



New Jersey Schools Insurance Group  
6000 Midlantic Drive, Suite 300 North  
Mount Laurel, New Jersey 08054  
[www.njsig.org](http://www.njsig.org)

Request for proposal: LC-2021-0001

For: Loss control property  
inspection services

RFP Posted:	2/5/2021
Questions regarding the RFP:	2/19/2021
Answers regarding the RFP posted:	3/5/2021
RFP proposals due:	4/2/2021
NJSIG Board of Trustees Approval:	5/19/2021

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 loss control property inspection 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 purchase of “[i]nsurance, including the purchase of insurance coverage and consultant services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services” under the Public School Contracts Law, N.J.S.A. 18A:18A-5(a)(10). This solicitation is specifically seeking proposals from qualified organizations that desire to provide loss control property inspection 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**

The NJSIG Loss Control Department provides a variety of loss control and risk management services for members in an effort to reduce claim frequency and severity. As part of these efforts, NJSIG offers loss control property inspection services. These property inspection services are intended to reduce loss frequency and severity through the identification of risks.

#### **1.4 RFP objective**

NJSIG's objective with this RFP is to identify an organization to provide loss control property inspection services for NJSIG and its members.

#### **1.5 Scope of work**

In accomplishing its work, NJSIG requires assistance from an experienced loss control property inspection services provider that will provide the following:

- Conduct on-site safety and risk control inspections of NJSIG member locations to provide reports and actionable recommendations based on assignments from NJSIG.
- The scheduling of the inspections will be determined by NJSIG with the goal of inspecting each location on a four year cycle.
- Inspection types include, but are not limited, to the following:
  - Inspections of NJSIG member locations to provide recommendations for assisting members in managing workplace safety and health in accordance with Public Employees Occupational Safety and Health ("PEOSH") [guidelines](#) and Occupational Safety and Health Administration ("OSHA") [self-inspection checklists](#).
  - Inspections of NJSIG member locations in accordance with the inspection standards set forth in the State of New Jersey, Department of Education, Quality Single Accountability Continuum, [Health and Safety Evaluation of School Buildings Checklist 2019-2020](#).
  - Inspection of NJSIG member playgrounds in accordance with the [inspection standards](#) set forth by the U.S. Consumer Product Safety

Commission (“CPSC”) in the Public Playground Safety Handbook from November 2010.

- Other inspection types, as designated by NJSIG.
- Some of NJSIG’s members have locations with multiple playgrounds areas at a given location/address e.g. Pre K playground area and Kindergarten playground etc. For the fee purposes, multiple playgrounds areas at a given location will be considered one playground inspection.
- Provider must be able to provide digital photographs of all inspected locations which shall accompany each inspection report.
- Provider must be able to provide written inspection reports in .pdf and .xlsx format.
- Provider must provide written inspection reports to NJSIG within seven days of the date of the inspection;
- Provide a monthly summary of all inspections conducted of NJSIG members;
- Proposer must have the ability to assign dedicated lead and support staff to the NJSIG program.
- NJSIG will provide the proposer with member contact information and as such all inspections must be via confirmed appointment with the appropriate NJSIG member employee. Provider shall not conduct “walk-in” inspections of NJSIG members.
- The proposer must attend, through its designated representatives, such meetings of NJSIG as may be requested by NJSIG’s Board of Trustees, Underwriting, Loss Control or Client Relations Departments.
- Proposer must have extensive reporting capabilities as well as data analytical capabilities to produce factual, statistical and accurate inspection data upon request.
- The proposer must provide a sample inspection report evincing their ability to evaluate board of education properties similar to those of NJSIG’s members.

- The proposer must guarantee all staff conducting inspections, whether independent contractors or employees, are appropriately experienced, credentialed and have undergone the requisite background checks;
- NJSIG does not guarantee any minimum or maximum volume activities.
- The proposer must agree to special contractual provisions contained herein.

All proposers must agree that their proposal conforms to the minimum requirements set forth above.

### **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](mailto: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 proposer. 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 Director.

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 LC-2021-0001  
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 and by the required time. Any proposal not received by the cutoff date on the cover page of this RFP may 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 must 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)

### **2.4.1 Fee proposal**

- a. A fee proposal – Separate fee proposals are requested based on a term of:
  - a. Three, four and five years (thirty-six, forty-eight and sixty months).
- b. For purposes of accurate proposal comparison, and ease of administration, NJSIG requires that fee proposals be stated on the following basis:
  - i. One-time implementation costs (if any).

- ii. For purposes of accurate proposal comparison, and ease of administration, NJSIG requires that fee proposals be stated on the following basis at a minimum:

<b>Deliverable</b>	<b>Unit</b>	<b>Price</b>
[Inspection type]	Each (flat fee)	
[Inspection type]	Hourly	

- iii. Multiple Inspection(s) Discount (if any): Specify any multiple inspection discount(s) for inspections at a particular location/address to be completed simultaneously on a given date. e.g. building and playgrounds inspections, both are conducted at the same time at a given location/address.
- c. NJSIG reserves the right to deem proposals that do not include a fee proposal in the form specified above as non-responsive.

