



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

Request for
qualifications: C-2017-0006;
C-2017-0007; and,
L-2017-0001.
Outside Counsel For: Subrogation and Recovery Litigation (C-
2017-0006);
Insurance Coverage Counsel and
Litigation (C-2017-0007); and,
Joint Insurance Fund Counsel (L-2017-
0001).

Event	Date
RFQ Posted:	4/7/2017
Questions regarding the RFQ due:	4/21/2017
Answers regarding the RFQ posted:	4/28/2017
RFQ proposals due:	5/5/2017
NJSIG Board of Trustees Approval:	6/21/2017

Dates are subject to change. All changes will be reflected in Addenda to the RFQ 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 statements of qualifications from qualified firms with practitioners licensed to practice law in the State of New Jersey. Your firm is invited to submit a statement of qualifications.

This solicitation for proposals is conducted in accordance with the requirements for an open and fair process for the procurement of professional services. This solicitation is specifically seeking statements of qualifications from qualified firms with practitioners licensed to practice law in the State of New Jersey that desire to serve as Outside Counsel for NJSIG and its Board of Trustees, within the Scope of Work described in Section 3.

1.2 Organizational background

NJSIG is a public entity insurance group, also known as a self-insurance 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 self-insurance pool, 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 the following lines: 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 coverages. NJSIG provides claims administration, underwriting and loss control services for members.

1.3 Background for the requested proposal

The NJSIG Claims Department handles a variety of automotive, general liability, property and workers' compensation claims. A third-party administrator adjusts all school board liability / errors and omissions claims. The mission of the Claims Department is to effectively adjust and resolve claims made against NJSIG member insureds. In the course of this mission, the Claims Department requires Outside Counsel to represent the interests of NJSIG and its member insureds in Subrogation and Recovery Litigation and Insurance Coverage matters. The Claims Department is supported by the Legal Department. In addition, as a public entity insurance group, NJSIG must deal with the issues that face joint insurance funds of commensurate size and scope.

1.4 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 RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ. Each question should begin by referencing the RFQ 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 RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the cover sheet. Any questions received after that date will not be accepted. Addenda to this RFQ, if any, will be posted on the NJSIG website.

1.5 Addenda

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by addendum. Any addendum to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ. All RFQ 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 RFQ 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.

1.6 Proposer responsibility

The proposer assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFQ. 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 RFQ.

1.7 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 RFQ.

1.8 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. Because NJSIG proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the Letter of Intent to Award is issued.

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 RFQ, the proposer waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to NJSIG cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information. All proposals, with the exception of information determined by NJSIG or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with NJSIG to inspect proposals received in response to this RFQ.

1.9 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.

1.10 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.

1.11 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.

1.12 HIPAA and BBA compliance

The proposer shall, at all times, in performance of this contract, ensure that it maintains compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Balanced Budget Act (BBA) of 1997 governing the protection of patient information. Such regulatory compliance shall include the erasure and deletion of all personal, confidential information that may be contained on all personal computers and their drives prior to the disposal, or any other disposition that may be required, of such informational technology equipment as per requirements as set forth by the US Department of Defense (DoD) 5220.22-M Standard.

2 Definitions

2.1 General definitions

Addendum – Written clarification or revision to this RFQ 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.

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

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

Director – Executive Director, NJSIG.

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 RFQ.

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

Request for Qualification (“RFQ”) – This document which establishes the qualifications and contract requirements and solicits statements of qualifications 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.

2.2 RFQ objective

NJSIG’s objective with this RFQ is to identify law firms to represent the interests of NJSIG in pre-litigation and litigated matters. Firms are invited to submit a proposal to serve as Outside Counsel in one or more of the following areas:

- Subrogation and Recovery Litigation (C-2017-0006):
 - Subrogation and Recovery Litigation includes, but is not limited to, pursuing contractual, common-law and statutory subrogation actions on behalf of NJSIG and its member insureds. The underlying factual basis

for these subrogation actions range from premises liability, automotive liability, employment actions, discrimination and civil rights violations.

- Insurance Coverage Counsel and Litigation (C-2017-0007):
 - Insurance Coverage Counsel and Litigation includes, but is not limited to, advice, negotiations and litigation with any other party in matters arising from claims under any contract of insurance, reinsurance or excess insurance to which NSJIG is a party and for which a claim is being asserted against NJSIG, or NJSIG is asserting a claim.

