

REQUEST FOR PROPOSAL

RFP # 25-09

**CLAIMS ADMINISTRATION FOR THE
GLOUCESTER COUNTY INSURANCE COMMISSION**

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

**October 17, 2024
2:00 PM**

ADDRESS ALL PROPOSALS TO:

**CATHY DODD
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
Executive Director’s Office

PURPOSE OF REQUEST

The Gloucester County Insurance Commission is requesting proposals from qualified individuals and firms to provide Claims Administration Services for the Gloucester County Insurance Commission.

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
9 Campus Drive, Suite 216
Parsippany, NJ 07054
(CONTAINS GCIC RFP)

DUE DATE:

October 17, 2024 - 2:00 PM

PERIOD OF CONTRACT

January 1, 2025 through December 31, 2027

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 or quarterly 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 second monthly meeting of the Gloucester County Insurance Commission, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Insurance Commission shall approve and certify the submitted bills, and direct that payment be made within 10 days of such meeting date.

The Insurance Commission shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. 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.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

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 form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

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 Gloucester County Insurance Commission arising out of, or by reason of, the work done and materials furnished under this Contract.

**REQUEST FOR PROPOSALS FOR CLAIMS ADMINISTRATION SERVICES FOR THE
GLOUCESTER COUNTY INSURANCE COMMISSION**

PART I

Instructions To Vendors

This is a 26-page document. Please be sure to read each and every page, including, without limitation, all attachments.

1.0 PURPOSE

The intent of this Request For Proposals and resulting contract is to obtain the services of a claims administrator for the Gloucester County Insurance Commission. The term of contract will be for Three Years from date of award.

Firms responding to this Request For Proposals should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

Despite any language contained herein to the contrary, this Request For Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which the Insurance Commission may choose a contractor(s) that best meet(s) the Insurance Commission's needs. It is the Insurance Commission's intent that no statutory, regulatory, or common law bidding requirement apply to this Request For Proposals. The Insurance Commission intends to award this contract pursuant to N.J.S.A. 40A:11-5(1)(m).

2.0 BACKGROUND INFORMATION

The Gloucester County Insurance Commission was established pursuant to N.J.S.A. 40A:10-36 et seq., which permits local units to join together to form a joint Insurance Commission. (hereinafter the "Insurance Commission"). Currently, there are five members of the Insurance Commission. The member entities are Gloucester County, Rowan College at Gloucester County, Gloucester County Improvement Authority, Gloucester County Utility Authority and the Gloucester County Library Insurance Commission. The Insurance Commission requires a claim administration services as more fully described in the Scope of Services, Part II, Section A. The specific extent and character of the legal services to be performed shall be subject to the general control and approval of the Insurance Commission.

3.0 COMPLIANCE WITH LAWS

The successful firm(s) shall comply with all applicable federal, state and local statutes, rules and regulations.

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

4.1 SUBMISSION OF PROPOSALS

An original and an electronic copy on a flash drive **INCLUSIVE OF ALL INFORMATION** required in Part II, Proposal Requirements should be provided. Proposals must be provided to:

Cathy Dodd
Gloucester County Insurance Commission
9 Campus Drive, Suite 216
Parsippany, NJ 07054
(CONTAINS GCIC RFP)

Proposals must be received no later than **Thursday, October 17, 2024 at 2:00 P.M.** Any proposals received after said date whether by mail or otherwise, will be returned unopened. Proposals should be provided in a sealed envelope with the title of the **GCIC RFP** clearly marked on the outside. It is recommended that each proposal package be hand delivered. The Insurance Commission assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, telephone, or e-mail is **NOT PERMITTED**.

Final selection of firm(s) shall be made by the Insurance Commission by formal resolution. Contract(s) for services will be provided by the Insurance Commission.

4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS

Any questions regarding this Request For Proposals must be made in writing to Cathy Dodd, Gloucester County Insurance Commission, 9 Campus Drive, Suite 216, Parsippany, NJ 07054. Email: cdodd@permainc.com

4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS

Addenda/revisions to this Request For Proposals shall be provided to all firms who have received this Request For Proposals.

5.0 INSURANCE

Prior to commencing work under contract, the successful firm(s) shall furnish the Insurance Commission with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the Insurance Commission. Firms must give the Insurance Commission a sixty day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request For Proposals:

5.1 PROFESSIONAL LIABILITY

Professional liability insurance in an amount adequate to cover all services detailed herein.

5.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey;

5.3 GENERAL LIABILITY

\$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate for bodily injury and property damage. The

Insurance Commission shall be named as additional insured with respect to general liability.

