



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

Request for proposals: U-2017-0002

## Questions regarding the RFP and Answers

September 29, 2017

Question 1: Can you please provide clarification on the “Non-Solicitation Clause” on page 25 & 26? The second half of that clause reads: “The SERVICE PROVIDER shall not solicit current NJSIG members for which they are not the broker of record in an effort to become the broker of record of that NJSIG member.” Traditionally, this non-compete has only extended to current members of the administrator’s sub fund and NJSIG clients of other sub fund administrators. Is this still the intent? Please let me know.

Answer: The intent of this provision is to promote cooperation, collegiality and educational initiatives between the sub-fund administrator(s) and other brokers. Accordingly, the language has been modified in the attached draft contract. This draft contract is subject to revisions and changes.

Question 2: The RFP states that the sub-fund administrator must agree to not solicit current NJSIG members in an effort to become the BOR for that member...Does this apply to members that only insure their Workers’

Compensation coverage with NJSIG? Are we able to BOR a member that specifically requests a change in BOR to our agency?

Answer: The intent of this provision is to promote cooperation, collegiality and educational initiatives between the sub-fund administrator(s) and other brokers. Accordingly, the language has been modified in the attached draft contract. This draft contract is subject to revisions and changes.

Question 3: As a partner organization, it is expected that each sub-fund administrator will dedicate 25% of their annual fee to providing safety and risk management services to NJSIG members....Do the following expenses count towards meeting the 25% expenditure: salaries of the administrator's staff while working on NJSIG related services, costs of hand-out material (i.e. printing, folders, etc.)?

Answer: Yes, these types of expenditures would be eligible insofar as they are related to the provision of safety and risk management services to NJSIG members.

Question 4: How will NJSIG audit the administrator's expenditures to confirm they're meeting the 25% requirement?

Answer: The sub-fund administrators shall make such records available to NJSIG as are necessary to determine whether this expectation is being met.

Question 5: Will you accept the electronic copy of the "ORIGINAL" on a thumb drive rather than a CD?

Answer: Yes.

Question 6: The RFP requires we provide an annual fee as a percentage of sub-fund net premiums...Can you supply the 2017-2018 net premiums for the BACCEIC and ERIC South sub-funds?

Answer: This information will not be available until after June 30, 2018.

Question 7: In the last paragraph of this section the RFP requests copies of audited financial statements for our organization or other evidence of financial stability of our organization for the past three years...Our company is a privately held company. What would be acceptable as "other evidence of financial stability"?

Answer: Other evidence of financial stability may take the form of a profit and loss statement or similar documentation. However, the sufficiency of a specific proposer's documentation cannot be ascertained until it has been reviewed.

Question 8: Would NJSIG be willing to sign a confidentiality agreement in order to receive our organization's financial information?

Answer: 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.

Please forward any proposed non-disclosure agreements along with a description of the information the proposer is attempting to designate as not subject to disclosure for review to [rfp@njsig.org](mailto:rfp@njsig.org).

Question 9: The first bullet point of the page requests that we identify any public entities we've serviced during the last ten years along with the entity's contact information...Our agency services numerous JIFs and HIFs throughout the State of New Jersey comprising of 500+ individual entities. Are you willing to accept an abbreviated summary of our client list with contact information provided upon request?

Answer: Yes.

Question 10: Do you require "wet" signatures for all original forms?

Answer: No.

Question 11: Can we receive a draft copy of the sub-fund contract?

Answer: Yes. See the attached draft contract. This draft contract is subject to revisions and changes.

Question 12: As a follow up to our first questions, are you suggesting that subfund manager will be precluded from competing on all current NJSIG members for any major line of coverage? Historically we have only been unable to compete for business within our subfund territory.

Answer: The intent of this provision is to promote cooperation, collegiality and educational initiatives between the sub-fund administrator(s) and other brokers. Accordingly, the language has been modified in the attached draft contract. This draft contract is subject to revisions and changes.