## **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 must 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, 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 three years' experience as an loss control property inspection services provider for public entities in the State of New Jersey. The proposer must demonstrate a high degree of knowledge of the operation of local governmental units in the State of New Jersey. The proposer must also:

- 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 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 providing loss control property inspection services to public entities in the State of New Jersey.
- Describe your organization's experience in providing loss control property inspection services to public entities in the State of New Jersey.
- 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; and
  - Area(s) of specialization.
- Describe how the proposer's use of products, programs or systems can enhance the productivity of NJSIG's Executive Director and NJSIG staff, including their interaction with their member entities. Document any hardware devices, software or portals that may be available to NJSIG.
  - Provide three references including the contact names, titles, and phone numbers to similarly situated public entity risk pools, public entities or insurance companies.
  - In its proposal, the proposer must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement.

### **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**

The following language shall be included in all contracts with NJSIG. The following provisions are not negotiable, and by submitting a proposal SERVICE PROVIDER consents to the inclusion of these terms in any contract between SERVICE PROVIDER and NJSIG:

**SERVICE LEVEL AGREEMENT.** SERVICE PROVIDER shall provide priority support and service to NJSIG including all items set forth in the scope of services for RFP LC-2021-0001, which is incorporated by reference.

**INDEMNIFICATION.** SERVICE PROVIDER shall indemnify, defend and hold NJSIG, its Board of Trustees, appointed officials and member districts harmless from

any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against NJSIG, its Board of Trustees, appointed officials and member districts, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold NJSIG harmless from same.

**INSURANCE.** SERVICE PROVIDER 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 individuals assigned to work on this contract;
- 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 SERVICE PROVIDER and by SERVICE PROVIDER employees 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 SERVICE PROVIDER and its employees, with limits not less than \$1,000,000.00;

The insurance companies selected by SERVICE PROVIDER to provide the above coverages must be licensed, solvent and acceptable to NJSIG. SERVICE PROVIDER 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 SERVICE PROVIDER of any liability greater than the insurance coverage.

**BOND:** If required by the by-laws or pursuant to N.J.A.C. 11:15-2, et seq., the SERVICE PROVIDER shall be bonded in a form and amount acceptable to NJSIG's governing body. Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default.

**CONFIDENTIALITY:** All financial, statistical, personnel and/or technical data supplied by NJSIG to the SERVICE PROVIDER are confidential. The SERVICE PROVIDER 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 the SERVICE PROVIDER, or any individual or entity in the SERVICE PROVIDER's charge or employ, will be considered a violation of this contract and may result in contract termination and the SERVICE PROVIDER's suspension or debarment from NJSIG 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.

**TERMINATION:** NJSIG may terminate this Agreement for any reason, at any time during the term thereof by the giving of ninety (90) days written notice. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

**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 the SERVICE PROVIDER 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 the SERVICE PROVIDER 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.

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

**INDEPENDENT CONTRACTOR STATUS:** The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of 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.

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

**NEW JERSEY LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws. The parties agree to submit to the jurisdiction of the courts of the State of New Jersey.

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

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

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

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

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

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

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

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

**NEWS RELEASES:** The SERVICE PROVIDER is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

**ADVERTISING:** The SERVICE PROVIDER 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 the Director.

**LICENSES AND PERMITS:** The SERVICE PROVIDER shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The SERVICE PROVIDER shall supply NJSIG with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the proposer in its proposal.

**NON-SOLICITATION:** The SERVICE PROVIDER shall not solicit NJSIG's employees for the Term plus twelve months.

**LICENSURE:** The SERVICE PROVIDER, along with any relevant employees, shall be licensed as required by law, and shall maintain such licensure for the duration of the contract. NJSIG may terminate the contract if the SERVICE PROVIDER fails to obtain, or maintain, such licensure.

**ETHICS:** The SERVICE PROVIDER shall not provide any NJSIG employee, NJSIG employee family member, NJSIG Board of Trustee member, NJSIG Board of Trustee

family member, or NJSIG member any gift or thing of value that would be reasonably likely to create the perception that such a gift or thing of value would influence their decision making. The SERVICE PROVIDER agrees to act in the best interests of NJSIG at all times in providing the services herein.

#### **COMPLIANCE INFORMATION:**

- a. SERVICE PROVIDER 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, SERVICE PROVIDER forwards the following completed documentation that complies with all applicable laws:

- i. SERVICE PROVIDER's W-9;

- ii. SERVICE PROVIDER's State of New Jersey Business Registration Certificate;

- 1. During the performance of this contract, the SERVICE PROVIDER 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 SERVICE PROVIDER 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](http://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 SERVICE PROVIDER 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.

