

REQUEST FOR PROPOSAL

RFP # 024-01

**DEFENSE ATTORNEY FOR THE
GLOUCESTER COUNTY INSURANCE COMMISSION**

**SUBMISSION DEADLINE
AT WHICH TIME PROPOSALS WILL BE OPENED IS**

October 17, 2024

2:00 P.M.

ADDRESS ALL PROPOSALS TO:

**CATHY DODD
C/O PERMA
GLOUCESTER COUNTY INSURANCE COMMISSION
9 CAMPUS DRIVE, SUITE 216
PARSIPPANY, NJ 07054
(CONTAINS GCIC RFP)**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

GLOUCESTER COUNTY INSURANCE COMMISSION
9 CAMPUS DRIVE, SUITE 216
PARSIPPANY, NJ 07054

CONTACT PERSON

Cathy Dodd – 973-659-6410, cdodd@permainc.com
Bradford Stokes – 856-552-6816, bstokes@permainc.com

PURPOSE OF REQUEST

The Gloucester County Insurance Commission is requesting proposals from qualified individuals and firms for the provision of Defense Attorney. Currently, the members of the Gloucester County Insurance Commission are Gloucester County, Rowan College of South Jersey, Gloucester County Improvement Authority, Gloucester County Utility Authority and the Gloucester County Library.

PROPOSAL SUBMISSION

Submit one original paper copy, clearly marked as “ORIGINAL” plus 2 copies. The proposal must be addressed to:

Cathy Dodd
Gloucester County Insurance Commission
C/O PERMA
9 Campus Drive, Suite 216
Parsippany, NJ 07054
(Contains GCIC RFP)

PERIOD OF CONTRACT

January 1, 2025 through December 31, 2025

METHOD OF PAYMENT

Contractor shall be paid in accordance with the Contract document upon receipt of an invoice and a properly executed voucher. After approval by Insurance Commission, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

PROCEDURE FOR PAYMENT OF BILLS

The Contractor shall bill on a monthly basis for work performed pursuant to this contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the Insurance Commission's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the regular monthly meeting of the Insurance Commission. At each such meeting, the Insurance Commission shall approve and certify the submitted bills, and direct that payment be made within 10 days of such meeting date.

In the event that the Insurance Commission shall determine that all or some portion of the payment should be withheld, the Insurance Commission shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment. In such case any approved amounts shall be paid in accordance with the provisions of this section.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. Seq., be submitted to non-binding mediation.

CONTRACT FORM

The successful proposer shall be required to execute the Insurance Commission's approved form of professional services contract, which includes indemnification, insurance, termination and licensing provisions set forth in this RFP. Where inconsistent, the terms of the Insurance Commission's professional services contract shall prevail.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Insurance Commission arising out of, or by reason of, the work done and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSAL FOR**

1. **NATURE OF SERVICES** – The Insurance Commission is requesting proposals from qualified individuals and firms for the provision of Defense Attorney services.

The Proposer should educate itself further with regard to additional statistical information which it may need to prepare its proposal.

2. **GENERAL INFORMATION ON THE FUNCTIONS OF THE COMMISSION**

The Insurance Commission is organized pursuant to Article 3 of N.J.S.A. 40A:10 to provide property/casualty insurance to its member local units. The Insurance Commission also provides its members with a comprehensive risk control and claims management program. The Insurance Commission is governed by its Insurance Commissioners. The Insurance Commission is regulated by the Department of Banking and Insurance.

3. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL** – Proposers should submit a technical proposal which contains the following:

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- B. The age of the proposer’s firm and the average number of employees over the past three years;
- C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- D. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other Insurance Commission’s at other levels of government. Contact information for the recipients of the similar services must be provided. The Insurance Commission may obtain references from any of the parties listed;
- E. A detailed plan for providing the proposed services;
- F. Proof of professional liability insurance;
- G. Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
- H. Statement that the firm has Workers’ Compensation and Employer’s Liability Insurance in accordance with New Jersey law;

- I.** Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
- J.** A description of the proposer's office location and an explanation of the proposer's availability for meetings, conferences, training and emergency response at the Insurance Commission's facilities;
- K.** A Certification of Disbarment (copy of form attached)
- L.** A completed Non-Collusion Affidavit (copy of form attached);
- M.** A completed Owner Disclosure Statement (copy of form attached);
- N.** Disclosure of Investment Activities in Russia, Belarus & Iran (copy of form attached);
- O.** A copy of the proposer's Business Registration Statement.

