



New Jersey Schools Insurance Group
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www.njsig.org

Request for proposal: U-2017-0003 (CAIP)
 U-2017-0004 (ERIC North)
 U-2017-0005 (ERIC West)
 U-2017-0006 (NJEIF)
For: Sub-fund administration
 services

Event	Date
RFP Posted:	12/8/2017
Questions regarding the RFP:	12/15/2017
Answers regarding the RFP posted:	12/22/2017
RFP proposals due:	1/5/2018
NJSIG Board of Trustees Approval:	To be determined
Effective Date of Contract:	7/1/2018

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

Table of Contents

1	Information for proposers	4
1.1	Purpose and intent	4
1.2	Organizational background	4
1.3	Background for the requested proposal	5
1.4	Questions regarding the requested proposal.....	5
1.5	Addenda.....	6
1.6	Proposer responsibility	6
1.7	Cost liability.....	6
1.8	Contents of proposal.....	6
1.9	Price alteration	7
1.10	Proposal errors.....	7
1.11	Joint venture.....	8
2	Definitions	8
2.1	General definitions	8
2.2	RFP objective.....	9
3	Scope of work	12
4	Proposal preparation and submission.....	14
4.1	Method of submission of proposal	14
4.2	Effect of submission of proposal	14
4.3	Time for submission of proposal	14
4.4	Mandatory contents of proposal	15
4.4.1	Fee proposal.....	15
4.5	Technical proposal	16
4.5.1	Executive summary	16
4.5.2	General Information	16
4.5.3	Organization profile and experience	17
4.5.4	Qualifications and Experience	18
4.5.5	Forms	19
4.5.5.1	Affidavit of Moral Integrity	19
4.5.5.2	Ownership disclosure form	19

4.5.5.3	Disclosure of investigations/actions involving proposer	19
4.5.5.4	Subcontractor utilization form	20
4.5.5.5	Affidavit of Non-Collusion	20
4.5.5.6	Proofs of registration that must be submitted with the proposal.....	20
4.5.5.7	Affirmative action	20
4.5.5.8	Certification of Non-Involvement in Prohibited Activities in Iran.....	21
5	Special contractual terms and conditions	21
6	Proposal evaluation	29
6.1	Selection criteria.....	29
6.2	Evaluation Committee	34
6.3	Interview	35
7	Contract award.....	35
8	Contract administration	35
9	Exhibits.....	36
9.1	Affidavit of Moral Integrity.....	36
9.2	Disclosure of Investigations and Other Actions Involving Proposer	36
9.3	Disclosure of Investment Activities in Iran	36
9.4	Ownership Disclosure Form.....	36
9.5	Affidavit of Non-collusion.....	36
9.6	Subcontractor Utilization Plan.....	36
9.7	Draft contract.....	36

1 Information for proposers

1.1 Purpose and intent

The New Jersey Schools Insurance Group (“NJSIG”) is seeking proposals from qualified organizations to provide sub-fund administration services for the Cape May Atlantic Insurance Pool (CAIP) (U-2017-0003), Educational Risk & Insurance Consortium - North (ERIC North) (U-2017-0004), Educational Risk & Insurance Consortium - West (ERIC West) (U-2017-0005) and North Jersey Educational Insurance Fund (NJEIF) (U-2017-0006) sub-funds. Your organization is invited to submit a proposal.

This solicitation is also 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. These specifications are prepared as a guide; however, these specifications are not comprehensive due to the qualitative nature of sub-fund administration services. NJSIG’s goal is to not merely find a business with which NJSIG can transact with through this solicitation, but rather a partner with which NJSIG can work with to provide the highest quality services to NJSIG’s membership.

