



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
For: Temporary staffing and
direct hire services

Event	Date
RFP Posted:	4/17/2020
Questions regarding the RFP due:	4/24/2020
Answers regarding the RFP posted:	5/1/2020
Proposals due:	5/13/2020
NJSIG Board of Trustees Approval:	5/20/2020

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the NJSIG website.

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1 Information for proposers

1.1 Purpose and intent

The New Jersey Schools Insurance Group (“NJSIG”) is seeking proposals from qualified organizations to provide temporary staffing and direct hire services. Your organization is invited to submit a proposal.

This solicitation is conducted in a fair and open process in accordance with the requirements for the procurement of general goods and services under the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq. This solicitation is specifically seeking proposals from qualified organizations that desire to provide temporary staffing and direct hire services for NJSIG, within the Scope of Work described below.

1.2 Organizational background

NJSIG is a school board insurance group, also known as a governmental risk pool, established in accordance with P.L. 1983, c. 108, that provides insurance coverage and risk management services to member school districts.

The concept of pooling is one whereby public entities can join together to provide protection from risks on a group basis. As a school board insurance group, NJSIG is governed by a Board of Trustees which is comprised of school board members, superintendents and business administrators from NJSIG member districts.

By joining NJSIG, members collectively attain benefits not possible individually and pool their premiums into a common fund to be used for the benefit of all member districts. NJSIG is comprised of approximately four hundred boards of education and charter school districts, and offers members a cost-effective method of obtaining coverage for all property and casualty lines, including but not limited to: workers’ compensation, general liability, automobile liability, excess liability, property, error and omissions, bonds, crime, electronic data processing, environmental liability, equipment breakdown, and auto physical damage coverage. NJSIG provides claims administration, underwriting and loss control services for members.

1.3 Background for the requested proposal

NJSIG has approximately seventy-five (75) full-time employees, and periodically has the need for temporary staffing and direct hire services in its departments, including but not limited to, its claims, accounting, information technology and underwriting departments.

1.4 RFP objective

NJSIG's objective with this RFP is to identify one or more organizations to provide temporary staffing and direct hire services.

1.5 Scope of work

In accomplishing its work, NJSIG requires assistance from one or more organizations to provide temporary staffing and direct hire services. This organization must be capable of providing individuals with experience in claims, accounting, information technology and underwriting departments.

The number of organizations receiving specific awards will be determined after evaluation of Responses received. The temporary staffing and direct hire services to be provided are those customarily required by an entity of a size and scope commensurate with that of NJSIG. These services include:

- The proposer must have the capability to handle all payroll functions related to temporary staffing.
- The proposer must have the capability to thoroughly vet each temporary staffing candidate, including conduct background checks on demand, verifying qualifications and credentials, and verifying prior work history.
- All proposers must agree to make each temporary staffing candidate aware of, and to comply with the New Jersey First Act, N.J.S.A. 52:14-7, et seq.

NJSIG does not guarantee any minimum or maximum volume activities. The term of the contract made pursuant to this RFP will be for two years (twenty-four months), with an option for two one-year (twelve-month) extensions.

The intent of this procurement is to make a Primary, Secondary and Tertiary award for temporary staffing and direct hire services. The Primary Contractor must provide NJSIG with the requested personnel within one (1) week from either a written, fax or

e-mail request. 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.

1.6 Questions regarding the requested proposal

NJSIG will accept questions and inquiries from all potential proposers electronically via its website. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Proposers are not to contact NJSIG personnel directly, in person, by telephone or by email, concerning this RFP. The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Any questions received after that date will not be accepted. Answers to questions submitted regarding this RFP, if any, will be posted on the NJSIG website on the date on the cover sheet.

Any proposer that requires a custom questionnaire be completed by NJSIG before submitting a proposal should submit their questionnaire to rfp@njsig.org. The cut-off date for the submission of a questionnaire relating to this RFP is indicated on the cover sheet. Any questionnaires received after that date will not be accepted. Answers to questionnaires relating to this RFP, if any, will be returned to the proposer that submitted the questionnaire on the date indicated on the cover sheet.

1.7 Addenda

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. All RFP addenda will be issued on the NJSIG web site, and notification will be published.

