



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

Request for
qualifications: LC-2018-0001
For: Employment practices
counseling hotline

Event	Date
RFQ Posted:	2/9/2018
Questions regarding the RFQ due:	2/16/2018
Answers regarding the RFQ posted:	2/23/2018
RFQ proposals due:	3/2/2018
NJSIG Board of Trustees Approval:	3/21/2018

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

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1 Information for proposers

1.1 Purpose and intent

The New Jersey Schools Insurance Group (“NJSIG”) is seeking statements of qualifications from qualified firms with practitioners licensed to practice law in the State of New Jersey. Your firm is invited to submit a statement of qualifications.

This solicitation for proposals is conducted in accordance with the requirements for an open and fair process for the procurement of professional services. This solicitation is specifically seeking statements of qualifications from qualified firms with practitioners licensed to practice law in the State of New Jersey that desire to provide NJSIG with employment practices counseling hotline services, within the Scope of Work described in Section 3.

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

The NJSIG Loss Control Department provides a variety of loss control and risk management services for members in an effort to reduce claim frequency and severity. As part of these efforts, NJSIG offers an employment practices counseling telephone hotline service. This hotline is provided by attorneys retained by NJSIG, and these attorneys provide legal opinions to NJSIG members on prospective employment decisions.

NJSIG seeks to engage an organization to provide an employment practices telephone hotline service for the provision of appropriate and high quality employment practices counseling for NJSIG members.

1.4 Questions regarding the requested proposal

NJSIG will accept questions and inquiries from all potential proposers electronically via its website. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ. Each question should begin by referencing the RFQ page number and section number to which it relates. Proposers are not to contact NJSIG personnel directly, in person, by telephone or by email, concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the cover sheet. Any questions received after that date will not be accepted. Addenda to this RFQ, if any, will be posted on the NJSIG website.

1.5 Addenda

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

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

1.6 Proposer responsibility

The proposer assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFQ. No special consideration will be given after proposals are opened because of a proposer's failure to be knowledgeable as to all of the requirements of this RFQ.

1.7 Cost liability

NJSIG assumes no responsibility and bears no liability for costs incurred by a proposer in the preparation and submittal of a proposal in response to this RFQ.

1.8 Contents of proposal

Subsequent to proposal opening, all information submitted by proposers in response to the proposal solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and the common law. Because NJSIG proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the Letter of Intent to Award is issued.

A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. NJSIG reserves the right to make the determination and will advise the proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. NJSIG will not honor any attempt by a proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

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

1.9 Price alteration

Proposal prices must be typed or written in ink. Any price change must be initialed. Failure to initial price changes shall preclude a contract award from being made to the proposer.

1.10 Proposal errors

A proposer may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the Director. If the request is granted, the proposer may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after proposal opening but before contract award, a proposer discovers an error in its proposal, the proposer may make written request to the Director for authorization to withdraw its proposal from consideration for award. Evidence of the proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the proposer's exercise of reasonable care; and that NJSIG will not be significantly prejudiced by granting the withdrawal of the proposal.

All proposal withdrawal requests must include the proposal identification number and the final proposal opening date and sent to the address listed under "Method of submission of proposal."

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the proposer. The proposer will have five days after receipt of the notice to confirm its pricing. If the proposer fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given to it. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the proposer's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the proposer to ascertain the true intent of the proposal.

1.11 Joint venture

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Proposer, Affirmative Action Employee Information Report, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2 Definitions

2.1 General definitions

Addendum – Written clarification or revision to this RFQ issued by NJSIG.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Executive Director, or a Manager of, NJSIG.

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

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

Director – Executive Director, NJSIG.

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

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

May – Denotes that which is permissible, not mandatory.

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

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

Request for Qualification (“RFQ”) – This document which establishes the qualifications and contract requirements and solicits statements of qualifications to meet the purchase needs of NJSIG as identified herein.

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

Should – Denotes that which is recommended, not mandatory.