1.2 Organizational background

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

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

By joining NJSIG, members collectively attain benefits not possible individually and pool their premiums into a common fund to be used for the benefit of all member districts. NJSIG is comprised of approximately four hundred boards of education and charter school districts, and offers members a cost-effective method of obtaining coverage for 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

In 1998, NJSIG established its first workers' compensation "sub-fund" in an effort to foster greater accountability and participation among members and garner deeper discounts through regional pooling and risk management education. 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 and premiums. NJSIG currently has seven sub-funds. 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.

On September 15, 2017, NJSIG solicited proposals for sub-fund administration services for all seven sub-funds. On November 29, 2017 the Board of Trustees for NJSIG voted to award contracts for sub-fund administration services for the Burlington & Camden County Educators Insurance Consortium (BACCEIC), Educational Risk & Insurance Consortium - South (ERIC South) Monmouth Ocean County Shared Services Insurance Fund (MOCSSIF) sub-funds. In addition, the Board of Trustees also voted on that date to reject all proposals submitted for sub-fund administration services for the Cape May Atlantic Insurance Pool (CAIP), Educational Risk & Insurance Consortium - North (ERIC North), Educational Risk & Insurance Consortium – West (ERIC West) and North Jersey Educational Insurance Fund (NJEIF) sub-funds because lowest bids substantially exceeded NJSIG's cost estimates for the services.

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

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

1.6 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 Notice of 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 must 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 Notice of 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 must 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 contractor. An amendment is not effective until it is signed by the Executive Director, or a Manager of, NJSIG.

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

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

Director – Executive Director, NJSIG.

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

2.2 RFP objective

NJSIG's objective with this RFP is to identify partner organization(s) to administer the following sub-funds:

