG forwarded the Position Search Request to the Quaternary Contractor(s), NJSIG may elect to forward the position search request to the Quinary Contractor, if any. Thereafter, the Primary, Secondary, Tertiary, Quaternary and Quinary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.

viii. If, after at least one calendar week has elapsed from the date NJSIG forwarded the position search request to the Quinary Contractor(s), NJSIG may elect to forward the Position Search Request to the Senary Contractor, if any. Thereafter, the Primary, Secondary, Tertiary, Quaternary, Quinary and Senary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.

6) **Candidate Acceptance.** The decision to interview and/or accept a Candidate resides solely with NJSIG. Following NJSIG's acceptance of a Candidate submitted in response to a Temporary Staffing search request, Contractor will provide a confirmation letter outlining the Candidate's name, flat hourly fee billing rate, flat hourly fee overtime billing rate, job assignment start date, and the position to be filled. NJSIG and Contractor reserve the right to remove any assigned Temporary Worker at any time for any lawful reason. NJSIG and Contractor acknowledge and agree that a request by NJSIG to a Contractor to remove any assigned Temporary Worker shall be complied with promptly, but that NJSIG's request has no bearing on the Temporary Worker's employment by Contractor, which is strictly a matter between the Temporary Worker and Contractor.

7) **Contingent Basis.** The Agreement between NJSIG and Contractor is on a contingent fee basis in that no charges are incurred unless NJSIG selects a Candidate properly submitted for consideration by Contractor to NJSIG. Contractor's entitlement to Fee shall be wholly contingent upon NJSIG selecting the Candidate as a Temporary Workers (or, thereafter as a Direct Hire) or as a Direct Recruit.

8) Fee.

a. Temporary Staffing and Direct Hire of Temporary Workers.

- i. **Temporary Staffing.** Contractor's fee for a temporary staffing placements shall be set forth in the Position Search Request in the form of Schedule A, and shall be a flat hourly fee for all hours which is inclusive of the Temporary Worker's hourly wages, all fees, and all taxes, including, but not limited to state unemployment (SUTA), federal unemployment (FUTA), Social Security and Medicare taxes (FICA), workers' compensation fees, in addition to any and all other surcharges or costs to the Contractor. This flat hourly fee shall be calculated as the sum of the (a) hourly wage rate paid to the Temporary Worker and (b) the product of a Percentage Factor Markup as set forth below multiplied by the Temporary Worker's hourly wage rate. For example, if the hourly wage rate of the Temporary Worker is \$10.00 per hour, and the Percentage Factor Markup is 50%, then the flat hourly fee is equal to \$15.00 per hour. The hourly wage rates of a Temporary Worker shall meet the minimum required under applicable state and federal law.

The flat hourly fee is the amount that Contractor will charge NJSIG for each hour actually worked by the Temporary Worker for NJSIG. The Percentage Factor Markup used to determine the billing rates shall be forty-five percent (45%) for all positions, except where NJSIG has initially referred the Temporary Worker to Contractor for assignment to NJSIG, the Percentage Factor Markup used to determine the billing rate shall be thirty percent (30%). NJSIG is only obligated to pay Contractor for hours actually worked by the candidate, which does not include time away from work such as lunch periods, lateness, excessive breaks, absences or leaves (including any holidays), whether or not authorized.

- ii. **Direct Hire.** In the event that NJSIG chooses to hire a Temporary Worker as a NJSIG employee, Contractor's Fee shall be as follows (calculated based on a thirty-five hour work week):

1. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 1 and 227.5 hours worked, **eighteen percent (18%)** of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental wages), calculated based on the annualized hourly wage rate of the Direct Hire.
2. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 227.6 and 455 hours worked, **fifteen percent (15%)** of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental wages), calculated based on the annualized hourly wage rate of the Direct Hire.
3. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 456 and 682.5 hours worked, **ten percent (10%)** of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental wages), calculated based on the annualized hourly wage rate of the Direct Hire.
4. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 682.6 and 910 hours worked, **five percent (5%)** of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental

wages), calculated based on the annualized hourly wage rate of the Direct Hire.

5. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker for at least 910 hours worked, there shall be **no fee**.

The fees set forth herein with respect to a Direct Hire are exclusive. NJSIG shall not be liable to Contractor for any other fees, payments, or penalties (other than payment for all hours worked provided by the individual as a Temporary Worker.)

For a candidate to be eligible for direct hire, Contractor agrees to make the candidate aware of, and to comply with the New Jersey First Act, N.J.S.A. 52:14-7, et seq.

- b. **Recruited Employees.** Contractor's fee for the placement of a Recruited Employee shall be **twenty percent (20%)** of the Recruited Employee's gross annual base salary as of the date of the employment by NJSIG as a Recruited Employee (excluding any benefits, commissions, bonus compensation, overtime stipends or other supplemental wages) calculated based on the annualized base salary or the annualized hourly wage rate, as the case may be, of the Recruited Employee.

For a candidate to be eligible for a recruiting search, Contractor agrees to make the candidate aware of, and to comply with the New Jersey First Act, N.J.S.A. 52:14-7, et seq.

- c. Should NJSIG hire as an employee any Candidate submitted in response to a Position Search Request who never served as a Temporary Worker under this Agreement, to the extent any fee is due Contractor under this Agreement for such hire, the fee shall be based on the Recruited Employee rate set forth above.

9) **No Fee.** NJSIG shall owe Contractor no Fee if:

- a. Candidate contacted NJSIG prior to Contractor's presentment of the Candidate;

- b. NJSIG identified Candidate from another source prior to Contractor presenting candidate;
- c. NJSIG does not employ candidate within one year of Contractor's first submission of candidate to NJSIG.
- d. Candidate is submitted to NJSIG not in response to a specific Position Search Request.
- e. Candidate is submitted to NJSIG prior to the Effective Date of this Agreement (as set forth below).
- f. All Temporary Workers are guaranteed by Contractor for an 8-hour period. Should an applicant quit or be requested to leave/not return by NJSIG during or at the conclusion of his or her first day of work, Contractor will not charge for the time that Temporary Worker had worked that day.
- g. This agreement, or any activity pursuant to this Agreement, is determined by any Court or Agency of the State of New Jersey to have violated or contravened the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq.

10) **Payment.** Contractor will invoice NJSIG weekly for Temporary Staffing and/or Direct Recruitment services. The Fee is payable thirty (30) days after the presentation of an invoice.

11) **Refund for Recruited Employee.** In the event that a Recruited Employee leaves NJSIG under his/her own volition or is terminated for cause by NJSIG within ninety (90) consecutive calendar days after the starting date of employment (exclusive of any leave time requested by the employee and granted by NJSIG), Contractor shall conduct a search for a maximum period of one (1) month in an effort to provide a replacement Candidate for hire by NJSIG. In the event that Contractor fails to locate and recruit a replacement actually hired by NJSIG, Contractor shall refund 100% of any Fee received for such Candidate minus \$1,500. If Contractor fails to refund the Fee to NJSIG within thirty (30) days of NJSIG's request, any money owed to NJSIG shall bear interest at the lesser of 1.5% per month, or the highest rate allowed by law. Pursuant to this Section, "for cause" shall include any conduct or performance by the Recruited Employee deemed unsatisfactory to NJSIG

12) **Non-exclusive.** This Agreement is non-exclusive. Other than as specifically set forth herein, NJSIG may hire Temporary Workers or Direct Hires outside the scope of this Agreement without any compensation to Contractor. NJSIG may hire other contractors to perform the same work as Contractor or may conduct independent searches on its own without involving Contractor. This non-exclusivity applies to all job searches, including positions for which NJSIG has issued a Contractor a Position Search Request. If two contractors provide the same successful candidate, NJSIG will use reasonable efforts to pay the contractor that demonstrates first submission and proper entitlement, but in no event will NJSIG pay more than one contractor for the same candidate.