- Joint Insurance Fund Counsel (L-2017-0001):
 - Joint Insurance Fund Counsel includes, but is not limited to, advice, negotiations and litigation on all legal matters that may arise for a joint insurance fund of a size and scope commensurate with that of NJSIG. This includes, but is not limited to, representing and providing advice to NJSIG and its Board of Trustees on matters arising under the Public School Contracts Law (“PSCL”), N.J.S.A. 18A:18A-1, et seq.; Open Public Records Act (“OPRA”); N.J.S.A. 47:1A-1, et seq.; Open Public Meetings Act (“OPMA”); N.J.S.A. 10:4-6, et seq.; Fair Labor Standards Act of 1938 (“FLSA”), 29 U.S.C. § 201, et seq.; Consolidated Omnibus Budget Reconciliation Act (“COBRA”) amendments to Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. §§ 1161-1168; Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12101, et seq.; Family and Medical Leave Act of 1993 (“FMLA”), 29 U.S.C. § 2601-2619; New Jersey Family Leave Act (“NJFLA”), N.J.S.A. 34:11B-1, et seq.; New Jersey Tort Claims Act (“NJTCA”), N.J.S.A. 59:1-1, et seq.; the New Jersey Civil Rights Act (“NJCRA”), N.J.S.A. 10:6-1, et seq.; 42 U.S.C. § 1983; New Jersey Law Against Discrimination (“NJLAD”), N.J.S.A. 10:5-1, et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e), et seq.; and Age Discrimination in Employment Act (“ADEA”), 29 U.S.C. § 623(a).

A separate submission is required for each Outside Counsel designation a firm wishes to be considered for. Failure to submit separate statements of qualifications is grounds for rejection of a statement of qualifications.

3 Scope of work

In accomplishing its work, NJSIG requires assistance from Outside Counsel to represent its interests. As a result, NJSIG intends to award Professional Services Agreements to one or more firms to serve as Outside Counsel under the direction and control of the Claims Manager and Chief Legal Officer. The number of firms receiving specific awards will be determined after evaluation of Responses received. The services to be provided are those customarily provided by such Outside Counsel to a governmental entity of a size and scope commensurate with that of NJSIG.

Once the appointment for Outside Counsel has been approved by the NJSIG Board of Trustees and a NJSIG Professional Services Agreement has been executed by the Firm and NJSIG, NJSIG retains the right for NJSIG to assign a particular matter or project to the Firm that NJSIG determines is the most qualified for or appropriate to do the work.

The responsibilities of Outside Counsel shall include representation, advice and assistance with respect to any assigned matters involving:

- Subrogation and Recovery Litigation (C-2017-0006);
- Insurance Coverage Counsel and Litigation (C-2017-0007); and,
- Joint Insurance Fund Counsel (L-2017-0001):

It is anticipated that one or more firms will be selected to serve as Outside Counsel. Service expectations of Outside Counsel include, but are not limited to the following:

- Representation, advice and assistance with respect to all of the above listed matters involving NJSIG;
- A thorough understanding of the NJSIG Professional Services Agreement;
- All correspondence generated by Outside Counsel's office, must be typewritten, concise, cohesive, accurate and grammatically correct; and,
- Outside Counsel is expected to coordinate its activities with designated NJSIG staff to aggressively defend the NJSIG's interest in all assigned matters.

Because of the qualitative nature of legal representation this scope of work is merely demonstrative, and is not intended to be a comprehensive list of all required receivables for Outside Counsel.

3.1 Terms of Engagement

The term of the Outside Counsel designation made pursuant to this RFQ will be for one year (twelve months). If selected, firm(s) will be required to provide the following Services:

- Provide competent legal counsel and advocacy;
- Understand and be responsive to NJSIG's goals for assigned work and be able to complete the assigned matters to achieve those goals, consistent with your firm's ethical obligations;
- Provide NJSIG with periodic updates regarding staff changes to include deletions and additions to staff and their designation within the firm;
- Provide NJSIG with information which would materially affect the ability of the Firm to properly represent NJSIG immediately as known;
- Accept assignments through an Agreement for Professional Services that will specify the work to be performed and term;
- Provide required resources in order to support the work assigned;
- Accomplish the assigned work in a manner that is efficient with respect to time, staffing and costs;
- Maintain professional relationships and work with the NJSIG Claims and legal Departments, other NJSIG staff, third-parties as designated and insurance administrators if directed, as part of a team, including providing needed reports, briefings to NJSIG's Executive Staff, committees, and/or other staff, as directed by NJSIG and as set forth in the Agreement for Professional Services and maintain open communication and accessibility to all concerned;
- Invoice NJSIG for services rendered and agree to be subject to audit without notice;
- Meet with the Claims Manager and Chief Legal Officer, or other NJSIG staff to discuss the budget for matters as requested;