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

~~a. Burlington and Camden Counties~~



2. Cape May Atlantic Insurance Pool (CAIP) (U-2017-0003)

a. Atlantic and Cape May Counties



3. Educational Risk & Insurance Consortium – North (ERIC North) (U-2017-0004)

b. Mercer, Middlesex, Somerset and Union Counties



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

~~a. Cumberland, Gloucester and Salem Counties~~



5. Educational Risk & Insurance Consortium – West (ERIC West) (U-2017-0005)

a. Hunterdon, Morris, Passaic, Sussex and Warren Counties



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

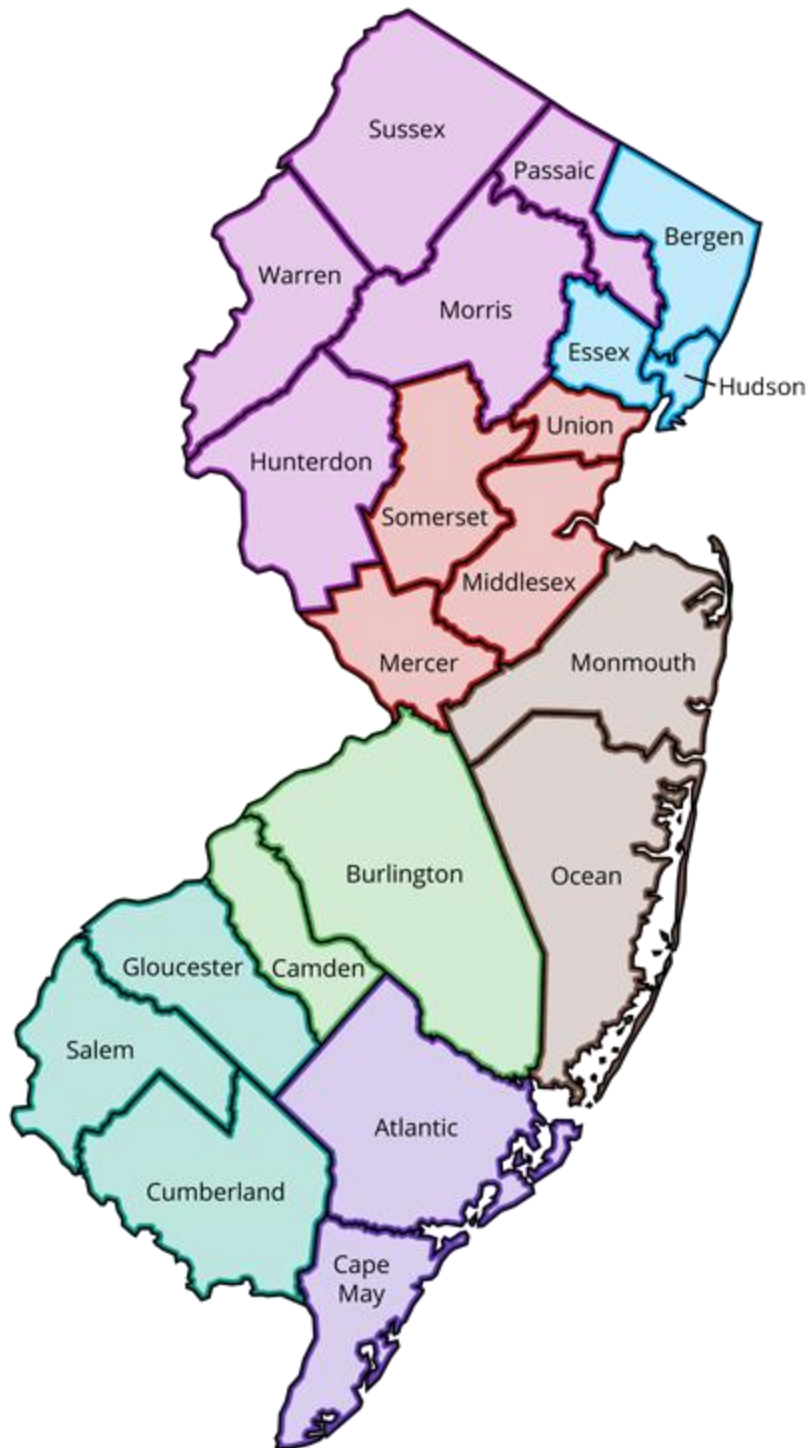
~~a. Monmouth and Ocean Counties~~



7. North Jersey Educational Insurance Fund (NJEIF) (U-2017-0006)

a. Bergen, Essex and Hudson Counties





Proposers are invited to submit a proposal to administer one or more sub-funds. A separate submission is required for each sub-fund a proposer wishes to be considered for. Failure to submit separate proposals is grounds for rejection of a proposal.

Each sub-fund administrator will be responsible for administering a sub-fund in accordance with the scope of work as set forth in Section 3.

It is NJSIG's objective through this RFP to find partner(s) with which NJSIG can work with to provide the highest quality services to NJSIG's membership.

3 Scope of work

The scope of work for sub-fund administration services includes, but is not limited, to the following:

- Sub-fund administrators are responsible for administering a NJSIG sub-fund in the specified geographic area. While not all NJSIG members may be a member of the sub-fund, the sub-fund administrator will be 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 member may not be eligible for membership in the sub-fund.
- Sub-fund administrators are responsible for providing safety and risk management (loss control) services to sub-fund members:
 - Planning and execution of a minimum of three sub-fund educational conferences per year, with a fourth educational conference at NJSIG's request. The sub-fund administrator is responsible for all costs associated with these educational conferences.
 - These education conferences must include courses that address issues relevant to school officials, including business administrators.
 - Aggregating and analyzing member loss issues and trends.
 - Respond to sub-fund membership questions and concerns regarding insurance coverage and safety and risk management issues.
 - Sub-fund administrators are responsible for the performance of their sub-fund, and must respond appropriately to member loss issues and trends.