Question 13: As a partner organization, it is expected that each sub-fund administrator will dedicate 25% of their annual fee to providing safety and risk management (loss control) services to NJSIG members. Will the SFA be able to impute direct and indirect costs associated with the position (administrative assistants, service representatives and principals that assist in the agenda planning, topic and material development for the various group initiatives)[?]

Answer: Yes, these types of expenditures would be eligible insofar as they are related to the provision of safety and risk management services to NJSIG members.

Question 14: Only the 60 month option would line-up with the three year MOCSSIF commitment period. Can we have a 24 month option since it makes sense for our contract to expire as the resolutions expire[?]

Answer: No, NJSIG is only requesting fee proposals based on thirty-six months, forty-eight months and sixty months.

Question 15: If we use a the compensation as a % of net premium (which I think is the fairest way to do it), can the cap be as a % of the prior year's total dollar payment (maybe linking it to some inflation factor). If we are talking cap, maybe a floor should be put in as well.

Answer: Yes, the proposed maximum annual fee may be stated either as a dollar amount or a percentage.

Question 16: Sounds like the non-employee solicitation is intertwined with similar non-compete language as shown above. No problem on the employees side but shouldn't we have an "unless otherwise mutually agreed to" provision which is almost universal and we should have a reverse non-solicitation agreement protecting our employees again with the same "mutually agreed to" caveat.

Answer: Yes, accordingly, the language has been modified in the attached draft contract. This draft contract is subject to revisions and changes.

# Exhibit

9.7

## Contract

This Agreement is for the provision of sub-fund administration services by and between:

**Contractor name (“Contractor”)**  
**Contractor address line one**  
**Contractor address line two**

herein after designated as “Contractor,”

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

herein after designated as “NJSIG,” each a “Party” and collectively the “Parties.” Pursuant to this agreement, Contractor shall be responsible for delivering sub-fund administration services to the **Sub-fund name** Sub-fund, herein after designated as “the Sub-fund.”

The Parties agree on the following terms and conditions:

- 1) Background.** NJSIG is a school board insurance group, also known as a governmental risk pool, established in accordance with P.L. 1983, c. 108, that provides insurance coverage and risk management services to member school districts. NJSIG currently has seven sub-funds. Because sub-fund members share in a single workers’ compensation discount rate, they have a vested interest in the success of their sub-fund as a whole. For that reason, sub-fund members actively participate in risk management and loss control training at a sub-fund level, which helps to reduce losses. Each sub-fund is administered by an insurance brokerage firm that specializes in school insurance and risk management, and that brokerage firm acts as an extension of NJSIG in administering each of the NJSIG sub-funds. Membership in a sub-fund is determined at NJSIG’s sole discretion, in accordance with NJSIG’s bylaws and plan of risk management. While sub-fund members share in a single workers’ compensation rate, these sub-funds are not separately incorporated entities.
- 2) Term.** This contract shall commence on the Effective Date and continue for **number of** months. Either party may terminate this contract at any time with or without cause by providing the other ninety days written notice of termination.

In the event of such notice, the terms and conditions of this Agreement shall remain in effect and apply to any portion of an in progress policy year.

3) **Services.**

- a. Contractor is responsible for administering the Sub-fund in the specified geographic area. While not all NJSIG members may be a member of the Sub-fund, Contractor is required to make all safety and risk management services available to all NJSIG members located in the geographic area of the Sub-fund, notwithstanding the fact that the NJSIG member may not be a member of the Sub-fund.
- b. Contractor is responsible for providing safety and risk management (loss control) services to the Sub-fund's members:
  - i. Contractor is responsible for the planning and execution of a minimum of three educational conferences per year, with a fourth educational conference at NJSIG's request. Contractor is responsible for all costs associated with these educational conferences.
    1. These educational conferences must include courses that address issues relevant to school officials, including business administrators, superintendents, principals, facilities staff and instructional staff.
    2. These educational conferences must occur in a venue which has sufficient audiovisual resources to facilitate trainings.
  - ii. Contractor is responsible for aggregating and analyzing member loss issues and trends.
  - iii. Contractor is responsible for responding to the Sub-fund's member questions and concerns regarding insurance coverage and safety and risk management issues.
  - iv. Contractor is responsible for the performance of the Sub-fund, and must respond appropriately to member loss issues and trends.



