

**REQUEST FOR PROPOSAL FOR
EXECUTIVE DIRECTOR FOR THE
BURLINGTON COUNTY INSURANCE COMMISSION**

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

Date Issued: October 15, 2021

Responses Due by: November 4, 2021, 3:00 PM

ADDRESS ALL PROPOSALS TO:

Burlington County Insurance Commission
Att: Cathy Dodd
9 Campus Drive, Suite 216
Parsippany, NJ 07054
(Contains BCIC RFP)

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

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

CONTACT PERSON

Cathy Dodd, Senior Account Manager
cdodd@permainc.com
973-659-6410

PURPOSE OF REQUEST

The Burlington County Insurance Commission is requesting proposals from qualified individuals and firms to provide an Executive Director for the Burlington County Insurance Commission for the Property & Casualty Coverage and Health Coverage.

PERIOD OF CONTRACT

The appointment will be for a one-year term from January 1, 2022 through December 31, 2022 with an option to extend the contract for two one-year periods.

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 Commission, the payment voucher shall be placed in line for prompt payment.

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 Commission's periodic billing date.

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

The Commission shall examine the bills submitted on the periodic billing date prior to the

Executive Meeting. In the event that the Commission shall determine that all or some portion of the payment should be withheld, the 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 Executive 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 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 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. **BURLINGTON COUNTY INSURANCE COMMISSION FACTS** - The Burlington 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. Currently, the members of the Burlington County Insurance Commission for Property & Casualty coverage are Burlington County, Burlington County Bridge Commission, Burlington County Board of Social Services, Rowan College at Burlington County, Burlington County Institute of Technology and Burlington County Special Services School District. The current members for Health are Burlington County and Burlington County Bridge Commission.

2. **NATURE OF SERVICES** – The Burlington County Insurance Commission is requesting proposals from qualified individuals and firms to provide an Executive Director for the Burlington County Insurance Commission.

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

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 County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The 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 Commission's facilities;
- K.** An Affirmative Action Statement (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.** A statement that the proposer will comply with the General Terms and Conditions required by Commission and enter into the Commission's standard Professional Services Contract;
- O.** A copy of the proposer's Business Registration Statement.
- P.** A representation that all services will be performed within the United States of America.
- Q.** Disclosure of Investment Activities in Iran

4. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL –

Property & Casualty

A. The successful candidate will provide services related to, but not necessarily limited to:

- a) The Administrator shall act as the Executive Director/Administrator to carry out the policies established by the Commission, and to otherwise administer and provide for the day-to-day management of the Commission.
- b) Annually prepare and distribute a Members' Manual which shall include, at the very minimum, the following documents: Policy and Procedures Manual, Plan of Risk Management, Coverage Documents, and Bylaws.
- c) Maintain the underwriting files, prepare budgets, and compile and bill assessments.
- d) Prepare new members' submissions, and supply underwriting data to Commission professionals as needed.

- e) Maintain the general ledger and accounts payable records.
- f) Coordinate the Commission's meetings, agendas, minutes, elections, and contracts, as well as maintain the official records and offices.
- g) Prepare request for proposals for services such as claims administration, safety engineering, actuarial, and other areas as needed.
- h) Prepare all filings required by state regulators.
- i) Attend all meetings of the Commission.
- j) Assume overall executive responsibility for the operation of the Commission, except that the Executive Director/Administrator shall not be responsible for the errors and omissions of any other servicing organization except as to generally monitor the compliance of said organization with the directions of the Commissioners, or performance in accordance with their professional services agreement with the Commission, or the applicable statutes and regulations as to the form and timeliness of said undertakings by the contracted professional.
- k) To professionally perform such other duties as may be determined by the Commission, its Bylaws, and applicable statutes and regulations.

Health

A. The successful candidate will provide services related to, but not necessarily limited to:

- a) Appoint an individual to serve as "Administrator" whom shall act as the Executive Director/Administrator and carry out the policies established by the Commissioners or Executive Committee, and to otherwise administer and provide for the day-to-day management of the Commission.
- b) Prepare, for approval of the Executive Committee, and implement the FUND's operations manual and the policy and procedures manual.
- c) Prepare the Commission's budget, compile and bill the monthly assessments.
- d) Maintain the Commission's underwriting files, including census data, prepare new member submissions for review by the Executive Committee, and supply underwriting data to other FUND professionals as needed.
- e) Maintain the FUND's general ledger, accounts payable, and accounts receivable functions.
- f) Coordinate the Commission's meeting agendas, minutes, elections, contracts, as well as maintain the Commission's official records and office.
- g) Prepare all filings required by state regulators.
- h) Attend all meetings of the Executive Committee.
- i) Perform such other duties specified by the Executive Committee in its manual of operations pertaining to the Executive Director/Administrator.
- j) Assume overall executive responsibility for the operations of the Commission except that the Administrator shall not be responsible for the errors and omissions of any other Servicing Organization except as to generally monitor the compliance of said organization with the directives of the Executive Committee, their Service Provider Contract, or the applicable statutes and regulations as to the form and timeliness of said undertakings. For example, the Administrator shall be responsible to verify the issuance of excess or reinsurance policies, and the timely receipt of said policies by the Commission, however,

the Administrator shall not be responsible for the content of the policies or the adequacy of the coverage.

