

**REQUEST FOR QUALIFICATIONS
FOR
FUND ACTUARY**

Issued by the Office of the Executive Director

of

The Atlantic County Insurance Commission

SUBMISSION DEADLINE

SEPTEMBER 25, 2026

11:00 A.M.

ADDRESS ALL PROPOSALS TO:

BY MAIL:

Atlantic County Insurance Commission
c/o PERMA Risk Management Services
TRIAD1828 Centre
PO Box 99106
Camden, NJ 08101

Contains ACIC RFP Response

BY FEDEX, UPS, OR COURIER SERVICE

Atlantic County Insurance Commission
c/o PERMA Risk Management Services
TRIAD1828 Centre
2 Cooper Street – 18 Floor
Camden, NJ 08102

Contains ACIC RFP Response

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

Atlantic County Insurance Commission
c/o PERMA Risk Management Services
TRIAD1828 Centre
2 Cooper Street
Camden, NJ 08102

CONTACT PERSON

Bradford Stokes	856-552-6816 bstokes@permainc.com
Karen Read	856-552-4712 kread@permainc.com

PURPOSE AND INTENT OF REQUEST

Through this Request for Qualifications (RFQ) and Price Quote, the Atlantic County Insurance Commission (hereinafter the “Commission”) seeks to engage a Service Provider as **Actuary** for the 2027, 2028 and 2029 fund years commencing January 1, 2027. This contract will be awarded through a fair and open process pursuant to NJSA 19:44A-20.4 et seq. and complies with the best practices recommended by Office of the State Controller.

PROPOSAL SUBMISSION

Submit one (1) original paper copy, clearly marked as the “ORIGINAL” plus two (2) copies. If needed, we will contact responders after the deadline to request an electronic copy of the response, via email.

The proposal must be addressed to:

BY MAIL:

Atlantic County Insurance Commission
c/o PERMA Risk Management Services
TRIAD1828 CENTRE
PO Box 99106
Camden, NJ 08101
Contains ACIC RFP Response

BY FEDEX, UPS, OR COURIER SERVICE

Atlantic County Insurance Commission
c/o PERMA Risk Management Services
TRIAD1828 CENTRE
2 Cooper Street – 18 Floor
Camden, NJ 08102
Contains ACIC RFP Response

The proposal must be received by September 25, 2026 at 11:00 a.m.

Faxed or E-Mailed proposals will NOT be accepted.

This Request for Qualifications is to solicit professional services. All documents and information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The Fund will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Fund reserves the right to reject any and all proposals in whole or in part and waive such informalities as may be permitted by law. The Fund further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. The fund reserves the right to negotiate contracts for such services and seek amendments to any proposal.

PERIOD OF CONTRACT

Fund Years 2027, 2028 & 2029.

METHOD OF PAYMENT

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

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

PROCEDURE FOR PAYMENT OF BILLS

The Contractor shall bill on a monthly or quarterly basis for work performed pursuant to this contract, including interim bills, final bills and bills for the release of retainage. The Contractor shall submit its bill only on the Commission's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the monthly meeting of the ATLANTIC COUNTY INSURANCE COMMISSION, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Commission shall approve and certify the submitted bills and direct that payment be made within 10 days of such meeting date.

The Commission shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the Commission shall determine that all or some portion of the payment should be withheld, the Commission shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

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

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

CONTRACT FORM

The successful proposer shall be required to execute the Commission's form contract/service agreement, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP. A sample copy of a draft Commission form contract appears in **Appendix A**.

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

DETAILED REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS FOR ACTUARY

1. **ATLANTIC COUNTY INSURANCE COMMISSION** – The Commission is organized pursuant to NJSA 40A: 10-56 to provide property/casualty insurance to its member local units. The Commission also provides members with a comprehensive risk control and claims management program. The current self insured claims budgets for the Commission are:

- ATLANTIC COUNTY INSURANCE COMMISSION: \$7.3 Million

Current members are the County of Atlantic; the Atlantic County Utilities Authority and the Atlantic County Improvement Authority.

2. **NATURE OF SERVICES** – The ATLANTIC COUNTY INSURANCE COMMISSION is requesting proposals from qualified individuals and firms to provide actuarial services.

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

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

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

- I. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
- J. A description of the proposer's office location and an explanation of the proposer's availability for meetings and conferences,
- K. A statement that the proposer will comply with the General Terms and Conditions required by Commission and enter into the Commission's standard Professional Services Contract; (sample service agreement in Exhibit A)
- L. A representation that all services will be performed within the United States of America
- M. An Affirmative Action Statement (copy attached) – Appendix B
- N. NJ Anti-Discrimination Provisions (copy attached) – Appendix C
- O. **A completed Bid Document Checklist**
- P. **A completed Non-Collusion Affidavit – Appendix D**
- Q. **A completed Statement of Ownership Disclosure – Appendix E**
- R. **A completed Stockholder & Political Disclosure Statement – Appendix F**
- S. **A completed Disclosure of Investment Activities in Iran – Appendix G**
- T. A copy of the proposer's Business Registration Statement.