There are no designated dates for release of addenda. Therefore interested proposers should check the NJSIG website on a daily basis from time of RFP issuance through proposal opening. In the event that an addendum is published after the receipt of a proposal, the proposer will be notified via a method of delivery that provides certification of delivery.

1.8 Proposer responsibility

The proposer assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a proposer's failure to be knowledgeable as to all of the requirements of this RFP.

1.9 Cost liability

NJSIG assumes no responsibility and bears no liability for costs incurred by a proposer in the preparation and submittal of a proposal in response to this RFP.

1.10 Contents of proposal

Subsequent to proposal opening, all information submitted by proposers in response to the proposal solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and the common law. Proposals will not be made public until the NJSIG Board of Trustees has awarded a contract.

A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. NJSIG reserves the right to make the determination and will advise the proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. NJSIG will not honor any attempt by a proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

By submitting a proposal in response to this RFP, the proposer waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs.

1.11 Price alteration

Proposal prices must be typed or written in ink. Any price change must be initialed. Failure to initial price changes shall preclude a contract award from being made to the proposer.

1.12 Proposal errors

A proposer may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the Director. If the request is granted, the proposer may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after proposal opening but before contract award, a proposer discovers an error in its proposal, the proposer may make written request to the Director for authorization to withdraw its proposal from consideration for award. Evidence of the proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the proposer's exercise of reasonable care; and that NJSIG will not be significantly prejudiced by granting the withdrawal of the proposal.

All proposal withdrawal requests must include the proposal identification number and the final proposal opening date and sent to the address listed under "Method of submission of proposal."

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the proposer. The proposer will have five days after receipt of the notice to confirm its pricing. If the proposer fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the proposer's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the proposer to ascertain the true intent of the proposal.

1.13 Joint venture

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Proposer, Affirmative Action Employee Information Report, and

Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.14 Definitions

1.14.1 General definitions

Addendum – Written clarification or revision to this RFP issued by NJSIG.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Executive Director, or a Manager of, NJSIG.

Proposer – An individual or business entity submitting a proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the proposer's proposal submitted in response to this RFP, as accepted by NJSIG.

Director – Executive Director, NJSIG.

Committee – A committee established by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Board of Trustees.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by NJSIG unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (“RFP”) – This document which establishes the proposal and contract requirements and solicits proposals to meet the purchase needs of NJSIG as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

2 Proposal preparation and submission

2.1 Method of submission of proposal

Submit one paper copy, clearly marked as “COPY,” plus an original electronic copy, clearly marked as “ORIGINAL,” via NJSIG’s [website](#). The electronic copy of the proposal must be in portable document format (“.pdf”). The maximum file size for each .pdf is ten (10) megabytes. The maximum number of files in a submission is ten (10). The proposal must be addressed to:

Request for Proposal Number I-2020-0001
New Jersey Schools Insurance Group
6000 Midlantic Drive, Suite 300 North
Mount Laurel, NJ 08054

Proposals submitted via any other method, including facsimile or electronic mail will not be accepted.

2.2 Effect of submission of proposal

Submission of a proposal will not bind or otherwise obligate NJSIG to retain the proposer.

2.3 Time for submission of proposal

In order to be considered for award, the proposal must be received by NJSIG by the method outlined above by the required time. Any proposal not received by the cutoff

date on the cover page of this RFP will be rejected. Proposals must be received by 11:00 a.m. on the date indicated on the cover sheet.

Proposers using any delivery service should allow additional time for delivery, as the proposal must be received by the cutoff date and time.

Proposals will be opened at 5:00 p.m. on the cutoff date.

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

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.**)

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, 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.

Temporary Staffing Percentage Factor Markup (Standard)	
%	

Temporary Staffing Percentage Factor Markup (Candidate Referred by NJSIG)	
%	

If the percentage factor markup varies by type of temporary staffing agent, specify the nature of the variation.

- Direct Hire:** If a temporary staffing agent is hired by NJSIG between specific numbers of hours worked (calculated based on a thirty-five hour work week), state the percentage of the temporary staffing agent’s gross annual salary as of the date of the temporary staffing agent’s employment by NJSIG (excluding any benefits, commissions, bonus compensation, stipends or other supplemental wages). This will be calculated based on the hourly wage rate of temporary staffing agent.