2.2 RFQ objective

NJSIG’s objective with this RFQ is to identify a law firm to represent the interests of NJSIG members in pre-litigation employment practices counseling matters.

3 Scope of work

The scope of work for employment practices counseling hotline services includes, but is not limited, to the following:

- The proposer is responsible for providing a telephone hotline number that is available during NJSIG members’ normal operating hours, generally from 7:30 a.m. to 5:30 p.m., Monday through Friday. NJSIG members should be able to call the hotline for the purpose of receiving employment practices counseling from an attorney.
- Employment practices counseling includes counseling NJSIG members with regard to prospective employment decisions which could lead to coverage being triggered under NJSIG’s school board leader liability and/or general liability coverages.
- Employment practices counseling should include both oral advice rendered to the NJSIG member, as well as a follow-up writing that memorializes the

relevant facts provided by the NJSIG member, as well as the advice rendered by the attorney. A copy of this written advice must be provided to NJSIG.

- All correspondence generated by the firm must be typewritten, concise, cohesive, accurate and grammatically correct.

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

3.1 Fees

NJSIG will engage the successful proposer at the following rates:

1. Employment practices counseling hotline (LC-2018-0001):
 - a. Hourly:
 - i. Partner(s): \$125.00 per hour;
 - ii. Associate(s): \$110.00 per hour;
 - iii. Legal Assistant(s)/Paralegal(s): \$62.50 per hour;
 - b. Fixed Fee:
 - i. Firms are invited to submit proposals.

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

3.2 Submission of Invoices for Payment

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

3.3 Expenses

The hourly fee is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, telephone hotline costs, 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.

4 Proposal preparation and submission

4.1 Method of submission of proposal

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

Request for Qualification Number LC-2018-0001
New Jersey Schools Insurance Group
6000 Midlantic Drive, Suite 300 North
Mount Laurel, NJ 08054

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

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 RFQ 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 should 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 4.4.1)

Section 3 – General Information (Section 4.4.3)

Section 4 – Firm profile and experience (Section 4.4.4)

Section 5 – Qualifications (Section 4.4.5)

Section 6 – Forms (Section 4.4.6)

4.4.1 Fee proposal (optional)

A fee proposal based on a term of twelve (12) months. While NJSIG’s fixed rates are set forth above, NJSIG invites proposers to assess the needs expressed and offer alternative pricing proposals in addition to the fixed hourly rates where designated above. Before putting forth any alternatives, please confirm that such alternatives are permissible for joint insurance funds and public entities operating in the State of New Jersey.

4.4.2 Executive summary

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

4.4.3 General Information

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

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

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

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

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

4.4.4 Firm profile and experience

- Indicate the date your Firm was established.
- Describe the legal services provided by your Firm.
- Describe your Firm's specialty(s) and/or area(s) of expertise.
- Identify the number of employees in your Firm (licensed attorneys; legal support staff; other support staff). Indicate any special training or experience members of your Firm possess that may assist in providing the requested legal services.
- Describe the participation of women and minorities in your Firm. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of your Firm that is owned by women and by minorities.
- Provide a description of your Firm's presence in New Jersey. Note the location of each office, the number of attorneys resident in each office, whether they are partners or associates and whether attorneys not licensed in the State of New Jersey will be assigned to provide any of the requested legal services if your Firm receives a prequalification designation pursuant to this RFQ.

