



New Jersey Schools Insurance Group
6000 Midlantic Drive, Suite 300 North
Mount Laurel, New Jersey 08054
www.njsig.org

Request for Proposal: NJSIG-2025-004

For: Payroll Administration
Database Software and
Services

Event	Date
RFP posted:	July 10, 2025
Questions regarding the RFP due:	July 24, 2025
Answers regarding the RFP posted:	July 31, 2025
RFP proposal due date and time:	August 12, 2025 at 10:00 A.M. ET
NJSIG Board of Trustees approval:	September 17, 2025

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the NJSIG e-procurement website at www.bidnetdirect.com//njsig

LEGAL NOTICE

Notice is hereby given by the New Jersey Schools Insurance Group (“NJSIG”), in accordance with N.J.S.A. 18A:18A-4.1, that a competitive contracting procurement will be received by NJSIG on August 12, 2025 at 10:00 A.M. ET conducted on electronic platform, in accordance with N.J.A.C. 5:34-1 et. seq., on BIDNET at www.bidnetdirect.com//njsig

RFP# NJSIG-2025-004 Payroll Administration Database Software and Services

NOTE:

It is the bidder’s responsibility to ensure that the bid package is uploaded onto the e-procurement site by the bid opening date and time. Any bid document received after the deadline established by NJSIG will not be accepted, regardless of the method of delivery.

If awarded a contract, your company/firm shall be 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.

This procurement has been advertised pursuant to a “fair and open process.” See N.J.S.A. 19:44A-20.7 and Local Finance Notice 2007-11.

Date: July 10, 2025

Sean Canning, QPA, MPA
Qualified Purchasing Agent

Table of Contents

1	Information for Proposers.....	1
1.1	Purpose and Intent	1
1.2	Organizational Background.....	1
1.3	Background for Requested Proposal	2
1.4	RFP Objective.....	2
1.5	Scope of Work.....	2
1.6	Questions Regarding the Requested Proposal	4
1.7	Addenda	4
1.8	Proposer Responsibility	4
1.9	Cost Liability.....	5
1.10	Contents of Proposal	5
1.11	Price Alteration	5
1.12	Proposal Errors.....	5
1.13	Joint Venture	6
1.14	Definitions	6
2	Proposal Preparation and Submission	7
2.1	Method of Submission of Proposal	7
2.2	Effect of Submission of Proposal.....	8
2.3	Time for Submission of Proposal	8
2.4	Mandatory Contents of Proposal.....	8
2.5	Fee Proposal	8
2.6	Technical Proposal	9
2.6.1	Executive Summary	9
2.6.2	Minimum Qualifications, Organization Profile, and Experience	9
2.6.3	Insurance Requirements Form	11
2.6.4	Additional Required Forms.....	11
2.6.4.1	Ownership Disclosure Form	12
2.6.4.2	Affidavit of Non-Collusion.....	12
2.6.4.3	Business Registration	13
2.6.4.4	Disclosure of Investment Activities in Iran and Prohibited Activities in Russia and Belarus	14
2.6.4.5	Mandatory Equal Employment Opportunity Language	14
2.6.4.6	Additional Mandatory Anti-Discrimination Language	17
2.6.5	Disclosure Statement on Political Contributions.....	19
2.6.6	Record Retention	19
3	Special Contractual Terms and Conditions.....	19

4	Proposal Evaluation.....	19
4.1	Selection Criteria	19
4.2	Evaluation Committee	23
4.3	Interview	23
5	Contract Award	24
6	Contract Administration	24
7	Bidder's Checklist.....	24

1 Information for Proposers

1.1 Purpose and Intent

The New Jersey Schools Insurance Group (“NJSIG”) is seeking proposals from qualified organizations to provide payroll administration database software and services. Your organization is invited to submit a proposal.

This solicitation is conducted in a fair and open process in accordance with the requirements for competitive contracting under the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq. This solicitation is specifically seeking proposals from qualified organizations that desire to provide payroll administration database software and services for NJSIG, within the Scope of Work described below.

1.2 Organizational Background

NJSIG is a school board insurance group, also known as a governmental risk pool, established in accordance with N.J.S.A. 18A:18B-1 et seq., and N.J.A.C. 11:15-4.1 et seq., that provides insurance coverage, claims administration, underwriting, and risk management services to member school districts.

The concept of pooling is one whereby public entities can join together to provide protection from risks on a group basis. By joining NJSIG, which is a public entity, members collectively attain benefits not possible individually and pool their premiums into a common fund to be used for the benefit of all members.

Established in 1983, NJSIG is currently comprised of about three hundred and sixty-three boards of education and charter school districts throughout New Jersey. NJSIG offers members a cost-effective method of obtaining coverage for all property and casualty lines, such as: workers’ compensation, general liability, automobile liability, automobile physical damage, excess liability, property, errors and omissions, crime, environmental liability, equipment breakdown, cyber liability, supplemental indemnity, terrorism, crisis management, and RESTART. NJSIG’s plan of risk management, which describes NJSIG’s program structure by line of coverage, can be found [here](#).

As a school board insurance group, NJSIG is governed by a Board of Trustees which is comprised of school board members, superintendents, and business administrators from NJSIG member districts.

1.3 Background for Requested Proposal

NJSIG issues payroll checks according to a semi-monthly pay period. Approximately eighty-one (81) checks are issued each pay period. NJSIG has approximately eighty-one (81) full-time employees.

1.4 RFP Objective

NJSIG's objective with this RFP is to identify an organization to provide payroll administration database software and services for NJSIG.

1.5 Scope of Work

In accomplishing its work, NJSIG requires assistance from an experienced payroll administrator that is capable of providing the following services:

- The proposer's payroll services must be capable of calculating each employee's gross wages based on either hours entered at the applicable rate, flat amount or special calculation, and must be able to subtract statutory deductions, taxes and employee voluntary deductions in determining net wages. The proposer's payroll services must also maintain all federal, state and local (e.g. Philadelphia County) tax table information to ensure proper calculation and withholding of employee taxes.
- The proposer's payroll system must be capable of calculating State of New Jersey, State Health Benefits employee contributions, Public Employees' Retirement System employee contributions, and Group Life Insurance employee contributions.
- The proposer's payroll services must have the capability to have secure online employee time tracking.
- The proposer's payroll services must be compatible with and be able to integrate with Oracle PeopleSoft.
- The proposer's payroll system must have the ability to process special payrolls on demand.
- The proposer must comply with the provisions of N.J.A.C. 5:30-17.6 which govern electronic disbursement controls for payroll purposes. A SAS 70 report

must be submitted with the proposal for current year and at least past two years. SAS 70 Type II report is preferred. These reports must be provided on an ongoing basis. A SysTrust examination, if available should be included.

- The proposer's payroll services must have direct deposit available.
- The proposer must have the capability to print NJSIG's designated signature on payroll checks automatically, and to deliver those payroll checks signed and sealed to ensure confidentiality.
- The proposer must produce and send reconciliation registers in an agreed-upon format for verification purposes.
- The proposer must calculate, file, deposit and reconcile NJSIG's payroll taxes as required by state and federal law. The proposer must also respond to any inquiries regarding taxation and have the ability to file amended returns. The proposer must provide quarterly and annual reports to NJSIG reflecting taxes paid on NJSIG's behalf.
- The proposer must provide online secure data access to all NJSIG payroll data to the NJSIG Accounting Department and the ability for NJSIG to generate custom reports to query this data.
- The proposer must provide online secure data access for NJSIG employees to access paystubs and W-2s.
- The proposer must have the capability to complete all health care filings required by law.
- The proposer must attend, through its designated representatives, such meetings of NJSIG as may be requested by NJSIG's Board of Trustees, Finance Committee, Director, Chief Financial Officer, or Comptroller.
- All proposers must agree that their proposal conforms to the minimum requirements set forth above.
- NJSIG does not guarantee any minimum or maximum volume activities. The term of the contract made pursuant to this RFP will be for five years (sixty months).

1.6 Questions Regarding the Requested Proposal

NJSIG will accept questions and inquiries from all potential proposers electronically through www.bidnetdirect.com//njsig.

Questions should only seek to clarify the contents of the RFP. Questions should not seek information about any current or prior contracts for the deliverables outlined in the Scope of Work, or any historical data or future projections relating to the deliverables outlined in the Scope of Work.

Questions seeking to clarify the contents of the RFP should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Proposers are not to contact NJSIG personnel directly, in person, by telephone or by email, concerning this RFP.

