

Burlington County Insurance Commission

9 Campus Drive, Suite 216
Office of the Administrator
Parsippany, NJ 07054

PURPOSE AND INTENT

Through this Request for Proposal, the Burlington County Insurance Commission (hereinafter “the Commission”) is requesting proposals from qualified individuals and firms to provide Health Actuarial Services. This contract will be awarded through a fair and open process for the period of January 1, 2027 – December 31, 2027 pursuant to NJSA 19:44A-20.4 et seq. and complies with the best practices recommended by Office of the State Controller.

NOTICE OF RFP

The Commission is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Commission Administrator on behalf of the Commission on October 16, 2026, at 3:30 pm in the PERMA Risk Management Services, 9 Campus Drive, Suite 216, Parsippany, NJ 07054 at which time and place responses will be opened for:

Health Actuarial Services

Specifications and instructions may be obtained at the Commission website, <http://bcic-nj.com/>. * We are storing all responses electronically; therefore submit all pages of the response via email in addition to the printed copies.

* All RFP Addenda will be issued on the Commission website. Therefore, all interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.”

Emily Koval, Executive Director
Date Posted to Web: September 14, 2026

1. **Introduction**

The Commission is seeking proposals for furnishing and delivery of professional Health Actuarial Services for the funds and activities under control of the Commission. Currently, the 2027 Commission consists of two members: Burlington County and Burlington County Bridge Commission. The Burlington County Bridge Commission is only in the Commission for the fully insured Medicare eligible retiree program. The 2027 budget for all existing members is estimated at \$37,000,000.

2. **Administrative Conditions and Requirements**

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Commission to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 **Schedule**

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

1	Release of RFP	September 14, 2026
2	Proposal Due Date	October 16, 2026, at 3:30 pm
3	Evaluation Completed	October 2026
4	Insurance Commission Action	November 2026

2.2 **Proposal Submission Information**

Submission Date and Time:

October 16, 2026, at 3:30 pm

One (1) Original (**signed in ink**) and One (1) electronic version .pdf format of the RFP response. The electronic copy shall be properly labeled.

Paper Submission:

Burlington County Insurance Commission
RFP Response
C/O PERMA Risk Management Services
9 Campus Drive, Suite 216
Parsippany, NJ 07054

Email Submission: HIFRFP@PERMAINC.COM

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Commission. The original proposal shall be signed in ***ink*** and marked to distinguish it from the one (1) copy.

Only those RFP responses received prior to or on the submission date will be considered.

Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.2.1. Respondents are asked to follow the same format when assembling their proposal:

The Commission has limited storage; therefore, **submitted responses should NOT include three ring binders** (stapling is acceptable) and no additional firm advertising. Submit the forms/required information **using the following format:**

Section 1 of the RFP response should be as follows:

Page 14 Fee Schedule for 2027

Page 15 Non-Collusion Affidavit

Page 16 EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

Page 17 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Page 19 New Jersey Anti-Discrimination Provisions

Page 20 New Jersey Employee Information Report

Page 21 New Jersey Business Registration Certification

Page 24 Statement of Ownership Disclosure

Page 26 American with Disabilities Act

Page 27 Experience and Qualifications Questionnaire

Page 28 Disclosure of Investment Activities in Belarus/ Iran/ Russia

Page 30 Play by Play Disclosure Requirement

***On the "Proposal Cost Form/Signature Page" check **ALL** the categories that your firm is applying for.

2.3 Using Department Information

Burlington County Insurance Commission
C/O PERMA Risk Management Services
9 Campus Drive, Suite 216
Parsippany, NJ 07054

2.4 Burlington County Insurance Commission Representative for this Solicitation

Please direct all questions in writing to:

Emily Koval, Burlington County Insurance Commission Account Manager
Voice : (201) 518-7028
Email: emilyk@permainc.com

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Cost Liability and Additional Costs

The Commission assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Commission shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.7 Statutory and Other Requirements

2.7.1 Compliance with Laws

Any contract entered between the selected Respondent (hereinafter "the Contractor" where appropriate) and the Commission must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.7.2 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.7.3 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the provisions of the American with Disabilities Act that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Contractor is obligated to comply with the Act and hold the Commission harmless and defend the Commission for Contractor's violation of the Act.