13) **Non-solicitation.**

- a. During the Term of this Agreement (including any extensions) and for the twelve (12) month period following the termination thereof (hereinafter, the "Non-Solicitation Period"), Contractor shall not, directly or indirectly, in any way for its own account or for the account of any other person, venture, firm, business, corporation or enterprise, or attempt to induce or entice any employee of NJSIG to leave the employ of the NJSIG.
- b. Contractor acknowledges that its breach of any provision of this Agreement would cause irreparable harm to NJSIG, incapable of compensation by the award of money damages. NJSIG shall therefore be entitled to injunctive and/or equitable relief (without the necessity of proving any actual damage or that monetary damages would not afford an adequate remedy).
- c. Contractor agrees that the NJSIG may also terminate this Agreement in the event of a breach of this Section. Nothing contained herein shall be construed as prohibiting NJSIG from pursuing any other remedies available for such a breach or threatened breach.
- d. NJSIG shall be permitted to bring and maintain an action to enforce the provisions of this Section in any Court competent jurisdiction.
- e. The foregoing notwithstanding, use of the terms "induce" and "entice" shall not preclude Contractor from hiring any NJSIG employee who (i) initiates discussions regarding such employment without any direct or

indirect solicitations by Contractor, (ii) responds to any public advertisement placed by Contractor, or (iii) has been terminated by NJSIG prior to commencement of employment discussions between Contractor and such employee.

14) **Insurance.** Contractor shall provide, at its own cost and expense, proof of the following minimum insurance written through A rated Carrier to NJSIG of Workers' compensation and employers' liability insurance, as follows:

- a. Statutory workers' compensation including occupational disease in accordance with the laws of the State of New Jersey covering all Temporary Worker assigned to NJSIG;
- b. Employers' liability insurance with minimum limits of \$1,000,000.00 each accident limit for bodily injury by accident, \$1,000,000.00 policy limit for bodily injury by disease;
- c. Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence / \$2,000,000 aggregate and errors and omissions (E&O) insurance with limits of \$1,000,000 per claim/ \$2,000,000 aggregate, covering work performed by Contractor and by Contractor temporaries during the term of this Agreement.
- d. A crime policy protecting against employee dishonesty, theft, robbery, forgery and other dishonest acts on the part of Contractor and its employees, with limits not less than \$1,000,000.00.

The insurance companies selected by Contractor to provide the above coverages must be licensed, solvent and acceptable to NJSIG. Contractor shall not take any action to cancel or materially change any of the above insurance required under this Agreement without the NJSIG's approval. Maintenance of insurance under this Section shall not relieve Contractor of any liability greater than the insurance coverage.

15) **Compliance Information from Contractor**

- a. Contractor agrees that no payment will be made, and no Fee will be due under this Agreement, unless within ten days of the Effective Date of this Agreement, Contractor forwards the following completed documentation that complies with all applicable laws:

- i. Contractor's W-9;
- ii. Contractor's State of New Jersey Business Registration Certificate;

- 1. During the performance of this contract, the Contractor agrees as follows:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

Pursuant to N.J.S.A. 54:49-4.1, a contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

- iii. Public Law 2005, Chapter 271 Vendor Certification and Disclosure Form;

1. During the performance of this contract, the Contractor agrees as follows:

Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s. 3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

iv. Disclosure of Investment Activities in Iran; and,

v. Affirmative Action Supplement in compliance with N.J.A.C. 17:27-4.1 et seq.

1. During the performance of this contract, the Contractor agrees as follows:

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

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

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

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

16) **Indemnification.** Contractor shall indemnify, defend, and hold harmless NJSIG and its respective Trustees, Officers, Directors and Employees from any claims, losses and liabilities, including the cost of defense and Attorney's fees, arising from any claim or threatened claim brought by a Contractor Employee (which shall include a Temporary Worker) or by any other person or party to the extent caused by the negligent actions or inactions of a Contractor employee. This indemnification provision shall include, but not be limited to, those claims resulting in personal injuries or death or loss or damage to property of NJSIG, Contractor, or any other party. The indemnification provision shall include, but not be limited to, those claims resulting in personal injuries or death or loss or damage to property of NJSIG, Contractor or any other party. Contractor acknowledges that the indemnity granted to NJSIG by this Agreement also includes indemnification for claims brought by employees of Contractor against NJSIG for any: a) claims that NJSIG is the employee's employer, b) claims of unpaid wages, c) claims of unpaid or unreported tax liabilities, or d) claims that would be covered by Workers' Compensation.

17) **Confidentiality.** All financial, statistical, personnel and/or technical data supplied by NJSIG, whether written or oral, to Contractor are confidential.

Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and Contractor's suspension or debarment from NJSIG's contracting. Any attempt by another party to obtain this data must be immediately communicated to NJSIG and NJSIG will determine whether the documents are subject to release. No data may be released without consent of NJSIG.

- 18) **Ownership of Records.** All records and data of any kind relating to NJSIG shall belong to NJSIG, and shall be surrendered to NJSIG 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, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by Contractor for NJSIG during normal business hours. Furthermore, such records, books, and files relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to Contractor by NJSIG 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.
- 19) **Advertising.** Contractor shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of NJSIG.
- 20) **Independent Contractor.** Contractor at all times shall be an independent contractor, and employees of contractor shall in no event be considered employees of NJSIG. 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. All Candidates selected by NJSIG as Temporary Workers shall remain employees of Contractor, and shall in no event be considered employees of NJSIG. Contractor will provide its employees the option to purchase medical benefits while working through Contractor. Temporary Workers shall not be eligible for any NJSIG benefits.
- 21) **Non-assignment.** Neither party may assign their rights or responsibilities under this contract without the expressed written consent of the other.
- 22) **Counter-parts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall

constitute one and the same instrument. Once signed, both parties agree any reproduction of the Agreement made by reliable means (e.g., photocopy or fax) is considered an original.

- 23) **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties and supersedes any and all prior understandings, conversations, and proposals, and may not be amended, except by written agreement executed by the Parties.
- 24) **Limitation of Payments.** Contractor agrees that Contractor shall not be entitled to receive any additional or further sums of money beyond the amounts specifically set forth in this Agreement.
- 25) **No Waiver.** The failure of NJSIG to insist upon strict performance of any terms or conditions in this contract, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms and conditions, the same shall be the remain in full force and effect with power and authority on the part of NJSIG to enforce the same or cause the same to be enforced at any time, without prejudice to the other rights which NJSIG may have against Contractor under this contract.
- 26) **Choice of Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws. The parties agree to submit to the jurisdiction of the courts of the State of New Jersey to resolve any disputes that arising under this.
- 27) **Effective Date:** The first date upon which this Agreement has been signed by both NJSIG and Contractor, however and notwithstanding, this Agreement will not become effective unless and until Contractor has fully complied with the "Compliance Information From Contractor" requirements set forth in Section 15 above.

By Howroyd-Wright Employment Agency, Inc., dba AppleOne Employment Services:

Signature: Michael A. Hoyal

Name: Michael A. Hoyal

Title: Chief Financial Officer

Date: 6/4/18

By NJSIG:

Signature: William M Mayo

Name: WILLIAM M MAYO

Title: EXECUTIVE DIRECTOR

Date: 6/25/2018

Schedule A-_____
Position Search Request

This Schedule A is part of the **Contract** between: **Howroyd-Wright Employment Agency, Inc., dba AppleOne Employment Services** and **New Jersey Schools Insurance Group**. The parties agree that this Schedule incorporates the terms and conditions of the **Contract** dated _____.

Search Type: _____

Position Title: _____

Job Description: _____

Candidate Requirements: _____

Contract

This Agreement is for the provision of temporary staffing and/or recruiting services by and between:

Diskriter, Inc. ("Contractor")
2840 Library Road
Suite 300
Pittsburgh, PA 15234

herein after designated as "Contractor,"

New Jersey Schools Insurance Group ("NJSIG")
6000 Midlantic Drive, Suite 300
Mt. Laurel, NJ 08054

herein after designated as "NJSIG," each a "Party" and collectively the "Parties."