Answers to questions submitted regarding this RFP, if any, will be posted on the NJSIG e-procurement website at www.bidnetdirect.com//njsig

The due date for the submission of questions relating to this RFP is indicated on the cover sheet. Any questions received after that date will not be accepted.

1.7 Addenda

If it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded because of this RFP. All RFP addenda will be issued via NJSIG's e-procurement website at www.bidnetdirect.com//njsig, and notification will be published. If an addendum is published after the receipt of a proposal, the proposer will be notified via a method of delivery that provides certification of delivery.

1.8 Proposer Responsibility

The proposer assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a proposer's failure to be knowledgeable as to all the requirements of this RFP.

1.9 Cost Liability

NJSIG assumes no responsibility and bears no liability for costs incurred by a proposer in the preparation and submittal of a proposal in response to this RFP.

1.10 Contents of Proposal

After proposal opening, all information submitted by proposers in response to the proposal solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and the common law. Proposals will not be made public until the NJSIG Board of Trustees has awarded a contract.

A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. NJSIG reserves the right to make the determination and will advise the proposer accordingly. The location in the proposal of any such designation must be clearly stated in a cover letter. NJSIG will not honor any attempt by a proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

By submitting a proposal in response to this RFP, the proposer waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs.

1.11 Price Alteration

Proposal prices must be typed or written in ink. Any price change must be initialed. Failure to initial price changes shall preclude a contract award from being made to the proposer.

1.12 Proposal Errors

A proposer may request that its proposal be withdrawn prior to proposal opening. Such a request must be made, in writing, to the Director. If the request is granted, the proposer may submit a revised proposal if the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after proposal opening but before contract award, a proposer discovers an error in its proposal, the proposer may make written request to the Director for authorization to withdraw its proposal from consideration for award. Evidence of the proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract

resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the proposer's exercise of reasonable care; and that NJSIG will not be significantly prejudiced by granting the withdrawal of the proposal.

All proposal withdrawal requests must include the proposal identification number and the final proposal opening date and sent to the address listed under "Method of Submission of Proposal."

If, during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the proposer. The proposer will have five days after receipt of the notice to confirm its pricing. If the proposer fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the proposer's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the proposer to ascertain the true intent of the proposal.

1.13 Joint Venture

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture must be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. Separate compliance forms must be supplied for each party to a joint venture (see Bidder's Checklist, below).

1.14 Definitions

Addendum – written clarification or revision to this RFP issued by NJSIG.

All-Inclusive Hourly Rate – an hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – a change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Executive Director, or a Manager of, NJSIG.

Proposer – an individual or business entity submitting a proposal in response to this RFP.

Contract – this RFP, any addendum to this RFP, and the proposer’s proposal submitted in response to this RFP, as accepted by NJSIG.

Director – Executive Director, NJSIG.

Committee – a committee established by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – a price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by NJSIG unless there is a change in the scope of work.

Joint Venture – a business undertaking by two or more entities to share risk and responsibility for a specific project.

May – denotes that which is permissible, not mandatory.

Project – the undertaking or services that are the subject of this RFP.

Request for Proposal (“RFP”) – this document which establishes the proposal and contract requirements and solicits proposals to meet the purchase needs of NJSIG as identified herein.

Shall or Must – denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

Should – denotes that which is recommended, not mandatory.

2 Proposal Preparation and Submission

2.1 Method of Submission of Proposal

It is the bidder’s responsibility to ensure the bid package is uploaded to NJSIG’s e-procurement site www.bidnetdirect.com//njsig, by the RFP proposal due date and time

on the cover page. Any bid document received after the deadline established by NJSIG will not be accepted, regardless of the delivery method. Proposals shall be labeled:

NJSIG Request for Proposal Number NJSIG-2025-004
New Jersey Schools Insurance Group
6000 Midlantic Drive, Suite 300 North
Mount Laurel, NJ 08054

Proposals submitted via any other method will not be accepted.

2.2 Effect of Submission of Proposal

Submission of a proposal will not bind or otherwise obligate NJSIG to retain the proposer.

2.3 Time for Submission of Proposal

To be considered for award, the proposal must be received by NJSIG by the method outlined above and by the RFP proposal due date and time listed on the cover page. Any proposal not received by the RFP proposal due date and time listed on the cover page will be rejected.

2.4 Mandatory Contents of Proposal

The proposal shall be submitted in one uploaded response.

The contents of the response shall be organized chronologically as follows: Fee Proposal (Section 2.5), Technical Proposal (Section 2.6), Executive Summary (Section 2.6.1), Minimum Qualifications, Organization Profile, and Experience (Section 2.6.2), Insurance Requirements Form (Section 2.6.3), and Additional Required Forms (Section 2.6.4 and Bidder's Checklist).

These required contents are outlined more fully below. They must be complied with in order for the response to be considered responsive to this RFP and complete.

2.5 Fee Proposal

Proposers are invited to submit firm fixed price proposals based on a term of no more than five years (sixty months). This should be all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all

documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by NJSIG unless there is a change in the scope of work.

2.6 Technical Proposal

In this section, the organization shall provide NJSIG with a detailed description of its approach and plans for accomplishing the work outlined in the Scope of Work (Section 1.5). The organization must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the proposal must contain at least the following information:

2.6.1 Executive Summary

An executive summary of not more than three pages identifying and substantiating why the organization is best qualified to provide the requested payroll administration database software and services outlined in the Scope of Work.

2.6.2 Minimum Qualifications, Organization Profile, and Experience

- As a minimum, it is preferred the proposer have ten years' experience as a payroll administrator for a public entity in the State of New Jersey. The proposer must demonstrate a high degree of knowledge of (1) the finance and operation of local governmental units in the State of New Jersey; (2) the payroll management of a governmental entity; and (3) the regulations of the Department of Banking and Insurance and the Department of Community Affairs pertaining to joint insurance funds and payroll.
- Proposers shall also provide the following information:
 - Indicate the name of the organization (including any trade names), the date the organization was established, the number of years the organization has been in business under the present name, and the number of years the organization has been under the current management;
 - Describe the services provided by the organization;
 - Provide a representative listing of the organization's major private and public sector clients;

- Indicate what percentage of the organization's business has been in providing payroll administration database software and services, including the deliverables outlined in the Scope of Work, to public entities, governmental risk pools, and joint insurance funds in the State of New Jersey during the past ten (10) years;
- Describe the organization's experience in providing payroll administration database software and services, including the deliverables outlined in the Scope of Work, to public entities, governmental risk pools, and joint insurance funds in the State of New Jersey during the past ten (10) years. For each matter, provide: the name and size of the public entity, governmental risk pool, or joint insurance fund; the dates of engagement; a description of the matter and the work performed; and the name and contact information of the employee responsible for overseeing the organization's work on that matter;
- Describe the organization's presence in New Jersey, noting the principal place of business, the location of each other office (if any), and the location(s) where services will be provided;
- Identify the current number of employees in the organization and state the number of employees resident in each office;
- State the names, titles, education, qualifications, and experience of the employees proposed to staff the work assigned. For each employee that would be involved in handling the work detailed in this request for proposals, provide a detailed resume, including information as to:
 - Education, including advanced degrees;
 - Number of years engaged in the designated practice area;
 - General work experience;
 - Any necessary professional license or certification;
 - Any special training or experience that may assist in providing the requested services; and
 - Area(s) of specialization.

- Describe the participation of women and minorities in the organization. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of the organization that is owned by women and by minorities;
- Describe in detail the organization's approach and plans for accomplishing the work outlined in the Scope of Work;
- Describe the organization's approach to maintaining responsive communication with NJSIG and keeping NJSIG informed of problems and progress;
- Provide the name, address, telephone number, email address, and facsimile number for the designated contact person in the organization;
- Provide copies of audited financial statements for the organization or other evidence of financial stability of the organization for the past three (3) years;
- Complete the **attached** Experience and Qualifications Form; and
- Complete the **attached** Payroll Administration Database Software and Services Questionnaire.

2.6.3 Insurance Requirements Form

By submitting a proposal for consideration, the proposer agrees to have and maintain the insurance set forth in the **attached** Insurance Requirements Form. The proposer shall complete the Insurance Requirements Form and submit same (including copies of all documents requested therein) with their proposal. All policies, endorsements, certificates, and/or binders shall be subject to approval by NJSIG as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by NJSIG. A lapse in any required coverage during the period of the contract shall be a breach of the contract.