MINIMUM QUALIFICATIONS

As a minimum, the applicant shall have seven years experience defending Public Entities for a joint insurance fund of the State of New Jersey or fifteen years experience as a Defense Attorney for governmental entities. The applicant must demonstrate a consistent pattern of successfully controlling litigation. The applicant also must demonstrate a high degree of knowledge concerning (1) the operation of local governmental units in New Jersey, and (2) workers' compensation, and Title 59 liability matters involving New Jersey governmental entities.

The responder must designate and provide background information on all attorneys who may be assigned to defend the Fund.

MANDATORY CONTENTS OF PROPOSAL

In its proposal, the firm must include the following:

- 1) A statement accepting the fee schedule promulgated by the Insurance Commission.
- 2) An executive summary of not more than three pages identifying and substantiating why the vendor is best qualified to provide the requested services.
- 3) 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. Also include (a) a copy of the data forms required by the Department of Banking and Insurance pursuant to NJAC 11:15 – 2.6 (c) 8. (copy attached)
- 4) A description of the vendor's experience in performing services of the type described in this RFP. Specifically identify client size and specific examples of similarities with the scope of services required under this RFP.
- 5) A description of resources of the vendor (i.e., background, location, experience, staff resources, financial resources, other resources, etc.).
- 6) 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. Describe your presence in New Jersey. Specifically, the vendor must state in its proposal whether or not the vendor is registered as a small business enterprise ("SBE") with the New Jersey Commerce and Economic Growth Insurance Commission New Jersey's Set-Aside Program.
- 7) Provide references including the contact names, titles and phone numbers.
- 8) In its 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, or the Insurance Commission.

INTERVIEW

The Insurance Commission 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. The Insurance Commission reserves the right to request clarifying information subsequent to submission of the proposal.

4. PAYMENT SCHEDULE:

The services provided under this agreement shall be paid for monthly by the Insurance Commission, payable after the services are completed and the invoice is submitted and approved by the Insurance Commission.

5. LICENSING:

If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to its taking effect, the successful proposer shall provide to the Insurance Commission a copy of all current licenses to operate in the State of New Jersey. All licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

Successful proposer shall notify the Insurance Commission immediately in the event of suspension, revocation or any change in status (or in the event of initiation of any action in status) of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the contract, provide the Insurance Commission with proof of renewal of any license for any of proposer's employees, which renewals occur during the term of the contract.

6. INDEMNIFICATION:

The successful proposer shall be responsible for, shall keep, save and hold the Gloucester County Insurance Commission, and its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the GCIC, harmless from, and shall indemnify the Gloucester County Insurance Commission, and its elected and appointed officials, its agents, employees and volunteers and others, against any claim, loss liability, expense (specifically including but not limited to costs, counsel fees, and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the successful proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the successful proposer's failure to provide for the safety and protection of its employees, or from the successful proposer's performance or failure to perform pursuant to the terms and provisions of this contract.

The successful proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

7. **INSURANCE:**

The successful proposer shall maintain professional liability, general liability, automobile liability, and Worker's Compensation Insurance in amounts and with companies deemed satisfactory by the Insurance Commission.

The insurance company must be licensed to do business in the State of New Jersey and be in compliance with any and all applicable requirements of the State of New Jersey.

The successful proposer shall, simultaneously with the execution of a contract, deliver certifications of said insurance to the Insurance Commission, naming the Insurance Commission as an additional insured, Gloucester County Insurance Commission.

8. **APPLICABLE LAW:**

The terms and provisions of this contract shall be construed pursuant to the laws of the State of New Jersey.

9. **INDEPENDENT CONTRACTOR STATUS:**

The parties acknowledge that the successful proposer is an independent contractor and is not an agent of the Insurance Commission.

10. **TERMINATION:**

Any contract entered into by and between the Insurance Commission and the successful proposer may be terminated as follows:

A. If successful proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

B. The Insurance Commission shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar (10) days' notice to the successful proposer. However, the Insurance Commission shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.

Note: Supplemental information may be requested, and an interview may be required.

11. **COST PROPOSAL:**

Proposers should submit a cost proposal which would include all details of any fees to be paid to proposer. The Insurance Commission does not provide payment for or reimbursement for travel expenses.

12. DISCUSSIONS WITH PROPOSERS:

An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Insurance Commission. However, the Insurance Commission may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.

13. PROPOSAL EVALUATION:

The Insurance Commission will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the Insurance Commission. The Insurance Commission may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The Insurance Commission will make the award that is in the best interest of the Insurance Commission based on cost and other considerations.

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

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Insurance Commission reserves the right to:

- a. Not select any of the proposals.
- b. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled".)
- c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The Insurance Commission shall not be obligated to explain the results of the evaluation process to any proposer.