4. **PAYMENT SCHEDULE:**

The services provided under this agreement shall be paid for quarterly by the Commission payable after the services are completed and the invoice is submitted and approved by the Commission. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment.

5. **LICENSING:**

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

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

6. INDEMNIFICATION:

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

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

7. INSURANCE:

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

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

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

8. APPLICABLE LAW:

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

9. INDEPENDENT CONTRACTOR STATUS"

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

10. TERMINATION:

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

- A. The Commission may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the Service Provider. The Service Provider shall have the opportunity for a hearing before the Commission.

The Commission shall determine whether the reasons for the termination can be amicably and reasonably resolved or whether, in its sole determination, the Agreement shall be terminated.

The Service Provider may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

- B. The Commission shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar (10) days' notice to the successful proposer. However, the Commission shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.
- C. The Commission may terminate this Contract any time without cause by 90 days' written notice in writing from the Commission to the Contractor only in the event the Commission shall have issued during the term of this contract and any renewal hereof at least two written notices of separate material breaches of the contract by Contractor that Contractor has cured in a timely manner.
- D. Termination shall not operate to affect the validity of the indemnification Provisions of this agreement, nor to prevent the Commission from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
- E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the Commission for damages sustained by the Commission by virtue of any breach of the Contract by the Contractor, and the Commission may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the Commission from the Contractor is determined.

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

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

13. **PROPOSAL EVALUATION** – Commission will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFQ. The Commission will make the award that is in the best interest of the Commission based on cost and other considerations.

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

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

- a. Not select any of the proposals.
- b. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled".)

- c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

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

Pursuant to N.J.A.C. 5-34-4.3(c), at the Commission's sole option, after proposals are received, but prior to the completion of the evaluation of proposals, vendors may be invited to provide clarification regarding their submission.

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

15. USE OF INFORMATION - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Commission to the proposer in connection with this RFQ shall remain the property of the Commission.. When in tangible form, all copies of such information shall be returned to the Commission upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Commission or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

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

17. GENERAL TERMS AND CONDITIONS –

- A. The Commission reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Commission to do so.
- B. In case of failure by the successful proposer, the ATLANTIC COUNTY INSURANCE COMMISSION may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C. The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the ATLANTIC COUNTY INSURANCE COMMISSION harmless from, shall indemnify and shall defend the Atlantic County Insurance Commission against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including

death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

- D.** The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E.** Each proposal must be signed by the person authorized to do so.
- F.** Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the ATLANTIC COUNTY INSURANCE COMMISSION and subject to the Commission's standard procedures.
- G.** The ATLANTIC COUNTY INSURANCE COMMISSION is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H.** The contract shall be in effect for three (3) years from January 1, 2027 through December 31, 2028 unless otherwise stated.
- I.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Commission assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows:

(a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

(b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap.

(c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice.

(d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- K.** All services shall be performed within the United States of America.
- L.** All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- M.** By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Commission harmless in any case of any such infringement.
- N.** No proposer shall influence, or attempt to influence or cause to be influenced, any Commission officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- O.** No proposer shall cause or influence, or attempt to cause or influence, any Commission officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- P.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Commission's purchasing agent's decision shall be final and conclusive.
- Q.** The ATLANTIC COUNTY INSURANCE COMMISSION shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- R.** Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Commission Executive Director's office no fewer than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- S.** The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

Minimum Qualifications: Actuary

1. The responder shall demonstrate a consistent pattern of providing actuarial services to joint insurance funds or self-insured governmental entities and must quantify the results achieved.
2. The responder shall demonstrate experience and knowledge of:
 - a. Regulations of the Department of Banking and Insurance and the Department of Community Affairs;
 - b. Workers' compensation, liability and property matters involving New Jersey governmental entities; and
 - c. Financial matters pertaining to joint insurance funds including budgets, assessments, monitoring reports, investments, audit controls, fund year accounting and closed fund year accounting.
3. Pursuant to the regulations promulgated by the New Jersey Department of Banking and Insurance, the responder shall be a person who is a fellow in good standing of the Casualty Actuarial Society with three years recent experience in loss reserving; an associate in good standing of the Casualty Actuarial Society with five years recent experience in loss reserving; or an associate in good standing of the American Academy of Actuaries who has been approved as qualified for signing casualty loss reserve opinions by the Casualty Council of the American Academy of Actuaries and who has seven years recent experience in loss reserving.