2.7.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the Commission a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.7.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.7.6 N.J. Business Registration Certificate P.L. 2009, c315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with proposals. Effective with proposals received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that required a proposal to be rejected if the Respondent failed to include a BRC with its response, even though it may have been the lowest responsible bid. The law now allows the BRC to be filed any time prior to award of the contract and the respondent had to obtain the BRC prior to receipt of proposals. This permits the BRC to be required with a proposal, or submitted subsequently. If a BRC is required in a proposal, but not submitted with the proposal, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Entities or individuals that need to file for a certificate may do so on-line at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.7.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.7.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the Commission nor the Contractor shall assign, sublet, or transfer any rights or interest in the Contract without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing herein shall be construed to give any rights or benefits to anyone other than the Commission and the Contractor.

2.7.9 Insurance and Indemnification

If it becomes necessary for the Contractor, either as principal or through its agent or employee, to enter upon the premises or property of the Commission or any Commission property covered by this Contract in order to construct, erect, inspect, make delivery or remove property hereunder, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of any accident, injury or damage to person or property during the course of the work herein covered and agrees that any liability for any such occurrence causing any of the above injuries/damages shall be his/her sole responsibility.

The Contractor further covenants and agrees to indemnify, hold harmless and defend the Commission from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, or damages that may happen or occur upon, about or as a result of the Contractor’s work and from all fines, penalties and loss incurred for, or by reason of, the violation of any Commission regulation, ordinance or the law of the State of New Jersey or of the United States, while said work is in progress.

The Contractor shall maintain sufficient insurance to protect against all Workers Compensation, General Liability, and Automobile claims and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided. Contractor will maintain Worker's Compensation coverage no less than the statutory minimum of \$100,000/\$500,000/\$100,000 – employers' liability. Contractor shall maintain General Liability coverage with minimum limits of liability per occurrence for of \$1,000,000/\$2,000,000 for bodily injury, personal injury and property damage. Contractor will maintain Automobile Liability coverage of at least \$1,000,000 covering all owned/non-owned and hired vehicles.

Professional Liability/Malpractice Insurance Policy (if applicable)

The Contractor shall maintain coverage Professional Liability/Malpractice Insurance in the minimum amount of \$1,000,000.00/occurrence, \$3,000,000.00 aggregate and provide the Commission written assurance that each such policy for each staff member remains full and in effect while providing services for the Commission.

The Contractor shall provide the Commission with a Certificate of Insurance naming the Commission as an additional insured, evidencing the existence of required insurance prior to the commencement of work under the Contract. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

2.7.10 HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The Contractor, by execution of the Contract, shall thereby indemnify, hold harmless and defend the Commission from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the Contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.7.11 Proof of Licensure

Proof of licensure for providing Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Commission opts to extend terms and conditions of this RFP, the Contractor agrees to extend the terms and conditions of this Contract, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original Contractor cannot meet this requirement, the Commission may solicit the goods and/or services from any respondent on this RFP.

2.9 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.10 Failure to Enter Contract

Should the Respondent, to whom the Contract is awarded, fail to enter into a Contract within ten (10) days, Sundays and holidays excepted, the Commission may then, at its option, accept the proposal of another respondent.

2.11 Commencement of Work

The Contractor agrees to commence work after the date of award by the Commission and upon notice from the Commission.

2.12 Termination of Contract

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Contractor violates any requirements of the Contract, the Commission shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination at least sixty (60) days prior to the proposed effective date of the termination. Such termination shall relieve the Commission of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The Contractor agrees to indemnify, hold harmless and defend the Commission from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the Contractor, the Commission may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

2.13 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Commission is conditioned upon the availability of Commission funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Commission at the end of any particular fiscal year may terminate such services. The Commission will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Commission to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.14 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Burlington by notice to each party.