- Sub-fund administrators are responsible for handling communication regarding NJSIG policy and NJSIG sub-fund policy with members of the sub-fund and the brokers of record for sub-fund members:
 - This includes proactively identifying broker concerns and bringing these issues to NJSIG's attention for resolution.
- Sub-fund administrators are required to be knowledgeable regarding NJSIG's coverage forms, including coverage form language and limits. Sub-fund administrators are responsible for working collaboratively with NJSIG to recommend coverage form updates based on market conditions.
- Sub-fund administrators are responsible for providing recommendations regarding the use of each sub-fund rate-stabilization fund and recommendations regarding safety grant allocation:
 - This includes organizing a committee to effectuate recommendations with regard to the sub-fund rate-stabilization fund and safety grant allocation. This committee must fairly represent the voice of the sub-fund membership.
- Sub-fund administrators are responsible for representing their sub-fund membership and for acting as a communications conduit to the NJSIG Board of Trustees.
- Sub-fund administrators are responsible for providing support services brokers within their sub-fund to retain existing sub-fund members and acquire new sub-fund members:
 - Sub-fund administrators are responsible for purchasing and preparing sub-fund marketing and advertising material. All advertising materials must be approved in writing by NJSIG.
- Sub-fund administrators must agree to not solicit current NJSIG members in an effort to become the broker of record for that member. This requirement is necessary to promote cooperation, collegiality and educational initiatives between the sub-fund administrator and other brokers.
- Sub-fund administrators, 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.

- 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.
- Sub-fund administrators must also be trusted members of the brokerage community.

Because of the qualitative nature of the partnership between NJSIG and the sub-fund administrators, this scope of work is merely demonstrative, and is not intended to be a comprehensive list of all required receivables for a sub-fund administrator. A draft contract is attached for the review of all proposers. This draft contract is subject to revisions and changes.

4 Proposal preparation and submission

4.1 Method of submission of proposal

Submit three original paper copies, clearly marked as “ORIGINAL” plus an electronic copy on disk. The proposal must be addressed to:

Request for Proposal Number U-2017-0003 / 0004 / 0005 / 0006
New Jersey Schools Insurance Group
6000 Midlantic Drive, Suite 300 North
Mount Laurel, NJ 08054

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

4.2 Effect of submission of proposal

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

4.3 Time for submission of proposal

In order to be considered for award, the proposal must be received by NJSIG at the appropriate location by the required time. Any proposal not received by the cutoff date on the cover page of this RFP will be rejected. Proposals must be received by 11:00 a.m. on the date indicated on the cover sheet.

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

4.4 Mandatory contents of proposal

The proposal must be submitted in one volume and that volume divided into six (6) sections with tabs (separators), and the content of the material located behind each tab, as follows:

Section 1 – Fee proposal (Section 4.4.1)

Section 2 – Executive summary (Section 4.5.1)

Section 3 – General Information (Section 4.5.2)

Section 4 – Organization profile and experience (Section 4.5.3)

Section 5 – Qualifications and Experience (Section 4.5.4)

Section 6 – Forms (Section 4.5.5)

4.4.1 Fee proposal

- a. A fee proposal – Separate fee proposals are requested based on a term of:
 - a. 36 months;
 - b. 48 months; and,
 - c. 60 months.
- b. For purposes of accurate proposal comparison, and ease of administration, NJSIG requires that fee proposals be stated on the following basis:

- i. Total for all services – Annual fee basis as a percentage of the sub-fund’s net premiums for qualified lines of coverage for each twelve (12) month period of the contract. Fee proposals must be provided as a percentage that is inclusive of all services, including the 25% of the annual fee that is expected to be dedicated to providing safety and risk management (loss control) services to NJSIG members. The proposal shall also include a proposed maximum annual fee. NJSIG reserves the right to deem proposals that do not include an annual fee as a percentage of sub-fund net premiums or a maximum annual fee non-responsive. Sufficient detail must be provided such that NJSIG can determine how fee proposals were derived. Failure to provide sufficient detail regarding how fee proposals were derived is grounds for rejection of a proposal.
- ii. 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 school board insurance groups operating in the State of New Jersey.

4.5 Technical proposal

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

4.5.1 Executive summary

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

4.5.2 General Information

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

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

All the requirements in the Mandatory Contents of Proposal, Section 4.4, must be complied with in order for the Response to be considered responsive to this RFP and complete.