2.6.4 Additional Required Forms

As a school board insurance group, NJSIG is subject to the Public School Contracts Law ("PSCL"), N.J.S.A. 18A:18A-1 et seq., N.J.S.A. 52:25-24.2 (P.L. 1977, c. 33, as amended by P.L. 2016, c. 43), as well as other statutes and regulations governing public contracting in the State of New Jersey. As such, the following compliance information must be included in any contract with NJSIG.

For a summary of the forms required to be submitted by the proposer to NJSIG for this RFP, see Bidder's Checklist, below.

2.6.4.1 Ownership Disclosure Form

The following requirement is a precondition to entering into a contract with NJSIG.

Under N.J.S.A. 52:25-24.2, "No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed."

Thus, in the event the proposer is a corporation, partnership or limited liability company, the proposer shall complete the **attached** Ownership Disclosure Form. A current completed Ownership Disclosure Form must be submitted with the proposal. Failure to do so will preclude the award of a contract.

2.6.4.2 Affidavit of Non-Collusion

The proposer shall complete the **attached** Affidavit of Non-Collusion. The Affidavit of Non-Collusion shall be signed by an authorized representative of the proposer. If the proposer is a limited partnership, the Affidavit of Non-Collusion must be signed by a general partner. If the proposer is a joint venture, the Affidavit of Non-Collusion must be signed by a principal of each party to the joint venture. The Affidavit of Non-Collusion must provide the name and address of the proposer, the name, telephone

number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.

2.6.4.3 Business Registration

The following requirement is a precondition to entering into a contract with NJSIG. Under N.J.S.A. 52:32-44(b), NJSIG (“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.

Failure to submit a copy of the proposer’s business registration certificate (or interim registration) from the Division of Revenue and Enterprise Services with the proposal may be cause for rejection of the proposal.

Further, 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 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.

Under 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.

2.6.4.4 Disclosure of Investment Activities in Iran and Prohibited Activities in Russia and Belarus

The following requirement is a precondition to entering into a contract with NJSIG.

Under N.J.S.A. 18A:18A-49.4 and -49.5, N.J.S.A. 52:32-55 et seq., N.J.S.A. 52:32-60.1 et seq., and Local Finance Notice 2024-04, the proposer must certify as follows:

1. That neither the proposer, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is identified on the Chapter 25 List promulgated by the State of New Jersey, Department of the Treasury, as a person or entity engaging in investment activities in Iran; and
2. That neither the proposer, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-60.1(e)(3)), appears on the Specially Designated Nationals and Blocked Persons List (“SDN List”) promulgated by the United States Department of the Treasury, Office of Foreign Assets Control, on account of activity relating to Russia or Belarus.

Chapter 25 List: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

SDN List: <https://sanctionssearch.ofac.treas.gov/>

The required forms are **attached** and must be completed and submitted prior to contract award or authorization.

2.6.4.5 Mandatory Equal Employment Opportunity Language

The following requirement is a precondition to entering into a contract with NJSIG.

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27 (mandatory equal employment opportunity language for goods, professional service, and general service contracts).

During the performance of this contract, and as required under N.J.A.C. 17:27-3.5(a)(2), the contractor agrees as follows:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

During the performance of this contract, and as required under N.J.A.C. 17:27-3.7(a), the contractor further agrees as follows:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

As required under N.J.A.C. 17:27-3.5(a)(1), 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:

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report Approval; or
3. Employee Information Report (Form AA302) electronically provided by the Division of Purchase and Property established in the State of New Jersey, Department of the Treasury, and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.

As required under N.J.A.C. 17:27-11.1, the contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and 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 and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.

2.6.4.6 Additional Mandatory Anti-Discrimination Language

The following requirement is a precondition to entering into a contract with NJSIG.

Proposers are required to comply with the requirements of the New Jersey Law Against Discrimination (“NJLAD”) and the Americans with Disabilities Act of 1990 (“ADA”).
NJLAD:

During the performance of this contract, and as required under N.J.S.A. 10:2-1, the contractor agrees as follows:

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;

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;

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

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.

ADA:

The CONTRACTOR and NJSIG do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. 12101 et seq., which prohibits discrimination based on 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 NJSIG pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ADA. If the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the CONTRACTOR shall defend NJSIG in any action or administrative proceeding commenced pursuant to the ADA. The CONTRACTOR shall indemnify, protect, and save harmless NJSIG, 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 NJSIG grievance procedure, the CONTRACTOR agrees to abide by any decision of NJSIG which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against NJSIG or if NJSIG must incur 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.

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

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

It is further agreed and understood that NJSIG assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees, or subcontractors for any claim which may arise out of their performance of this contract. 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 contract, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude NJSIG from taking any other actions available to it under any other provisions of the contract or otherwise at law.

2.6.5 Disclosure Statement on Political Contributions

Proposer is advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, s. 3) if the proposer receives contracts in excess of \$50,000 from public entities in a calendar year. It is the proposer's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.6.6 Record Retention

Pursuant to N.J.A.C. 17:44-2.3, proposers shall maintain all documentation related to the products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller on request.

3 Special Contractual Terms and Conditions

The language in **Exhibit A** (attached) shall be included in all contracts with NJSIG. The provisions of Exhibit A are not negotiable, and by submitting a proposal, the proposer consents to the inclusion of those terms in any contract between the proposer and NJSIG. Additionally, all portions of this RFP and the proposer's response shall be considered part of any contract between the proposer and NJSIG and shall be incorporated by reference therein.

4 Proposal Evaluation

4.1 Selection Criteria

NJSIG will evaluate each proposal submitted and at its discretion. NJSIG will award the contract to the proposer or proposers that provide(s) the proposal found to be the most advantageous to NJSIG, all things considered including price and costs. NJSIG

reserves the right to reject any or all proposals and to waive immaterial formalities. NJSIG also reserves the right:

- To reject, for any reason, any and all proposals and components thereof and to eliminate any and all proposers responding to this RFP from further consideration for this Project.
- To eliminate any proposer who submits an incomplete or inadequate proposal or is not responsive.
- To reject all proposals or any non-responsive proposals.
- To supplement, amend, or otherwise modify this RFP.
- To waive any technical, or other, non-conformance of the responses, whether material or otherwise.
- To change or alter the schedule for any events called for in this RFP.
- To conduct investigations of any or all proposers and their responses as is deemed necessary or convenient, to clarify the information provided as part of the proposal, including discussions with contact persons of prior clients, regulatory agencies and visits to any facilities or projects referenced in its response, and to request additional information to support the information included in any response.
- To decline to award any contract for any purpose.
- To abandon this procurement process at NJSIG's convenience at any time for any reason.
- To accept the proposal that, in NJSIG's sole judgment, best serves the interest of and/or is most advantageous NJSIG based on the criteria set forth in this proposal.
- To consider and to award a proposal to a public body under applicable law.

- To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.
- To award any contract subject to final adoption of all necessary authorizations.
- Any other right afforded NJSIG under the law.

The organizations submitting proposals will be evaluated based on each individual proposal submitted based on the criteria set forth below. Proposers may be requested to make oral presentations to NJSIG. If requested to make a presentation, each organization's proposed project manager must take part in the presentation. However, NJSIG may award based on the initial proposals received without discussion with the proposers. If oral presentations are required, they will be scheduled after the submission of proposals. Proposers will not be compensated for making the presentation.