2.15 Binding Upon Successors

The Commission and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.16 Governing Law

The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.17 Challenge of Specifications

Any Respondent who wishes to challenge a specification shall file such challenge in writing with the Commission no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the Commission or on the award of the Contract.

2.18 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form/Schedule of Fees.

Payment will be made on presentation of the Commission's voucher duly signed and executed.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.19 Non-payment of Penalties and Interest on Overdue Bills

State Law requires that public funds be used to pay only for goods delivered or services rendered. The Commission will not pay penalties and/or interest on overdue bills. The Commission Treasurer is not authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Commission to pay additional fees.

2.20 Ownership of Material

The Commission shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Commission to the Contractor for the purpose of assisting the Contractor in the performance of this Contract. All such items shall be returned immediately to the Commission at the expiration or termination of the Contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Commission, be disclosed to others or used by the Contractor or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting Contract.

Ownership of all data, materials and documentation originated and prepared for the Commission pursuant to this Contract shall belong exclusively to the Commission. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Commission upon completion of the project. The Contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Commission. All information supplied to the Commission may be required to be supplied on CD-ROM/Flash

Drive media compatible with the Commission's computer operating system, windows based, Microsoft Office XP or greater.

2.21 Source of Specifications/RFP Packages

Official Commission Request for Proposal (RFP) packages for routine goods and services are available from <http://bcic-nj.com/> at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The Commission is not responsible for third party supplied RFP documents.

2.22 Altering Official Document

Respondents shall not write in any margins or alter the official content of the Commission RFP document.

2.23 W-9 Tax Identification Form

Successful respondent shall complete W-9 Form and submit to the Commission's Executive Director prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

3. Scope of Work

3.1 Actuarial Services

Attend through its designated representative, such meetings of the Commission as may be requested. In addition, if someone other than the designated representative will be attending the meeting, the successful respondent agrees to give notification to the respective Commission's Executive Director no later than five (5) working days prior to the meeting.

Review all new applicants to each Commission, compute annualized loss projections by line of coverage and assist the Executive Director in developing an appropriate assessment.

To professionally perform such other duties as may be determined by the Commission, by the Commission's Rules and Regulations, as well as the Regulations under N.J.A.C. 11:15-2.

On a quarterly basis, calculate the Incurred But Not Reported (I.B.N.R.) claims for the purpose of establishing loss reserves. All calculations must be submitted to the Commission's Executive Director/Administrator and Auditor within 45 days of the close of each year.

Certify to the actuarial soundness of the Commission, and report to the Commission in a manner prescribed by them, no later than five (5) working days after receipt of the finalized December 31st auditor's statement.

Certify reserves for Incurred But Not Reported (I.B.N.R.) losses.

Promulgate the loss fund projections for the upcoming year by line of coverage. Computations must be submitted to the Commission's Executive Director by September 1 of the current year.

Certify the adequacy of the upcoming year's budgeted loss accounts by November 15th of the current year.

Make no change in the designated representative without the consent of the Commission.

The designated representative shall be a person who is a member of the American Academy of Actuaries and shall have ASA and FCA designations with at least three (3) years' experience in health insurance pricing and reserving.

Fee Schedule

Respondents shall submit a lump sum amount to provide services and responsibilities as described and proposed herein. 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. Respondent to provide "Fee Schedule" for proposed hourly rates and per diem fees for other services or types of activities.

The Commission does not provide payment for reimbursement for travel expenses.

4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the Respondent who will serve as the primary service provider. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency or comparable private entity.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

4.2 Key Personnel Information

The Respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this Contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Commission will either award the Contract within the applicable time period or reject all proposals.