## **4 Proposal evaluation**

### **4.1 Selection criteria**

NJSIG will evaluate each proposal submitted and at its discretion. Award of the contract will be to the proposer or proposers that provide the proposal found to be the most advantageous to NJSIG, all things considered including price and costs. NJSIG also reserves the right to reject any or all proposals and to waive immaterial formalities. NJSIG reserves the right:

- To eliminate any proposer who submits an incomplete, inadequate proposals or is not responsive.
- To reject all proposals or any non-responsive proposals.
- To supplement, amend, or otherwise modify this RFP.

- To waive any technical, or other, non-conformance of the responses, whether material or otherwise.
- To change or alter the schedule for any events called for in this RFP.
- To conduct investigations of any or all of the proposer and their responses as is deemed necessary or convenient, to clarify the information provided as part of the proposal, including discussions with contact persons of prior clients, regulatory agencies and visits to any facilities or projects referenced in its response, and to request additional information to support the information included in any response.
- To decline to award any contract for any purpose.
- To abandon this procurement process at NJSIG's convenience at any time for any reason.
- To accept the proposal that, in NJSIG's sole judgment, best serves the interest of and/or is most advantageous NJSIG based upon the criteria set forth in this proposal.
- To consider and to award a proposal to a public body under applicable law.
- To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.
- To award any contract subject to final adoption of all necessary authorizations.
- Any other right afforded NJSIG under the law.

The organizations submitting proposals will be evaluated based on each individual proposal submitted based upon the criteria set forth below. Proposers may be requested to make oral presentations to NJSIG. If requested to make a presentation each organization's proposed project manager must take part in the presentation. However, NJSIG may award based on the initial proposals received without discussion with the proposers. If oral presentations are required, they will be scheduled after the submission of proposals. Proposers will not be compensated for making the presentation.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process. The criteria for the evaluation process are weighted and are as follows:

Criteria	Weight, %
Technical Criteria	
<p>1. Technical Criteria</p> <ul style="list-style-type: none"> <li>a. Does the proposer's proposal demonstrate a clear understanding of the scope of work and related objectives?</li> <li>b. Is the proposer's proposal complete and responsive to the specific RFP requirements?</li> <li>c. Has the past performance of the proposer's proposed methodology been documented?</li> <li>d. Does the proposer's proposal use innovative technology and techniques?</li> <li>e. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used?</li> </ul>	40%
Management Criteria	
<p>1. Project management:</p> <ul style="list-style-type: none"> <li>a. How well does the proposed scheduling timeline meet the contracting unit's needs?</li> <li>b. Is there a project management plan?</li> </ul> <p>2. History and experience in performing the work:</p> <ul style="list-style-type: none"> <li>a. Does the proposer document a record of reliability of timely delivery and on-time and on-budget implementation?</li> </ul>	30%

<ul style="list-style-type: none"> <li>b. Does the proposer demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?</li> <li>c. Does the proposer document industry or program experience?</li> <li>d. Does the proposer have a record of moral integrity?</li> </ul> <p>3. Availability of personnel, facilities, equipment and other resources:</p> <ul style="list-style-type: none"> <li>a. To what extent does the proposer rely on in-house resources vs. contracted resources?</li> <li>b. Are the availability of in-house and contract resources documented?</li> </ul> <p>4. Qualification and experience of personnel:</p> <ul style="list-style-type: none"> <li>a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?</li> <li>b. Does the proposer make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?</li> <li>c. Does the proposer demonstrate cultural sensitivity in hiring and training staff?</li> </ul>	
Cost Criteria	
<p>1. Cost of goods to be provided or services to be performed:</p> <ul style="list-style-type: none"> <li>a. Relative cost: How does the cost compare to other similarly scored proposals?</li> <li>b. Full explanation. Is the price and its component charges, fees, etc. adequately explained or documented?</li> </ul> <p>2. Assurances of performance:</p>	30%

<ul style="list-style-type: none"> <li>a. If required, are suitable bonds, warranties, or guarantees provided?</li> <li>b. Does the proposal include quality control and assurance programs?</li> </ul> <p>3. Proposer's financial stability and strength:</p> <ul style="list-style-type: none"> <li>a. Does the proposer have sufficient financial resources to meet its obligations?</li> </ul>	
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## **4.2 Evaluation Committee**

NJSIG will convene an evaluation committee to evaluate submissions, and the committee will evaluate proposals and make a recommendation to the NJSIG Board of Trustees. The final decision to award a contract to a proposer as a result of this solicitation resides with the NJSIG Board of Trustees.

## **4.3 Interview**

NJSIG reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal must 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 Affidavit of Non-collusion**

### **7.6 Subcontractor Utilization Plan**

### **7.7 Employee information report application form AA302**

# 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



New Jersey Schools Insurance Group

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?

New Jersey Schools Insurance Group

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	<b>Bid Number:</b> _____  <b>Bidder:</b> _____  _____

**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 or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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 Phillippine 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**



I certify that the information on this form is true and correct.