The Parties agree on the following terms and conditions:

1) Background.

- a. Contractor sources, screens and recommends executives, professionals and office support /clerical Candidates (as defined herein) to perform work for NJSIG as either (1) Temporary Worker employed by Contractor on an hourly fee basis to NJSIG (hereinafter, Temporary Staffing Services), or (2) a Recruited Employee employed by NJSIG, recruited by Contractor on a contingent fee basis (hereinafter, Recruitment Services).
 - i. Temporary Workers performing work for NJSIG on an hourly fee basis under the Agreement who are thereafter hired by NJSIG for direct employment are referred to herein as "Direct Hires" and such hires are subject to the fee schedule set forth herein.
- b. Contractor carefully and thoroughly screens any Candidate for either a Temporary Worker or Recruited Employee position prior to submission to NJSIG. NJSIG is not required to interview or select any Candidate; and NJSIG may select any Candidate, but has no obligation to pay Contractor except as specified in this Agreement.

2) **Term.** This contract shall commence on the Effective Date and continue for twenty-four (24) months. Either party may terminate this contract at any time with or without cause by providing the other written notice of termination. In the event of such notice, the terms and conditions of this Agreement shall remain in effect and apply to any candidates that have previously been referred by Contractor to NJSIG.

3) **Position Search Requests and Initial Submission of Candidates.**

- a. Each job search covered under this Agreement will be initiated by NJSIG issuing specifically to Contractor a Position Search Request, in the form of Schedule A, outlining the specific position title, qualifications, and other relevant details, including whether the position is intended as a Temporary Worker or a Recruited Employee. Each Position Search Request shall be identified in sequence (e.g. Schedule A-1, A-2,...A-10). Position Search Requests shall be sent by mail, email, facsimile or hand delivery. Any submission by the Contractor after Contractor has received the withdrawal shall not be deemed proper under this Agreement. Any withdrawal sent via email or via facsimile shall be deemed received at the time it was sent.
- b. In order to qualify as a Candidate under this Agreement, Contractor must have properly submitted the Candidate for consideration to NJSIG. Proper submission requires, that in response to a specific Position Search Request, Contractor provide a copy of a curriculum vitae or resume of a qualified Temporary Staff or Recruited Employee Candidate to NJSIG for review.
- c. NJSIG may withdraw a Position Search Request for any reason by notifying the Contractor(s) to which it has been issued. Such withdrawal shall be communicated in writing and sent by mail, email, facsimile or hand delivery. Any submission by the Contractor after Contractor has received the withdrawal shall not be deemed proper under this Agreement. Any withdrawal sent via email or facsimile delivery shall be deemed received at the time it was sent.
- d. By way of the Position Search Request, NJSIG may identify and refer to Contractor one or more specific individuals for hire by Contractor to be assigned to NJSIG as a Temporary Worker.

- e. Subject to the exceptions set forth below at Section 9 and elsewhere in this Agreement, Contractor is eligible to be paid a fee ("Fee") for any Candidate presented under a specific Position Search Request who is subsequently engaged as a Temporary Worker or hired as by NJSIG as an employee (Recruited Employee, Direct Hire, or otherwise) for any position within one year of submission in accordance with the Fee terms below.
- f. Contractor agrees that it will not submit a candidate without informing the potential candidate of the opportunity with NJSIG and receiving consent from the potential candidate to have his/her resume sent to NJSIG.

4) Candidate Submission and Selection.

- a. NJSIG shall review the submission for each Candidate and select from among such submissions any Candidate(s) any it deems warranting further consideration. NJSIG shall notify Contractor of the names of any such Candidates. With respect to such Candidates shall assist NJSIG schedule an in-person or telephone interview, as determined by NJSIG.
- b. Upon completion of at least one interview, NJSIG may request, and Contractor shall, upon request:
 - i. Conduct a criminal back background check on demand, billed back to NJSIG at actual cost charged to Contractor, including any vendor discounts and/or rebates;
 - ii. Conduct a Social Security Trace on demand, billed back to NJSIG at actual cost charged to Contractor, including any vendor discounts and/or rebates;
 - iii. Verify the Candidate's past employment references from two employers during the last seven years.
- c. Upon Selection and acceptable of a Candidate for an assignment as and Temporary Worker, Contractor shall ensure that the Candidate is informed of the assignment and start date, and for undertaking any

obligations required of Contractor as the employer of the Temporary Worker, including all tax reporting and withholding, insurance, benefits, etc. Temporary Workers assigned to NJSIG are at all times the employees of Contractor and, to the fullest extent allowed by applicable law, not the employees of NJSIG.

5) Non-Exclusive Contractor Priority for Position Search Requests.

a. NJSIG's Board of Trustees has designated a Primary, Secondary and Tertiary, Quaternary, Quinary and Senary contractor for the provision of Temporary Staffing services (C-2017-0008 / A-2018-0001); and in Recruiting Services (C-2017-0009 / A-2018-0002). These designations are set forth in the May 17, 2017 and March 21, 2018 resolutions of the NJSIG Board of Trustees, and reiterated herein for the convenience of the parties:

i. Temporary Staffing Services (C-2017-0008 / A-2018-0001):

1. Primary vendor: Noor Associates, Inc.;
2. Secondary vendor: DAWG, Inc, d/b/a TheBestIRS; and,
3. Tertiary vendor: CareersUSA, Inc.
4. Quaternary vendor: Diskriter, Inc.;
5. Quinary vendor: AppleOne; and,
6. Senary vendor: Industrial Staffing Services, Inc.

ii. Recruiting Services (C-2017-0009 / A-2018-0002):

1. Primary vendor: Horizon Staffing Resources Corp.;
2. Secondary vendor (tie): CareersUSA, Inc.; and,
3. Secondary vendor (tie): Noor Associates, Inc.
4. Tertiary vendor: none

5. Quaternary vendor: Diskriter, Inc.;
 6. Quinary vendor: Industrial Staffing Services, Inc.;
 7. Senary vendor (tie): Quad656, LLC; and,
 8. Senary vendor (tie): AppleOne.
- b. The sequence of use for Primary, Secondary and Tertiary, Quaternary, Quinary and Senary Vendors shall be as follows:
- i. NJSIG issues a Position Search Request which identifies a position, and whether it is seeking a Temporary Worker or a Recruited Employee.
 - ii. NJSIG shall submit the Position Search Request to the appropriate Contractor list as set forth above, in sequence, first to the Primary Contractor, then to the Secondary Contractor(s), and then to the Tertiary Contractor (if any).
 - iii. The Primary Contractor has one calendar week of exclusivity to make Candidate submissions.
 - iv. If the position remains open after one calendar week, NJSIG may elect to forward the Position Search Request to the Secondary Contractor(s). Thereafter, both Primary and Secondary Contractor(s) may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.
 - v. If, after at least one calendar week has elapsed from the date NJSIG forwarded the Position Search Request to the Secondary Contractors, NJSIG may elect to forward the Position Search Request to the Tertiary Contractor, if any. Thereafter, the Primary, Secondary and Tertiary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.
 - vi. If, after at least one calendar week has elapsed from the date NJSIG forwarded the Position Search Request to the Tertiary Contractor(s), NJSIG may elect to forward the position search

request to the Quaternary Contractor, if any. Thereafter, the Primary, Secondary, Tertiary and Quaternary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.

- vii. If, after at least one calendar week has elapsed from the date NJSIG forwarded the Position Search Request to the Quaternary Contractor(s), NJSIG may elect to forward the position search request to the Quinary Contractor, if any. Thereafter, the Primary, Secondary, Tertiary, Quaternary and Quinary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.
- viii. If, after at least one calendar week has elapsed from the date NJSIG forwarded the position search request to the Quinary Contractor(s), NJSIG may elect to forward the Position Search Request to the Senary Contractor, if any. Thereafter, the Primary, Secondary, Tertiary, Quaternary, Quinary and Senary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.