- Meet with the Claims Manager and Chief Legal Officer and other staff annually to review matters assigned and other topics related to the Firm's performance under the Agreement. NJSIG anticipates that such meetings will last no more than two (2) hours and will, therefore, only pay for time in excess of that amount. NJSIG will not pay for meeting preparation time.

If deemed appropriate and cost-effective, NJSIG may decide to allow current Outside Counsel to continue their representation with respect to pending matters or projects. This will be determined on a case by case basis. All affected Outside Counsel will be advised of this decision by the Claims Manager and Chief Legal Officer in writing. To continue said representation, current Outside Counsel must agree that the terms and conditions set forth in this RFQ apply and execute an updated NJSIG Professional Services Agreement.

Except in those instances as set forth above, upon completion of the selection process described herein, any and all pre-existing designations of Outside Counsel in the practice areas that are the subject of this RFQ will expire. Any Outside Counsel currently designated as Outside Counsel who seeks to be eligible for future retentions in the practice areas that are the subject of this RFQ in accordance with the directions set forth within this RFQ.

3.2 Fees

NJSIG will engage Outside Counsel at the following rates:

1. Subrogation and Recovery Litigation (C-2017-0006);
 - a. Fixed Fee:
 - i. Twenty-eight (28) percent on the first \$250,000 recovered;
 - ii. Twenty-five (25) percent on the next \$750,000 recovered; and,
 - iii. Twenty (20) percent on all amounts recovered in excess of \$1,000,000.
2. Insurance Coverage Counsel and Litigation (C-2017-0007):
 - a. Hourly:
 - i. Partner(s): \$215.00 per hour;

- ii. Associate(s): \$145.00 per hour;
 - iii. Legal Assistant(s)/Paralegal(s): \$75.00 per hour;
 - b. Fixed Fee:
 - i. Firms are invited to submit proposals.
- 3. Joint Insurance Fund Counsel (L-2017-0001):
 - a. Hourly:
 - i. Partner(s): \$215.00 per hour;
 - ii. Associate(s): \$145.00 per hour;
 - iii. Legal Assistant(s)/Paralegal(s): \$75.00 per hour;
 - b. Fixed Fee:
 - i. Firms are invited to submit proposals.

The above listed billing rates are not negotiable. Fixed fee proposals will only be accepted where designated. NJSIG reserves the right to review and adjust submitted invoices as it deems appropriate.

3.3 Submission of Invoices for Payment

All invoices submitted by Outside Counsel may be submitted by NJSIG to a third party for review and payment. The invoices will be reviewed by NJSIG staff for accuracy and compliance with the RFQ and the NJSIG Professional Services Agreement.

3.4 Consultants and Experts

Consultants and Experts may only be retained by Outside Counsel with the written consent of the Claims Manager, Chief Legal Officer or their designee. The specific

terms of said engagement, including but not limited to scope of work, hourly rate and estimate of amount to be authorized, must be specifically agreed to by the Claims Manager or Chief Legal Officer. If such consent is not obtained, NJSIG reserves the right to deny reimbursement for said costs.

3.5 Expenses

NJSIG will reimburse for the following expenses:

- Photocopies at \$.08 per page or the Firm's actual cost if lower. The actual number of copies must be reflected on the invoice. Photocopying costs exceeding \$500.00 for a single job must be authorized in writing in advance by NJSIG;
- Postage (actual postage costs only, no surcharges or fees) NJSIG will reimburse for couriers and overnight mail only when absolutely necessary;
- Attorney travel time will be billed at half the applicable hourly rate. Attorney travel time will be billed from the closer of the firm's office or the attorney's home to the destination. Travel time must be clearly indicated on the invoice or the attorney's home;
- Parking and tolls;
- Additional expenses may be approved by NJSIG in extraordinary circumstances. Such approval must be received before said expenses are incurred.