- c. Contractor is responsible for handling communication regarding NJSIG policy and NJSIG sub-fund policy with members of the Sub-fund and the brokers of record for the Sub-fund's members:
  - i. This includes proactively identifying broker concerns and bringing these issues to NJSIG's attention for resolution.
- d. Contractor is required to be knowledgeable regarding NJSIG's coverage forms, including coverage form language and limits. Contractor is responsible for working collaboratively with NJSIG to recommend coverage form updates based on market conditions.
- e. Contractor is responsible for providing recommendations regarding the use of the Sub-fund's rate-stabilization fund and recommendations regarding safety grant allocation:
  - i. This includes organizing a committee to effectuate recommendations with regard to the Sub-fund's rate-stabilization fund and safety grant allocation. This committee must fairly represent the voice of the Sub-fund's membership.
- f. Contractor is responsible for representing the Sub-fund's membership and for acting as a communications conduit to the NJSIG Board of Trustees.
- g. Contractor is responsible for providing support services brokers within the Sub-fund to retain existing sub-fund members and acquire new sub-fund members:
  - i. Contractor is responsible for purchasing and preparing sub-fund marketing and advertising material.
- h. As a partner organization, it is expected that Contractor will dedicate 25% of their annual fee to providing safety and risk management (loss control) services to NJSIG members. Contractor shall make such records available to NJSIG as are necessary to determine whether this expectation is being met.
- i. Membership in the Sub-fund is determined at NJSIG's sole discretion.

4) **Non-exclusive.** This Agreement is non-exclusive. Other than as specifically set forth herein, NJSIG may hire other sub-fund administrators outside the scope of this Agreement without any compensation to Contractor. NJSIG may hire other contractors to perform the same work as Contractor or may conduct services on its own without involving Contractor.

a. NJSIG’s Board of Trustees has designated an organization for the provision of sub-fund administration services for each NJSIG sub-fund. These designations are set forth in the **date** resolution of the NJSIG Board of Trustees, and reiterated herein for the convenience of the parties:

i. Sub-fund administration Services (U-2017-0002):

1. Burlington & Camden County Educators Insurance Consortium (“BACCEIC”)

a. Organization: **organization name**

2. Cape May Atlantic Insurance Pool (“CAIP”)

a. Organization: **organization name**

3. Educational Risk & Insurance Consortium – North (“ERIC North”)

a. Organization: **organization name**

4. Educational Risk & Insurance Consortium – South (“ERIC South”)

a. Organization: **organization name**

5. Educational Risk & Insurance Consortium – West (“ERIC West”)

a. Organization: **organization name**

6. Monmouth Ocean County Shared Services Insurance Fund (“MOCSSIF”)

a. Organization: **organization name**

7. North Jersey Educational Insurance Fund (“NJEIF”)

a. Organization: **organization name**

5) **Fee.** Contractor shall be paid a fee on a policy year basis. NJSIG will calculate Contractor’s entitlement to a fee on a yearly basis, after the close of each policy year. The Fee is payable sixty days after the close of the NJSIG policy year for which the fee is due.

a. **Percentage fee.** Contractor’s fee for services under this agreement shall be a fee for all services provided which is inclusive of any and all services and expenses that are associated with the provision of services under this agreement for each policy year. This fee shall be the lesser of **\$maximum annual fee** or the calculated fee. The calculated fee shall be calculated as the product of (a) the Sub-fund’s eligible member contributions (premiums) and (b) Contractor’s fee percentage, as defined below.

i. Eligible member contributions (premiums) shall be calculated as the difference of (a) the Sub-fund’s members’ gross contributions (premiums) for all lines of coverage and (b) the Sub-fund’s broker commissions. Gross contributions include all of the Sub-fund’s members’ contributions (premiums), including, but not limited to, NJSIG self-insured retention contributions (premiums) and reinsurance premiums.

ii. Contractor’s fee percentage shall be **percentage**%.

