



New Jersey Schools Insurance Group
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www.njsig.org

Request for proposal: C-2017-0010

For: Workers' compensation
managed care services

Event	Date
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Questions regarding the RFQ due:	7/28/2017
Answers regarding the RFQ posted:	8/4/2017
RFQ proposals due:	8/18/2017
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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 proposers interested in providing workers’ compensation managed care 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 competitive contracting under the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq. This solicitation is specifically seeking proposals from qualified organizations that desire to provide workers’ compensation managed care services for NJSIG, 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 coverage. NJSIG provides claims administration, underwriting and loss control services for members.

1.3 Background for the requested proposal

NJSIG seeks to engage an organization to provide workers' compensation managed care services that can arrange for the provision of appropriate and high quality medical care for injured workers of insureds. Currently, NJSIG manages its workers' compensation program using a hybrid outsourced model. Under this model NJSIG performs the following functions:

- Provides primary program administration and oversight;
- Determines compensability;
- Manages disability and lost time payments;
- Manages litigation;
- Interfaces with members on return-to-work programs;
- Manages a contract with a managed care organization ("MCO").

The managed care organization ("MCO") supports NJSIG's operations by providing:

- A team of professional nurse case managers dedicated to NJSIG workers' compensation claims;
- A contracted provider network with discounts on service fees;
- Medical claim management including protocol-based utilization review;
- An interface with medical care providers on claimant return-to-work program components;
- Repricing, adjudication and payment of provider bills with NJSIG reimbursement of provider payments;
- Electronic access by NJSIG to all provider maintained, employee claimant medical records.

The following table illustrates the past levels of NJSIG workers' compensation claim activity in which managed care was utilized:

NJSIG Workers' Compensation Program Claim Activity 2014 to 2016		
Year	Reported Medical Only Claims with managed care	Reported Lost Time Claims with managed care
2014	3,365	850
2015	3,288	789
2016	3,350	707

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 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. Addenda to this RFP, 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 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.

1.7 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 RFP.

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 RFP, 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 RFP.

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.

2 Definitions

2.1 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 proposalding 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.

2.2 Contract specific definitions

MCO – Managed care organization.

Nurse case manager – A professional that at a minimum is a licensed registered nurse experienced in managing workers’ compensation claims. Nurse case manager caseloads should be between 50 and 75, but shall not in any event exceed 100.

PPO – Preferred provider organization.

Run-off – Existing workers’ compensation claims that NJSIG has assumed responsibility for from an organization or program.

2.3 RFP objective

The objective of this RFP is to identify a proposer that will provide a managed care program that:

- Is certified by the Department of Banking and Insurance as a workers' compensation managed care organization approved by DOBI in accordance with N.J.A.C. 11:61, et seq.
- Will provide a dedicated team of professional nurse case managers to handle NJSIG workers' compensation lost time claims;
- Has a DOBI certified provider network access for all compensable medical claims medical management of claims including a provider program to support claimant return to work;
- Medical bill repricing for all NJSIG workers' compensation medical only and lost time claims.

NJSIG reserves the right to hold any claims in-house.

3 General / Scope of work

The proposer shall provide workers' compensation managed care services to NJSIG insured's employees receiving benefits compensable under the State of New Jersey's Workers' Compensation Act.

The proposer shall provide the following services:

- 1) Obtain certification as a MCO in the State of New Jersey by the Department of Banking and Insurance;
- 2) Ensure capacity to provide managed care services for all NJSIG workers' compensation claims;
- 3) Provide managed care services for all workers' compensation claims reported on and after the effective date of this contract;
- 4) Loss intake and first report of injury for all NJSIG workers' compensation claims including a 24/7 availability 1-800 telephone number for reporting of these claims and to direct employees to an appropriate network provider if care is needed;
- 5) Provide NJSIG direct access to a representative who will be available for consultation through phone and email;

- 6) Ability to report reporting of loss intake information to NJSIG via electronic data interchange, facsimile transmission or secure electronic mail;
- 7) Repricing and negotiation of provider bills with NJSIG payment of the repriced provider bills for all medical only and lost time claims from the date the claim is opened until the closure of the claim. The MCO must also respond to any inquiries for an explanation of benefits or payments;
- 8) Should a proposer other than the current provider be successful, then that proposer must have the ability to migrate NJSIG's claim data from the current provider to their system, and must have the ability to handle all run-off claims;
- 9) Assignment of a professional nurse case manager to each lost time claim who will handle each lost time claim from the date the claim is opened until the closure of the claim;
 - a. Secure real-time access to the managed care treatment plan is required, including, but not limited to:
 - i. physician narrative reports;
 - ii. physician office notes;
 - iii. hospital treatment records;
 - iv. operative reports;
 - v. anesthesiology/pain management reports;
 - vi. diagnostic studies, including, but not limited to:
 1. x-ray reports;
 2. magnetic resonance imaging (MRI) results;
 3. electromyography (EMG) results;
 4. electrocardiogram (EKG) and nerve conduction study results;

- vii. physiotherapy notes, psychiatric/psychological records, and any notes of the individual, assigned by the proposer, responsible for authorizing treatment, determining reasonableness of the treatment frequency of treatment, e.g.