6) **Candidate Acceptance.** The decision to interview and/or accept a Candidate resides solely with NJSIG. Following NJSIG's acceptance of a Candidate submitted in response to a Temporary Staffing search request, Contractor will provide a confirmation letter outlining the Candidate's name, flat hourly fee billing rate, flat hourly fee overtime billing rate, job assignment start date, and the position to be filled. NJSIG and Contractor reserve the right to remove any assigned Temporary Worker at any time for any lawful reason. NJSIG and Contractor acknowledge and agree that a request by NJSIG to a Contractor to remove any assigned Temporary Worker shall be complied with promptly, but that NJSIG's request has no bearing on the Temporary Worker's employment by Contractor, which is strictly a matter between the Temporary Worker and Contractor.

7) **Contingent Basis.** The Agreement between NJSIG and Contractor is on a contingent fee basis in that no charges are incurred unless NJSIG selects a Candidate properly submitted for consideration by Contractor to NJSIG. Contractor's entitlement to Fee shall be wholly contingent upon NJSIG

selecting the Candidate as a Temporary Workers (or, thereafter as a Direct Hire) or as a Direct Recruit.

8) **Fee.**

a. **Temporary Staffing and Direct Hire of Temporary Workers.**

- i. **Temporary Staffing.** Contractor's fee for a temporary staffing placements shall be set forth in the Position Search Request in the form of Schedule A, and shall be a flat hourly fee for all hours which is inclusive of the Temporary Worker's hourly wages, all fees, and all taxes, including, but not limited to state unemployment (SUTA), federal unemployment (FUTA), Social Security and Medicare taxes (FICA), workers' compensation fees, in addition to any and all other surcharges or costs to the Contractor. This flat hourly fee shall be calculated as the sum of the (a) hourly wage rate paid to the Temporary Worker and (b) the product of a Percentage Factor Markup as set forth below multiplied by the Temporary Worker's hourly wage rate. For example, if the hourly wage rate of the Temporary Worker is \$10.00 per hour, and the Percentage Factor Markup is 50%, then the flat hourly fee is equal to \$15.00 per hour. The hourly wage rates of a Temporary Worker shall meet the minimum required under applicable state and federal law.

The flat hourly fee is the amount that Contractor will charge NJSIG for each hour actually worked by the Temporary Worker for NJSIG. The Percentage Factor Markup used to determine the billing rates shall be thirty-two and one-half percent (32.50%) for all positions, except where NJSIG has initially referred the Temporary Worker to Contractor for assignment to NJSIG, the Percentage Factor Markup used to determine the billing rate shall be twenty and one-half percent (20.50%). NJSIG is only obligated to pay Contractor for hours actually worked by the candidate, which does not include time away from work such as lunch periods, lateness, excessive breaks, absences or leaves (including any holidays), whether or not authorized.

- ii. **Direct Hire.** In the event that NJSIG chooses to hire a Temporary Worker as a NJSIG employee, Contractor's Fee shall be as follows (calculated based on a thirty-five hour work week):
1. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 1 and 227.5 hours worked, **fifteen percent (15%)** of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental wages), calculated based on the annualized hourly wage rate of the Direct Hire.
 2. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 227.6 and 455 hours worked, **ten percent (10%)** of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental wages), calculated based on the annualized hourly wage rate of the Direct Hire.
 3. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 456 and 682.5 hours worked, **three percent (3%)** of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental wages), calculated based on the annualized hourly wage rate of the Direct Hire.
 4. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker for at least 682.6 hours worked, there shall be **no fee.**

The fees set forth herein with respect to a Direct Hire are exclusive. NJSIG shall not be liable to Contractor for any other fees, payments, or penalties (other than payment for all hours worked provided by the individual as a Temporary Worker.)

For a candidate to be eligible for direct hire, Contractor agrees to make the candidate aware of, and to comply with the New Jersey First Act, N.J.S.A. 52:14-7, et seq.

- b. **Recruited Employees.** Contractor's fee for the placement of a Recruited Employee shall be **fifteen percent (15%)** of the Recruited Employee's gross annual base salary as of the date of the employment by NJSIG as a Recruited Employee (excluding any benefits, commissions, bonus compensation, overtime stipends or other supplemental wages) calculated based on the annualized base salary or the annualized hourly wage rate, as the case may be, of the Recruited Employee.

For a candidate to be eligible for a recruiting search, Contractor agrees to make the candidate aware of, and to comply with the New Jersey First Act, N.J.S.A. 52:14-7, et seq.

- c. Should NJSIG hire as an employee any Candidate submitted in response to a Position Search Request who never served as a Temporary Worker under this Agreement, to the extent any fee is due Contractor under this Agreement for such hire, the fee shall be based on the Recruited Employee rate set forth above.

9) **No Fee.** NJSIG shall owe Contractor no Fee if:

- a. Candidate contacted NJSIG prior to Contractor's presentment of the Candidate;
- b. NJSIG identified Candidate from another source prior to Contractor presenting candidate;
- c. NJSIG does not employ candidate within one year of Contractor's first submission of candidate to NJSIG.

- d. Candidate is submitted to NJSIG not in response to a specific Position Search Request or for any candidate who does not meet the minimum requirements established by the Position Search Request for the position for which the candidate was submitted, regardless of whether the candidate is subsequently hired by NJSIG in another position.
- e. Candidate is submitted to NJSIG prior to the Effective Date of this Agreement (as set forth below).
- f. All Temporary Workers are guaranteed by Contractor for an 8-hour period. Should an applicant quit or be requested to leave/not return by NJSIG during or at the conclusion of his or her first day of work, Contractor will not charge for the time that Temporary Worker had worked that day.
- g. This agreement, or any activity pursuant to this Agreement, is determined by any Court or Agency of the State of New Jersey to have violated or contravened the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq.

10) **Payment.** Contractor will invoice NJSIG weekly for Temporary Staffing and/or Direct Recruitment services. The Fee is payable thirty (30) days after the presentation of an invoice.

11) **Refund for Recruited Employee.** In the event that a Recruited Employee leaves NJSIG under his/her own volition or is terminated for cause by NJSIG within ninety (90) consecutive calendar days after the starting date of employment (exclusive of any leave time requested by the employee and granted by NJSIG), Contractor shall conduct a search for a maximum period of one (1) month in an effort to provide a replacement Candidate for hire by NJSIG. In the event that Contractor fails to locate and recruit a replacement actually hired by NJSIG, Contractor shall refund 100% of any Fee received for such Candidate minus \$1,500. If Contractor fails to refund the Fee to NJSIG within thirty (30) days of NJSIG's request, any money owed to NJSIG shall bear interest at the lesser of 1.5% per month, or the highest rate allowed by law. Pursuant to this Section, "for cause" shall include any conduct or performance by the Recruited Employee deemed unsatisfactory to NJSIG

12) **Non-exclusive.** This Agreement is non-exclusive. Other than as specifically set forth herein, NJSIG may hire Temporary Workers or Direct Hires outside the

scope of this Agreement without any compensation to Contractor. NJSIG may hire other contractors to perform the same work as Contractor or may conduct independent searches on its own without involving Contractor. This non-exclusivity applies to all job searches, including positions for which NJSIG has issued a Contractor a Position Search Request. If two contractors provide the same successful candidate, NJSIG will use reasonable efforts to pay the contractor that demonstrates first submission and proper entitlement, but in no event will NJSIG pay more than one contractor for the same candidate.

13) Non-solicitation.