Temporary Staffing Direct Hire Percentage Fee based on hours worked	
1 and 227.5 Hours Worked	%

227.6 and 455 Hours Worked	%
456 and 682.5 Hours Worked	%
682.6 and 910 Hours Worked	%

If a temporary staffing agent is hired by NJSIG after 910 hours worked, NJSIG will not pay a direct hire fee.

- NJSIG shall owe Contractor no Fee under the “Direct Hire” section if:
 - NJSIG does not employ Candidate within one year of Contractor’s first submission of Candidate to NJSIG.

2.5 Technical proposal

In this Section, the organization shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section. The organization must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the proposal should contain at least the following information:

2.5.1 Executive summary

An executive summary of not more than three pages identifying and substantiating why the organization is best qualified to provide the requested services within the scope of work.

2.5.2 General Information

The Response must detail the organization’s experience, personnel, proposed scope and approach, and any other relevant information as set forth in greater detail below.

All portions of this RFP and the Response are considered to be part of the Professional Services Agreement and will be incorporated by reference therein.

All the requirements in the Mandatory Contents of Proposal, Section 0, must be complied with in order for the Response to be considered responsive to this RFP and complete.

A Response must evidence ability to protect NJSIG from errors and omissions. The Respondent(s) must present evidence of current insurance in the form of a Certificate of Insurance or a letter from its insurance broker that the specific Professional Liability Insurance required by this RFP can be obtained. The Response must include the requested evidence of insurance and financial capacity as indicated.

Provide copies of audited financial statements for your organization or other evidence of financial stability of your organization for the past three (3) years.

2.5.3 Organization profile and experience

As a minimum, it is preferred the proposer have five years' experience in providing temporary staffing services to public entities and/or insurance organizations in the State of New Jersey. The proposer must demonstrate a high degree of knowledge of (1) the finance and operation of local governmental units in the State of New Jersey and (2) payroll management.

- Indicate the date your organization was established.
- Describe the services provided by your organization.
- Identify the number of employees in your organization. Indicate any special training or experience members of your organization possess that may assist in providing the requested services.
- Describe the participation of women and minorities in your organization. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of your organization that is owned by women and by minorities.
- Provide a description of your organization's presence in New Jersey. Note the location of each office, the number of employees resident in each office.

- Identify any public entities, boards of education, educational service commissions, charter schools, or other school entities to which your organization has provided services to during the last ten (10) years, generally and specifically with respect to each specialty area where consideration is requested. For each matter, provide the name of the public entity, department or authority, a description of the matter, the dates of engagement and the name and contact information of the public entity employee responsible for overseeing the work of your organization on that matter.
- Indicate the amount of professional malpractice insurance coverage which you carry, the amount of any self-retention and the name of the carrier.
- Describe your organization's approach to maintaining responsive communication with NJSIG and keeping NJSIG informed of problems and progress.
- Provide a representative listing of your organization's major private and public sector clients.
- Provide the name, address, telephone number, email address, and facsimile number for the designated contact person in your organization.

2.5.4 Qualifications and Experience

- Please indicate what percentage of your organization's business is in temporary staffing services.
- Describe your organization's experience in temporary staffing services.
- State the qualifications and experience of the employees proposed to staff the work assigned. For each member of your organization that would be involved in handling the work detailed in this request for proposals, provide a detailed resume including information as to:
 - Education, including advanced degrees;
 - Number of years engaged in the designated practice area;

- General work experience;
- Area(s) of specialization;

2.5.5 Forms

2.5.5.1 Affidavit of Moral Integrity

The proposer shall complete and submit the attached Affidavit of Moral Integrity. The Affidavit of Moral Integrity shall be signed by an authorized representative of the proposer. If the proposer is a limited partnership, the Affidavit of Moral Integrity must be signed by a general partner. If the proposer is a joint venture, the Affidavit of Moral Integrity must be signed by a principal of each party to the joint venture. The Affidavit of Moral Integrity must provide the name and address of the proposer, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal. Failure to comply will result in rejection of the proposal.

2.5.5.2 Ownership disclosure form

In the event the proposer is a corporation, partnership or sole proprietorship, the proposer must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to do so will preclude the award of a contract. The Ownership Disclosure Form is attached.

2.5.5.3 Disclosure of investigations/actions involving proposer

The proposer shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Disclosure of Investigations and Actions Involving Proposer form is attached.

2.5.5.4 Subcontractor utilization form

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.