- Identify any public entities, boards of education, educational service commissions, charter schools, or other school entities represented by your Firm during the last five (5) years, generally and specifically with respect to each specialty area where consideration is requested. For each matter, provide the name of the public entity, department or authority, a description of the matter, the dates of engagement and the name and contact information of the public entity employee responsible for overseeing the work of your Firm on that matter. Also provide a list of the amount of billable hours your Firm has expended in the practice areas in which you have represented the aforementioned entity. A good faith estimate of billable hours will suffice. (Please separate the list by practice area).
- Identify any public entities before or against which your Firm has regularly appeared on behalf of other clients. (Please note that NJSIG, as a public entity, is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See R.P.C. 1.7(a) and R.P.C. 1.7(b)(2)). Limit your response to the past ten (10) years.
- Identify any governmental entities, agencies, authorities or political subdivisions, that your Firm represents or has represented. Include the time period during which your Firm represented each such entity and the nature of the work performed. Limit your response to the past ten (10) years.
- Indicate the amount of professional malpractice insurance coverage which you carry, the amount of any self-retention and the name of the carrier(s).
- Identify any conflict of interest (actual or perceived) that may arise if your Firm is designated as Counsel. Please note Counsel have a continuing obligation to disclose to NJSIG any actual or potential conflicts. Additionally, retained Counsel must agree not to undertake any future representation that might result in the disclosure of NJSIG's work product to potential or actual adversaries of NJSIG. Include any pending litigation in which you are involved which may directly or indirectly affect your ability to assist NJSIG in any matter.
- Describe your Firm's approach to maintaining responsive communication with NJSIG and keeping NJSIG informed of problems and progress.
- Provide a representative listing of your Firm's major private and public sector clients.

- Provide the name, address, telephone number, email address, and facsimile number for the designated contact person in your Firm.

4.4.5 Qualifications

- Please indicate what percentage of your Firm's practice is in the subject area.
- Describe your Firm's experience in the subject area, as the case may be, since 2010, including any significant outcomes.
- State the qualifications and experience of the particular attorneys proposed to staff the work assigned. For each member of your Firm that would be involved in handling the practice area for which your firm is requesting to be considered, provide a detailed resume including information as to :
 - Education, including advanced degrees;
 - Years and jurisdictions of admission to practice;
 - Number of years engaged in the designated practice area;
 - General work experience;
 - Any professional distinctions in the practice area (e.g. certifications in practice area, teaching experience, etc.);
 - Area(s) of specialization;
 - Office location of the attorney.
- As to the members of your Firm who would be involved in handling a matter as Counsel, describe the role each would play and the approximate percentage of the work each would perform. Indicate the senior attorney in charge thereof and what percentage he/she will be responsible for on the billable workload of the assigned legal matter. Please provide reasonable estimates.
- Identify all adverse determinations against your Firm or any of its partners, associates or employees or persons acting on its behalf, with respect to actions,

proceedings, claims or complaints of any kind under any local, State or Federal laws, regulations, court rules, or Rules of Professional Conduct.

- Identify and describe in detail any indictments, convictions or civil offenses arising directly or indirectly from the conduct of business by your Firm or any of its partners, associates, employees or agents. To the extent that the Firm cannot provide the Affidavit of Moral Integrity, as outlined below, it must provide a detailed explanation, as part of its Response.
- Identify any material arrangements, relationships, associations, employment or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if your Firm acts as Outside Counsel for NJSIG.
- Include three (3) references that can attest to the qualifications of your Firm as set forth in the Response to this RFQ.

4.4.6 Forms

4.4.6.1 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, as well as the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal. Failure to comply will result in rejection of the proposal.

4.4.6.2 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 accompanying

the proposal. Failure to do so will preclude the award of a contract. The Ownership Disclosure Form is attached.

4.4.6.3 Disclosure of investigations/actions involving proposer

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

4.4.6.4 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.

4.4.6.5 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, as well as the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal. Failure to comply will result in rejection of the proposal.

4.4.6.6 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.

4.4.6.7 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 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. A copy of Form AA302 is attached.

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

4.4.6.8 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

See draft contract (9.7), which is incorporated by reference. This draft contract is subject to revisions and changes.