NJSIG will not reimburse for the following expenses:

- Fax charges or scanning charges;
- Courier charges (unless there is prior approval);
- In-house courier charges;
- Case management legal education for any personnel;
- Computerized legal research costs;

- Library usage (including book purchases or subscriptions) or library staff time;
- Law office staff overtime;
- Cell phone or other telephone charges;
- Rent;
- Conference rooms;
- Equipment rental;
- Office supplies;
- Books and publications;
- Meals;
- Cabs and/or car services;
- Non-attorney or non-paralegal staff charges;
- Summer interns or legal interns;
- Any surcharge over actual costs;
- Mileage;
- Travel time to meetings at NJSIG locations;
- Billing inquiries, including time spent by attorneys or other staff in preparing or discussing and preparing bills;
- Secretarial work or word processing time; this would include, but not be limited to, filing, typing/editing of memoranda and copying;
- Maintenance of a calendar or tickler system;

- Scheduling correspondence (availability of a witness, expert, IME...);
- Investigating conflicts, whether actual or potential;
- Preparation of budgets;
- General, diary or status file reviews (a review without a precipitating event);
- File reviews caused by a decision in Outside Counsel's firm to transfer the entire case or portion of a case between personnel;
- File review to add personnel or replace personnel handling a case. This includes attorney and staff time spent reviewing a matter to replace an attorney or staff on a case;
- Attorney time spent supervising or reviewing work or work product generated by a partner at the Firm. Although NJSIG will pay for attorney time spent supervising or reviewing associate work or work product, NJSIG expects that such time will be minimal, as it is contemplated that the Firm will implement appropriate quality control measures to ensure that staff with the appropriate skills are handling matters;
- Time spent preparing invoices or negotiating billing questions;
- Research on local rules or items considered basic or routine since NJSIG has retained Outside Counsel for its expertise and local experience;
- Preparation and/or review of internal memos;
- NJSIG will not pay for the attendance of more than one (1) attorney at a meeting, whether internal or external, unless prior approval has been requested and received from NJSIG. Only one representative of a Firm shall bill for intra-office meetings or consultations;
- NJSIG will not pay for compilation of any periodic status report regarding case values. NJSIG will not pay for providing updates to NJSIG's third party

administrator or required to be provided to the Chief Legal Officer when such updates consume less than 0.3 hours;

- NJSIG will not pay for the preparation of summary reports of discovery events unless specifically requested.

The above listed billing rates are not negotiable. NJSIG reserves the right to review and adjust submitted invoices as it deems appropriate.

4 Proposal preparation and submission

4.1 Method of submission of proposal

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

Request for Qualification Number _____
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.

4.2 Effect of submission of proposal

Submission of a proposal will not bind or otherwise obligate NJSIG to retain the Firm for legal services. Designation as Outside Counsel will not bind or otherwise obligate NJSIG to retain the Firm for legal services. Inclusion on the list of designated Outside Counsel will not bind or otherwise obligate NJSIG to retain the Firm for legal services. Execution of a Professional Services Agreement will not bind or otherwise obligate NJSIG to retain the Firm for legal services.

4.3 Time for submission of proposal

In order to be considered for award, the proposal must be received by NJSIG at the appropriate location 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.

4.4 Mandatory contents of proposal

The proposal should be submitted in one volume and that volume divided into seven (7) sections with tabs (separators), and the content of the material located behind each tab, as follows:

Section 1 – Forms (Section 4.5)

Section 2 – Executive summary (Section 4.6.1)

Section 3 – General Information (Section 4.6.2)

Section 4 – Fee proposal (Section 4.6.3) (optional)

Section 5 – Firm profile and experience (Section 4.6.4)

Section 6 – Qualifications and Experience (Section 4.6.5)

Section 7 – Other Qualification Information (Section 4.6.6)

4.5 Forms

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 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.

4.5.5 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.

4.5.6 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.

4.5.7 Affirmative action

The proposer is required to comply with the requirements of N.J.A.C. 17:27, 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.

4.5.8 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.

4.6 Technical proposal

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

4.6.1 Executive summary

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

4.6.2 General Information

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

All portions of this RFQ 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 4.4, must be complied with in order for the Response to be considered responsive to this RFQ 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 RFQ 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 firm or other evidence of financial stability of your Firm for the past three (3) years.