10) On each lost time claim, the proposer shall provide a program for working with network providers on a claimant's return-to-work;

11) Monthly updates regarding the status of all handled claims, including in-person meetings if necessary.

12) All proposers must also detail their disaster recovery and continuity of service plans.

A questionnaire regarding the proposer's PPO network and nurse case management are attached to this RFP and must be completed for a proposal to be considered responsive.

A physical copy of the sample medical bill review must be requested from NJSIG. By requesting a copy of the sample medical bill review, the requestor agrees to abide by all applicable laws and regulations governing the use of de-identified records, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and 45 C.F.R. 164.514. Failure to complete the sample medical bill review may result in a reduction of the proposers score.

3.1 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 secure transmission of all personal, confidential information, and 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.

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 Proposal Number C-2017-0010
New Jersey Schools Insurance Group
6000 Midlantic Drive
Suite 300 North
Mount Laurel, NJ 08054

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

4.2 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 and time.

4.3 Mandatory contents of proposal

The proposal should be submitted in one volume and that volume divided into three (3) sections with tabs (separators), and the content of the material located behind each tab, as follows:

Section 1 – Forms

Section 2 – Technical Proposal

Section 3 – Organizational Support and Experience

4.4 Forms

4.4.1 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.

4.4.2 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.

4.4.3 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.

4.4.3.1 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.

4.4.4 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.

4.4.5 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.

4.4.6 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.

4.4.7 New Jersey Election Law Enforcement Commission

Proposer 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 Proposer receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Proposer’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.

4.4.8 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.

4.5 Technical proposal

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

- a. A fee proposal – based on a term of no more than 72 months (five years).
- b. For purposes of accurate proposal comparison, and ease of administration, NJSIG requires that fee proposals be stated on the following basis:
 - i. Flat fees.

Flat fee for a single medical only claim	Flat fee for a single lost time claim	Flat fee for a single “run-off” claim
\$	\$	\$

- ii. Any additional fees.
 - iii. NJSIG invites proposers to assess the needs expressed and offer alternative pricing proposals in addition to standard method required above. Before putting forth any alternatives, please confirm that such alternatives are permissible for Joint Insurance Funds and Public Entities operating in the State of New Jersey.
- c. An executive summary of not more than three pages identifying and substantiating why the proposer is best qualified to provide the requested services.
 - d. A staffing plan listing those persons who will be assigned to the engagement if the proposer is selected, including the designation of the person who would be the proposer's officer responsible for all services required under the engagement. This information should include an organizational chart specific to this proposal. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the proposer.
 - e. A description of the proposer's experience in performing services of the type described in this RFP and the attached questionnaire. Specifically identify client, size and specific examples of similarities with the scope of services required under this RFP and the attached questionnaire.
 - f. A description of resources of the proposer (i.e., background, location, experience, staff resources, other resources, etc.).
 - g. 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.
 - h. The location of the office, if other than the proposer's main office, at which the proposer proposes to perform services required under this RFP and the attached questionnaire. Describe your presence in New Jersey.

- i. Provide three references including the contact names, titles, and phone numbers to similarly situated public entity risk pools, public entities or insurance companies.
- j. 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.

4.6 Organizational Support and Experience and Financial Capability

In this Section, the proposer shall describe its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the proposer's qualifications, and capabilities to perform the services required by this RFP. The proposer should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-proposer's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual. Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP.

In order to provide NJSIG with the ability to judge the proposer's financial capacity and capabilities to undertake and successfully complete the contract, the proposer should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the proposer's most recent fiscal year. If certified financial statements are not available, the proposer should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the proposer as of, and for, the periods presented in the statements. In addition, the proposer should submit a bank reference.

If the information is not supplied with the proposal, NJSIG may still require the proposer to submit it. If the proposer fails to comply with the request within seven (7) business days, NJSIG may deem the proposal non-responsive. A proposer may

designate specific financial information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. Proposer may submit specific financial documents in a separate, sealed package clearly marked “Confidential-Financial Information” along with the Proposal. NJSIG reserves the right to make the determination to accept the assertion and shall so advise the proposer.