6 Proposal evaluation

6.1 Selection criteria

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

- To reject, for any reason, any and all Proposals and components thereof and to eliminate any and all proposers responding to this RFQ from further consideration for this Project.
- To eliminate any firm who submits an incomplete, inadequate Proposal or is not responsive.
- To reject all Proposals or any non-responsive Proposals.
- To supplement, amend, or otherwise modify this RFQ.
- To waive any technical, or other, non-conformance of the responses, whether material or otherwise.
- To change or alter the schedule for any events called for in this RFQ.
- To conduct investigations of any or all of the proposers and their responses as is deemed necessary or convenient, to clarify the information provided as part of the Proposal, which may include discussions with contact persons of prior clients and/or regulatory agencies, and/or visits to any facilities or projects referenced in the Proposal , and to request additional information to support the information included in any Proposal.
- 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 to 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 a Contract based on the initial Proposals received without discussion with the firms. If oral presentations are required, they will be scheduled after the submission of Proposals. Firms will not be compensated for making the presentation.

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

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

<p>3. Availability of personnel, facilities, equipment and other resources:</p> <ul style="list-style-type: none"> a. To what extent does the proposer rely on in-house resources vs. contracted resources? b. Is the availability of in-house and contract resources documented? <p>4. Qualification and experience of personnel:</p> <ul style="list-style-type: none"> a. Does the proposer provide documentation of experience in performing similar work by employees and when appropriate, sub-contractors? b. Does the proposer make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments? c. Does the proposer demonstrate cultural sensitivity in hiring and training staff? 	
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? 	<p>To be announced</p>

<p>3. Proposer's financial stability and strength:</p> <p>a. Does the proposer have sufficient financial resources to meet its obligations?</p>	
<p>Service to Public Entities in the State of New Jersey</p>	
<p>1. Evaluation will include the proposed Firm's experience in representing public sector clients in the identified practice areas as well as the Firm's detailed descriptions of its experience in providing services similar to the Scope of Services set forth in Section 3 and shall consider the following information:</p> <p>a. Specific list (identifying clients, names of projects, locations and owners) of applicable work the proposed Firm has been responsible for and is associated with;</p> <p>b. Capabilities of personnel available in the proposed Firm in the areas that specifically apply; and,</p> <p>c. Summaries or brief descriptions of projects performed by the Respondent(s) that are related to the requirements of this RFQ. Such descriptions should be limited to those most relevant to this RFQ and those that are most representative of the Firm's capabilities.</p> <p>2. Client References</p> <p>a. The references should include a short description of the project, the agency and address and a contact person. A minimum of three (3) references must be supplied.</p> <p>3. Overall Knowledge, Qualifications and Experience of Attorneys in the Practice Area as well as the Overall Knowledge of New Jersey Law</p> <p>a. Evaluation will include qualifications and relevant experience of key personnel; particularly those involved in day-to-day legal responsibilities. Consideration will be given to recognized abilities and qualifications of key</p>	<p>To be announced</p>

<p>personnel including, as NJSIG deems necessary, individual attorneys' backgrounds. Detailed resumes must be included, as well as the individual attorneys' anticipated functions and responsibilities in performing the Services.</p>	
---	--

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 one or more firms as a result of this solicitation resides with the NJSIG Board of Trustees.

6.3 Interview

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

7 Contract award

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 Contract 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 Contract Manager's name, department, address, telephone number, fax phone number, and email address.

9 Exhibits

9.1 Affidavit of Moral Integrity

9.2 Disclosure of Investigations and Other Actions Involving Proposer

9.3 Disclosure of Investment Activities in Iran

9.4 Ownership Disclosure Form

9.5 Non-collusion Affidavit

9.6 Subcontractor Utilization Plan

9.7 Employee information report application form AA302

9.8 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

Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	Bid Number: _____ Bidder: _____ _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

SECTION A - COMPANY IDENTIFICATION

SECTION B - EMPLOYMENT DATA

[illegible]

SECTION C - SIGNATURE AND IDENTIFICATION

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

Exhibit

9.8

Contract

This Agreement is for the provision of employment practice counseling hotline services by and between:

Firm name ("Contractor")

Firm address line one

Firm 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 employment practice counseling hotline services to the members of NJSIG.

