

6000 Midlantic Drive Suite 300 North Mount Laurel, New Jersey 08054 (609) 386-6060 • FAX (609) 386-8877 www.njsig.org

# NEW JERSEY SCHOOLS INSURANCE GROUP (NJSIG) REQUEST FOR PROPOSALS FOR INSURANCE BROKERAGE CONSULTING SERVICES

New Jersey Schools Insurance Group ("NJSIG") is seeking proposals from Brokerage Firms/Companies interested in providing Insurance Brokerage Consulting services. Your institution is invited to submit a proposal.

## ORGANIZATIONAL BACKGROUND

NJSIG commenced operations on October 13, 1983 in accordance with N.J.S.A. 40A:10-36, which allows for two or more units of government to form a joint insurance fund for the purpose of group purchase/self-insurance against claims for various property and casualty type coverage. Additionally, because it is a school board joint insurance fund, NJSIG was established in accordance with N.J.S.A. 18A:18B-1, et seq. NJSIG provides local school boards with an economical means of obtaining insurance coverage for the following lines: workers' compensation, general liability, automobile liability, excess liability, property, error and omissions, bonds, crime, electronic data processing, environmental liability, equipment breakdown, and auto physical damage coverages. NJSIG is currently comprised of approximately four hundred 400 school board and charter school member districts.

NJSIG is governed by the NJSIG Board of Trustees which is comprised of Superintendents, Business Administrators and School Board members from various member districts. NJSIG is managed by an Executive Director, a Chief Legal Counsel, a Comptroller and Managers of Information Technology, Claims, Underwriting and Client Relations, Loss Control and Human Resource departments.

The Underwriting and Client Relations Manager will review the Insurance Brokerage Consulting proposals and make a recommendation to the NJSIG Executive Director, who will make the final decision on any service provider.

# RFP OBJECTIVE

To comply with NJSIG Board of Trustees Policy, NJSIG seeks proposals for Insurance Brokerage Consulting services to assist in the acquisition of property and casualty reinsurance coverage. Brokerage and consulting services must be provided for annual policy renewals and on an as needed basis. The selected broker must provide a thorough renewal presentation each year with policy recommendations to include an analysis of available alternatives in consideration of NJSIG's insureds' exposures. Brokerage services must also include market research, policy endorsements, certificates of insurance, and coverage consultation on NJSIG's insureds' claims. Broker would also advise on a continuing basis and in a timely manner of any and all significant matters and developments regarding the process of carrier service issues. Brokers are required to select coverage that will allow NJSIG to participate in the selection of counsel in the event of litigation.

# **New Jersey Schools Insurance Group**

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# NOTICES, RESPONSES AND AWARD

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

Kelly Machu, Underwriting and Client Relations Manager New Jersey Schools Insurance Group 6000 Midlantic Drive Suite 300 North Mount Laurel, NJ 08054

# Faxed or E-Mailed proposals will NOT be accepted.

Questions regarding the RFP may be emailed to Kelly Machu at <a href="kmachu@njsig.org">kmachu@njsig.org</a>. Questions must be forwarded via email only and will be accepted until 12:00 a.m., September 26, 2016. Any questions received after September 26, 2016, will not be accepted. All questions will be answered and posted on the RFP questions and answers section of the NJSIG website no later than October 3, 2016.

Responses to the RFP must be received by October 10, 2016 at the address above. No responses will be accepted after October 10, 2016 and there will be no extensions or exceptions granted.

NJSIG reserves the right to reject any and all proposals and to further negotiate on price and service issue. Contracts shall be awarded on the terms and conditions set forth herein. The Insurance Brokerage Consulting services contract shall be negotiated, and each respondent shall provide a proposed form of such contract, with the understanding that the proposed form of contract may be used as a basis for a final contract with NJSIG, provided however, NJSIG reserves the right to propose and use an alternate form of contract for such engagement. In all events the language and requirements contained in Exhibit B – Mandatory Contract Provisions shall apply.

# Responses must include the completed questionnaire supplied.

<u>The questionnaire form is designed for narrative responses and qualitative responses.</u> Please adhere precisely to the forms. Failure to supply the response on the form will be cause for the proposal to be disregarded.