SCOPE OF SERVICES

See "SERVICES" section of the SERVICE AGREEMENT attached in Exhibit A.

BASIS OF AWARD
(To be completed by County evaluation committee)

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information <u> 10 </u> points	
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u> 25 </u> points	
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points	
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 20 </u> points	
E. Reasonableness of Cost Proposal <u> 20 </u> points	
TOTALS	

EXHIBIT A
Sample Contract/Service Agreement

SERVICE AGREEMENT

Between

The Atlantic County Insurance Commission hereinafter the **COMMISSION** and

_____ hereinafter the **SERVICE PROVIDER**

NOW, THEREFORE, IT IS AGREED by and between the **COMMISSION** and the **SERVICE PROVIDER** as follows:

APPOINTMENT: The SERVICE PROVIDER is hereby appointed and retained as Actuary for the COMMISSION to provide the services detailed in the COMMISSION's by-laws, plan of risk management, and N.J.A.C. 11:15-2 etc. seq. The term of this appointment shall commence on January 1, 2027 and continue until December 31, 2029. This appointment was made in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. Seq.

STANDARD PROVISIONS: Unless otherwise modified in writing, the contract standard provisions adopted by the COMMISSION and included in Exhibit A attached hereto shall apply to this agreement.

SERVICE PROVIDER REPRESENTATIVES: The SERVICE PROVIDER's designated representative(s) _____

NOTICE: Notices under this Agreement shall be sent to:

Atlantic County Insurance Commission
c/o _____

SPECIAL PROVISIONS – SERVICES: In addition to services detailed in the COMMISSION's by-laws, plan of risk management, and N.J.A.C. 11:15-2 etc. seq the SERVICE PROVIDER will:

Calculate the Incurred But Not Reported (IBNR) claims for the purpose of establishing loss reserves in conjunction with the case reserves established by the COMMISSION's Claim Service Company – on a quarterly basis. All calculations must be submitted to the COMMISSION's Executive Director/Administrator and Auditor within forty-five (45) days of the close of each quarter.

Certify to the actuarial soundness of the COMMISSION and report to the COMMISSION in a manner prescribed by them, no later than five (5) working days after receipt of the finalized December 31 Auditors Statement.

COMPENSATION: During the term of this Agreement the COMMISSION shall pay the SERVICE PROVIDER services rendered a fixed amount as follows:

Fund Year 2027: _____
Fund Year 2028: _____
Fund Year 2029: _____

Also, any unanticipated work assignments outside of the services described in Section XVIII must be authorized by the Commission.

SPECIAL PROVISIONS RELATING TO COMPENSATION. The compensation or service fee set forth in this Agreement includes:

All administrative staff, including support staff, necessary to perform the work required of the SERVICE PROVIDER.

Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.

In-house computer services including all software and hardware provided by the SERVICE PROVIDER for the COMMISSION's use, it being understood that the software and hardware is and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of the COMMISSION shall be the property of the COMMISSION and upon the request of the COMMISSION or Executive Director/Administrator the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the COMMISSION or Executive Director/Administrator in either hard copy or on computer tape or disk or both as the COMMISSION or Executive Director/Administrator may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.

Furthermore, the SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from the loss of such data shall be borne by the SERVICE PROVIDER unless at the time of loss, said data was in the exclusive custody of the COMMISSION.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, 20__ for the purposes and the term specified herein.

**Atlantic County Insurance
Fund Commission**

SERVICE PROVIDER.

Attest:

STANDARD PROVISIONS

Unless otherwise provided, the following provisions shall apply to the SERVICE AGREEMENT between the SERVICE PROVIDER and the COMMISSION

INDEMNIFICATION AND HOLD HARMLESS: SERVICE PROVIDER shall indemnify and hold the COMMISSION, its Commissioners, appointed officials and member entities 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 the COMMISSION, its Commissioners, appointed officials and member entities, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the COMMISSION harmless from same.

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the COMMISSION:

Workers' Compensation: Statutory plus \$100,000/\$500,000/\$100,000 for employers' liability:

General Liability: \$1,000,000/\$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: \$1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: \$1,000,000/ \$1,000,000 aggregate:

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 the COMMISSION's governing body

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the COMMISSION be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the COMMISSION. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without COMMISSION approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

POLITICAL CONTRIBUTIONS: This section only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. Seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in the one year period preceding the date that this contract is legally authorized that neither the SERVICE PROVIDER business entity nor any persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) of any member local unit insured by the COMMISSION. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this contract.