The Commission may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the Commission, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The Commission reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such Respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Commission reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

BASIS OF AWARD
(To be completed by the 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 _____5_____ points	
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned _____25_____ points	
C. Relevance and Extent of Similar Engagements performed _____25_____ points	
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability _____25_____ points	
E. Reasonableness of Cost Proposal _____20_____ points	
TOTALS	

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.2.a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.3 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the Respondent's ability to accomplish these tasks as stated.

5.4.4 Cost

Price shall be based on the fee schedule submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Commission before such work is initiated. The Commission shall pay for such approved services, at the rate or cost agreed upon between the Commission and Contractor, provided the Respondent has provided a schedule of fees for additional services with this RFP.

5.5 Term of Contract:

January 1, 2027 – December 31, 2027

5.6 Notice of Award

The successful Respondent will be notified of the award of Contract upon a favorable decision by the Burlington County Insurance Commission.

ADMINISTRATIVE DOCUMENTS CHECKLIST

Required With Bid if "X"	DOCUMENTATION REQUIRED OR REVIEWED	Read, Signed & Submitted Bidder's Initial
	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)	
	Consent of Surety (Certificate from Surety company)	
	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)	
	Maintenance Bond in the Amount of 100% for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project	
	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
X	Statement of Ownership Disclosure Form	
	Declaration of Sub Contractors	
	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors (Prior to Award, but effective at time of bid)	
X	Required Evidence EEO/Affirmative Action Regulations	
X	Business Registration Certificate – Bidder and all Sub Contractors (Prior to Contract Award)	
	Non-Collusion Affidavit	
X	Experience and Qualifications	
X	Insurance and Indemnification Certificate	
X	Disclosure of Investment Activities in Iran Form	
X	Disclosure of Investment Activities in Russia Form	
	Federal debarment Form	
	Prevailing Wage Certification (PL 2021, C301)	
	Equipment Certification	
X	Americans With Disability Act of 1990 Language	
X	Pay to Play Advisory (P.L. 2005, Chapter 271, Section 3 Reporting)	

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder Name: _____

Date: _____

Authorized Representative: _____

Signature: _____

BURLINGTON COUNTY INSURANCE COMMISSION
PROPOSAL COST FORM

To the Burlington County Insurance Commission

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

Please check applicable category

☐ **3.1 Actuarial Services – 2027** \$ _____
☐ **Schedule of Fees to be attached by Respondent**

The undersigned is a (Corporate)
(Partnership) under the laws of the State of _____ having its
(Individual)
principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Telephone Number

Date

Fax Number

Email Address

**BURLINGTON COUNTY INSURANCE COMMISSION
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____
in the County of _____ and State of _____ of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (Name of firm)
the bidder making this 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 County of Burlington 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 commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide employees or bona fide established commercial or selling
agencies maintained by _____.
(name of contractor)

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

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

**BURLINGTON COUNTY INSURANCE COMMISSION
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?

Yes ☐ No ☐

If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?

Yes ☐ No ☐

If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or
Employee Information Report Form AA-302
(electronically provided by the Division and distributed to the public agency through the Division's
website at: [http:// www.state.nj.us/treasury/contract_compliance](http://www.state.nj.us/treasury/contract_compliance).**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

EXHIBIT C

FormAA30
2 Rev.
11/11

STATE OF NEW JERSEY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program **EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A- COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY		2. TYPE OF BUSINESS 0 1. MFG 0 2. SERVICE 0 3. WHOLESALE 0 4. RETAIL 0 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY	
4. COMPANY NAME					
5. STREET		CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)			CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: 0 SINGLE-ESTABLISHMENT EMPLOYER 0 MULTI-ESTABLISHMENT EMPLOYER					
IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: I I					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT					
10. PUBLIC AGENCY AWARDED CONTRACT					
		CITY	COUNTY	STATE	ZIP CODE
Official Use Only		DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER	

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3.
DONOT SUBMIT AN EEO-1 REPORT