The Insurance Commission may require proposers to demonstrate any services described in their proposal prior to award.

14. PROPOSAL LIMITATIONS:

This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Insurance Commission by issuance of this RFP. The Insurance Commission reserves the right in the Insurance Commission's sole discretion to refuse any proposal submitted.

15. USE OF INFORMATION:

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Insurance Commission to the proposer in connection with this RFP

shall remain the property of the Insurance Commission. When in tangible form, all copies of such information shall be returned to the Insurance Commission upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Insurance Commission or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

16. PROPRIETARY INFORMATION:

Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the Insurance Commission. All materials submitted become the property of the Gloucester County Insurance Commission and may be returned only at the Insurance Commission's option.

17. GENERAL TERMS AND CONDITIONS:

- A.** The Insurance Commission reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Insurance Commission to do so.
- B.** In case of failure by the successful proposer, the Gloucester County Insurance Commission may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C.** The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. General and Automobile Liability and shall be subject to approval for adequacy of protection.
- D.** Each proposal must be signed by the person authorized to do so.
- E.** Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Insurance Commission.
- F.** The Insurance Commission is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- G.** The contract shall be in effect for one (1) year from date of award unless otherwise stated.
- H.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Insurance

Commission assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.

- I.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. 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, sex or handicap. Such action 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.
- J.** All services shall be performed within the United State of America.
- K.** All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- L.** By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Insurance Commission harmless in any case of any such infringement.
- M.** No proposer shall influence, or attempt to influence or cause to be influenced, any Insurance Commission officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

- N.** No proposer shall cause or influence, or attempt to cause or influence, any Insurance Commission officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- O.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Insurance Commission purchasing agent's decision shall be final and conclusive.
- P.** The Gloucester County Insurance Commission shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- Q.** Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Insurance Commission no fewer than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- R.** The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

(To be completed by Insurance Commission evaluation committee)

100 Point total will be used to determine the Award

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
N. Proposal contains all required checklist information <u> 5 </u> points	
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u> 25 </u> points	
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points	
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points	
E. Reasonableness of Cost Proposal <u> 20 </u> points	
TOTAL	

CERTIFICATION OF DEBARMENT

**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, titled Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

I am _____ of the firm _____
(Your Title) (Name of Your Organization)

(Address of Your Organization)

CHOOSE THE FOLLOWING

- () A. I hereby certify on behalf of _____ that
(Name of Your Organization)
neither it nor its principals are debarred, suspended, proposed for
debarment, declared ineligible, or voluntarily excluded from participation in this
transaction by any federal department or
agency.
- () B. I am unable to certify to any of the statements set forth in this
certification. I have attached an explanation to this form.

(Signature)

Type Name & Title

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY _____

ss:

I AM _____

OF THE FIRM OF

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. 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;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE GLOUCESTER COUNTY INSURANCE COMMISSION 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 OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A Insurance 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)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY

OF _____ 20 _____.

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMISSION EXPIRES: _____ 20 _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury’s Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury’s Russia-Belarus list. Both lists are found on Treasury’s website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS

p

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury’s lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

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I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury’s lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

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I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Gloucester County Insurance Commission (GCIC) is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the GCIC to notify the GCIC in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the GCIC and that the GCIC at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

STATE CONTRACTOR BUSINESS REGISTRATION PROGRAM

Effective September 1, 2004, P.L. 2004, c. 57 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. (see attached sample Business Registration Certificate). Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid or proposal. **ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR INSURANCE COMMISSION CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID OR RFP IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID OR RFP.** Questions regarding this law may be directed to the New Jersey Department of Taxation. To obtain a Business Registration Certificate go to: www.state.nj.us/treasury/revenue Click on: Business Registration & Formation. Click on: Obtain a certificate of registration. Click on: Obtain a certificate online.

The Insurance Commission strongly recommends that all vendors provide their BRC (and BRC's for each subcontractor) with submission of bids or RFP's.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 PO BOX 252
 TRENTON, NJ 08646-0252


TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**
 TRADE NAME: **CLIENT REGISTRATION**

TAXPAYER IDENTIFICATION#: **970-097-382/500**
 SEQUENCE NUMBER: **0107330**

ADDRESS: **847 ROEBLING AVE
 TRENTON NJ 08611**
 ISSUANCE DATE: **07/14/04**

EFFECTIVE DATE: **01/01/01**
 Act. Director *John S. Tully*

FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
 TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
 20041014112823533

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 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 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 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 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, 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 applicable 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, 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.

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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX B

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Gloucester County Insurance Commission, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.