Responses will be summarized and reviewed by the Underwriting and Client Relations Manager. As part of the decision making process, an onsite interview with team members who will be servicing this account may be required. The Underwriting and Client Relations Manager will make a recommendation to the Executive Director, who will award NJSIG's contract. The estimated decision making time frame is as follows:



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Proposal receipt by NJSIG

Underwriting Manager Review/Recommendation

• Executive Director Approval

• Board of Trustee Approval

• Effective Date of Contract

October 10, 2016

November 7, 2016

November 14, 2016

November 16, 2016

January 1, 2017

# ENCLOSED FILES

The NJSIG Insurance Brokerage Consulting Services RFP Questionnaire (see Exhibit A). This document must be completed and returned with your response; please answer all questions.

## MANDATORY CONTENTS OF PROPOSAL

The Proposal must include the following:

- 1) Contact Information: Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.
- 2) A fee proposal based on a term of no more than 36 consecutive months, with extension at the option of NJSIG. NJSIG shall have the option to extend this contract for no more than two 12-month extensions, for a maximum extension of 24 consecutive months.

For purposes of accurate proposal comparison, and ease of administration, NJSIG requires that fee proposals be stated on the following basis:

• Total for all services - Annual Fee basis for each 12 month period of the contract.

NJSIG invites proposers to assess the needs expressed herein and offer alternative pricing proposals in addition to standard method required above. Before putting forth any alternatives, please confirm that such alternatives are permissible for Joint Insurance Funds and Public Entities operating in the State of New Jersey.

- 3) An executive summary of not more than three pages identifying and substantiating why the vendor is best qualified to provide the requested services.
- 4) A staffing plan listing those persons who will be assigned to the engagement if the vendor is selected, including the designation of the person who would be the vendor's officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the vendor.



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1-888-NJ Pool 1

- 5) A description of the vendor's experience in performing services of the type described in this RFP and the attached questionnaire. Specifically identify client, size and specific examples of similarities with the scope of services required under this RFP and the attached questionnaire.
- 6) A description of resources of the vendor (i.e., background, location, experience, staff resources, other resources, etc.).
- 7) Describe how the vendor's use of products, programs or systems can enhance the productivity of the NJSIG's Executive Director and NJSIG staff, including their interaction with their member entities. Document any hardware devices, software, or portals that may be available to NJSIG.
- 8) The location of the office, if other than the vendor's main office, at which the vendor proposes to perform services required under this RFP and the attached questionnaire. Describe your presence in New Jersey.
- 9) Provide references including the contact names, titles, and phone numbers.
- 10) Within the proposal, the vendor must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement.
- 11) Answers to the attached Questionnaire (Exhibit A)

## **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.

## SELECTION CRITERIA AND CONTRACT

NJSIG will select the vendor deemed most advantageous to NJSIG, price and other factors considered. The contract between NJSIG and the selected vendor(s) shall be comprised as contemplated under this RFP, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy the minimum requirements, NJSIG will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:



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- (a) Completion and return of Exhibit(s)
- (b) The vendor's general approach to providing the services required under this RFP and the attached questionnaire.
- (c) The vendor's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP and the attached questionnaire.
- (d) The qualifications and experience of the vendor's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFP and the attached questionnaire.
- (e) The overall ability of the vendor to mobilize, undertake and successfully complete the engagement within the timeline. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this RFP; the availability and commitment to the engagement of the vendor's management, supervisory and other staff proposed; the vendor's contract management plan, including the vendor's contract organizational chart.
- (f) The vendor's ability to match NISIG's existing reporting capabilities, at minimum.
- (g) As the members of NJSIG shall utilize the criteria set forth above in making an award pursuant to this RFP, you are urged to provide sufficient information on the above criteria in your submission.
- (h) Selection of the award shall be based solely on the NJSIG's evaluation of the submissions and the criteria. NJSIG reserves the right to interview one or more of the most qualified respondents. NJSIG also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for NJSIG. The right to reject any or all submissions and to waive information required in the RFP is reserved by NJSIG.
- (i) A screening of all responses will be conducted to determine overall responsiveness. Responses determined to be incomplete or non-responsive will be disqualified.
- (j) The responses of each firm will be evaluated based upon the requirements of this RFP. This evaluation process will take into account all items submitted pursuant to the RFP and will not be based solely upon the fees submitted by the firm.