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 criteria for the evaluation process are weighted and are as follows:

Criteria	Weight, %
Technical Criteria	
1. Technical Criteria a. Does the proposer's proposal demonstrate a clear understanding of the scope of work and related objectives? b. Is the proposer's proposal complete and responsive to the specific RFP requirements? c. Has the past performance of the proposer's proposed methodology been documented? d. Does the proposer's proposal use innovative technology and techniques? e. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used?	40%

Management Criteria	
<ol style="list-style-type: none"> 1. Project management: <ol style="list-style-type: none"> a. How well does the proposed scheduling timeline meet the contracting unit's needs? b. Is there a project management plan? 2. History and experience in performing the work: <ol style="list-style-type: none"> a. Does the proposer document a record of reliability of timely delivery and on-time and on-budget implementation? b. Does the proposer demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance? c. Does the proposer document industry or program experience? d. Does the proposer have a record of moral integrity? 3. Availability of personnel, facilities, equipment and other resources: <ol style="list-style-type: none"> a. To what extent does the proposer rely on in-house resources vs. contracted resources? b. Are the availability of in-house and contract resources documented? 4. Qualification and experience of personnel: <ol style="list-style-type: none"> a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? b. Does the proposer make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments? 	<p>30%</p>

c. Does the proposer demonstrate cultural sensitivity in hiring and training staff?	
Cost Criteria	
1. Cost of goods to be provided or services to be performed: <ul style="list-style-type: none"> a. Relative cost: How does the cost compare to other similarly scored proposals? b. Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented? 2. Assurances of performance: <ul style="list-style-type: none"> a. If required, are suitable bonds, warranties, or guarantees provided? b. Does the proposal include quality control and assurance programs? 3. Proposer's financial stability and strength: <ul style="list-style-type: none"> a. Does the proposer have sufficient financial resources to meet its obligations? 	30%

4.2 Evaluation Committee

NJSIG will convene an evaluation committee to evaluate submissions, and the committee will evaluate proposals and make a recommendation to the NJSIG Board of Trustees. The final decision to award a contract to a proposer because of this solicitation resides with the NJSIG Board of Trustees.

4.3 Interview

NJSIG reserves the right to interview any or all applicants submitting a proposal. Although interviews may take place, the proposal must be comprehensive and complete on its face. NJSIG reserves the right to request clarifying information after submission of the proposal.

5 Contract Award

NJSIG will select the proposer as detailed above. Contract award shall be made with reasonable promptness by written notice to that responsible proposer(s), whose proposal(s), responsive to this RFP, is selected.

6 Contract Administration

The NJSIG Contract Manager is the NJSIG employee responsible for the overall management and administration of the contract. The NJSIG Manager for this contract will be identified at the time of execution of contract. At that time, the proposer will be provided with the NJSIG Manager's name, department, address, telephone number, fax phone number, and email address.

7 Bidder's Checklist

Applicable to Bid if marked "X"	DOCUMENTATION REQUIRED OR REVIEWED	Initials	When Due
	Acknowledgement of Receipt of Addenda (if Addenda are Issued)		With Bid Submission
X	Bidder's Checklist		With Bid Submission
	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)		With Bid Submission
	Consent of Surety (Certificate from Surety company)		With Bid Submission
	Equipment Certification		With Bid Submission
X	Experience and Qualifications Form		With Bid Submission
X	Payroll Administration Database Software and Services Questionnaire		With Bid Submission
X	Insurance Requirements Form		With Bid Submission
	Named Subcontractors in Bid for Listed Specialty Trades		With Bid Submission
	Non-Collusion Affidavit		With Bid Submission
X	Ownership Disclosure Form (<u>N.J.S.A.</u> 52:25-24.2)		With Bid Submission
X	Affidavit of Non-Collusion		With Bid Submission
X	Business Registration Certificate – Bidder and all Subcontractors		Prior to Contract Award

X	Disclosure of Investment Activities in Iran Form		Prior to Contract Award
X	Disclosure of Prohibited Activities in Russia and Belarus Form		Prior to Contract Award
	Federal Debarment Form		Prior to Contract Award
	Prevailing Wage Certification (<u>P.L.</u> 2021, <u>c.</u> 301)		Prior to Contract Award
	Public Works Contractor Registration Certificate(s) – Bidder and all Subcontractors		Prior to Contract Award
	EEO/AA Form AA-201		After Notice of Award, Prior to Signing Contract
X	Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Information Report Approval, or Employee Information Report (Form AA-302) (<u>N.J.A.C.</u> 17:27-3.5(a)(1))		After Notice of Award, Prior to Signing Contract
X	Service Provider's W-9		After Notice of Award, Prior to Signing Contract
	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)		At signing of contract
	Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project		On Acceptance of Project

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: _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

Date: _____

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The language below shall be included in all contracts with NJSIG. These provisions are not negotiable, and by submitting a proposal, SERVICE PROVIDER consents to the inclusion of those terms in any contract between SERVICE PROVIDER and NJSIG.

* * *

TERM: This Agreement shall commence on the Effective Date and continue for **[FILL IN]**. Either party may terminate this contract at any time with or without cause by providing the other ninety (90) days written notice of termination. In the event of such notice, the terms and conditions of this Agreement shall remain in effect and apply to any matters that have previously been referred to SERVICE PROVIDER by NJSIG.

SERVICE LEVEL AGREEMENT: SERVICE PROVIDER shall provide priority support and service to NJSIG, including all items set forth in the scope of work for this RFP, which is incorporated by reference.

SUPPORT AND SERVICE: SERVICE PROVIDER shall provide priority technical support to NJSIG in the event of a service outage. This priority technical support shall include dispatching a technician to troubleshoot the service disruption within eight hours of a service outage. This priority technical support shall include status updates every eight hours as to when the SERVICE PROVIDER expects service will be restored. SERVICE PROVIDER shall make best efforts to restore service in the event of a service outage. SERVICE PROVIDER guarantees service uptime of 97% or greater between 7:00 a.m. and 7:00 p.m. eastern time, Monday through Friday. In the event of a service outage that causes service uptime to fall below 97% or greater as outlined above for a monthly billing period, SERVICE PROVIDER agrees to apply a credit towards NJSIG's invoice for that billing period for all reasonable costs NJSIG incurs in obtaining backup service(s) for any monthly billing period in which service uptime falls below 97% as outlined above. Any credit pursuant to this provision shall in no event exceed the full amount of the SERVICE PROVIDER's invoice for the monthly billing period in which service uptime fell below 97% as outlined above.

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

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

SERVICE PROVIDER, and the SERVICE PROVIDER shall hold NJSIG harmless from same.

INSURANCE: SERVICE PROVIDER shall procure and maintain for the duration of the contract the following minimum insurance coverage:

- a. Statutory workers' compensation (including occupational disease) in accordance with the laws of the State of New Jersey covering all individuals assigned to work on this contract;
- b. Employers' liability insurance with minimum limits of \$1,000,000 each accident limit for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease;
- c. Commercial general liability insurance on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, with limits of not less than \$1,000,000 each occurrence / \$2,000,000 aggregate, and errors and omissions (E&O) insurance appropriate to the profession of the SERVICE PROVIDER with limits of \$5,000,000 per claim / \$10,000,000 aggregate, covering work performed by SERVICE PROVIDER and its employees during the term of this Agreement; and
- d. A crime policy protecting against dishonesty, theft, robbery, forgery, and other dishonest acts on the part of SERVICE PROVIDER and its employees, with limits not less than \$1,000,000.
- e. A cyber liability insurance policy, with limits not less than \$2,000,000 per occurrence or claim / \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by SERVICE PROVIDER in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

If SERVICE PROVIDER maintains broader coverage and/or higher limits than the minimums shown above, NJSIG shall require and be entitled to the broader coverage and/or higher limits maintained by SERVICE PROVIDER.

Maintenance of insurance which meets or exceeds the minimums shown above shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

Insurance shall be placed with insurers that are licensed to conduct business in the State of New Jersey, that are solvent, and that have a current A.M. Best rating of no less than A:VII.

SERVICE PROVIDER hereby agrees that, for any claims arising from its work or activities under this contract, NJSIG, its Board of Trustees, officials, employees, and member districts shall be deemed “additional insureds” under the SERVICE PROVIDER’s commercial general liability policy, thereby fulfilling any requirement that such additional insured status be required by written contract prior to commencement of operations or loss.

SERVICE PROVIDER hereby agrees that, for any claims arising from its work or activities under this contract, the SERVICE PROVIDER’s insurance coverage shall be “primary and non-contributory,” and that any insurance or self-insurance maintained by NJSIG, its Board of Trustees, officials, employees, or member districts shall be excess of the SERVICE PROVIDER’s insurance and shall not contribute with it, thereby fulfilling any requirement that such primary and non-contributory status be required by written contract prior to commencement of operations or loss.

For each insurance policy required under this Agreement, SERVICE PROVIDER hereby agrees to provide NJSIG with (a) at least ten (10) days’ advance written notice of cancellation for non-payment of premium, and (b) at least thirty (30) days’ advance written notice for non-renewal or for cancellation for any reason other than non-payment of premium, thereby fulfilling any requirement that such obligations be required by written contract prior to commencement of operations or loss. SERVICE PROVIDER further agrees to provide the carriers of all such insurance policies, in advance of any cancellation or non-renewal and in a format required by the applicable policies, with all information regarding NJSIG that is necessary to enable the carriers to issue any required notice of cancellation or non-renewal to NJSIG.