**and/or**

b. **Fixed fee.** Contractor’s fee for services under this agreement shall be a firm fixed for all services provided on a policy year basis which is inclusive of any and all services and expenses that are associated with the provision of services under this agreement. This firm fixed fee 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.

i. Contractor's firm fixed fee shall be \$firm fixed fee.

6) **No Fee.** NJSIG shall owe Contractor no Fee if this agreement, or any activity pursuant to this Agreement, is determined by any Court or Agency of the State of New Jersey to have violated or contravened the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq.

7) **Non-exclusive.** This Agreement is non-exclusive. Other than as specifically set forth herein, NJSIG may hire other sub-fund administrators outside the scope of this Agreement without any compensation to Contractor. NJSIG may hire other contractors to perform the same work as Contractor or may conduct services on its own without involving Contractor.

8) **Non-solicitation.**

a. During the Term of this Agreement (including any extensions) and for the twelve (12) month period following the termination thereof, Contractor shall not, directly or indirectly, in any way for its own account or for the account of any other person, venture, firm, business, corporation or enterprise, offer employment to any employee of NJSIG or attempt to induce or entice any employee of NJSIG to leave the employ of the NJSIG, unless the Parties mutually consent otherwise.

b. During the Term of this Agreement (including any extensions), Contractor shall not, directly or indirectly, solicit current NJSIG members within the Sub-fund on lines of business which are currently placed with NJSIG for which Contractor is not the broker of record in an effort to become the broker of record on those lines of business which are already placed with NJSIG. This Agreement is made for the sole benefit of NJSIG, and is not intended to benefit any third party and is not intended to be enforceable by any third party. The rights of the Parties to modify or terminate this Agreement are not subject to the consent of any third party.

c. Contractor acknowledges that its breach of any provision of this Agreement would cause irreparable harm to NJSIG, incapable of

compensation by the award of money damages. NJSIG shall therefore be entitled to injunctive and/or equitable relief (without the necessity of proving any actual damage or that monetary damages would not afford an adequate remedy).

- d. Contractor agrees that the NJSIG may also recover from Contractor, in the event of a breach of this Section, monetary relief in the amount of all damages, costs, and expenses, including attorney's fees, incurred as a result of the breach, threatened breach and/or in the enforcement of this Section. Nothing contained herein shall be construed as prohibiting NJSIG from pursuing any other remedies available for such a breach or threatened breach.
  - e. NJSIG shall be permitted to bring and maintain an action to enforce the provisions of this Section in any Court competent jurisdiction.
- 9) **Insurance.** Contractor shall provide, at its own cost and expense, proof of the following minimum insurance written through A rated Carrier to NJSIG of workers' compensation and employers' liability insurance, as follows:
- a. Statutory workers' compensation including occupational disease in accordance with the laws of the State of New Jersey covering all Contractor employees assigned to NJSIG;
  - b. Employers' liability insurance with minimum limits of \$1,000,000.00 each accident limit for bodily injury by accident, \$1,000,000.00 policy limit for bodily injury by disease;
  - c. Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence / \$2,000,000 aggregate and errors and omissions (E&O) insurance with limits of \$5,000,000 per claim/ \$10,000,000 aggregate, covering work performed by Contractor and by Contractor employees during the term of this Agreement.
  - d. A crime policy protecting against employee dishonesty, theft, robbery, forgery and other dishonest acts on the part of Contractor and its employees, with limits not less than \$1,000,000.00.

The insurance companies selected by Contractor to provide the above coverages must be licensed, solvent and acceptable to NJSIG. Contractor shall

not take any action to cancel or materially change any of the above insurance required under this Agreement without the NJSIG's approval. Maintenance of insurance under this Section shall not relieve Contractor of any liability greater than the insurance coverage.