# EXHIBIT A

# **New Jersey Schools Insurance Group**

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# NJSIG RFP Exhibit A

# Insurance Brokerage Consulting Services Questionnaire

Please provide a narrative response to each item listed below:

- 1. Please describe your methodology, approach and processes involved in placing reinsurance insurance coverages for NJSIG with respect to all lines of coverage described in page one of this request.
- 2. Please give a description of the scope of consultative services available to NJSIG within your proposed fee.
- 3. Please describe what risk management and technical support you can provide to the Underwriting department based upon your experiences with other pool programs.
- 4. Please describe what support you can offer to NJSIG's Client Relations team in the marketing of their program and services that you have provided to other pools and/or joint insurance funds.
- 5. Please describe any other services that will be provided to NJSIG within your proposed fee.
- 6. Please describe any data analytical services that can be provided and are included in the fee proposed.
- 7. NJSIG currently has Insurance Broker Consultant representation and support at Board of Trustee meetings; broker meetings; member meetings; carrier meetings; rate setting meetings, the annual financial result meeting in Atlantic City and on site committee meetings. Please advise who will be available to attend these meetings as well as their role on the proposed servicing team.
- 8. Please describe support services that are available to assist NJSIG in the verification of rates used in their rating system.
- 9. Please describe Insurance Broker Consultation experience with respect to public entity, joint insurance funds (pools).
- 10. Please describe your experience as it relates to NavRisk (David Corp., Underwriting Database).
- 11. Please describe how exposure based data will be utilized for Reinsurance invoicing/payments.



# EXHIBIT B

# New Jersey Schools Insurance Group

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The following language shall be included in all contracts with the NJSIG.

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

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance written through A rated Carrier to NJSIG:

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

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

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

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

Bond: If required by the by-laws or pursuant to NJAC 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. It is required that, wherever possible, NJSIG be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to NJSIG. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without NJSIG approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

**TERMINATION:** NJSIG may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

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

## IF PAYMENTS ARE TO BE MADE BY THE NJSIG

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

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

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

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



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

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

**INDEPENDENT CONTRACTOR STATUS:** The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of NJSIG. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

**ENTIRE AGREEMENT:** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

NEW JERSEY LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

**BINDING ON SUCCESSORS AND ASSIGNS:** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of NJSIG.

MODIFICATION: No modification of this Agreement shall be valid or binding unless the modification is in writing and executed by NJSIG and the SERVICE PROVIDER.

**NO WAIVER:** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

PARTIAL INVALIDITY: If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to NJSIG.

**CAPTIONS:** The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

**PROPRIETARY INFORMATION:** The SERVICE PROVIDER shall not reveal to any third party any information that NJSIG has defined as proprietary without the express written consent of NJSIG. In addition, the SERVICE PROVIDER shall promptly advise NJSIG upon being interviewed or retained by a prospective new client operating in the field of casualty insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with THE TERMINATION CLAUSE of this agreement.

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

## SPECIAL PROVISION: AFFIRMATIVE ACTION:

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

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1-888-NJ Pool 1

The SERVICE PROVIDER, 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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 SERVICE PROVIDER 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 SERVICE PROVIDER, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, 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 SERVICE PROVIDER, 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 SERVICE PROVIDER's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SERVICE PROVIDER 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 SERVICE PROVIDER agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The SERVICE PROVIDER 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, 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 SERVICE PROVIDER agrees to revise any of its testing procedures, if necessary, to assure that all personal 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 applicable employment goals, the SERVICE PROVIDER agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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.

It is understood that NJSIG will be providing Insurance Brokerage Consulting Company with confidential information in order to accomplish our mutual goal of improved brokerage services. Confidentiality is essential for all involved parties. It is Insurance Brokerage Consulting Company's responsibility to inform its employees that all documents, interviews, ledgers and the like obtained through this process are confidential. Any attempt by another party to obtain these documents must be immediately communicated to NJSIG and NJSIG will determine whether the documents are subject to release. No document may be released without consent of NJSIG.