5 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:

INDEMNIFICATION AND HOLD HARMLESS: 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:

Workers’ Compensation: Statutory plus \$100,000/\$500,000/\$100,000 for employers’ liability:

General Liability: \$1,000,000/\$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: \$1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: \$5,000,000 Limit

It is required that, NJSIG be named as an “additional named insured” on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to NJSIG. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this

Agreement without NJSIG 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, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER. The SERVICE PROVIDER 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 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.]

SPECIAL PROVISIONS RELATING TO COMPENSATION. The compensation or service fee set forth in this Agreement includes:

All administrative staff, including support staff, necessary to perform the work required of the SERVICE PROVIDER.

Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.

In-house computer services including all software and hardware provided by the SERVICE PROVIDER for NJSIG's use, it being understood that the software and hardware is and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of NJSIG shall be the property of NJSIG and upon the request of the NJSIG Finance Committee or the Executive Director the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the NJSIG Finance Committee or the Executive Director in either hard copy or on computer tape or disk or both as the NJSIG Finance Committee or the Executive Director may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.

Furthermore, the SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from the loss of such data shall be borne by the SERVICE PROVIDER unless at the time of loss, said data was in the exclusive custody of NJSIG.

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.

LICENSURE: The SERVICE PROVIDER, along with any relevant employees, shall be licensed by the State of New Jersey, 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, 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.

AFFIRMATIVE ACTION:

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

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

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

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

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

TIME FOR PAYMENT: The SERVICE PROVIDER shall warrant that all negotiated prices for medical bills are valid for a minimum of thirty (30) days from the date the negotiated price is received by NJSIG.

RE-OPENED CLAIMS: The SERVICE PROVIDER shall not charge any fee or cost for re-opening a previously closed claim.

6 Proposal evaluation

6.1 Selection criteria for competitive contracting

NJSIG will evaluate each Proposal submitted and at its discretion. Negotiations and 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:

- a. To reject, for any reason, any and all Proposals and components thereof and to eliminate any and all proposers responding to this RFP from further consideration for this Project.
- b. To eliminate any proposer who submits an incomplete, inadequate Proposals or is not responsive.
- c. To reject all Proposals or any non-responsive Proposals.
- d. To supplement, amend, or otherwise modify this RFP.
- e. To waive any technical, or other, non-conformance of the responses, whether material or otherwise.
- f. To change or alter the schedule for any events called for in this RFP.
- g. 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.
- h. To decline to award any contract for any purpose.
- i. To abandon this procurement process at NJSIG's convenience at any time for any reason.
- j. 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.
- k. To negotiate an acceptable fee with the most qualified proposer.
- l. To consider and to award a Proposal to a public body under applicable law.
- m. 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.
- n. To award any contract subject to final adoption of all necessary authorizations.

- o. Any other right afforded NJSIG under the law.

The proposers will be ranked from highest to lowest in numerical score after evaluation based upon the criteria set forth below. The top three (3) ranked proposers with the highest numerical scores, will, after a price independent evaluation, be ranked, and 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 proposers. If oral presentations are required, they will be scheduled after the submission of Proposals. Proposers will not be compensated for making the presentation.

Cost is important to NJSIG, and NJSIG may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer or proposers and NJSIG will make the award that is in the best interest of and/or most advantageous to NJSIG based on cost and other considerations.

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, %
-----------------	------------------

Criteria	Weight, %
Technical Criteria	
<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 RFP 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? 	To be announced
Management Criteria	
<p>1. Project management:</p> <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? <p>2. History and experience in performing the work:</p> <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? 	To be announced

Criteria	Weight, %
<p>c. Does the proposer document industry or program experience?</p> <p>d. Does the proposer have a record of moral integrity?</p> <p>3. Availability of personnel, facilities, equipment and other resources:</p> <p>a. To what extent does the proposer rely on in-house resources vs. contracted resources?</p> <p>b. Are the availability of in-house and contract resources documented?</p> <p>4. Qualification and experience of personnel:</p> <p>a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?</p> <p>b. Does the proposer make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?</p> <p>c. Does the proposer demonstrate cultural sensitivity in hiring and training staff?</p> <p>5. PPO Network Criteria</p> <p>a. Composition of network;</p> <p>b. Total providers by type in network;</p> <p>c. Ability to add additional providers in network;</p> <p>d. Percent of Workers' Compensation panel physicians are board certified in New Jersey;</p> <p>e. Time frame for treatment.</p>	