4.6.3 Fee proposal (optional)

A fee proposal based on a term of no more than 12 months. While NJSIG's fixed rates are set forth above, NJSIG invites proposers to assess the needs expressed and offer alternative pricing proposals in addition to the fixed hourly rates where designated above. Before putting forth any alternatives, please confirm that such

alternatives are permissible for joint insurance funds and public entities operating in the State of New Jersey.

4.6.4 Firm profile and experience

- Indicate the date your Firm was established.
- Describe the legal services provided by your Firm.
- Describe your Firm's specialty(s) and/or area(s) of expertise.
- Identify the number of employees in your Firm (licensed attorneys; legal support staff; other support staff). Indicate any special training or experience members of your Firm possess that may assist in providing the requested legal services.
- Describe the participation of women and minorities in your Firm. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of your Firm that is owned by women and by minorities.
- Provide a description of your Firm's presence in New Jersey. Note the location of each office, the number of attorneys resident in each office, whether they are partners or associates and whether attorneys not licensed in the State of New Jersey will be assigned to provide any of the requested legal services if your Firm receives a prequalification designation pursuant to this RFQ.
- Identify any public entities, boards of education, educational service commissions, charter schools, or other school entities represented by your Firm during the last five (5) 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 Firm on that matter. Also provide a list of the amount of billable hours your Firm has expended in the practice areas you have represented the aforementioned entity. A good faith estimate of billable hours will suffice. (Please separate the list by practice area).

- Identify any public entities before or against which your Firm has regularly appeared on behalf of other clients (Please note that NJSIG, as a public entity, is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See R.P.C. 1.7(a) and R.P.C. 1.7(b)(2)). Limit your response to the past ten (10) years.
- Identify any governmental entities, agencies, authorities or political subdivisions, that your Firm represents or has represented. Include the time period during which your Firm represented each such entity and the nature of the work performed. Limit your response to the past ten (10) years.
- Indicate the amount of professional malpractice insurance coverage which you carry, the amount of any self-retention and the name of the carrier.
- Identify any conflict of interest (actual or perceived) that may arise if your Firm is designated as Counsel. Please note Counsel have a continuing obligation to disclose to NJSIG any actual or potential conflicts. Additionally, retained Counsel must agree not to undertake any future representation that might result in the disclosure of NJSIG's work product to potential or actual adversaries of NJSIG. Include any pending litigation in which you are involved which may directly or indirectly affect your ability to assist NJSIG in any matter.
- Describe your Firm's approach to maintaining responsive communication with NJSIG and keeping NJSIG informed of problems and progress.
- Provide a representative listing of your Firm'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 Firm.

4.6.5 Qualifications and Experience

- Please indicate what percentage of your Firm's practice is in the subject area.
- Describe your Firm's experience in the subject area, as the case may be, since 2010, including any significant outcomes.

- State the qualifications and experience of the particular attorneys proposed to staff the work assigned. For each member of your Firm that would be involved in handling the practice area for which your firm is requesting to be considered, provide a detailed resume including information as to :
 - Education, including advanced degrees;
 - Years and jurisdictions of admission to practice;
 - Number of years engaged in the designated practice area;
 - General work experience;
 - Any professional distinctions in the practice area (e.g. certifications in practice area, teaching experience, etc.);
 - Area(s) of specialization;
 - Office location of the attorney.

- As to the members of your Firm who would be involved in handling a matter as Counsel, describe the role each would play and the approximate percentage of the work each would perform. Indicate the senior attorney in charge thereof and what percentage he/she will be responsible for on the billable workload of the assigned legal mater. Please provide reasonable estimates.

4.6.6 Other Qualification Information

- Identify all adverse determinations against your Firm or any of its partners, associates or employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints of any kind under any local, State or Federal laws, regulations, court rules, or Rules of Professional Conduct.

- Identify and describe in detail any indictments, convictions or civil offenses arising directly or indirectly from the conduct of business by your Firm or any of its partners, associates, employees or agents. To the extent that the Firm cannot provide the Affidavit of Moral Integrity, it must provide a detailed explanation, as part of its Response.

- Identify any material arrangements, relationships, associations, employment or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if your Firm acts as Outside Counsel for NJSIG.
- Include three (3) references that can attest to the qualifications of your Firm as set forth in the Response to this RFQ.