The SERVICE PROVIDER 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 SERVICE PROVIDER shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.



# EXHIBIT C



# **OWNERSHIP AFFIDAVIT**

STATE OF	)		
		:SS	
COUNTY OF	)		
		being sworn a	according to law, on his/her
oath deposes an	nd says:		
1.	That he/she is authorized to r	make this affidavit on behalf of	
	(Name of Fig	rm)	
performance of or accompanyin names and add of its stock of a interest therein	partnership shall be awarded any work or the furnishing of a ag the Proposal of said corporati resses of all stockholders in the ny class, or of all individual par	Chapter 33 of Public Laws of 19 any state, county, municipal or so my materials or supplies unless priction or partnership there is submitted corporation or partnership who output in the partnership who own ist of all stockholders in the corp	chool district contract for the or to the receipt of the Proposal ed a statement setting forth the wn ten percent (10%) or more a ten percent (10%) or greater
NAME OF E	BUSINESS OWNER	HOME ADDRESS	OWNERSHIP PERCENTAGE
	sworn to before me this, 20	dditional pages if necessary] By: Title:	
	State of	[SEAL]	



# CORPORATE DISCLOSURE CERTIFICATION

Name of Business			
I certify that the list below and outstanding stock of t	he undersigned.	resses of all stockholders holding 10% or more of the issued	
I Certify that no one stockl	OR I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.		
Check the box that represents the t	ype of business organization:		
<ul><li>Partnership</li><li>Limited Partnership</li><li>Subchapter S Corporation</li></ul>	Corporation Limited Liability Corporation	Sole Proprietorship Limited Liability Partnership	
Sign and notarize the form below, a	and, if necessary, complete the stoo	kholder list below.	
Stockholders:			
Name:		Name:	
Home Address:		Home Address:	
Name:		Name:	
Home Address:		Home Address:	
Name:		Name:	
Home Address:		Home Address:	
(Signature)			
(Type or print name of affiant)			
Subscribed and sworn to before me t		[SEAL]	
Notary Public, State of			
My commission expires	·		



# DATA FORM

(Print or Type) Name and Address of Admini	strator or Servicing Organizati	on
about myself as hereinafter se	t forth. (attach addendum or	make representations and supply information separate sheet if space hereon is insufficient to O EXCEPTION", SO STATE.
1. Affiant's Full Name:		
2. Other Names Used at any	Time:	
3. Date of Birth:	Place of Birth:	
4. Tax Identification Number	r:	
5. For the last 10 years, I have	e lived at the following addres	s or addresses:
ADDRESS	CITY	DATES
6. Schooling:		
Ü		
Graduate:		
or Profession	al:	
		NS AND LOCATION-CITY AND STATE)
7. Member of Professional S	ocieties or Associations (List):	

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8. I presently hold or have held, in the past, the following professional, occupational, and vocational licenses issued by public or governmental licensing agencies or authorities (state date license issue, issuer of license, date terminated, reason for termination):

9.	Present Chief Occupation: Position or Title:
	Employer's Name
	Address:
	How long in this position?
	How long with this employer? Where?
10.	Other jobs, positions, directorates or officerships concurrently held at present.
11.	Complete Employment record for Past 20 Years:
DA	TES EMPLOYER AND ADDRESS TITLE
(att	ach further history if necessary)
12.	I control directly or indirectly or own legally or beneficially 10% or more of the outstanding capit stock (in voting power) of the following companies:
12a	. If any of the above stock is pledged or hypothecated in any way, please detail fully:
13.	I have never been adjudicated as bankrupt, except as follows:

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14. I have never been convicted or had a sentence imposed or suspended, or had pronouncement of a sentence suspended, or been pardoned for conviction of, or pleaded guilty of an nolo contendere to an information an indictment charging a felony for embezzlement, theft or larceny, mail fraud, or violating any corporate securities statute or any insurance law, nor have I been the subject of a cease and desist order or consent order of any federal or state regulatory agency, except as follows:

15. During the last 10 years, I have neither been refused a professional, occupational vocational license by any public or governmental licensing agency or regulatory authority, nor has such a license held by me ever been suspended or revoked, except as follows:

16. I have never been an officer, director, key employee or controlling stockholder of a company which, while I occupied any such position or capacity with respect to it, became insolvent or was enjoined form or ordered to cease and desist from violating any law, except as follows:

17. Neither I nor any company of which I was an officer, director or key management person at the time has ever been subject to any civil action alleging fraud, negligence or violation of any applicable racketeering statutes (state or federal), except as follows:

18. I am not and none of the employees, officers or directors of: (name of company) is an employee, officer or director of any other administrator, program manager, servicing organization or insurance producer of the Fund, nor do I or any of the employees, officers or directors of (name of company) have a direct or indirect financial interest in any other administrator, program manager, servicing organization or insurance producer of the Fund, except as follows:

18a. Any direct or indirect financial interest or any position held as employee, officer or director in any other administrator, program manager, servicing organization, or insurance producer of the Fund, as described above, has been disclosed to the fund commissioners or executive committee, as applicable. (Yes/No)



Dated and signed this	day of	at	·
knowledge and belief at consent to the New Jerse	nd further, by the Ty Department of Tions on the biog	he affixation Insurance to graphical data	oing statements are true and correct to the best of my of my signature herein, I hereby give my certified to verify the representations and information supplied a form, with any Federal, State, municipal or other in thereon.
			(Signature of Affiant)
State of County of			
=	that affiant execu	ited the above	efore me, personally known to me, who, being duly e instrument and that the statements and answers fiant's knowledge and belief.
Subscribed and sworn to	before me this _	day of	<del>.</del>
			Notary Public
			My Commission Expires
(SEAL)			



# EXHIBIT D



# NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
ss:  COUNTY OF  I of the City of
in the County ofand the State of
Of the firm of
of full age, being duly sworn according to law on my oath depose and say:
<ol> <li>THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;</li> <li>THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;</li> </ol>
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVITARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT NJSIG RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OF SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25).
(N.J.S.A. 52:34-15)
(Name of Contractor)
(Also type or print name of affiant under signature)
Subscribed and sworn to before me this
Day of 20
Notary Public of My commission expires:



# EXHIBIT E

# **New Jersey Schools Insurance Group**

6000 Midlantic Drive Suite 300 North Mount Laurel, New Jersey 08054 (609) 386-6060 • FAX (609) 386-8877 www.njsig.org

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN Page 1 of 2

Bid Name:	
Bid Due Date:	
Bidder:	_

# PART 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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Schools Insurance Group under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

# **New Jersey Schools Insurance Group**

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PART 2 is required to be completed if both certification boxes in PART 1 were not certified.

# <u>PART 2</u>: PLEASE PROVIDE 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, engaged in the investment activities in Iran outlined above be completing the section below.

# PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name	Relationship to Bidder/Offeror
Description of Activiti	S
Duration of Engageme	ntAnticipated Cessation Date
PART 3: CERTIFICA	TION SIGNATURE:
and any attachments of authorized to execute that the New Jersey Sc acknowledge that I and completion of any con-	ally sworn upon my oath, hereby represent and state that the foregoing information hereto to the best of my knowledge are true and complete. I attest that I am his certification on behalf of the above referenced person or entity. I acknowledge hools Insurance Group is relying on the information contained herein and thereby under a continuing obligation from the date of this certification through the tracts with the New Jersey Schools Insurance Group to notify the New Jersey up in writing of any changes to the answers of information contained herein.
this certification, and if it will also constitute a and that the <b>New Jerse</b> this certification void a be responsive to the sp	aware that it is a criminal offense to make a false statement or misrepresentation in I do so, I recognize that I am subject to criminal prosecution under the law and that material breach of my agreement(s) with the <b>New Jersey Schools Insurance Group</b> of <b>Schools Insurance Group</b> at its option may declare any contract(s) resulting from an dunenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to ecifications. Failure to complete Parts 1 and 3 or parts 2 and 3 will render the bid bid shall not be considered for an award.
	 Print Name