- a. During the Term of this Agreement (including any extensions) and for the twelve (12) month period following the termination thereof (hereinafter, the "Non-Solicitation Period"), Contractor shall not, directly or indirectly, in any way for its own account or for the account of any other person, venture, firm, business, corporation or enterprise, offer employment to any employee of NJSIG or attempt to induce or entice any employee of NJSIG to leave the employ of the NJSIG.
- b. Contractor acknowledges that its breach of any provision of this Agreement would cause irreparable harm to NJSIG, incapable of compensation by the award of money damages. NJSIG shall therefore be entitled to injunctive and/or equitable relief (without the necessity of proving any actual damage or that monetary damages would not afford an adequate remedy).
- c. Contractor agrees that the NJSIG may also recover from Contractor, in the event of a breach of this Section, monetary relief in the amount of all damages, costs, and expenses, including attorney's fees, incurred as a result of the breach, threatened breach and/or in the enforcement of this Section. Nothing contained herein shall be construed as prohibiting NJSIG from pursuing any other remedies available for such a breach or threatened breach.
- d. NJSIG shall be permitted to bring and maintain an action to enforce the provisions of this Section in any Court competent jurisdiction.

14) Insurance. Contractor shall provide, at its own cost and expense, proof of the following minimum insurance written through A rated Carrier to NJSIG of Workers' compensation and employers' liability insurance, as follows:

- a. Statutory workers' compensation including occupational disease in accordance with the laws of the State of New Jersey covering all Temporary Worker assigned to NJSIG;
- b. Employers' liability insurance with minimum limits of \$1,000,000.00 each accident limit for bodily injury by accident, \$1,000,000.00 policy limit for bodily injury by disease;
- c. Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence / \$2,000,000 aggregate and errors and omissions (E&O) insurance with limits of \$1,000,000 per claim/ \$2,000,000 aggregate, covering work performed by Contractor and by Contractor temporaries during the term of this Agreement.
- d. A crime policy protecting against employee dishonesty, theft, robbery, forgery and other dishonest acts on the part of Contractor and its employees, with limits not less than \$1,000,000.00.

The insurance companies selected by Contractor to provide the above coverages must be licensed, solvent and acceptable to NJSIG. Contractor shall not take any action to cancel or materially change any of the above insurance required under this Agreement without the NJSIG's approval. Maintenance of insurance under this Section shall not relieve Contractor of any liability greater than the insurance coverage.

15) Compliance Information from Contractor

- a. Contractor agrees that no payment will be made, and no Fee will be due under this Agreement, unless within ten days of the Effective Date of this Agreement, Contractor forwards the following completed documentation that complies with all applicable laws:
 - i. Contractor's W-9;
 - ii. Contractor's State of New Jersey Business Registration Certificate;
1. During the performance of this contract, the Contractor agrees as follows:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

iii. Public Law 2005, Chapter 271 Vendor Certification and Disclosure Form;

1. During the performance of this contract, the Contractor agrees as follows:

Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s. 3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's

responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

- iv. Disclosure of Investment Activities in Iran; and,
- v. Affirmative Action Supplement in compliance with N.J.A.C. 17:27-4.1 et seq.
 - 1. During the performance of this contract, the Contractor agrees as follows:
 - 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
 - 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
 - 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

16) **Indemnification.** Contractor shall indemnify, defend, and hold harmless NJSIG and its respective Trustees, Officers, Directors and Employees from any claims, losses and liabilities, including the cost of defense and Attorney's fees, arising from any claim or threatened claim brought by a Contractor Employee (which shall include a Temporary Worker) or by any other person or party which relates to the alleged actions or inactions of a Contractor employee. This indemnification provision shall include, but not be limited to, those claims resulting in personal injuries or death or loss or damage to property of NJSIG, Contractor, or any other party, and shall include claims based upon NJSIG's own negligence. The indemnification provision shall include, but not be limited to, those claims resulting in personal injuries or death or loss or damage to property of NJSIG, Contractor or any other party. Contractor acknowledges that the indemnity granted to NJSIG by this Agreement includes indemnification for claims brought by employees of Contractor against NJSIG. In the event that such a claim is made by an employee of Contractor, Contractor agrees to waive the immunity that the Workers' Compensation Act may provide to employers against indemnity claims by parties such as NJSIG; provided that Contractor's waiver of immunity by the provisions of this Section extends only to claims against Contractor by NJSIG (or others indemnified hereunder), and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

17) **Confidentiality.** All financial, statistical, personnel and/or technical data supplied by NJSIG, whether written or oral, to Contractor are confidential. Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and

Contractor's suspension or debarment from NJSIG's contracting. Any attempt by another party to obtain this data must be immediately communicated to NJSIG and NJSIG will determine whether the documents are subject to release. No data may be released without consent of NJSIG.

- 18) **Ownership of Records.** All records and data of any kind relating to NJSIG shall belong to NJSIG, and shall be surrendered to NJSIG 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, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by Contractor for NJSIG during normal business hours. Furthermore, such records, books, and files relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to Contractor by NJSIG 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.
- 19) **Advertising.** Contractor shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of NJSIG.
- 20) **Independent Contractor.** Contractor at all times shall be an independent contractor, and employees of contractor shall in no event be considered employees of NJSIG. 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. All Candidates selected by NJSIG as Temporary Workers shall remain employees of Contractor, and shall in no event be considered employees of NJSIG. Contractor will provide its employees the option to purchase medical benefits while working through Contractor. Temporary Workers shall not be eligible for any NJSIG benefits.
- 21) **Non-assignment.** Neither party may assign their rights or responsibilities under this contract without the expressed written consent of the other.
- 22) **Counter-parts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, both parties agree any reproduction of the Agreement made by reliable means (e.g., photocopy or fax) is considered an original.

- 23) **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties and supersedes any and all prior understandings, conversations, and proposals, and may not be amended, except by written agreement executed by the Parties.
- 24) **Limitation of Payments.** Contractor agrees that Contractor shall not be entitled to receive any additional or further sums of money beyond the amounts specifically set forth in this Agreement.
- 25) **No Waiver.** The failure of NJSIG to insist upon strict performance of any terms or conditions in this contract, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms and conditions, the same shall be the remain in full force and effect with power and authority on the part of NJSIG to enforce the same or cause the same to be enforced at any time, without prejudice to the other rights which NJSIG may have against Contractor under this contract.
- 26) **Choice of Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws. The parties agree to submit to the jurisdiction of the courts of the State of New Jersey to resolve any disputes that arising under this.
- 27) **Effective Date:** The first date upon which this Agreement has been signed by both NJSIG and Contractor, however and notwithstanding, this Agreement will not become effective unless and until Contractor has fully complied with the "Compliance Information From Contractor" requirements set forth in Section 15 above.

By Contractor:

Signature: Laveena C

Name: LAVEENA YADAV

Title: CEO

By NJSIG:

Signature: William M Mayo

Name: WILLIAM M MAYO

Title: EXECUTIVE DIRECTOR

Date: 05/09/2018

Date: 5/24/2018

Schedule A-_____
Position Search Request

This Schedule A is part of the **Contract** between: **Diskriter, Inc.** and **New Jersey Schools Insurance Group**. The parties agree that this Schedule incorporates the terms and conditions of the **Contract** dated _____.

Search Type: _____

Position Title: _____

Job Description: _____

Candidate Requirements: _____

Contract

This Agreement is for the provision of temporary staffing and/or recruiting services by and between:

Industrial Staffing Services, Inc. ("Contractor")
25 Kennedy Boulevard
East Brunswick, NJ 08816

herein after designated as "Contractor,"

New Jersey Schools Insurance Group ("NJSIG")
6000 Midlantic Drive, Suite 300
Mt. Laurel, NJ 08054

herein after designated as "NJSIG," each a "Party" and collectively the "Parties."