5.4 AUTO LIABILITY

\$100,000.00 per occurrence, \$300,000.00 aggregate. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

6.0 INDEMNIFICATION

The selected firm(s) shall defend, indemnify and hold harmless the Insurance Commission, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the selected firm's acts or omissions in connection with this agreement.

7.0 MISCELLANEOUS REQUIREMENTS

7.1 The Insurance Commission will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request For Proposals. Emphasis should be on completeness and clarity of content.

7.2 The contents of the proposal submitted by the successful firm(s) and this Request for Proposals may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the Insurance Commission.

7.3 Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.

7.4 The Insurance Commission reserves the right to reject any and all proposals received by reason of this Request For Proposals, or to negotiate separately in any manner necessary to serve the best interests of Insurance Commission. Firms whose proposals are not accepted will be notified in writing.

7.5 Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Insurance Commission Chairman.

7.6 The selected firm(s) shall be required to comply with the requirements of P.L. 1975, c. 127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of agreement.

7.7 The selected firm(s) shall be required to complete the Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (see attached certification) prior to the commencement of services. This requirement will be addressed upon execution of agreement.

7.8 All responses to this Request For Proposals shall be subject to public scrutiny in accordance with

New Jersey statutes, rules, and regulations.

7.9 Any contract for services shall be subject to the availability and appropriation of sufficient Insurance Commissions for this purpose annually.

7.10 Contracts awarded pursuant to this Request For Proposals may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the Insurance Commission.

7.11 All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.13, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Insurance Commission (“ELEC”) if, during the calendar year, they receive a contract(s) in excess of \$50,000 from public entities, including the Insurance Commission. It is the firm’s responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.

7.12 All Firms are further advised that effective September 1, 2004, c. 7 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. 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. **ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR LOCAL GOVERNMENT CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID OR PROPOSAL IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID OR PROPOSAL.**

7.13 APPROVAL AND CERTIFICATION OF BILLING STATEMENT: Authorization for payment of periodic billing, final payments or retainage monies requires approval and certification by formal resolution of the Insurance Commission. Pursuant to P.L. 2006, c. 96, all billing amounts due under a contract with the successful bidder and all required purchasing documents must be received at least ten (10) days in advance of the next scheduled public meeting of Insurance Commission for the month in which payment is requested. Approved and certified amounts due will be paid during the Insurance Commission’s subsequent payment cycle.

8.0 CRITERIA FOR EVALUATION OF PROPOSALS & BASIS OF AWARD

The RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below:

8.1 Proposal contains all required checklist information

8.2 Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned

8.3 Relevance and Extent of Similar Engagements performed

8.4 Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability

8.5 Reasonableness of Cost Proposal

***See scoring sheet on page 8**

**(To be completed by Insurance Commission evaluation committee)
 (100 Point total will be used to determine the Award)**

The Insurance Commission will select the vendor deemed most advantageous to the Insurance Commission, based on price and other factors considered.

| EVALUATION FACTORS | SCORE |
|---|--------------|
| 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. | |
| A. 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 | |
| TOTALS | |

PART II

PROPOSAL REQUIREMENTS

Vendors are requested to propose Claims Administration for the Gloucester County Insurance Commission.

FORMAT

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Certification of Debarment
- G. Non-Collusion Affidavit
- H. Stockholder Certification
- I. Political Contribution Disclosure Certification
- J. Disclosure of Investment Activities in Russia, Belarus & Iran
- K. State Contractor Business Registration Program

All sections are to be addressed and specifically referenced.

The following explains what we expect in each of the major sections.

SECTION A - SCOPE OF SERVICES

The successful candidate will provide the following claims administrator services:

- a) Ensure key local personnel conduct service calls as needed at each participating department or entity for the purpose of establishing lines of communications and reporting procedures.
- b) Provide a reporting procedure for accidents occurring after normal business hours, during holidays, or on weekends.
- c) Provide complete handling of all loss adjustments, investigations, and settlements within the approval authority of reported claims. A reported claim shall include any of the following:
 - i. A notice of automobile physical damage to a member's vehicle submitted by the member to the SERVICE PROVIDER.
 - ii. A notice of first party property damage to a member's building, contents, equipment, etc.
 - iii. The receipt of a letter from an attorney representing a third party seeking damages.
 - iv. The receipt of a notice of the commencement of a lawsuit by a third party.