- k) Unless the Commissioner of Insurance otherwise permits, the SERVICE PROVIDER shall handle to conclusion, all claims and other obligations incurred during the contract period.
- l) The SERVICE PROVIDER shall comply with the applicable data transmission, security, and privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, including but not limited to, the requirements set forth (and as outlined) in Attachment 1, Business Associate Contract Provisions, which is attached hereto and made a part hereof.
- m) Administer and maintain Commission website to follow State regulations.

II. Resume and letter application for Administrator including all documentation that provides the following for evaluation by the Commission:

- a. Experience, qualifications and reputation in the field for the position sought.
- b. Knowledge of the area of expertise for the position.
- c. Experience and knowledge of the Burlington County Insurance Commission.
- d. Availability to accommodate any required meeting of the Commission.
- e. Designated professional and support staff and location of firm's offices.
- f. References in general and in particular from governmental property-casualty insurance funds or commissions where the professional or contractor has provided similar services as sought herein.

III. Selection of professionals shall be solely on the evaluation of the submitted material in the criteria set forth in this document. The Commission reserves the right to negotiate the terms and conditions of a contract with the successful firm or firms to obtain the most advantageous situation.

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

5. PAYMENT SCHEDULE:

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

6. 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 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 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 Commission with proof of renewal of any license for any of proposer's employees, which renewals occur during the term of the contract.

7. INDEMNIFICATION:

The successful proposer shall be responsible for, shall keep, save and hold the Burlington County Insurance Commission harmless from, and shall indemnify the Burlington County Insurance Commission 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.

8. INSURANCE:

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

9. APPLICABLE LAW:

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

10. INDEPENDENT CONTRACTOR STATUS

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

11. TERMINATION:

Any contract entered into by and between the 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 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 Commission shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.

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

13. DISCUSSIONS WITH PROPOSERS – An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Commission. However, the 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.

14. PROPOSAL EVALUATION – The Burlington County 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 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.

15. 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 at the Commission's sole discretion to refuse any proposal submitted.

16. 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 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.

17. 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 Commission. All materials submitted become the property of the Burlington County Insurance Commission and may be returned only at the Insurance Commission option.

18. 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 Commission to do so.
- B.** In case of failure by the successful proposer, the Burlington 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 or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Burlington County Insurance Commission harmless from, shall indemnify and shall defend the Burlington Insurance Commission 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 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 proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The 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.
- D.** 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.
- E.** Each proposal must be signed by the person authorized to do so.
- F.** Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Burlington County Insurance Commission.
- G.** The Burlington County 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.
- H.** The contract shall be in effect for one (1) year from date of award unless otherwise stated.

- I.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Commission assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J.** 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.
- K.** All services shall be performed within the United State of America.
- L.** 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.
- M.** 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 Commission harmless in any case of any such infringement.

- N.** 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.
- O.** 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.
- P.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Insurance Commission agent's decision shall be final and conclusive.
- Q.** The Burlington County Insurance Commission shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- R.** 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.
- S.** 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 the Insurance Commission evaluation committee)

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
A. Proposal contains all required checklist information <u>5</u> points	
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned <u>25</u> points	
C. Relevance and Extent of Similar Engagements performed <u>25</u> points	
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability <u>25</u> points	
E. Reasonableness of Cost Proposal <u>20</u> points	
TOTALS	

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

- | | INITIAL
BELOW |
|---|------------------|
| A. One original paper copy plus 2 copies | _____ |
| B. Non-Collusion Affidavit properly notarized | _____ |
| C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. | _____ |
| D. Authorized signatures on all forms. | _____ |
| E. Business Registration Certificate(s) Must be submitted prior to award | _____ |

Note: N.J.S.A 52:32-44 provides that the Insurance Commission shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.

NAME OF PROPOSER:

Person, Firm or Corporation

BY: (NAME) (TITLE)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not

discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

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 COUNTY OF xxxxxxxx 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 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 COMMISSION EXPIRES: _____

20

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:

- | | | |
|--|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership Corporation | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> 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: _____

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 BURLINGTON COUNTY INSURANCE COMMISSION under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or

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

<u>PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN</u>	
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 by 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 Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____

<u>PART 3: CERTIFICATION SIGNATURE:</u>	
Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Burlington County Insurance Commission is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Burlington County Insurance Commission to notify the Burlington County Insurance Commission 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, and 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 Burlington County Insurance Commission and that the Burlington County Insurance Commission its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or Parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.	
_____	_____
Signature	Print Name
_____	_____
Title	Date