The Parties agree on the following terms and conditions:

1) **Background.**

- a. Contractor sources, screens and recommends executives, professionals and office support /clerical Candidates (as defined herein) to perform work for NJSIG as either (1) Temporary Worker employed by Contractor on an hourly fee basis to NJSIG (hereinafter, Temporary Staffing Services), or (2) a Recruited Employee employed by NJSIG, recruited by Contractor on a contingent fee basis (hereinafter, Recruitment Services).
 - i. Temporary Workers performing work for NJSIG on an hourly fee basis under the Agreement who are thereafter hired by NJSIG for direct employment are referred to herein as "Direct Hires" and such hires are subject to the fee schedule set forth herein.
- b. Contractor carefully and thoroughly screens any Candidate for either a Temporary Worker or Recruited Employee position prior to submission to NJSIG. NJSIG is not required to interview or select any Candidate; and NJSIG may select any Candidate, but has no obligation to pay Contractor except as specified in this Agreement.

- 2) **Term.** This contract shall commence on the Effective Date and continue for twenty-four (24) months. Either party may terminate this contract at any time

with or without cause by providing the other written notice of termination. In the event of such notice, the terms and conditions of this Agreement shall remain in effect and apply to any candidates that have previously been referred by Contractor to NJSIG.

3) Position Search Requests and Initial Submission of Candidates.

- a. Each job search covered under this Agreement will be initiated by NJSIG issuing specifically to Contractor a Position Search Request, in the form of Schedule A, outlining the specific position title, qualifications, and other relevant details, including whether the position is intended as a Temporary Worker or a Recruited Employee. Each Position Search Request shall be identified in sequence (e.g. Schedule A-1, A-2,...A-10). Position Search Requests shall be sent by mail, email, facsimile or hand delivery. Any submission by the Contractor after Contractor has received the withdrawal shall not be deemed proper under this Agreement. Any withdrawal sent via email or via facsimile shall be deemed received at the time it was sent.
- b. In order to qualify as a Candidate under this Agreement, Contractor must have properly submitted the Candidate for consideration to NJSIG. Proper submission requires, that in response to a specific Position Search Request, Contractor provide a copy of a curriculum vitae or resume of a qualified Temporary Staff or Recruited Employee Candidate to NJSIG for review.
- c. NJSIG may withdraw a Position Search Request for any reason by notifying the Contractor(s) to which it has been issued. Such withdrawal shall be communicated in writing and sent by mail, email, facsimile or hand delivery. Any submission by the Contractor after Contractor has received the withdrawal shall not be deemed proper under this Agreement. Any withdrawal sent via email or facsimile delivery shall be deemed received at the time it was sent.
- d. By way of the Position Search Request, NJSIG may identify and refer to Contractor one or more specific individuals for hire by Contractor to be assigned to NJSIG as a Temporary Worker.
- e. Subject to the exceptions set forth below at Section 9 and elsewhere in this Agreement, Contractor is eligible to be paid a fee ("Fee") for any Candidate presented under a specific Position Search Request who is

subsequently engaged as a Temporary Worker or hired as by NJSIG as an employee (Recruited Employee, Direct Hire, or otherwise) for any position within one year of submission in accordance with the Fee terms below.

- f. Contractor agrees that it will not submit a candidate without informing the potential candidate of the opportunity with NJSIG and receiving consent from the potential candidate to have his/her resume sent to NJSIG.

4) Candidate Submission and Selection.

- a. NJSIG shall review the submission for each Candidate and select from among such submissions any Candidate(s) any it deems warranting further consideration. NJSIG shall notify Contractor of the names of any such Candidates. With respect to such Candidates shall assist NJSIG schedule an in-person or telephone interview, as determined by NJSIG.
- b. Upon completion of at least one interview, NJSIG may request, and Contractor shall, upon request:
 - i. Conduct a criminal back background check on demand, billed back to NJSIG at actual cost charged to Contractor, including any vendor discounts and/or rebates;
 - ii. Conduct a Social Security Trace on demand, billed back to NJSIG at actual cost charged to Contractor, including any vendor discounts and/or rebates;
 - iii. Verify the Candidate's past employment references from two employers during the last seven years.
- c. Upon Selection and acceptable of a Candidate for an assignment as and Temporary Worker, Contractor shall ensure that the Candidate is informed of the assignment and start date, and for undertaking any obligations required of Contractor as the employer of the Temporary Worker, including all tax reporting and withholding, insurance, benefits, etc. Temporary Workers assigned to NJSIG are at all times the employees

of Contractor and, to the fullest extent allowed by applicable law, not the employees of NJSIG.

5) Non-Exclusive Contractor Priority for Position Search Requests.

a. NJSIG's Board of Trustees has designated a Primary, Secondary and Tertiary, Quaternary, Quinary and Senary contractor for the provision of Temporary Staffing services (C-2017-0008 / A-2018-0001); and in Recruiting Services (C-2017-0009 / A-2018-0002). These designations are set forth in the May 17, 2017 and March 21, 2018 resolutions of the NJSIG Board of Trustees, and reiterated herein for the convenience of the parties:

i. Temporary Staffing Services (C-2017-0008 / A-2018-0001):

1. Primary vendor: Noor Associates, Inc.;
2. Secondary vendor: DAWG, Inc, d/b/a TheBestIRS; and,
3. Tertiary vendor: CareersUSA, Inc.
4. Quaternary vendor: Diskriter, Inc.;
5. Quinary vendor: AppleOne; and,
6. Senary vendor: Industrial Staffing Services, Inc.

ii. Recruiting Services (C-2017-0009 / A-2018-0002):

1. Primary vendor: Horizon Staffing Resources Corp.;
2. Secondary vendor (tie): CareersUSA, Inc.; and,
3. Secondary vendor (tie): Noor Associates, Inc.
4. Tertiary vendor: none
5. Quaternary vendor: Diskriter, Inc.;
6. Quinary vendor: Industrial Staffing Services, Inc.;

7. Senary vendor (tie): Quad656, LLC; and,
 8. Senary vendor (tie): AppleOne.
- b. The sequence of use for Primary, Secondary and Tertiary, Quaternary, Quinary and Senary Vendors shall be as follows:
- i. NJSIG issues a Position Search Request which identifies a position, and whether it is seeking a Temporary Worker or a Recruited Employee.
 - ii. NJSIG shall submit the Position Search Request to the appropriate Contractor list as set forth above, in sequence, first to the Primary Contractor, then to the Secondary Contractor(s), and then to the Tertiary Contractor (if any).
 - iii. The Primary Contractor has one calendar week of exclusivity to make Candidate submissions.
 - iv. If the position remains open after one calendar week, NJSIG may elect to forward the Position Search Request to the Secondary Contractor(s). Thereafter, both Primary and Secondary Contractor(s) may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.
 - v. If, after at least one calendar week has elapsed from the date NJSIG forwarded the Position Search Request to the Secondary Contractors, NJSIG may elect to forward the Position Search Request to the Tertiary Contractor, if any. Thereafter, the Primary, Secondary and Tertiary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.
 - vi. If, after at least one calendar week has elapsed from the date NJSIG forwarded the Position Search Request to the Tertiary Contractor(s), NJSIG may elect to forward the position search request to the Quaternary Contractor, if any. Thereafter, the Primary, Secondary, Tertiary and Quaternary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.