TERMINATION: The COMMISSION may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER. The SERVICE PROVIDER shall have the opportunity for a hearing before the COMMISSION. The COMMISSION shall determine whether the reasons for the termination can be amicably and reasonably resolved or whether, in its sole determination, the Agreement shall be terminated. 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 the COMMISSION shall belong to the COMMISSION, and shall be surrendered to the COMMISSION upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of two (2) years following any termination or expiration, the COMMISSION, its appointed officials and other designated representatives, as authorized by the COMMISSION, shall have access to records and files maintained by the SERVICE PROVIDER for the COMMISSION during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the COMMISSION are the property of the COMMISSION, regardless of site stored.

Information released to the SERVICE PROVIDER by the COMMISSION for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

PAYMENT: The services provided under this agreement shall be paid for monthly or quarterly by the Commission payable after the services are completed and the invoice is submitted and approved by the Commission. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment. This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

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 the COMMISSION. 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 there under.

ENTIRE AGREEMENT: This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

NEW JERSEY LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

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.

NO ASSIGNMENT: the SERVICE PROVIDER shall not assign This Agreement without the specific written consent of the COMMISSION.

MODIFICATION: No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the COMMISSION and the SERVICE PROVIDER.

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 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: If any term, provision or condition contained 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 contained 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 the SERVICE PROVIDER to the COMMISSION.

CAPTIONS: The captions or paragraph headings contained in this Agreement are solely for 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.

CONFLICT of INTEREST: This contract may be voided by the COMMISSION Commissioners if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the COMMISSION's Bylaws, or in N.J.S.A. 40A:9-22.1 et. Seq. (the "Local Government Ethics Laws").

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that the COMMISSION has defined as proprietary without the express written consent of the COMMISSION. In addition, the SERVICE PROVIDER shall promptly advise the COMMISSION upon 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 maintain and utilize the electronic mail systems in order to communicate with other service providers of the COMMISSION and to meet reporting requirements of the Executive Director/Administrator's office. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the COMMISSION Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

AFFIRMATIVE ACTION: During the performance of this agreement, the SERVICE PROVIDER where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

The SERVICE PROVIDER, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The SERVICE PROVIDER agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The SERVICE PROVIDER agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The SERVICE PROVIDER 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.

The SERVICE PROVIDER agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The SERVICE PROVIDER shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT C

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2- 1 et seq

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

BID DOCUMENT CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.

A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL
BELOW

- | | | |
|----|--|-------|
| A. | An original with two (2) copies of your complete proposal. | _____ |
| B. | Non-Collusion Affidavit properly notarized - Exhibit D | _____ |
| C. | Statement of Ownership Disclosure – Exhibit E | _____ |
| D. | Political Contribution Disclosure Statement - Exhibit F | _____ |
| E. | Disclosure of Investment Activities in Iran - Exhibit G | _____ |
| E. | Authorized signatures on all forms. | _____ |
| F. | Business Registration Certificate(s) Must be submitted prior to award | _____ |

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

THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.

NAME OF PROPOSER:

Person, Firm or Corporation

BY: _____
(NAME) (TITLE)

Exhibit D

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF

I _____ of the _____ of _____

in the County of _____ and the State of _____

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

I am _____

Of the firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **Atlantic County Insurance Commission** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

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

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

_____ Day of _____ 20____.

Notary Public of

My commission expires:

APPENDIX E

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

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

Exhibit F

SERVICE PROVIDER POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION

Service provider business entity: _____

Date the contract or engagement is to be authorized: _____

1) Names and home addresses of all persons (a) holding 10% or more of the issued and outstanding stock of the service provider business entity, (b) entitled to receive the benefit of 10% or more of the revenues and/or profits of the service provider business entity and (c) any other individual who will have a significant role in servicing this engagement:

Name

Address

2) List all reportable contributions made during the 12-month period preceding the date that the contract or engagement is legally authorized to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) of any member local unit insured by the Atlantic County Insurance Commission.

Local Unit	Contributor	Date	Recipient	Amount

Service Provider Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify the above is complete and accurate. The undersigned is fully aware that if I or any of the persons listed above have misrepresented in whole or part this affirmation and certification, I and/or the service provider business entity will be liable for any penalty permitted under law.

Signed: _____ Date: _____

Title: _____

Print Name: _____

If necessary, attach additional sheets.

Exhibit G

Disclosure of Investment Activities in Iran DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN Page 1 of 2

Bid Name: _____

Bidder: _____

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Atlantic County Insurance Commission under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran outlined above by completing the section below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

PART 3: CERTIFICATION SIGNATURE:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the **Atlantic County Insurance Commission** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Atlantic County Insurance Commission** to notify the **Atlantic County Insurance Commission** in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Atlantic County Insurance Commission** and that the **Atlantic County Insurance Commission** at its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or Parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.

Signature **Print Name**

Title **Date**