2.5.5.5 Affidavit of Non-Collusion

The proposer shall complete and submit the attached Affidavit of Non-collusion. The Affidavit of Non-collusion shall be signed by an authorized representative of the proposer. If the proposer is a limited partnership, the Affidavit of Non-collusion must be signed by a general partner. If the proposer is a joint venture, the Affidavit of Non-collusion must be signed by a principal of each party to the joint venture. The Affidavit of Non-collusion must provide the name and address of the proposer, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal. Failure to comply will result in rejection of the proposal.

2.5.5.6 Proofs of registration that must be submitted with the proposal

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.

2.5.5.7 Affirmative action

The proposer is required to comply with the requirements of N.J.A.C. 17:27, et seq. and N.J.S.A. 10:5-31, et seq. These requirements include, but are not limited to the following.

Each proposer shall submit to the public agency, after notification of award but prior to execution of the contract, one of the following three documents: appropriate evidence that the proposer is operating under an existing Federally approved or sanctioned affirmative action program; a certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or an employee information

report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the proposer, in accordance with N.J.A.C. 17:27-4.

The requirement is a precondition to entering into a NJSIG contract.

2.5.5.8 Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). The required form is attached.

The requirement is a precondition to entering into a NJSIG contract.

3 Special contractual terms and conditions

See draft contract, which is incorporated by reference as Exhibit 7.8. This draft contract is subject to revisions and changes.

4 Proposal evaluation

4.1 Selection criteria

NJSIG will select the proposer by reference to price, and to the responsible proposer that has submitted a responsive proposal that meets all requirements of this request. NJSIG also reserves the right to negotiate the price, and the terms and conditions of the contract to obtain the most advantageous situation for NJSIG. NJSIG also reserves the right to reject any or all proposals and to waive immaterial formalities. The contract between NJSIG and the selected proposer(s) shall be comprised as contemplated under this RFP, any clarifications or addenda thereto, the selected proposal, and any changes negotiated by the parties.

Any or all bid proposals may be rejected if they are not reasonable as to price, the proposer is determined to not be responsible, or the bid is determined to not be

responsive. All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation.

4.2 Interview

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

5 Contract award

NJSIG will select the proposer as detailed above. Contract award shall be made with reasonable promptness by written notice to that responsible proposer(s), whose proposal(s), responsive to this RFP, is selected.

6 Contract administration

The NJSIG Contract Manager is the NJSIG employee responsible for the overall management and administration of the contract. The NJSIG Manager for this contract will be identified at the time of execution of contract. At that time, the proposer will be provided with the NJSIG Manager's name, department, address, telephone number, fax phone number, and email address.

7 Exhibits

7.1 Affidavit of Moral Integrity

7.2 Disclosure of Investigations and Other Actions Involving Proposer

7.3 Disclosure of Investment Activities in Iran

7.4 Ownership Disclosure Form

7.5 Non-collusion Affidavit

7.6 Subcontractor Utilization Plan

7.7 Employee information report application form AA302

7.8 Draft contract

Exhibit

7.1

New Jersey Schools Insurance Group

Affidavit of Moral Integrity

RFP Number: _____

Proposer: _____

The undersigned, being duly sworn according to law, deposes and says:

1. That the Proposer wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Proposer's proposal.
2. That as of the date of signing this Affidavit, neither Proposer nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi-criminal violations, except as follows: (If none, so state):
3. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: (If none, so state):
4. That Proposer authorizes any depository or other agency to supply NJSIG with any information necessary to verify any statement made in this Affidavit of Moral Integrity.
5. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: (if none, so state).
6. That the undersigned, being authorized to act on behalf of Proposer certifies that I am personally acquainted with the operations of said Proposer, have full

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Affidavit of Moral Integrity

knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce NJSIG to accept the Proposer as a qualified provider of goods and/or services, knowing that NJSIG relies upon the truth of the statements herein contained.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Sworn and subscribed to me on this

_____ day of _____, _____.

Notary Public – State of New Jersey

Print Name: _____

My Commission Expires: _____

Exhibit

7.2

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

RFP Number: _____

Proposer: _____

1. **PART ONE**: Please complete the questions below by checking either the “yes” or “no” box. Please refer to the persons and/or entities listed on your ownership disclosure form when answering the questions below. Non-profit entities: please list all officers/directors in Part 2 of this form. You will be required to answer the questions below with respect to these individuals.