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

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

4.5.3 Organization profile and experience

As a minimum, it is preferred the proposer have ten years' experience as a commercial insurance broker for public entities in the State of New Jersey. The proposer must demonstrate a high degree of knowledge of the operation of local governmental units in State of New Jersey. The proposer must also:

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

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

4.5.4 Qualifications and Experience

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

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

4.5.5 Forms

4.5.5.1 Affidavit of Moral Integrity

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

4.5.5.2 Ownership disclosure form

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

4.5.5.3 Disclosure of investigations/actions involving proposer

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

4.5.5.4 Subcontractor utilization form

If the proposer intends to utilize a subcontractor, the Subcontractor Utilization form must be completed and submitted with the proposal. A Subcontractor Utilization form is attached.

4.5.5.5 Affidavit of Non-Collusion

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

4.5.5.6 Proofs of registration that must be submitted with the proposal

Failure to submit a copy of the proposer's business registration certificate (or interim registration) from the Division of Revenue with the proposal may be cause for rejection of the proposal.

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

4.5.5.7 Affirmative action

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

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

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

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

4.5.5.8 Certification of Non-Involvement in Prohibited Activities in Iran

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

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

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

INSURANCE. SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance written through A rated Carrier to NJSIG of Workers' compensation and employers' liability insurance, as follows:

- a. Statutory workers' compensation including occupational disease in accordance with the laws of the State of New Jersey covering all individuals assigned to work on this contract;
- b. Employers' liability insurance with minimum limits of \$1,000,000.00 each accident limit for bodily injury by accident, \$1,000,000.00 policy limit for bodily injury by disease;
- c. Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence / \$2,000,000 aggregate, and errors and omissions (E&O) insurance with limits of \$5,000,000 per claim / \$10,000,000 aggregate, covering work performed by SERVICE PROVIDER and by SERVICE PROVIDER employees during the term of this Agreement;
- d. A crime policy protecting against employee dishonesty, theft, robbery, forgery and other dishonest acts on the part of SERVICE PROVIDER and its employees, with limits not less than \$1,000,000.00;

The insurance companies selected by SERVICE PROVIDER to provide the above coverages must be licensed, solvent and acceptable to NJSIG. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without the NJSIG's approval. Maintenance of insurance under this Section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

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

CONFIDENTIALITY: All financial, statistical, personnel and/or technical data supplied by NJSIG to the SERVICE PROVIDER are confidential. The SERVICE PROVIDER is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the SERVICE PROVIDER, or any individual or entity in the SERVICE PROVIDER's charge or employ, will be considered a violation of this contract and may result in contract termination and the SERVICE PROVIDER's suspension or debarment from NJSIG contracting. Any attempt by another party to obtain this data must be immediately communicated to NJSIG and NJSIG will determine whether the documents are subject to release. No data may be released without consent of NJSIG.

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

SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

OWNERSHIP OF RECORDS: All records and data of any kind relating to NJSIG shall belong to NJSIG, and shall be surrendered to NJSIG upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years from the date of final payment, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by the SERVICE PROVIDER for NJSIG during normal business hours. Furthermore, such records, books, and files relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to the SERVICE PROVIDER by NJSIG for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, records must be made available to the state office of comptroller upon request.

PAYMENT: Payment shall be made once per year based on NJSIG's calculation of the annual fee, provided the SERVICE PROVIDER submits a duly authorized invoice at least twenty (20) days prior to the next regularly scheduled meeting of NJSIG's governing body. If the vendor's contract will not be renewed or is terminated – final payment will not be made until all provisions of the contract have been satisfied. This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

INDEPENDENT CONTRACTOR STATUS: The 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.

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 the SERVICE PROVIDER, SERVICE PROVIDER 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).