SERVICE PROVIDER hereby grants NJSIG, its Board of Trustees, officials, employees, and member districts a waiver of any right to subrogation which any insurer of SERVICE PROVIDER may acquire against NJSIG, its Board of Trustees, officials, employees, and/or member districts by virtue of the payment of any loss under such

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

insurance, thereby fulfilling any requirement that such waiver of subrogation be required by written contract prior to commencement of operations or loss. SERVICE PROVIDER agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether NJSIG has received such an endorsement from the insurer.

SERVICE PROVIDER's commercial general liability policy and any other policies, including any excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds \$25,000 unless approved in writing by the Executive Director of NJSIG. Any and all SIRs shall be the sole responsibility of SERVICE PROVIDER or subcontractor who procured such insurance and shall not apply to the indemnified additional insured parties. NJSIG may deduct from any amounts otherwise due SERVICE PROVIDER to fund the SIR. Additionally, SERVICE PROVIDER's policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the named insured. Rather, the policies shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or NJSIG. SERVICE PROVIDER's policies must also provide, or be endorsed to provide, that defense costs (including any allocated loss adjustment expenses) will satisfy the SIR. NJSIG reserves the right to obtain a copy of any policies and endorsements for verification.

SERVICE PROVIDER shall maintain any claims-made insurance coverage, and evidence of such coverage must be provided to NJSIG for at least five (5) years after completion of the contract work. If such coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the SERVICE PROVIDER must purchase 'extended reporting' coverage for a minimum of five (5) years after the completion of the contract work.

Within ten (10) days of the Effective Date, and to the extent SERVICE PROVIDER has not already done so, SERVICE PROVIDER shall provide (at its own cost and expense) proof of the above coverage, as well as all original certificates, declarations pages, endorsement pages, and amendatory endorsements or copies of the applicable policy language effecting and evidencing all coverage required under the "Insurance Requirements Form" (including under any umbrella or excess policies) that SERVICE PROVIDER was required to complete when it responded to the RFP referenced in **[FILL IN]**.

SERVICE PROVIDER shall not take any action to cancel or materially change any insurance required under this Agreement without NJSIG's prior written approval.

BOND: If required by the by-laws or pursuant to N.J.A.C. 11:15-2, et seq., the SERVICE PROVIDER shall be bonded in a form and amount acceptable to NJSIG's

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

governing body. Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default.

CONFIDENTIALITY: All financial, statistical, personnel and/or technical data supplied by NJSIG to the SERVICE PROVIDER are confidential. The SERVICE PROVIDER is required to use reasonable care to protect the confidentiality of such data and to prevent the unauthorized use, dissemination, or publication of such data. Any use, sale or offering of this data in any form by the SERVICE PROVIDER, or any individual or entity in the SERVICE PROVIDER's charge or employ, will be considered a violation of this contract and may result in contract termination and the SERVICE PROVIDER's suspension or debarment from NJSIG contracting. Any attempt by another party to obtain this data must be immediately communicated to NJSIG and NJSIG will determine whether the documents are subject to release. No data may be released without consent of NJSIG.

PROHIBITION ON USE OF DATA IN ARTIFICIAL INTELLIGENCE SYSTEMS. The SERVICE PROVIDER agrees that it shall not use, disclose, transmit, or otherwise make available any data, content, documents, or other information provided by NJSIG to train, fine-tune, augment, or improve any machine learning system, including but not limited to large language models (LLMs), generative artificial intelligence (AI) models, or any automated system designed to generate content or analyze natural language. This prohibition applies regardless of whether the system is owned, licensed, or operated by SERVICE PROVIDER or any third party. The SERVICE PROVIDER further agrees that it shall not input, upload, or expose any data, content, documents, or other information provided by NJSIG to any publicly available or commercially available generative AI tools or platforms (*e.g.*, ChatGPT, Bard, Claude, Gemini, Copilot) or any system that retains, stores, or uses data for training or enhancement of underlying AI models. The obligations in this paragraph shall survive the termination or expiration of this Agreement.

TERMINATION: NJSIG may terminate this Agreement for any reason, at any time during the term thereof, by the giving of ninety (90) days written notice. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

OWNERSHIP OF RECORDS: All records and data of any kind relating to NJSIG shall belong to NJSIG and shall be surrendered to NJSIG on expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years from the date of final payment, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by the SERVICE PROVIDER for NJSIG during normal business

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

hours. Furthermore, such records, books, and files relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to the SERVICE PROVIDER by NJSIG for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, records must be made available to the Office of the State Comptroller upon request. The SERVICE PROVIDER shall notify NJSIG no less than sixty (60) days prior to destroying any file.

PAYMENT: The SERVICE PROVIDER shall be paid, as its sole and exclusive consideration hereunder, a fee on an hourly fee basis. NJSIG will pay for actual services rendered at the hourly rates outlined in the SERVICE PROVIDER'S competitive contracting proposal, which are reproduced below:

[INSERT SCREENSHOT OF VENDOR'S FEE PROPOSAL]

This hourly fee is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, telephone hotline costs, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by NJSIG unless there is a change in the scope of work.

Time must be billed in 0.1 hour increments and on a per-task basis. The entry description must be specific, detailing the action taken and the subject matter. The SERVICE PROVIDER should bear in mind that invoices will become public information when paid, and although NJSIG will not redact information before releasing bills for public consumption, the SERVICE PROVIDER should, to the extent practicable and consistent with the need to fully inform NJSIG of its activities and to allow NJSIG to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

All invoices must be submitted monthly to NJSIG_Bills@njsig.org, with a copy sent to **[FILL IN]**. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, NJSIG will not pay for services or expenses incurred more than one hundred and twenty (120) days prior to the date the invoice is submitted.

NJSIG shall make payment within thirty (30) days of receipt of an invoice from the SERVICE PROVIDER which is satisfactory to NJSIG in both form and substance. Final payment will be withheld until the SERVICE PROVIDER continued service is determined. If the SERVICE PROVIDER contract will not be renewed or is terminated, final payment will not be made until all provisions of the contract have been

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

satisfied. This payment schedule is subject to any rules and regulations promulgated by the Department of Banking and Insurance and the Department of Community Affairs. Moreover, as required under N.J.S.A. 18A:18A-42, this contract shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet NJSIG's obligations hereunder.

NO FEE: NJSIG shall owe SERVICE PROVIDER no Fee if this Agreement, or any activity pursuant to this Agreement, is determined by any court or agency of the State of New Jersey to have violated or contravened the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq., and regulations promulgated pursuant thereto.

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

ENTIRE AGREEMENT: This Agreement constitutes the complete agreement between the parties and supersedes any and all prior agreements, understandings, and conversations.

MODIFICATION: This Agreement may not be amended, modified, released, or discharged, in whole or in part, except by written agreement executed by NJSIG and the SERVICE PROVIDER.

NEW JERSEY LAW: This Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey, without regard to that state's conflict of laws rules and principles. The parties agree to submit to the jurisdiction of the courts of the State of New Jersey to resolve any disputes arising under this Agreement.

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

NON-ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of NJSIG.

NO WAIVER: No waiver of any term, provision, or condition contained in this Agreement, nor any breach of any such term, provision, or condition shall constitute a

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision, or condition of this Agreement by either party.

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

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

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

ELECTRONIC MAIL: The SERVICE PROVIDER agrees that it shall establish and maintain an electronic mail system, that all personnel working under this contract shall have direct access to the SERVICE PROVIDER'S electronic mail system and shall have individual electronic mail addresses, and that the SERVICE PROVIDER shall utilize its electronic mail systems to communicate with NJSIG as necessary and to meet reporting requirements of the NJSIG Executive Director. The SERVICE PROVIDER further agrees that all financial and agenda reports shall be submitted in electronic formats established by NJSIG via electronic mail.

NEWS RELEASES: The SERVICE PROVIDER is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the NJSIG Executive Director.

ADVERTISING: The SERVICE PROVIDER shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

advertising without first obtaining the prior written consent of the NJSIG Executive Director.

LICENSES AND PERMITS: The SERVICE PROVIDER shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The SERVICE PROVIDER shall supply NJSIG with evidence of all such licenses, permits and authorizations. This evidence shall be submitted after the contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the proposer in its proposal.