1.1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government?

Yes No

1.2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?

Yes No

1.3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?

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Disclosure of Investigations and Other Actions Involving Proposer Form

Yes No

1.4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?

Yes No

If any of the answers to questions 1-4 are yes, please provide the requested information in part 2 below. If all of the answers to questions 1-4 are no, please read and sign the form below. No further action is needed. If you are a non-profit, you must disclose all officers/directors in part 2 below.

2. PART TWO:

For Questions 1-4 answered “YES”, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled “Additional Information” below. Please provide thorough answers to each question. Attach additional pages as needed for each instance of investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. Non-profit proposers must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the “officers/directors” box. Attach additional pages as needed. Once all required information has been disclosed,

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

complete the certification beneath the “Additional Information” section below.
Failure to complete this form may render your proposal non-responsive.

2.1. Additional Information:

2.1.1. Person or entity: _____

2.1.2. Date of inception: _____

2.1.3. Current status: _____

2.1.4. Brief description: _____

2.1.5. Caption of action: _____

2.1.6. Disposition of action: _____

2.1.7. Proposer contact name: _____

2.1.8. Contact phone number: _____

2.2. Officers / Directors

2.2.1. Name: _____

2.2.2. Title: _____

2.2.3. DOB: _____

2.2.4. Address: _____

2.2.5. City: _____

2.2.6. State: _____

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

2.2.7. Zip Code: _____

2.2.8. Phone: _____

2.2.9. Email: _____

3. PART THREE: Certification

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

3.1.1. Signed: _____

3.1.2. Print Name: _____

3.1.3. Title: _____

3.1.4. Date: _____

Exhibit

7.3

New Jersey Schools Insurance Group
Disclosure of Investment Activities in Iran

RFP Number: _____

Proposer: _____

1. PART ONE: Investment activities in Iran

1.1. Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the _____ Division's _____ website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

1.2. PLEASE CHECK THE APPROPRIATE BOX:

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

New Jersey Schools Insurance Group
Disclosure of Investment Activities in Iran

OR

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

2. PART TWO: Further information related to investment activities in Iran

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. If you need to make additional entries, attach additional pages as needed.

2.1. Person or entity: _____

2.2. Relationship to bidder: _____

2.3. Description of activities: _____

2.4. Duration of Engagement: _____

2.5. Anticipated Cessation Date: _____

2.6. Proposer Contact Name: _____

2.7. Contact phone number: _____

3. PART THREE: Certification

New Jersey Schools Insurance Group

Disclosure of Investment Activities in Iran

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

3.1.1. Signed: _____

3.1.2. Print Name: _____

3.1.3. Title: _____

3.1.4. Date: _____

Exhibit

7.4

New Jersey Schools Insurance Group

Ownership Disclosure Form

RFP Number: _____

Proposer: _____

1. **PART ONE:** Please complete the questions below by checking either the “yes” or “no” box. All parties entering into a contract with NJSIG are required to complete this form. Please note that you must complete the separate disclosure of investigations form.

1.1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror?

Yes No

If the answer to question 1 is no, please sign and date the form. You do not have to complete any more questions on this form. If the answer to question 1 is yes, please answer questions 2-4 below.

1.2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties individuals?

Yes No

1.3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties corporations or partnerships?

New Jersey Schools Insurance Group

Ownership Disclosure Form

Yes No

1.4. If your answer to Question 3 is “yes”, are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3?

Yes No

If any of the answers to questions 1-4 are yes, please provide the requested information in part 2 below. If all of the answers to questions 1-4 are no, please read and sign the form below. No further action is needed. If you are a non-profit, you must disclose all officers/directors in part 2 below.

2. **PART TWO:** Please provide further information related to questions 2-4 answered as “yes.” For Questions 2-4 answered “yes”, you must disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute. To complete Part 2, please provide the requested information pertaining to either individuals or partnerships/corporations having a 10% or greater interest in the bidder/offeror. If you need to make additional entries, add additional pages as needed.

2.1. Individuals:

2.1.1. Name: _____

2.1.2. DOB: _____

New Jersey Schools Insurance Group

Ownership Disclosure Form

2.1.3. Address: _____

2.1.4. City: _____

2.1.5. State: _____

2.1.6. Zip Code: _____

2.1.7. Are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 1.3?

Yes No

If Yes, then add additional pages as needed.