5 Special contractual terms and conditions

Insurance

Outside Counsel representing NJSIG are expected to maintain legal malpractice insurance coverage that is reasonable and prudent. Every year, Outside Counsel shall promptly provide the Claims manager with copies of any applicable policies required under this section. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Claims Manager.

Termination

NJSIG may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the Firm. The Firm may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice. In the event that this agreement is terminated, NJSIG reserves the right to allow assigned matters to remain with the firm to completion, or to reassign the matters to alternate Outside Counsel.

Payment

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

Independent Contractor Status

The Firm at all times shall be an independent contractor, and employees of the Firm 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.

Arbitration

Any unforeseen disputes arising under this agreement which cannot be settled between the two parties will be submitted to the American Arbitration Association (AAA) for arbitration at a location in the State of New Jersey in front of a single arbitrator appointed by the AAA. The two parties agree that arbitration by the AAA will be final and binding resolution and the prevailing party shall be entitled to recover reasonable attorney fees in such suit or action, including any appeal.

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 to resolve any disputes that arising under this agreement that are not encompassed with Section 0.

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 Firm shall not assign this Agreement without the specific written consent of NJSIG.

Proprietary Information

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

News Releases

The Firm 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

Designation as Outside Counsel does not constitute an endorsement by NJSIG. The Firm shall not promote or advertise its designation as Outside Counsel without first obtaining the prior written consent of the Executive Director of NJSIG. The Firm 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 Executive Director of NJSIG.

Ethics

The Firm shall not provide any NJSIG employee, NJSIG employee family member, NJSIG Board of Trustee member, or NJSIG Board of Trustee family 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 the decision making of a NJSIG employee or Board of Trustee member.

Be Mindful of School Ethical Guidelines. When hosting or traveling with School personnel, please bear in mind that School employees are bound by strict ethical guidelines and cannot accept gifts of any kind from Outside Counsel.

Licenses and Permits

The Firm shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Firm 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.

Affirmative Action Supplement

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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, 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.

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, 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; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1, et seq.

6 Proposal evaluation

6.1 Selection criteria

NJSIG will evaluate each Proposal submitted and at its discretion. Negotiations and award of the contract will be to the firm or firms 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 reject, for any reason, any and all Proposals and components thereof and to eliminate any and all proposers responding to this RFQ from further consideration for this Project.
- To eliminate any firm 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 RFQ.
- 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 RFQ.
- To conduct investigations of any or all of the proposers 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 negotiate an acceptable fee with the most qualified firm.
- 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 firms submitting proposals will be evaluated based on each individual proposal submitted based upon the criteria set forth below. Firms may be requested to make oral presentations to NJSIG. If requested to make a presentation each firm’s proposed project manager must take part in the presentation. However, NJSIG may award based on the initial Proposals received without discussion with the firms. If oral presentations are required, they will be scheduled after the submission of Proposals. Firms will not be compensated for making the presentation.

Each Proposal must satisfy the objectives and requirements detailed in this RFQ. 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, %
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<p>1. Technical Criteria</p> <ul style="list-style-type: none"> a. Does the proposer’s proposal demonstrate a clear understanding of the scope of work and related objectives? b. Is the proposer’s proposal complete and responsive to the specific RFQ requirements? c. Has the past performance of the proposer’s proposed methodology been documented? d. Does the proposer’s proposal use innovative technology and techniques? e. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used? 	<p>To be announced</p>
<p>Management Criteria</p>	
<ul style="list-style-type: none"> 1. Project management: <ul style="list-style-type: none"> a. How well does the proposed scheduling timeline meet the contracting unit’s needs? b. Is there a project management plan? 2. History and experience in performing the work: <ul style="list-style-type: none"> a. Does the proposer document a record of reliability of timely delivery and on-time and on-budget implementation? b. Does the proposer demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance? c. Does the proposer document industry or program experience? d. Does the proposer have a record of moral integrity? 	<p>To be announced</p>

<p>3. Availability of personnel, facilities, equipment and other resources:</p> <ul style="list-style-type: none"> a. To what extent does the proposer rely on in-house resources vs. contracted resources? b. Are the availability of in-house and contract resources documented? <p>4. Qualification and experience of personnel:</p> <ul style="list-style-type: none"> a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? b. Does the proposer make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments? c. Does the proposer demonstrate cultural sensitivity in hiring and training staff? 	
<p>Cost Criteria</p>	
<p>1. Cost of goods to be provided or services to be performed:</p> <ul style="list-style-type: none"> a. Relative cost: How does the cost compare to other similarly scored proposals? b. Full explanation. Is the price and its component charges, fees, etc. adequately explained or documented? <p>2. Assurances of performance:</p> <ul style="list-style-type: none"> a. If required, are suitable bonds, warranties, or guarantees provided? b. Does the proposal include quality control and assurance programs? <p>3. Proposer's financial stability and strength:</p>	<p>To be announced</p>