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

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

ADVERTISING: The SERVICE PROVIDER shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

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

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

solicit current NJSIG members for which they are not currently the broker of record in an effort to become the broker of record for that NJSIG member.

PROVISION OF SERVICES: The SERVICE PROVIDER shall provide loss control services and make all presentations available to all members of NJSIG located in the sub-fund's geographic area, notwithstanding the fact that the member may not be eligible for membership in the sub-fund. The SERVICE PROVIDER shall provide services to all members of NJSIG located in the sub-fund's geographic area, notwithstanding the fact that the member may have been previously served by a different sub-fund.

LICENSURE: The SERVICE PROVIDER, 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. NJSIG may terminate the contract if the SERVICE PROVIDER fails to obtain, or maintain, such licensure.

ETHICS: The SERVICE PROVIDER shall not provide any NJSIG employee, NJSIG employee family member, NJSIG Board of Trustee member, NJSIG Board of Trustee family member, or NJSIG member any gift or thing of value that would be reasonably likely to create the perception that such a gift or thing of value would influence their decision making. The SERVICE PROVIDER, and the SERVICE PROVIDER's staff must not take any action contrary to the interests of NJSIG and NJSIG's members for the duration of the contract. The SERVICE PROVIDER, and the SERVICE PROVIDER's staff may not administer or promote any other joint insurance fund during the duration of the contract.

COMPLIANCE INFORMATION:

- a. SERVICE PROVIDER agrees that no payment will be made, and no Fee will be due under this Agreement, unless within ten days of the Effective Date of this Agreement, SERVICE PROVIDER forwards the following completed documentation that complies with all applicable laws:
 - i. SERVICE PROVIDER's W-9;
 - ii. SERVICE PROVIDER's State of New Jersey Business Registration Certificate;

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

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

- iii. Public Law 2005, Chapter 271 Vendor Certification and Disclosure Form;

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

Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s. 3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional

information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

- iv. Disclosure of Investment Activities in Iran; and,
- v. Affirmative Action Supplement in compliance with N.J.A.C. 17:27-4.1, et seq.
 - 1. During the performance of this contract, the SERVICE PROVIDER agrees as follows:
 - 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
 - 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
 - 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
 - 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the

statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

6 Proposal evaluation

6.1 Selection criteria

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

- To reject, for any reason, any and all proposals and components thereof and to eliminate any and all proposers responding to this RFP from further consideration for this Project.
- To eliminate any firm who submits an incomplete, inadequate proposals or is not responsive.
- To reject all proposals or any non-responsive proposals.
- To supplement, amend, or otherwise modify this RFP.
- To waive any technical, or other, non-conformance of the responses, whether material or otherwise.
- To change or alter the schedule for any events called for in this RFP.
- To conduct investigations of any or all of the proposers and their responses as is deemed necessary or convenient, to clarify the information provided as part of the proposal, including discussions with contact persons of prior clients, regulatory agencies and visits to any facilities or projects referenced in its response, and to request additional information to support the information included in any response.
- To decline to award any contract for any purpose.

- To abandon this procurement process at NJSIG's convenience at any time for any reason.
- To accept the proposal that, in NJSIG's sole judgment, best serves the interest of and/or is most advantageous NJSIG based upon the criteria set forth in this proposal.
- To negotiate an acceptable fee with the most qualified firm.
- To consider and to award a proposal to a public body under applicable law.
- To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.
- To award any contract subject to final adoption of all necessary authorizations.
- Any other right afforded NJSIG under the law.