JOB CATEGORIES	ALL EMPLOYEES			MINORITY caaD1nvcc									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION OBTAINED? 1. Visual Survey 2. Employment Record 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES! 2. NO!	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:			

SECTION C-SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)		SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET		CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

		Certification 111XX	
CERTIFICATE OF EMPLOYEE INFORMATION REPORT			
INITIAL			
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX			
SAMPLE COMPANY, INC. 33 WEST STATE STREET TRENTON, NJ 08625		 VOID 	
		State Treasurer	

EXHIBIT D

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The Burlington County Insurance Commission** (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

Sample Business Registration Certificate

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:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01	John S. Tully 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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:

Organization Address:

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Commission** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **the Commission** to notify the **Commission** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Commission** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C~ S12101 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 act 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 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 must 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 frill and complete particulars of the claim. if any action or administrative proceedings 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.

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.

Business Name (Print): _____

Representative's Name (Print): Representative's Title: _____

Representative's Signature: _____

Phone: _____

Date: _____

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: _____

If less than 5 years, list previous names and address: _____

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them? _____ If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years? _____
If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility: _____

Please provide at least 3 references below:

Name:

Phone:

Address:

Equipment/Service Provided:

Contract Amount:

Name:

Phone:

Address:

Equipment/Service Provided:

Contract Amount:

Name:

Phone:

Address:

Equipment/Service Provided:

Contract Amount:

Prohibited Russia-Belarus Activities & Iran Investment Activities			
Person or Entity			
Part 1: Certification			
COMPLETE PART 1 BY CHECKING <u>ONE OF THE THREE BOXES BELOW</u> 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>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.)</i>		
CONTRACT AMENDMENTS AND EXTENSIONS			

☐	<i>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.)</i>		
IF UNABLE TO CERTIFY			
☐	<i>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. <u>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.</u></i>		
Part 2: Additional Information			
<u>PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.</u> 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>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> <i>I acknowledge that the Contracting Unit 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 Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.</i> <i>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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.</i>			
Full Name (Print)		Title	

Signature		Date	
-----------	--	------	--

PAY TO PLAY ADVISORY

Disclosure Requirement

P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at: 1-888-313-ELEC (toll free in NJ) or 609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

EXHIBIT K



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF ADMINISTRATION

FROM: Amanda Truppa
Director, Division of Administration

SUBJECT: **Entities Engaged in Prohibited Activities Under C.52:32-60.1**
Updated as of: May 8, 2023

In accordance with C. 52:32-60.1, the following companies are prohibited from:

- (1) entering into or renewing a contract with a State agency, local contracting unit, boards of education, State college or county college for the provision of goods or services or the purchase of bonds or other obligations;
- (2) filing or renewing a Public Works Contractor Registration with the Department of Labor and Workforce Development;
- (3) being approved for or continuing to receive an economic development subsidy from the Economic Development Authority in but not of the Department of the Treasury, being awarded a municipal property tax abatement, or making or entering into a payment in lieu of property tax agreement;
- (4) applying for or receiving a tax clearance certificate from the Director of the Division of Taxation in the Department of the Treasury;
- (5) being certified by the Department of Community Affairs as an urban renewal entity for purposes of the "Long Term Tax Exemption Law," P.L.1991, c.431 (C.40A:20-1 et seq.); and
- (6) being designated as a redeveloper by a public agency for the purpose of planning, replanning, construction, or undertaking of any project or redevelopment work in accordance with the "Local Redevelopment and Housing Law," P.L.1992, c.79 (C.40A:12A-1 et seq.).
- (7) being invested in directly or indirectly through the funds under the management of the Division of Investment; and
- (8) banking with, having or holding stock, debt, or other equity investments of, or maintaining insurance coverage through a policy issued by a financial institution.

If State agencies have questions about whether the company they wish to do business with is the same as what appears on this list, please contact Administration.Email@treas.nj.gov. This list will be updated on a rolling basis as needed.

Bolded entries indicate new additions to the list since the previous publishing.

Updated: May 8, 2023