NON-SOLICITATION: The SERVICE PROVIDER shall not solicit NJSIG's employees for the Term plus twelve months.

LICENSURE: The SERVICE PROVIDER, along with any relevant employees, shall obtain and maintain in full force and effect for the duration of the contract all legally required licenses, permits, and authorizations necessary to perform this contract. The SERVICE PROVIDER shall supply NJSIG with evidence of all such licenses, permits, and authorizations on request. All costs associated with any such licenses, permits, and authorizations shall be borne by the SERVICE PROVIDER. NJSIG may terminate the contract if the SERVICE PROVIDER fails to obtain or maintain such licenses, permits, and authorizations.

ETHICS: The SERVICE PROVIDER shall not provide any NJSIG employee, NJSIG employee family member, NJSIG Board of Trustee member, NJSIG Board of Trustee family member, or NJSIG member any gift or thing of value that would be reasonably likely to create the perception that such a gift or thing of value would influence their decision making. The SERVICE PROVIDER agrees to act in the best interests of NJSIG at all times in providing the services herein.

MANDATORY COMPLIANCE LANGUAGE:

i. State of New Jersey Business Registration Certificate:

During the performance of this contract, the SERVICE PROVIDER agrees as follows:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ii. Affirmative Action Supplement Pursuant to N.J.A.C. 17:27-3.5 and -3.7:

During the performance of this contract, and as required under N.J.A.C. 17:27-3.5(a)(2), the SERVICE PROVIDER 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

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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.

During the performance of this contract, and as required under N.J.A.C. 17:27-3.7(a), the SERVICE PROVIDER further agrees as follows:

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.

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

iii. Additional Anti-Discrimination Provisions – NJLAD:

During the performance of this contract, and as required under N.J.S.A. 10:2-1, the SERVICE PROVIDER agrees as follows:

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;

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;

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

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.

iv. Additional Anti-Discrimination Provisions – ADA:

The CONTRACTOR and NJSIG do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. 12101 et seq., which prohibits discrimination based on disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

of this contract. In providing any act, benefit, or service on behalf of NJSIG pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ADA. If the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the CONTRACTOR shall defend NJSIG in any action or administrative proceeding commenced pursuant to the ADA. The CONTRACTOR shall indemnify, protect, and save harmless NJSIG, 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 NJSIG grievance procedure, the CONTRACTOR agrees to abide by any decision of NJSIG which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against NJSIG or if NJSIG must incur 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.

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

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

It is further agreed and understood that NJSIG assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees, or subcontractors for any claim which may arise out of their performance of this contract. 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 contract, nor shall they be construed to relieve the CONTRACTOR from any liability, nor

EXHIBIT A – SPECIAL CONTRACTUAL TERMS AND CONDITIONS

preclude NJSIG from taking any other actions available to it under any other provisions of the contract or otherwise at law.

v. Public Law 2005, Chapter 271 Vendor Certification and Disclosure:

During the performance of this contract, the SERVICE PROVIDER agrees as follows:

SERVICE PROVIDER is advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, s. 3) if the SERVICE PROVIDER receives contracts in excess of \$50,000 from public entities in a calendar year. It is the SERVICE PROVIDER'S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

EXPERIENCE AND QUALIFICATIONS FORM

This form must be completed and submitted with the bid or proposal. Failure to complete this form or to provide any of the required information will be grounds for automatic rejection of the bid or proposal. If additional space is required, the respondent shall attach separate sheets that identify the question being answered.

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Bid/Proposal Number: _____

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

If less than 5 years, list previous names and addresses:

2. 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 on a separate page.

3. Have any liens and/or lawsuits been filed against the company in the past 5 years? _____

If yes, please provide details:

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

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

EXPERIENCE AND QUALIFICATIONS FORM

6. Please provide at least 3 references below:

Reference #1 (required):

Name: _____

Address: _____

Phone: _____

Equipment/Service Provided: _____

Contract Amount: _____

Reference #2 (required):

Name: _____

Address: _____

Phone: _____

Equipment/Service Provided: _____

Contract Amount: _____

Reference #3 (required):

Name: _____

Address: _____

Phone: _____

Equipment/Service Provided: _____

Contract Amount: _____

Reference #4 (optional):

Name: _____

Address: _____

Phone: _____

Equipment/Service Provided: _____

Contract Amount: _____

PAYROLL ADMINISTRATION DATABASE SOFTWARE AND SERVICES
QUESTIONNAIRE

This form must be completed and submitted with the bid or proposal. Failure to complete this form or to provide any of the required information will be grounds for automatic rejection of the bid or proposal. If additional space is required, the respondent shall attach separate sheets that identify the question being answered.

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Bid/Proposal Number: _____

COMPANY INFORMATION

1. For the past three years, what was your investment in product development?

2. How do you guarantee security of data?

3. Have you ever experienced a data breach? If so, describe the event and the steps that were taken to resolve the issue?

PAYROLL (GENERAL)

4. Does the system have the ability to set-up pay rate and deductions changes with effective dates?

PAYROLL ADMINISTRATION DATABASE SOFTWARE AND SERVICES
QUESTIONNAIRE

5. Can files be imported for mass salary and deduction changes?

6. How does the system handle manual checks?

7. Describe the vendor/client responsibilities for the year end and/or year begin process.

TIME AND ATTENDANCE

8. Can timecard punches be tracked by IP address?

9. Does the hours file get updated automatically?

10. Does this system allow for uploads/downloads of time and attendance data from/to NJSIG's systems?

PAYROLL ADMINISTRATION DATABASE SOFTWARE AND SERVICES
QUESTIONNAIRE

11. Describe the process for moving employees to a temporary approver.

BENEFITS

12. What is the maximum amount of benefit plans an employer can offer and maintain in the system?

13. Does the system calculate benefit deduction arrears when an employee is on an update leave of absence?

14. Does the system have a function to automatically calculate and update the taxation for group term life / imputed income?

BUSINESS RULE DEFINITION

15. What flexibility does the system offer for customizing accrual calculations?

PAYROLL ADMINISTRATION DATABASE SOFTWARE AND SERVICES
QUESTIONNAIRE

16. Does this system allow for uploads/downloads of personal, sick and vacation hours from/to NJSIG's systems?

HISTORY/RECORDKEEPING

17. Can the system process multiple transactions for an employee with the same effective date?

18. What are your procedures for archiving or retaining historical information?

19. Can terminated employees access prior pay statements and W2 forms?

20. For how many years will the system maintain history for each employee.

REPORTING

21. How many user defined fields are available in the system?

PAYROLL ADMINISTRATION DATABASE SOFTWARE AND SERVICES
QUESTIONNAIRE

22. Can reports be created for all data fields in the system?

23. Does the system provide the ability to schedule standard reports?

DATA INTERFACE

24. Can NJSIG run bulk imports of data into the system?

25. Can batch jobs for data imports be scheduled, and how frequently?

26. Are there structured templates for bulk imports?

27. Do your resources include developer tools such as API access for PUSH/GETS?

PAYROLL ADMINISTRATION DATABASE SOFTWARE AND SERVICES
QUESTIONNAIRE

28. Is a temporary developer account available for testing system capabilities?

29. Do you offer a FTP site in case files need to be uploaded to the vendor?

30. Can a file of all historical data be provided prior to the start of the implementation process?

31. How does the software create an exportable file of all labor costs for the general ledger?

32. Can the format of that file be modified to be compatible with our Oracle PeopleSoft GL system?

PAYROLL AND TAX

33. Do you provide tax deposit confirmation reports?

PAYROLL ADMINISTRATION DATABASE SOFTWARE AND SERVICES
QUESTIONNAIRE

34. Can employees access W2's online, including prior years? How many years will be accessible?

35. Is there online access to current and historical tax reports and returns?

36. Can a year be held "open" while continuing to process the new year's taxes?

IMPLEMENTATION AND TRAINING

37. Describe your approach to implementation and project management.

38. What types of training and training material do you offer customers?

39. What training options are available above and beyond basic training?

PAYROLL ADMINISTRATION DATABASE SOFTWARE AND SERVICES
QUESTIONNAIRE

CUSTOMER SUPPORT

40. Is technical support available 24x7?

41. What methods of communication are available for contacting customer service due to outages?

42. Describe your procedure for escalating support issues.

HUMAN RESOURCES

43. Does your platform include a full Human Resource Information System?

44. Does your platform offer performance review tools?

45. Does the system assist with tracking compliance with employment laws such as FMLA, ADA, and OSHA?

46. Does your platform include functionality for managing employee training, such as assigning courses, tracking completion, setting due dates, and generating training compliance reports?