2.2. Partnerships / Corporations:

2.2.1. Entity name: _____

2.2.2. Partner name: _____

2.2.3. Address: _____

2.2.4. City: _____

2.2.5. State: _____

2.2.6. Zip Code: _____

2.2.7. Are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 1.3?

Yes No

New Jersey Schools Insurance Group

Ownership Disclosure Form

If Yes, then add additional pages as needed.

3. PART THREE: Certification

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

3.1.1. Signed: _____

3.1.2. Print Name: _____

3.1.3. Title: _____

3.1.4. Date: _____

3.1.5. FEIN/SSN: _____

Exhibit

7.5

New Jersey Schools Insurance Group

Affidavit of non-collusion

RFP Number: _____

Proposer: _____

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Schools Insurance Group, or any person interested in the proposed Services Agreement; and that all statements in said Proposal are true.
2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the New Jersey Schools Insurance Group as to whether the New Jersey Schools Insurance Group should decline to award the Services Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

New Jersey Schools Insurance Group

Affidavit of non-collusion

Signed: _____

Print Name: _____

Title: _____

Date: _____

Sworn and subscribed to me on this

_____ day of _____, _____.

Notary Public – State of New Jersey

Print Name: _____

My Commission Expires: _____

Exhibit

7.6

New Jersey Schools Insurance Group

Subcontractor Utilization Plan

RFP Number: _____

Proposer: _____

Any Proposer intending to subcontract must complete the Subcontractor Utilization Plan. Proposers are instructed to list all proposed subcontractors on the Plan. See attached form. All subcontractors must have a valid Business Registration Certificate on file with the Division of Revenue and a copy of the registration certificate should be attached to this form.

1. **PART ONE:** List every instance where services will be performed by Subcontractors.

1.1.

Subcontractor's name address, zip code telephone number and vendor ID number	Type(s) of goods or services to be provided	Estimated value of subcontracts

2. **PART TWO: Certification**

New Jersey Schools Insurance Group

Subcontractor Utilization Plan

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

2.1.1. Signed: _____

2.1.2. Print Name: _____

2.1.3. Title: _____

2.1.4. Date: _____

Exhibit

7.7

Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	Bid Number: _____ Bidder: _____ _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Exhibit

7.8

Contract

This Agreement is for the provision of temporary staffing and direct hire services by and between:

Contractor name (“Contractor”)
Contractor address line three
Contractor address line two

herein after designated as “Contractor,”

New Jersey Schools Insurance Group (“NJSIG”)
6000 Midlantic Drive, Suite 300
Mount 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 a Temporary Worker employed by Contractor on an hourly fee basis to NJSIG (hereinafter, Temporary Staffing 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 a Temporary Worker 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. 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 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 (Direct Hire) 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 contractor for the provision of Temporary Staffing services (I-2020-0001) and Direct Hire Services. These designations are set forth in the May 20, 2020 resolution of the NJSIG Board of Trustees, and reiterated herein for the convenience of the parties:

i. Temporary Staffing Services(I-2020-0001):

1. Primary vendor: **Primary Contractor name**;
2. Secondary vendor: **Secondary Contractor name**; and,
3. Tertiary vendor: **Tertiary Contractor name**.

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

- i. NJSIG issues a Position Search Request which identifies a position.
- 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.

- 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).
- 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 **?? percent (??%)** 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 **?? percent (??%)**. 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, **?? percent (??%)** 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, **?? percent (??%)** 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, **?? percent (??%)** 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, **?? percent (??%)** 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. 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 percentage set forth for a Temporary Worker that has worked between 682.6 and 910 hours.

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. The Fee is payable thirty (30) days after the presentation of an invoice.

11) **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.

12) 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.

13) 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.

14) 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.

15) **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.

16) **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.

- 17) **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.
- 18) **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.
- 19) **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.
- 20) **Non-assignment.** Neither party may assign their rights or responsibilities under this contract without the expressed written consent of the other.
- 21) **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.

22) **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.

23) **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.

24) **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.

25) **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.

26) **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: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Schedule A-_____
Position Search Request

This Schedule A is part of the **Contract** between: **Contractor** 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: _____

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