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

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

Criteria	Weight, %
Technical Criteria	
<p>1. Technical</p> <ul style="list-style-type: none"> a. Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives? b. Is the vendor's proposal complete and responsive to the specific RFP requirements? c. Has the past performance of the vendor's proposed methodology been documented? d. Does the vendor's proposal use innovative technology and techniques? e. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used? <p>2. Licensure:</p> <ul style="list-style-type: none"> a. Does the vendor have all required licenses? <p>3. Policy</p> <ul style="list-style-type: none"> a. Does the vendor have documented policies regarding timely identification, disclosure, and resolution of conflicts of interest? 	30%
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>	40%

Criteria	Weight, %
<ul style="list-style-type: none"> a. Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation? b. Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance? c. Does the vendor document industry or program experience? d. Does the vendor have a record of moral integrity? <p>3. Availability of personnel, facilities, equipment and other resources:</p> <ul style="list-style-type: none"> a. To what extent does the vendor rely on in-house resources vs. contracted resources? b. Are the availability of in-house and contract resources documented? c. Does the vendor maintain a physical office in the geographic territory for which they would be providing sub-fund administration services? d. Does the vendor maintain office hours Monday through Friday, 9:00 a.m. to 5:00 p.m.? <p>4. Qualification and experience of personnel:</p> <ul style="list-style-type: none"> a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? b. Does the vendor make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments? c. Does the vendor demonstrate cultural sensitivity in hiring 	

Criteria	Weight, %
<p>and training staff?</p> <p>d. Documentation of years of experience in providing similar insurance services to public entities?</p> <p>5. Marketing and Advertising</p> <p>a. Does the vendor have a documented plan for providing marketing and advertising services to increase membership in the NJSIG sub-fund?</p> <p>b. Does the vendor have a dedicated and experienced team of employees available to handle marketing and advertising efforts?</p> <p>6. Safety and Risk Management Conferences:</p> <p>a. Does the vendor have a documented plan for providing the required number of safety and risk management conferences per year to the sub-fund membership?</p> <p>b. Does the vendor provide sample conference agendas that demonstrate the requisite breadth of knowledge and experience in providing safety and risk management educational conferences to public entities?</p> <p>7. Safety and Risk Management Services:</p> <p>a. Does the vendor have a documented plan for providing the required safety and risk management services to the sub-fund membership?</p> <p>b. Does the vendor have a dedicated and experienced team of employees available to respond to sub-fund membership questions and concerns regarding insurance coverage and safety and risk management issues?</p> <p>8. Does the vendor have experience with education clients and the</p>	

Criteria	Weight, %
risks this type of public entity client experiences?	
Cost Criteria	
<p>1. Cost of goods to be provided or services to be performed:</p> <ul style="list-style-type: none"> a. Relative cost: How does the cost compare to other similarly scored proposals? b. Full explanation. Is the price and its component charges, fees, etc. adequately explained or documented? <p>2. Assurances of performance:</p> <ul style="list-style-type: none"> a. If required, are suitable bonds, warranties, or guarantees provided? b. Does the proposal include quality control and assurance programs? c. Does the vendor have a continuity of service plan? <p>3. Vendor's financial stability and strength:</p> <ul style="list-style-type: none"> a. Does the vendor have sufficient financial resources to meet its obligations? b. Does the vendor have a retail presence in the insurance market in the geographic region for which they are submitting a proposal? c. Does the vendor have current contracts with major commercial insurance carriers that are capable of writing policies for NJSIG membership? 	30%

6.2 Evaluation Committee

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

6.3 Interview

NJSIG reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal must 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 Affidavit of Moral Integrity

9.2 Disclosure of Investigations and Other Actions Involving Proposer

9.3 Disclosure of Investment Activities in Iran

9.4 Ownership Disclosure Form

9.5 Affidavit of Non-collusion

9.6 Subcontractor Utilization Plan

9.7 Draft contract

Exhibit

9.1

New Jersey Schools Insurance Group

Affidavit of Moral Integrity

RFP Number: _____

Proposer: _____

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

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

New Jersey Schools Insurance Group

Affidavit of Moral Integrity

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

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Sworn and subscribed to me on this