Criteria	Weight, %
<p>6. Nurse Case Manager Criteria</p> <ul style="list-style-type: none"> a. Nurse case managers licensure; b. Nurse case managers experience; c. Nurse case manager case load; d. Nurse case manager team dedicated manager; e. Nurse case manager dedicated team. 	
Cost Criteria	
<ul style="list-style-type: none"> 1. Cost of goods to be provided or services to be performed: <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? 2. Assurances of performance: <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? 3. Proposer's financial stability and strength: <ul style="list-style-type: none"> a. Does the proposer have sufficient financial resources to meet its obligations? 4. Bill Review Criteria <ul style="list-style-type: none"> a. Total UCR adjustments; b. Total PPO reductions; 	<p>To be announced</p>

Criteria	Weight, %
c. Total allowed charges; d. Total net savings.	

6.2 Interview

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

7 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.

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 Sample Medical Bill Review (physical copy of the sample medical bill review must be requested from NJSIG via its website)

9.2 Nurse Case Manager Questionnaire

9.3 PPO Network Questionnaire

9.4 Affidavit of Moral Integrity

9.5 Disclosure of Investigations and Other Actions Involving Proposer

9.6 Disclosure of Investment Activities in Iran

9.7 Ownership Disclosure Form

9.8 Affidavit of Non-collusion

9.9 Subcontractor Utilization Plan

Exhibit

9.1

New Jersey Schools Insurance Group

Sample Medical Bill Review

RFP Number: _____

Proposer: _____

All proposers must participate in the bill review analysis.

Bill Review and Analysis:

1. A physical copy of the sample medical bill review must be requested from NJSIG via its website. By requesting a copy of the sample medical bill review, the requestor agrees to abide by all applicable laws and regulations governing the use of de-identified records, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and 45 C.F.R. 164.514. The sample medical bill review should be completed for a proposal to be considered responsive.
2. Review the bills for procedure coding accuracy. You may not contact the providers for additional information or reports even if they are in your network.
3. Report your bill review findings and individual EOB's for all bills reviewed in hard copy format only.
4. Summarize findings:
 - a. NJSIG Sample Number;
 - b. Total UCR reductions;
 - c. PPO reductions;
 - d. Total allowed charges; and,
 - e. Total net savings.

New Jersey Schools Insurance Group

Sample Medical Bill Review

NJSIG Sample Number	UCR reductions	PPO reductions	Total allowed charges	Total net savings
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
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28				
29				
30				
31				
32				
33				
34				

Exhibit

9.2

New Jersey Schools Insurance Group

Nurse Case Manager Questionnaire

RFP Number: _____

Proposer: _____

All proposers must complete the Nurse Case Manager Questionnaire.

1. Briefly describe your case management capabilities. Include:
 - a. location of personnel;
 - b. hours of operation;
 - c. number and types of professional staff;
 - d. information systems used, and;
 - e. the role of registered nurses and physicians in the utilization management process.
2. Describe the process for implementing your recommendations with both the medical provider and the claim staff.
3. Describe in detail how case status is reported back to the client; include time lines involved along with report samples.
4. What are the background and credentials of your nursing staff?
5. Provide representative sample resumes/CVs.

Exhibit

9.3

New Jersey Schools Insurance Group

PPO Network Questionnaire

RFP Number: _____

Proposer: _____

All proposers must complete the PPO Network Questionnaire.

1. Please provide detail on the composition of your network. Please note that we are asking for this data for all counties in New Jersey.
2. What percent of Workers' Compensation panel physicians are board certified in New Jersey?
3. Comment on the availability of your physicians to see injured/ill workers. Are they available within a specific period after referral? i.e. 24/7
4. What is the time frame for specialists? How quickly can an appointment be obtained?
5. Are you able to add additional providers at a client's request?
6. Total providers by type in your PPO Network:

Provider Type	Total Number of Providers in Network in the State of New Jersey
Urgent Care Providers (Include only GP's, Internists)	
Cardiology	
General Surgery	
Nephrology	
Neurosurgery	
Ophthalmology	

New Jersey Schools Insurance Group

PPO Network Questionnaire

Oral Surgery	
Orthopedic Surgery	
Orthopedics	
Otolaryngology	
Plastic Surgery	
Psychiatry	
Urology	
Acute Care Hospitals	
Ancillary Providers (Therapists, Psychologists)	
Pharmaceutical Services	
DME Services	
Physical Therapy (centralized scheduling?)	
Acute Care Hospitals	
Urgent Care Centers/Clinics	
Surgery Centers	
Diagnostic Imaging	
Rehab Facilities	

Exhibit

9.4

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

9.5

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

9.6

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.

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

9.7

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

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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

9.8

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

9.9

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: _____