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. The NJSIG Loss Control Department provides a variety of loss control and risk management services for members in an effort to reduce claim frequency and severity. As part of these efforts, NJSIG offers an employment practices counseling telephone hotline service. This hotline is staffed by attorneys provided by Contractor, and these attorneys provide legal opinions to NJSIG members on prospective employment decisions.
- 2) **Term.** This contract shall commence on the Effective Date and continue for a duration of twelve months. Either party may terminate this contract at any time with or without cause by providing the other ninety days written notice of termination.
- 3) **Services.**
 - a. Contractor is responsible for providing a telephone hotline number that is available during NJSIG members' normal operating hours, generally from 7:30 a.m. to 5:30 p.m., Monday through Friday. NJSIG members

shall be able to call the hotline for the purpose of receiving employment practice counseling from an attorney.

- b. Contractor is responsible for providing competent employment practices counseling to NJSIG members with regard to prospective employment decisions which could lead to coverage being triggered under NJSIG's school board leader liability and/or general liability coverages.
 - c. Employment practices counseling includes both oral advice rendered to the NJSIG member over the telephone, as well as a follow-up writing that memorializes the relevant facts provided by the NJSIG member, as well as the advice rendered by the Contractor's attorney. A copy of this written advice must be provided to NJSIG.
- 4) **Fee.** Contractor shall be paid a fee on an hourly fee basis. NJSIG will pay for actual services rendered at the following rates:

Partner(s): \$125.00 per hour;

Associate(s): \$110.00 per hour;

Legal Assistant(s)/Paralegal(s): \$62.50 per hour;

Time must be billed in 0.1 hour increments and on a per-task basis. The entry description must be specific, detailing the action taken and the subject matter. Contractor should bear in mind that invoices will become public information when paid, and although NJSIG will not redact information before releasing bills for public consumption, counsel should, to the extent practicable consistent with the need to fully inform NJSIG of its activities and to allow NJSIG to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

This hourly fee is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, telephone hotline costs, 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.

All invoices must be submitted monthly. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, NJSIG will not pay for services or expenses incurred more than one hundred and twenty (120) days prior to the date the invoice is submitted.

- 5) **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.
- 6) **Non-exclusive.** This Agreement is non-exclusive. Other than as specifically set forth herein, NJSIG may hire other contractors 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.
- 7) **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.

8) **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.

- 9) **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.
- 10) **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 the written consent of NJSIG.
- 11) **Ownership of Records.** To the extent consistent with the Rules of Professional Conduct or any applicable laws or regulations governing Contractor, all records and data of any kind relating to NJSIG, including, but not limited to all advisory letters, on matters related to the employment practices counseling hotline shall belong to NJSIG, and its members, 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 seven (7) 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 Office of the State Comptroller upon request. Contractor shall notify NJSIG in writing no less than sixty (60) days prior to destroying any file.

- 12) **Intellectual property.** To the extent the services furnished pursuant to this agreement include materials subject to copyright, Contractor agrees that the services are done as “work made for hire” as that term is defined under U.S. copyright law, and that as a result, NJSIG will own all copyrights in the materials produced pursuant to this agreement.
- 13) **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.
- 14) **Licensing.** Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract.
- 15) **Ethics.**
 - a. Contractor agrees to carefully review whether any conflicts exist and bring them to the attention of NJSIG’s Chief Legal Officer. NJSIG expects to be promptly informed of and consulted with respect to all potential conflicts. As NJSIG members are public entities, they are prohibited from waiving conflicts under R.P.C. 1.7(b)(1).
 - b. 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’s employees, must not take any action contrary to the interests of NJSIG and NJSIG’s members for the duration of the contract.

- 16) **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 here 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.
- 17) **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.
- 18) **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.
- 19) **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.
- 20) **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.
- 21) **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 and 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.
- 22) **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 arising under this Agreement.

23) **Effective Date:** The date this Agreement is signed by NJSIG; 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 (8) above.

By Contractor:

By NJSIG:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____