Please provide any additional information that you feel NJSIG should be made aware of when evaluating your organization.

Page 9 of 9

INSURANCE REQUIREMENTS FORM

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Bid/Proposal Number: _____

The bidder/proposer is solely responsible for reviewing, completing, and submitting this form. They must provide it to their insurance broker/agent to ensure all required evidence (e.g., certificates of insurance, declarations pages, endorsements, policy provisions, etc.) is identified, attached, and submitted with the bid or proposal. Failure to complete this form or to provide any of the required information will be grounds for rejection of the bid or proposal.

Part I: Mandatory Insurance Requirements

1. Generally: The bidder/proposer shall procure and maintain for the duration of the contract insurance to protect NJSIG from errors and omissions and against any and all claims or liabilities which may arise from or in connection with the performance of the work under the contract and the results of that work by the bidder/proposer, its agents, representatives, employees, and subcontractors. Such insurance shall satisfy all the requirements outlined below.
2. Mandatory Insurance Coverage – Scope, Limits, and Acceptability of Insurers:
 - a. The bidder/proposer shall have and maintain the following minimum insurance coverage:
 - i. Statutory workers' compensation, including occupational disease, in accordance with the laws of the State of New Jersey covering all bidder/proposer employees assigned to NJSIG;
 - ii. Employers' liability insurance with minimum limits of \$1,000,000 each accident limit for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease;
 - iii. Commercial general liability (CGL) insurance on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, with limits of not less than \$1,000,000 each occurrence / \$2,000,000 aggregate, and errors and omissions (E&O) insurance appropriate to the profession of the bidder/proposer, with limits of not less than \$5,000,000 per claim / \$10,000,000 aggregate, covering work performed by bidder/proposer and its employees during the term of any resulting agreement;
 - iv. Automobile liability insurance covering any auto, or if bidder/proposer has no owned autos, covering hired and non-owned autos, with limits of not less than \$1,000,000 per accident for bodily injury and property damage;
 - v. A crime policy protecting against dishonesty, theft, robbery, forgery, and other dishonest acts on the part of bidder/proposer and its employees, with limits not less than \$1,000,000; and
 - vi. A cyber liability insurance policy, with limits not less than \$2,000,000 per occurrence or claim / \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by bidder/proposer in the contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber

INSURANCE REQUIREMENTS FORM

extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses

- b. The bidder/proposer may use umbrella or excess policies to provide the liability limits required above. This form of insurance will be acceptable provided that all the primary and umbrella or excess policies shall provide all the insurance coverages required herein, including, but not limited to, additional insured status, primary and non-contributory, notice of cancellation, self-insured retentions, indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the primary and excess liability policies of the bidder/proposer are exhausted.
 - c. If the bidder/proposer maintains broader coverage and/or higher limits than the minimums shown above, NJSIG shall require and be entitled to the broader coverage and/or higher limits.
 - d. Maintenance of insurance which meets or exceeds the minimums shown above shall not relieve the bidder/proposer of any liability greater than the insurance coverage.
 - e. Insurance shall be placed with insurers that are licensed to conduct business in the State of New Jersey, that are solvent, and that have a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to NJSIG.
3. **Additional Mandatory Insurance Requirements:** The insurance policies of the bidder/proposer shall satisfy (or be endorsed to satisfy) the following requirements:
- a. **Additional Insured Status (CGL policy only):** The bidder/proposer’s CGL policy shall name NJSIG, its Board of Trustees, officials, employees, and member districts as “additional insureds” for any claims arising from the work or activities of the bidder/proposer under any resulting contract. This coverage shall be in addition to that which may be available under the “insured contract” definition of the CGL policy of the bidder/proposer and which may be triggered by agreement by the bidder/proposer to indemnify NJSIG.
 - b. **Primary and Non-Contributory Coverage (all required policies except workers’ compensation):** For any claims arising from the work or activities of the bidder/proposer under any resulting contract, the insurance coverage of the bidder/proposer shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects NJSIG, its Board of Trustees, officials, employees, and member districts. Any insurance or self-insurance maintained by NJSIG, its Board of Trustees, officials, employees, and member districts shall be excess of the insurance of the bidder/proposer and shall not contribute with it. This requirement shall also apply to any excess or umbrella policies.
 - c. **Notice of Cancellation (all required policies):** Each insurance policy required above shall not be cancelled, except with (a) at least ten (10) days’ advance written notice to NJSIG of cancellation

INSURANCE REQUIREMENTS FORM

for non-payment of premium, and (b) thirty (30) days' advance written notice to NJSIG for non-renewal or for cancellation for any reason other than non-payment of premium. Additionally, the bidder/proposer shall provide the carriers of all such insurance policies, in advance of any cancellation or non-renewal and in a format required by the applicable policies, with all information regarding NJSIG that is necessary to enable the carriers to issue any required notice of cancellation or non-renewal to NJSIG.

- d. Waiver of Subrogation (all required policies except workers' compensation): Any resulting contract shall state: "Contractor hereby grants NJSIG, its Board of Trustees, officials, employees, and member districts a waiver of any right to subrogation which any insurer of Contractor may acquire against NJSIG, its Board of Trustees, officials, employees, and/or member districts by virtue of the payment of any loss under such insurance, thereby fulfilling any requirement that such waiver of subrogation be required by written contract prior to commencement of operations or loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether NJSIG has received such an endorsement from the insurer."

4. Self-Insured Retentions (all required policies):

- a. The bidder/proposer shall declare in their bids/proposals the nature and extent of any self-insured retentions (SIRs) they may have, for approval by NJSIG.
- b. A bidder/proposer with any SIRs shall submit evidence with their bids/proposals that their insurance policies permit (or have been endorsed to permit) the SIR to be satisfied by either the bidder/proposer or by NJSIG, and that defense costs (including any allocated loss adjustment expenses) will satisfy the SIR.
- c. Any contract awarded pursuant to this bid/RFP shall state: "Contractor's commercial general liability policy and any other policies, including any excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds \$25,000 unless approved in writing by the Executive Director of NJSIG. Any and all SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the indemnified additional insured parties. NJSIG may deduct from any amounts otherwise due Contractor to fund the SIR. Additionally, contractor's policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the named insured. Rather, the policies shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or NJSIG. Contractor's policies must also provide, or be endorsed to provide, that defense costs (including any allocated loss adjustment expenses) will satisfy the SIR. NJSIG reserves the right to obtain a copy of any policies and endorsements for verification."

5. Claims-Made Policies:

- a. If any insurance policy required above provides claims-made coverage, the bidder/proposer shall provide proof of the retroactive date, which shall be before the contract effective date.
- b. Any contract awarded pursuant to this bid/RFP shall state: "Contractor shall maintain any claims-made insurance coverage, and evidence of such coverage must be provided to NJSIG for at least five (5) years after completion of the contract work. If such coverage is cancelled or non-

INSURANCE REQUIREMENTS FORM

renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase ‘extended reporting’ coverage for a minimum of five (5) years after the completion of the contract work.”

6. Reservation of Rights: NJSIG reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Part II: Verification of Coverage

The bidder/proposer shall submit, with their bid proposal, all documentation effecting and evidencing the coverage required hereunder—including under any umbrella or excess policies—for NJSIG’s review and approval. This includes original certificates of insurance, declarations pages, endorsement schedules, policy provisions, and amendatory endorsements. If any required documentation cannot be provided at the time of submission, the bidder/proposer must explain the reason and ensure all outstanding items are received and approved by NJSIG before any work begins. However, the failure of the bidder/proposer to obtain the required documents prior to the work commencing shall not waive their obligation to provide them. NJSIG reserves the right to require complete, certified copies of all required insurance policies, including endorsements required hereunder, at any time.

The following matrix/checklist summarizes by line of coverage the required documents and evidence:

<u>Proof/Document</u>	<u>Coverage</u>					
	<u>WC/EL</u>	<u>CGL</u>	<u>E&O</u>	<u>AL</u>	<u>Crime</u>	<u>Cyber</u>
Certificate of Insurance						
Declaration Page						
Endorsement Schedule						
“Insured Contract” definition						
“Additional Insured” provision/endorsement						
“Primary & Non-Contrib.” provision/endorsement						
“Notice of Cancellation” provision/endorsement						
“Waiver of Subrogation” provision/endorsement						
SIR—nature, extent, endorsements						

Part III: Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto are true and complete to the best of my knowledge. I acknowledge: (a) that I am authorized to execute this certification on behalf of the bidder/proposer; (b) that NJSIG 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 NJSIG to notify NJSIG in writing of any changes to the information contained herein; and (c) that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and that 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 NJSIG, permitting NJSIG to declare any contract(s) resulting from this certification void and unenforceable.