- v. The receipt of a notice, letter or claim from an employee regarding a worker compensation first notice of claim or claim petition.
 - vi. Notice in any other written or verbal form of a claim for which payment, or indemnification may be required, including potential claim wherein the Insurance Commission may not provide coverage but, nonetheless has an obligation to provide a defense pursuant to a reservation of rights or similar instrument.
- d) Maintain a claim file for each reported claim and to preserve such records as required by state statutes and/or regulations. Such records shall be provided to the Insurance Commission upon request. In addition, the SERVICE PROVIDER will also store closed claim files in a secure, temperature-controlled facility. Any requests to destroy closed claim files must be forwarded to the Insurance Commission for review and consideration prior to destruction.
- e) Submit monthly loss run reports in the format(s) as designated by the Insurance Commission by line of coverage, by year, and by member entity or department within ten (10) days following the end of each month. The year end report shall provide complete data by incurred year in such a format as to be readily usable by all service professionals without further modification.
- f) The Insurance Commission intends to promulgate a Workers' Compensation and Employers' Liability experience modification for each participating entity or department. Based upon the Mandatory Merit Rating Plan on file with the New Jersey Insurance Commissioner of Insurance, the SERVICE PROVIDER agrees to provide the Insurance Commission with claims experience data in a timely manner and in a format which pays specific attention to the Workers' Compensation experience reporting requirements set forth in N.J.S.A. 34:15-88 and N.J.S.A. 34:15-89, and other special requirements of the Insurance Commission.
- g) All reports required by this Agreement shall be provided by the SERVICE PROVIDER with sufficient copies to allow for distribution to the Insurance Commission, member departments and entities.
- h) The SERVICE PROVIDER agrees to prepare reports required pursuant to P.L. 1983 C.372 and any regulations enacted pursuant thereto. Upon disclosure, the SERVICE PROVIDER will have thirty (30) days to advise the Insurance Commission in writing of its capabilities of producing the reports as well as any additional request for payment.
- i) Provide complete accounting for the claims administration program which at all times is subject to review by the Insurance Commission.
- j) Set claim reserves and provide a continuous review and updating to reflect changes.
- k) Report excess claims based on the time frame and reporting requirements established by the Insurance Commission or its excess insurance carriers and reinsurers.
- 1. Furthermore, the SERVICE PROVIDER will coordinate investigations on litigated claims with attorneys of the excess insurance carrier (s) or reinsurers as required.
- l) Be available to consult on any coverage or insurance matters and make available the expertise and experience of the SERVICE PROVIDER's staff of professionals to assist in achieving a successful self-insurance program.
- m) Assist in the collection of claims against others for damage to the participating members' property and make

recommendations regarding salvage matters.

n) Prepare all checks or vouchers to satisfy all approved and authorized claims (including allocated claims expense) for Workers' Compensation, General Liability, including Police Professional, Automobile Liability and First Party Property Losses including Automobile Physical Damage, all as provided for in the Risk Management Plan.

o) The SERVICE PROVIDER will formally notify the Insurance Commission five (5) working days in advance of the regularly scheduled meeting in a format acceptable to the Insurance Commission on any claim which is subject to payment that exceed Fifteen Thousand dollars (\$15,000) for Auto Liability and Physical Damage, Worker Compensation and General Liability Claims, Police Professional Claims and First Party Property Claims, inclusive of legal fees, expenses, and such other items to be charged to the Insurance Commission. This notification also includes any prior claim where a request for additional payment authority is needed beyond an amount previously approved. The Insurance Commission's designee will advise the SERVICE PROVIDER whether it accepts or rejects the payment authorization request. In addition, the SERVICE PROVIDER will be expected to present claims approved at the next regularly scheduled meeting for consideration for approval by the Insurance Commission.

p) If during the course of an investigation the SERVICE PROVIDER determines the existence of a hazardous condition, the SERVICE PROVIDER will immediately prepare a written report which will be forwarded to the Insurance Commission and its Safety Director.

q) All sizeable and unusual claims will be reviewed by the SERVICE PROVIDER's internal legal staff at no additional cost and the results of such review shall be provided to the Insurance Commission.

r) Provide such other services as may be required by the Insurance Commission, its bylaws, the Risk Management Plan and applicable statutes and regulations.

s) Provide all necessary personnel to perform the services agreed upon herein.

t) Comply with and apply all cost containment and managed care programs adopted by the Insurance Commission.

u) When requesting imprest account transfers, provide the Insurance Commission Treasurer with a listing of proposed transfers by year and line of coverage, along with check registers, void check registers, and adjustment registers, netting to the amount of requested transfers.