## **10) Compliance Information from Contractor**

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

i. Contractor's W-9;

ii. Contractor's State of New Jersey Business Registration Certificate;

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

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty

of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

iii. Disclosure of Investment Activities in Iran; and,

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

1. During the performance of this contract, 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.

- 11) **Indemnification.** Contractor 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 Contractor, its employees and agents in connection with all activities undertaken by Contractor, 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 Contractor, its affiliates and successors, shall be the responsibility of Contractor, and Contractor shall hold NJSIG harmless from same.
- 12) **Confidentiality.** All financial, statistical, personnel and/or technical data supplied by NJSIG, whether written or oral, to Contractor are confidential. Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and Contractor's suspension or debarment from NJSIG's contracting. Any attempt by another party to obtain this data must be immediately communicated to NJSIG and NJSIG will determine whether the documents are subject to release. No data may be released without consent of NJSIG.
- 13) **Ownership of Records.** All records and data of any kind relating to NJSIG shall belong to NJSIG, and shall be surrendered to NJSIG upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years from the date of final payment, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by Contractor for NJSIG during normal business hours. Furthermore, such records, books, and



files relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to Contractor by NJSIG for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, records must be made available to the state office of comptroller upon request.

- 14) **Intellectual property.** To the extent any of the following intellectual property including, but not limited to, trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing; copyrights, including all applications and registrations related to the foregoing; websites and internet domain name registrations; and, other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing), could be considered the property of Contractor, Contractor agrees to transfer ownership of the following intellectual property to NJSIG in perpetuity: New Jersey Schools Insurance Group (NJSIG); Burlington & Camden County Educators Insurance Consortium (BACCEIC); Cape May Atlantic Insurance Pool (CAIP); Educational Risk & Insurance Consortium – North (ERIC North); Educational Risk & Insurance Consortium – South (ERIC South); Educational Risk & Insurance Consortium – West (ERIC West); Monmouth Ocean County Shared Services Insurance Fund (MOCSSIF); and, North Jersey Educational Insurance Fund (NJEIF).
- 15) **Advertising.** Contractor shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of NJSIG. Contractor 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 NJSIG.
- 16) **Licensing.** Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. Contractor, along with any relevant employees, shall be licensed by the State of New Jersey, Department of Banking and Insurance as a licensed insurance major line producer, along with any other licensure required by law, and shall maintain such licensure for the duration of the contract.
- 17) **Ethics.** Contractor shall not provide any NJSIG employee, NJSIG employee family member, NJSIG Board of Trustee member, NJSIG Board of Trustee

family member, or NJSIG member any gift or thing of value that would be reasonably likely to create the perception that such a gift or thing of value would influence their decision making. Contractor, and Contractor' employees, must not take any action contrary to the interests of NJSIG and NJSIG's members for the duration of the contract. Contractor, and Contractor' employees, may not administer any other school board insurance group or joint insurance fund during the duration of the contract.

- 18) **Independent Contractor.** Contractor at all times shall be an independent contractor, and employees of contractor shall in no event be considered employees of NJSIG. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under. All Contractor employees and other individuals working on behalf of Contractor shall remain employees of Contractor, and shall in no event be considered employees of NJSIG.
- 19) **Non-assignment.** Neither party may assign their rights or responsibilities under this contract without the expressed written consent of the other. 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.
- 20) **Counter-parts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, both parties agree any reproduction of the Agreement made by reliable means (e.g., photocopy or fax) is considered an original.
- 21) **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties and supersedes any and all prior understandings, conversations, and proposals, and may not be amended, except by written agreement executed by the Parties.
- 22) **Limitation of Payments.** Contractor agrees that Contractor shall not be entitled to receive any additional or further sums of money beyond the amounts specifically set forth in this Agreement.
- 23) **No Waiver.** The failure of NJSIG to insist upon strict performance of any terms or conditions in this contract, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms and

conditions, the same shall be the remain in full force and effect with power and authority on the part of NJSIG to enforce the same or cause the same to be enforced at any time, without prejudice to the other rights which NJSIG may have against Contractor under this contract.

24)**Choice of Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws. The parties agree to submit to the jurisdiction of the courts of the State of New Jersey to resolve any disputes that arising under this.

25)**Effective Date:** July 1, 2018, however and notwithstanding, this Agreement will not become effective unless it has been fully executed and Contractor has fully complied with the “Compliance Information From Contractor” requirements set forth in Section 15 above.

**By Contractor:**

**By NJSIG:**

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_