Name (print): _____

Title: _____

Signature: _____

Date: _____

OWNERSHIP DISCLOSURE FORM

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

This form must be completed, certified, and submitted with the bid or proposal. Failure to complete this form or to provide any of the required information will be grounds for automatic rejection of the bid or proposal.

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Bid/Proposal Number: _____

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: Disclosure of 10% or greater ownership of corporation/partnership/LLC (check one)

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the LLC who own a 10% 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% or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or no member in the LLC owns a 10% 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

OWNERSHIP DISCLOSURE FORM

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

Part III: Disclosure of 10% or greater ownership in the stockholders/partners/LLC members listed in Part II

If a bidder/proposer has a direct or indirect parent entity which is publicly traded, and any person holds a 10% 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, please provide 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 listed in Part II, along with the relevant page numbers of the filing(s) that contain the information on each such person.

(Please 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% or greater interest in any corresponding corporation, partnership, and/or LLC listed in Part II *other than for any publicly traded parent entities referenced above.*

(Please attach additional sheets if more space is needed)

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

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.

Part IV: Certification.

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto are true and complete to the best of my knowledge. I acknowledge: (a) that I am authorized to execute this certification on behalf of the bidder/proposer; (b) that NJSIG 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 NJSIG to notify NJSIG in writing of any changes to the information contained herein; and (c) that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and that 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 NJSIG, permitting NJSIG to declare any contract(s) resulting from this certification void and unenforceable.

Name (print): _____

Title: _____

Signature: _____

Date: _____

AFFIDAVIT OF NON-COLLUSION

This form must be completed, notarized, and submitted with the bid or proposal. Failure to complete this form or to provide any of the required information will be grounds for automatic rejection of the bid or proposal.

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Bid/Proposal Number: _____

The undersigned, being duly sworn according to law, deposes and says:

1. That I am employed by the bidder/proposer listed above as _____ and am fully authorized to execute this affidavit on behalf of said bidder/proposer;
2. That, as the party submitting the foregoing bid/proposal, that such bid/proposal is genuine and not collusive or a sham; that said bidder/proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder/proposer or person, to put in a sham bid/proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other bidder/proposer, to fix any overhead, profit, or cost element of said price, or of that of any other bidder/proposer, to secure any advantages against the New Jersey Schools Insurance Group, or any person interested in the proposed Services Agreement; and that all statements in said bid/proposal are true; and
3. That he/she/it has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a bidder/proposer but may be grounds for administrative suspension or grounds for consideration by the New Jersey Schools Insurance Group as to whether the New Jersey Schools Insurance Group should decline to award the Services Agreement to such a bidder/proposer based on a lack of responsibility. If bidder/proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, bidder/proposer must attach a written explanation of the circumstances surrounding that conviction.

Sworn and subscribed to me on this

Name (print): _____ day of _____, 20____, in the
State of _____, County
Signature: _____ of _____.

Title: _____
Notary Public – State of New Jersey

Date: _____
Print Name: _____

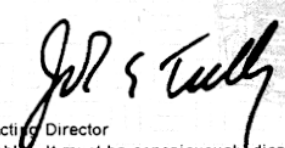
My Commission Expires: _____

All businesses MUST provide, prior to contract award, a copy of their Business Registration Certificate (BRC). Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

Non-profit Organizations must provide, prior to contract award, proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

Information on BRC Requirements: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

This form must be completed, certified, and submitted with the bid or proposal. Failure to complete this form or to provide any of the required information will be grounds for automatic rejection of the bid or proposal.

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Bid/Proposal Number: _____

Part I: Investment activities in Iran

Under N.J.S.A. 18A:18A-49.4 and N.J.S.A. 52:32-55 et seq., any person or entity¹ that submits a bid or proposal or otherwise proposes to enter into or renew a contract with NJSIG must complete the certification below to attest, under penalty of perjury, that neither the proposer, nor any of its parents, subsidiaries, and/or affiliates, is identified on the Chapter 25 list promulgated by the State of New Jersey, Department of the Treasury, as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. The Chapter 25 list must be reviewed prior to completing the below certification. If the person or entity is found to be in violation of law, action may be taken as appropriate and as 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.

I, the undersigned, certify that I have read the definition of "person or entity" below, and have reviewed the Chapter 25 list, and having done so certify (check the appropriate box):

- ☐ A. That neither the bidder/proposer listed above nor any of its parents, subsidiaries, and/or affiliates is listed on the Chapter 25 list as a person or entity engaging in investment activities in Iran pursuant to N.J.S.A. 18A:18A-49.4 and N.J.S.A. 52:32-58. 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 representation on its behalf. I will skip Part 2 and sign and complete the Certification in Part III below.

OR

- ☐ B. I am unable to certify as to "A" above, because the bidder/proposer and/or one or more of its parents, subsidiaries, or affiliates is listed on the Chapter 25 list as a person or entity engaging in investment activities in Iran. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the

¹ "Person or entity" means: (1) a natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. § 262r(c)(3); or (3) any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in (1) or (2). See N.J.S.A. 52:32-56(e).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Certification in Part III below. Failure to provide such will result in the bid/proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part II: Additional information related to investment activities in Iran

You must provide a detailed, accurate, and precise description of the activities of the bidder/proposer and/or its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran referenced above by answering the questions below. Please provide thorough answers to each question. Please attach additional sheets if more space is needed.

- a. Person or entity: _____
- b. Relationship to bidder/proposer: _____
- c. Description of activities: _____

- d. Duration of engagement: _____
- e. Anticipated cessation date: _____
- f. Bidder/proposer contact name: _____
- g. Bidder/proposer contact phone number: _____

Part III: Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto are true and complete to the best of my knowledge. I acknowledge: (a) that I am authorized to execute this certification on behalf of the bidder/proposer; (b) that NJSIG 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 NJSIG to notify NJSIG in writing of any changes to the information contained herein; and (c) that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and that 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 NJSIG, permitting NJSIG to declare any contract(s) resulting from this certification void and unenforceable.

Name (print): _____

Title: _____

Signature: _____

Date: _____

DISCLOSURE OF PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS FORM

This form must be completed, certified, and submitted with the bid or proposal. Failure to complete this form or to provide any of the required information will be grounds for automatic rejection of the bid or proposal.

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Bid/Proposal Number: _____

Part I: Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c. 3), any person or entity¹ that submits a bid or proposal or otherwise proposes to enter into or renew a contract with NJSIG must complete the certification below indicating whether or not the person or entity is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionsearch.ofac.treas.gov>. If the person or entity is found to have made a certification in violation of the law, action may be taken 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 party.

I, the undersigned, certify that I have read the definition of “person or entity” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify (check the appropriate box):

- ☐ A. That neither the bidder/proposer listed above nor any of its parents, subsidiaries, and/or affiliates is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

- ☐ B. That I am unable to certify as to “A” above, because the bidder/proposer and/or one or more of its parents, subsidiaries, or affiliates is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

¹ “Person or entity” means: (1) natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in (1) or (2). See N.J.S.A. 52:32-60.1(e).

DISCLOSURE OF PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS FORM

- ☐ C. That I am unable to certify as to “A” above, because the bidder/proposer and/or one or more of its parents, subsidiaries, or affiliates is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the bidder/proposer and/or one or more of its parents, subsidiaries, or affiliates is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license, or exemption. A detailed description of how the activity of the bidder/proposer and/or one or more of its parents, subsidiaries, or affiliates related to Russia and/or Belarus is consistent with federal law is set forth below.

Part II: Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto are true and complete to the best of my knowledge. I acknowledge: (a) that I am authorized to execute this certification on behalf of the bidder/proposer; (b) that NJSIG 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 NJSIG to notify NJSIG in writing of any changes to the information contained herein; and (c) that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and that 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 NJSIG, permitting NJSIG to declare any contract(s) resulting from this certification void and unenforceable.

Name (print): _____

Title: _____

Signature: _____

Date: _____

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