v) Supply monthly financial reports detailing, summarizing, and reconciling imprest transfers, claim payments, and other financial transactions (voids, reInsurance Commissions, recoveries, etc.) in the manner specified by the Insurance Commission.

w) The claims management system must provide for a historical claims database accessible by valuation date and current claim information. Claim data from the INSURANCE COMMISSION's SERVICE PROVIDER will be integrated with the Insurance Commission's existing claims management system. The existing system uses standard NAIC codes. The SERVICE PROVIDER shall provide the Insurance Commission with monthly transaction files. The data on these files will be converted to a standardized format. The SERVICE PROVIDER will provide:

- record layout
- name and phone number of a systems contact

- list of codes and translations
- test file

x) The SERVICE PROVIDER agrees to set up dedicated units to adjust workers' compensation and liability claims. In addition, the SERVICE PROVIDER will make every attempt to have all files remain with the initial assigned adjuster for the life of the claim file.

y) The SERVICE PROVIDER agrees to provide a field investigator to take written statements from the claimant, employer and witnesses and responsible for the Medicare reporting.

z) The SERVICE PROVIDER agrees to handle member entity deductibles such as POL/EPL ancillary coverage which is commercial insured. The GCIC TPA will advance litigation defense costs inclusive of attorney's fees, mediation/arbitration fees, and any settlement amounts falling within the given self-insured retention. Member entities will be billed by the Commission. The GCIC and/or the Fund's TPA will provide an ongoing report to the member entity so it will know the reimbursement costs which are due in advance.

SECTION B - RESUME

This section shall address areas as outlined:

1. Name and address of your firm and the corporate officer authorized to execute agreements.
2. Briefly describe your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
3. Describe in general your firm's regional, statewide, and local service capabilities.
4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the Insurance Commission and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the Insurance Commission.
5. Provide a listing of local governmental clients with which you have similar contracts; include the name, address and telephone number of the contact person.
6. Provide your firm's insurance coverage as set forth in Part I, Section 5 of this RFP.
7. Provide a statement of assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have an impact on your firm's operations.

SECTION C - FACILITIES

This section should address areas as outlined:

1. **OFFICE LOCATIONS**

- a. For your firm's facilities which are located closest to Gloucester County, New Jersey, provide:
 1. The location.
 2. Firm personnel assigned to this location.
 3. The activities of the firm performed at this location
- b. For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office. Firms where all activities are performed at one location should leave this paragraph blank.

SECTION D - CONFLICT OF INTEREST

This section should disclose any potential conflicts of interest that the firm may have in performing these services for the Insurance Commission.

SECTION E - FEES

Provide a detailed proposal for fees chargeable to the Insurance Commission. Where applicable provide meeting fees, hourly fees and all costs that may be chargeable to the Insurance Commission. The Insurance Commission annual average claim activity is as follows:

- Workers' Compensation – 189 Claims
- Property – 8 claims
- Auto Liability – 11 claims
- Auto Physical Damage – 18 claims
- Police Professional – 8 claims
- General Liability – 58 claims

***All respondents are to provide a Lump Sum or per claim fee to take over any open claims from the Fund's current Claims Administrator for:**

Open claims from the Insurance Commissions inception, 3/01/10 to present. (125 open as of 8/31/24)

Note: The Insurance Commission reserves the right to negotiate with any or all vendors in meeting the evaluation criteria set forth herein.

SECTION F

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: _____

SECTION G

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF _____

I _____ of the _____ of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

Of the firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and 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 project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a Insurance Commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of Contractor) (N.J.S.A. 52:34-15)

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

Day of _____ 20_____.

Notary Public of

My Insurance Commission expires:

SECTION H

**STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)
FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

CHECK ONE:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check which business entity applies:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Partnership Limited Liability
Corporation

Subchapter S Corporation Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where incorporated: _____

Business Address:

| | | | |
|----------------|------|-------|-----|
| Street Address | City | State | Zip |
|----------------|------|-------|-----|

| | | |
|-------------|------|-------|
| Telephone # | Fax# | Email |
|-------------|------|-------|

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

| | |
|------|--------------|
| Name | Home Address |
|------|--------------|

| | |
|------|--------------|
| Name | Home Address |
|------|--------------|

| | |
|------|--------------|
| Name | Home Address |
|------|--------------|

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: _____ Date: _____

Printed Name and Title: _____

Sworn and subscribed
before me this _____
day of _____ 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



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



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



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 | |

SECTION K

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, N.J. 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 | <i>John S. Tully</i> Acting Director |
| 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 thereto, 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.