<p>a. Does the proposer have sufficient financial resources to meet its obligations?</p>	
<p>Service to Public Entities in the State of New Jersey</p>	
<p>1. Evaluation will include the proposed Firm’s experience in representing public sector clients in the identified practice areas as well as the Firm’s detailed descriptions of its experience in providing services similar to the Scope of Services set forth in Section 3 and shall consider the following information:</p> <ul style="list-style-type: none"> a. Specific list (identifying clients, names of projects, locations and owners) of applicable work your Firm has been responsible for and associated with; b. Capabilities of personnel available in your Firm in the areas that specifically apply; and, c. Summaries or brief descriptions of projects performed by the Respondent(s) that are related to the requirements of this RFQ. Limit those descriptions to those most relevant to this RFQ and those that are most representative of the Firm’s capabilities. <p>2. Client References</p> <ul style="list-style-type: none"> a. The references should include a short description of the project, the agency and address and a contact person. A minimum of three (3) references must be supplied. <p>3. Overall Knowledge, Qualifications and Experience of Attorneys in the Practice Area as well as the Overall Knowledge of New Jersey Law</p> <ul style="list-style-type: none"> a. Evaluation will include qualifications and relevant experience of key personnel; particularly those involved in day-to-day legal responsibilities. Consideration will be given to recognized abilities and qualifications of key personnel including, as NJSIG deems necessary, individual 	<p>To be announced</p>

attorneys' backgrounds; detailed resumes must be included, as well as their anticipated functions and responsibilities in performing the Services.	
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6.2 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 Professional Services Agreements to one or more firms to serve as Outside Counsel, as a result of this solicitation resides with the NJSIG Board of Trustees.

6.3 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.

7 Contract award

The evaluation committee will rank proposals based on the criteria set forth in Section 6, and will recommend to the NJSIG Board of Trustees for designation as Outside Counsel the firms whose proposals the evaluation committee finds best meet the evaluation criteria. A firm selected pursuant to this RFQ for designation as Outside Counsel will then be permitted to represent NJSIG once a NJSIG Professional Services Agreement has been executed. However, the Outside Counsel designation is not a retention for a specific matter, and does not entitle a firm to be retained for a specific matter. The terms and conditions set forth in this RFQ and the NJSIG Professional Services Agreement shall be the terms and conditions of the Outside Counsel designation.

The resolution designating firms as Outside Counsel will be posted to the NJSIG website.

7.1 Retention Letter

A firm may not represent NJSIG unless it also executes a retention letter for a specific matter or class of matters. A firm selected as Outside Counsel may, from time to time, be contacted by NJSIG for retention on a specific matter. At that time, if the firm agrees to the retention, the firm will receive a retention letter to countersign. The terms and conditions set forth in this RFQ and the NJSIG Professional Services Agreement shall be included in the additional terms and conditions in the Retainer Letter. In accepting retention on a specific matter, Outside Counsel also agrees to the terms and conditions set forth in the NJSIG Professional Services Agreement as they exist at the time of the retention.

8 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.

9 Exhibits

9.1 Affidavit of Moral Integrity

9.2 Disclosure of Investigations and Other Actions Involving Proposer

9.3 Disclosure of Investment Activities in Iran

9.4 Ownership Disclosure Form

9.5 Non-collusion Affidavit

9.6 Subcontractor Utilization Plan

Exhibit

9.1

New Jersey Schools Insurance Group

Affidavit of Moral Integrity

RFQ 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

9.2

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

RFQ 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

9.3

New Jersey Schools Insurance Group
Disclosure of Investment Activities in Iran

RFQ 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.

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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

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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

9.4

New Jersey Schools Insurance Group

Ownership Disclosure Form

RFQ 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

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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

9.5

New Jersey Schools Insurance Group

Affidavit of non-collusion

RFQ 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

9.6

New Jersey Schools Insurance Group

Subcontractor Utilization Plan

RFQ 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: _____