- vii. If, after at least one calendar week has elapsed from the date NJSIG forwarded the Position Search Request to the Quaternary Contractor(s), NJSIG may elect to forward the position search request to the Quinary Contractor, if any. Thereafter, the Primary, Secondary, Tertiary, Quaternary and Quinary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.
 - viii. If, after at least one calendar week has elapsed from the date NJSIG forwarded the position search request to the Quinary Contractor(s), NJSIG may elect to forward the Position Search Request to the Senary Contractor, if any. Thereafter, the Primary, Secondary, Tertiary, Quaternary, Quinary and Senary Contractors may make submissions until the position is filled or the Position Search Request is withdrawn by NJSIG.
- 6) **Candidate Acceptance.** The decision to interview and/or accept a Candidate resides solely with NJSIG. Following NJSIG's acceptance of a Candidate submitted in response to a Temporary Staffing search request, Contractor will provide a confirmation letter outlining the Candidate's name, flat hourly fee billing rate, flat hourly fee overtime billing rate, job assignment start date, and the position to be filled. NJSIG and Contractor reserve the right to remove any assigned Temporary Worker at any time for any lawful reason. NJSIG and Contractor acknowledge and agree that a request by NJSIG to a Contractor to remove any assigned Temporary Worker shall be complied with promptly, but that NJSIG's request has no bearing on the Temporary Worker's employment by Contractor, which is strictly a matter between the Temporary Worker and Contractor.
- 7) **Contingent Basis.** The Agreement between NJSIG and Contractor is on a contingent fee basis in that no charges are incurred unless NJSIG selects a Candidate properly submitted for consideration by Contractor to NJSIG. Contractor's entitlement to Fee shall be wholly contingent upon NJSIG selecting the Candidate as a Temporary Workers (or, thereafter as a Direct Hire) or as a Direct Recruit.
- 8) **Fee.**

a. **Temporary Staffing and Direct Hire of Temporary Workers.**

- i. **Temporary Staffing.** Contractor's fee for a temporary staffing placements shall be set forth in the Position Search Request in the form of Schedule A, and shall be a flat hourly fee for all hours which is inclusive of the Temporary Worker's hourly wages, all fees, and all taxes, including, but not limited to state unemployment (SUTA), federal unemployment (FUTA), Social Security and Medicare taxes (FICA), workers' compensation fees, in addition to any and all other surcharges or costs to the Contractor, excluding overtime pay. This flat hourly fee shall be calculated as the sum of the (a) hourly wage rate paid to the Temporary Worker and (b) the product of a Percentage Factor Markup as set forth below multiplied by the Temporary Worker's hourly wage rate. For example, if the hourly wage rate of the Temporary Worker is \$10.00 per hour, and the Percentage Factor Markup is 50%, then the flat hourly fee is equal to \$15.00 per hour. The hourly wage rates of a Temporary Worker shall meet the minimum required under applicable state and federal law.

The flat hourly fee is the amount that Contractor will charge NJSIG for each hour actually worked by the Temporary Worker for NJSIG. The Percentage Factor Markup used to determine the billing rates shall be thirty-three and one-half percent (33.50%) for all positions, except where NJSIG has initially referred the Temporary Worker to Contractor for assignment to NJSIG, the Percentage Factor Markup used to determine the billing rate shall be twenty-seven percent (27%). NJSIG is only obligated to pay Contractor for hours actually worked by the candidate, which does not include time away from work such as lunch periods, lateness, excessive breaks, absences or leaves (including any holidays), whether or not authorized.

- ii. **Direct Hire.** In the event that NJSIG chooses to hire a Temporary Worker as a NJSIG employee, Contractor's Fee shall be as follows (calculated based on a thirty-five hour work week):
1. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 1 and 227.5 hours worked, twenty percent (20%) of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's

employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental wages), calculated based on the annualized hourly wage rate of the Direct Hire.

2. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 227.6 and 455 hours worked, **seventeen percent (17%)** of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental wages), calculated based on the annualized hourly wage rate of the Direct Hire.
3. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 456 and 682.5 hours worked, **sixteen percent (16%)** of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental wages), calculated based on the annualized hourly wage rate of the Direct Hire.
4. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker between 682.6 and 910 hours worked, **fifteen percent (15%)** of the Temporary Worker's gross annual base salary as of the date of the Temporary Worker's employment by NJSIG as a Direct Hire (excluding any benefits, commissions, bonus compensation, overtime, stipends or other supplemental wages), calculated based on the annualized hourly wage rate of the Direct Hire.
5. If a Temporary Worker is hired by NJSIG after working as a Temporary Worker for at least 910 hours worked, there shall be **no fee.**

The fees set forth herein with respect to a Direct Hire are exclusive. NJSIG shall not be liable to Contractor for any other fees, payments, or penalties (other than payment for all hours worked provided by the individual as a Temporary Worker.)

For a candidate to be eligible for direct hire, Contractor agrees to make the candidate aware of, and to comply with the New Jersey First Act, N.J.S.A. 52:14-7, et seq.

- b. **Recruited Employees.** Contractor's fee for the placement of a Recruited Employee shall be **eighteen percent (18%)** of the Recruited Employee's gross annual base salary as of the date of the employment by NJSIG as a Recruited Employee (excluding any benefits, commissions, bonus compensation, overtime stipends or other supplemental wages) calculated based on the annualized base salary or the annualized hourly wage rate, as the case may be, of the Recruited Employee.

For a candidate to be eligible for a recruiting search, Contractor agrees to make the candidate aware of, and to comply with the New Jersey First Act, N.J.S.A. 52:14-7, et seq.

- c. Should NJSIG hire as an employee any Candidate submitted in response to a Position Search Request who never served as a Temporary Worker under this Agreement, to the extent any fee is due Contractor under this Agreement for such hire, the fee shall be based on the Recruited Employee rate set forth above.

9) **No Fee.** NJSIG shall owe Contractor no Fee if:

- a. Candidate contacted NJSIG prior to Contractor's presentment of the Candidate;
- b. NJSIG identified Candidate from another source prior to Contractor presenting candidate;
- c. NJSIG does not employ candidate within one year of Contractor's first submission of candidate to NJSIG.
- d. Candidate is submitted to NJSIG not in response to a specific Position Search Request or for any candidate who does not meet the minimum

requirements established by the Position Search Request for the position for which the candidate was submitted, regardless of whether the candidate is subsequently hired by NJSIG in another position.

- e. Candidate is submitted to NJSIG prior to the Effective Date of this Agreement (as set forth below).
- f. All Temporary Workers are guaranteed by Contractor for an 8-hour period. Should an applicant quit or be requested to leave/not return by NJSIG during or at the conclusion of his or her first day of work, Contractor will not charge for the time that Temporary Worker had worked that day.
- g. This agreement, or any activity pursuant to this Agreement, is determined by any Court or Agency of the State of New Jersey to have violated or contravened the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq.

10) **Payment.** Contractor will invoice NJSIG weekly for Temporary Staffing and/or Direct Recruitment services. The Fee is payable thirty (30) days after the presentation of an invoice.

11) **Refund for Recruited Employee.** In the event that a Recruited Employee, i.e., an employee employed by NJSIG, recruited by Contractor on a contingent fee basis, leaves NJSIG under his/her own volition or is terminated for cause by NJSIG within ninety (90) consecutive calendar days after the starting date of employment (exclusive of any leave time requested by the employee and granted by NJSIG), Contractor shall conduct a search for a maximum period of one (1) month in an effort to provide a replacement Candidate for hire by NJSIG. In the event that Contractor fails to locate and recruit a replacement actually hired by NJSIG, Contractor shall refund 100% of any Fee received for such Candidate minus \$1,500. If Contractor fails to refund the Fee to NJSIG within thirty (30) days of NJSIG's request, any money owed to NJSIG shall bear interest at the lesser of 1.5% per month, or the highest rate allowed by law. Pursuant to this Section, "for cause" shall include any conduct or performance by the Recruited Employee deemed unsatisfactory to NJSIG

12) **Non-exclusive.** This Agreement is non-exclusive. Other than as specifically set forth herein, NJSIG may hire Temporary Workers or Direct Hires outside the scope of this Agreement without any compensation to Contractor. NJSIG may hire other contractors to perform the same work as Contractor or may conduct

independent searches on its own without involving Contractor. This non-exclusivity applies to all job searches, including positions for which NJSIG has issued a Contractor a Position Search Request. If two contractors provide the same successful candidate, NJSIG will use reasonable efforts to pay the contractor that demonstrates first submission and proper entitlement, but in no event will NJSIG pay more than one contractor for the same candidate.