_____ day of _____, _____.

Notary Public – State of New Jersey

Print Name: _____

My Commission Expires: _____

Exhibit

9.2

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

RFP Number: _____

Proposer: _____

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

☐ Yes ☐ No

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

☐ Yes ☐ No

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

2. PART TWO:

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

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

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

2.1. Additional Information:

2.1.1. Person or entity: _____

2.1.2. Date of inception: _____

2.1.3. Current status: _____

2.1.4. Brief description: _____

2.1.5. Caption of action: _____

2.1.6. Disposition of action: _____

2.1.7. Proposer contact name: _____

2.1.8. Contact phone number: _____

2.2. Officers / Directors

2.2.1. Name: _____

2.2.2. Title: _____

2.2.3. DOB: _____

2.2.4. Address: _____

2.2.5. City: _____

2.2.6. State: _____

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

2.2.7. Zip Code: _____

2.2.8. Phone: _____

2.2.9. Email: _____

3. PART THREE: Certification

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

3.1.1. Signed: _____

3.1.2. Print Name: _____

3.1.3. Title: _____

3.1.4. Date: _____

Exhibit

9.3

New Jersey Schools Insurance Group
Disclosure of Investment Activities in Iran

RFP Number: _____

Proposer: _____

1. PART ONE: Investment activities in Iran

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

1.2. PLEASE CHECK THE APPROPRIATE BOX:

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

New Jersey Schools Insurance Group
Disclosure of Investment Activities in Iran

OR

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

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

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

2.1. Person or entity: _____

2.2. Relationship to bidder: _____

2.3. Description of activities: _____

2.4. Duration of Engagement: _____

2.5. Anticipated Cessation Date: _____

2.6. Proposer Contact Name: _____

2.7. Contact phone number: _____

3. PART THREE: Certification

New Jersey Schools Insurance Group

Disclosure of Investment Activities in Iran

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

3.1.1. Signed: _____

3.1.2. Print Name: _____

3.1.3. Title: _____

3.1.4. Date: _____

Exhibit

9.4

New Jersey Schools Insurance Group

Ownership Disclosure Form

RFP Number: _____

Proposer: _____

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

New Jersey Schools Insurance Group

Ownership Disclosure Form

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

2.1. Individuals:

2.1.1. Name: _____

2.1.2. DOB: _____

New Jersey Schools Insurance Group

Ownership Disclosure Form

2.1.3. Address: _____

2.1.4. City: _____

2.1.5. State: _____

2.1.6. Zip Code: _____

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

☐ Yes ☐ No

If Yes, then add additional pages as needed.

2.2. Partnerships / Corporations:

2.2.1. Entity name: _____

2.2.2. Partner name: _____

2.2.3. Address: _____

2.2.4. City: _____

2.2.5. State: _____

2.2.6. Zip Code: _____

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

☐ Yes ☐ No

New Jersey Schools Insurance Group

Ownership Disclosure Form

If Yes, then add additional pages as needed.

3. PART THREE: Certification

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

3.1.1. Signed: _____

3.1.2. Print Name: _____

3.1.3. Title: _____

3.1.4. Date: _____

3.1.5. FEIN/SSN: _____

Exhibit

9.5

New Jersey Schools Insurance Group

Affidavit of non-collusion

RFP Number: _____

Proposer: _____

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

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

New Jersey Schools Insurance Group

Affidavit of non-collusion

Signed: _____

Print Name: _____

Title: _____

Date: _____

Sworn and subscribed to me on this

_____ day of _____, _____.

Notary Public – State of New Jersey

Print Name: _____

My Commission Expires: _____

Exhibit

9.6

New Jersey Schools Insurance Group

Subcontractor Utilization Plan

RFP Number: _____

Proposer: _____

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

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

1.1.

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

2. **PART TWO: Certification**

New Jersey Schools Insurance Group

Subcontractor Utilization Plan

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

2.1.1. Signed: _____

2.1.2. Print Name: _____

2.1.3. Title: _____

2.1.4. Date: _____

Exhibit

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, principles, 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 ("BACCCEIC")

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: _____