13) Non-solicitation.

- a. During the Term of this Agreement (including any extensions) and for the twelve (12) month period following the termination thereof (hereinafter, the "Non-Solicitation Period"), Contractor shall not, directly or indirectly, in any way for its own account or for the account of any other person, venture, firm, business, corporation or enterprise, offer employment to any employee of NJSIG or attempt to induce or entice any employee of NJSIG to leave the employ of the NJSIG.
- b. Contractor acknowledges that its breach of any provision of this Agreement would cause irreparable harm to NJSIG, incapable of compensation by the award of money damages. NJSIG shall therefore be entitled to injunctive and/or equitable relief (without the necessity of proving any actual damage or that monetary damages would not afford an adequate remedy).
- c. Contractor agrees that the NJSIG may also recover from Contractor, in the event of a breach of this Section, monetary relief in the amount of all damages, costs, and expenses, including attorney's fees, incurred as a result of the breach, threatened breach and/or in the enforcement of this Section. Nothing contained herein shall be construed as prohibiting NJSIG from pursuing any other remedies available for such a breach or threatened breach.
- d. NJSIG shall be permitted to bring and maintain an action to enforce the provisions of this Section in any Court competent jurisdiction.

14) Insurance. Contractor shall provide, at its own cost and expense, proof of the following minimum insurance written through A rated Carrier to NJSIG of Workers' compensation and employers' liability insurance, as follows:

- a. Statutory workers' compensation including occupational disease in accordance with the laws of the State of New Jersey covering all Temporary Worker assigned to NJSIG;
- b. Employers' liability insurance with minimum limits of \$1,000,000.00 each accident limit for bodily injury by accident, \$1,000,000.00 policy limit for bodily injury by disease;
- c. Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence / \$2,000,000 aggregate and errors and omissions (E&O) insurance with limits of \$1,000,000 per claim/ \$2,000,000 aggregate, covering work performed by Contractor and by Contractor temporaries during the term of this Agreement.
- d. A crime policy protecting against employee dishonesty, theft, robbery, forgery and other dishonest acts on the part of Contractor and its employees, with limits not less than \$1,000,000.00.

The insurance companies selected by Contractor to provide the above coverages must be licensed, solvent and acceptable to NJSIG. Contractor shall not take any action to cancel or materially change any of the above insurance required under this Agreement without the NJSIG's approval. Maintenance of insurance under this Section shall not relieve Contractor of any liability greater than the insurance coverage.

15) Compliance Information from Contractor

- a. Contractor agrees that no payment will be made, and no Fee will be due under this Agreement, unless within ten days of the Effective Date of this Agreement, Contractor forwards the following completed documentation that complies with all applicable laws:
 - i. Contractor's W-9;
 - ii. Contractor's State of New Jersey Business Registration Certificate;
 1. During the performance of this contract, the Contractor agrees as follows:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

iii. Public Law 2005, Chapter 271 Vendor Certification and Disclosure Form;

1. During the performance of this contract, the Contractor agrees as follows:

Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s. 3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's

responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

- iv. Disclosure of Investment Activities in Iran; and,
- v. Affirmative Action Supplement in compliance with N.J.A.C. 17:27-4.1 et seq.
 - 1. During the performance of this contract, the Contractor agrees as follows:
 - 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
 - 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
 - 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

16) **Indemnification.** Contractor shall indemnify, defend, and hold harmless NJSIG and its respective Trustees, Officers, Directors and Employees from any claims, losses and liabilities, including the cost of defense and Attorney's fees, arising from any claim brought by a Contractor Employee (which shall include a Temporary Worker) or by any other person or party which relates to the negligent actions or inactions of a Contractor employee. This indemnification provision shall include, but not be limited to, those claims resulting in personal injuries or death or loss or damage to property of NJSIG, Contractor, or any other party, and shall include claims caused by, relating to, based upon, arising out of or in connection with any breach of this Agreement by Contractor. The indemnification provision shall include, but not be limited to, those claims resulting in personal injuries or death or loss or damage to property of NJSIG, Contractor or any other party. Contractor acknowledges that the indemnity granted to NJSIG by this Agreement includes indemnification for claims brought by employees of Contractor against NJSIG.

NJSIG shall indemnify and hold harmless the Contractor and its officers, directors, employees and agents from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses and disbursements, including without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing or defending any action, suit, proceeding or investigation asserted by a third party, caused by, relating to, based upon, arising out of or in connection with, (a) any breach by NJSIG of this Agreement, (b) gross negligence, recklessness or intentional misconduct on the part of NJSIG or its affiliates or its officers, directors, employees, agents or consultants, or (c) any claims, actions or proceedings by employees arising from claims that an agent, officer, supervisor or employee of NJSIG, other than employees, agents or officers of the Contractor, engaged in

conduct in violation of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other Federal or state statute or regulation.

- 17) **Confidentiality.** All financial, statistical, personnel and/or technical data supplied by NJSIG, whether written or oral, to Contractor are confidential. Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and Contractor's suspension or debarment from NJSIG's contracting. Any attempt by another party to obtain this data must be immediately communicated to NJSIG and NJSIG will determine whether the documents are subject to release. No data may be released without consent of NJSIG.

- 18) **Ownership of Records.** All records and data of any kind relating to NJSIG shall belong to NJSIG, and shall be surrendered to NJSIG 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, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by Contractor for NJSIG during normal business hours. Furthermore, such records, books, and files relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to Contractor by NJSIG 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.

- 19) **Advertising.** Contractor shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of NJSIG.

- 20) **Independent Contractor.** Contractor at all times shall be an independent contractor, and employees of contractor shall in no event be considered employees of NJSIG. 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. All Candidates selected by NJSIG as Temporary Workers shall remain employees of Contractor, and shall in no event be considered employees of NJSIG. Contractor will provide its employees the option to purchase medical benefits while working through Contractor. Temporary Workers shall not be eligible for any NJSIG benefits.

- 21) **Non-assignment.** Neither party may assign their rights or responsibilities under this contract without the expressed written consent of the other.
- 22) **Counter-parts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, both parties agree any reproduction of the Agreement made by reliable means (e.g., photocopy or fax) is considered an original.
- 23) **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties and supersedes any and all prior understandings, conversations, and proposals, and may not be amended, except by written agreement executed by the Parties.
- 24) **Limitation of Payments.** Contractor agrees that Contractor shall not be entitled to receive any additional or further sums of money beyond the amounts specifically set forth in this Agreement.
- 25) **No Waiver.** The failure of NJSIG to insist upon strict performance of any terms or conditions in this contract, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms and conditions, the same shall be the remain in full force and effect with power and authority on the part of NJSIG to enforce the same or cause the same to be enforced at any time, without prejudice to the other rights which NJSIG may have against Contractor under this contract.
- 26) **Choice of Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws. The parties agree to submit to the jurisdiction of the courts of the State of New Jersey to resolve any disputes that arising under this.
- 27) **Effective Date:** The first date upon which this Agreement has been signed by both NJSIG and Contractor, however and notwithstanding, this Agreement will not become effective unless and until Contractor has fully complied with the "Compliance Information From Contractor" requirements set forth in Section 15 above.

By Contractor:

By NJSIG:

Signature: William M Mayo

Signature: Jourdan Block

Name: WILLIAM M MAYO

Name: Jourdan Block

Title: EXECUTIVE DIRECTOR

Title: COO

Date: 5/24/2018

Date: 5/2/2018

Schedule A-_____
Position Search Request

This Schedule A is part of the **Contract** between: **Industrial Staffing Services, Inc.** and **New Jersey Schools Insurance Group**. The parties agree that this Schedule incorporates the terms and conditions of the **Contract** dated _____.

Search Type: _____

Position Title: _____

Job Description: _____

Candidate Requirements: _____