



One Sylvan Way, Suite 100
Parsippany, NJ 07054

**REQUEST FOR PROPOSALS SPECIFICATIONS
AND PROPOSAL FORMS FOR
STATEWIDE INSURANCE FUND
INVESTMENT SERVICES**

Included herein:

RFP Notification
General Terms and Conditions
Requirements
Member List
Equal Employment Opportunity Statement
Non-Collusion Affidavit
Insurance Requirement and Acknowledgment Form
Affirmative Action Acknowledgment
Ownership Disclosure Certification
Political Contribution Disclosure Forms
Professional Service Entity Information Form
Data Form
Acknowledgment of Corrections, Additions or Deletions Form
Disclosure of Investigation
Prohibited Russia-Belarus Activities & Iran Investment Activities

REQUEST FOR PROPOSALS

Notice is hereby given that sealed proposals will be received at Statewide Insurance Fund, One Sylvan Way, Suite, 100, Parsippany, NJ 07054, on Tuesday, September 5, 2023.

RFP documents may be obtained by emailing mwoodworth@sifnj.com. All persons requesting RFP documents will be required to provide Statewide Insurance Fund with relevant contact information; name, company, address, phone, and fax if available.

Proposals must be submitted on the forms furnished in the RFP to the attention of Caroline Conboy, Fund Administrator, and may be hand delivered or mailed in a sealed envelope clearly marked with the RFP title and number to Statewide Insurance Fund, One Sylvan Way, Suite, 100, Parsippany, NJ 07054 on or before the hour named on the date specified. No proposal will be accepted after the designated time and date. Proposals transmitted electronically will not be accepted. Statewide Insurance Fund will not assume responsibility for bids forwarded by mail or delivery service. Proposals must also include the required forms as designated in the bid specifications. Bids may be rejected if the required documents are not included with the proposal.

By submitting a proposal, the contractor covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligations, and that they will not make any claim for or have the right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information. If any discrepancies or omissions appear in the specifications, the contractor shall notify Statewide Insurance Fund, in writing, of any such discrepancy or omission. Contractors are notified by this statement that all of the general terms and conditions applicable will be a part of any contract awarded as a result of this proposal as fully and to the same extent as if copied at length therein.

The Executive Committee of Statewide Insurance Fund reserves the right to reject any or all proposals and to waive any minor irregularities or informalities in the proposal and to accept the proposal, which in their judgment, will best serve the interest of the Fund.

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STATEWIDE INSURANCE FUND GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are in addition to any other specifications included in this request for proposal (RFP) and should be read in conjunction with the same. Unless specifically instructed otherwise in the General Specifications, Scope of Work, Technical Specifications, or Proposal Forms, the following terms and conditions will apply to all contracts or purchases made with Statewide Insurance Fund (hereinafter referred to as the Fund).

PROPOSAL

In order to be considered for selection, proposals must be submitted in a sealed envelope to Statewide Insurance Fund no later than the date and time stated within the specifications. Any proposal in route may not be considered timely. Please refer to the assigned RFP number on all proposals, correspondence, and documentation relating to this RFP. Proposals must be signed in ink by an authorized representative of the firm submitting the proposal.

CONTACTS

Upon receipt of this RFP, all vendors must supply the name, title, address, email, and fax number of the person to whom all correspondence regarding any additional information regarding this RFP should be directed, including amendments and award.

INQUIRIES

All inquiries or request for clarification arising after the issuance of this RFP should be submitted in writing by email to:

Statewide Insurance Fund
One Sylvan Way, Suite 100
Parsippany, New Jersey 07054
Email: mwoodworth@sifnj.com

Questions and answers will be consolidated and provided to all companies on record as having received this RFP.

INCURRING COSTS

The Fund will not be liable for any cost firms may incur in preparing or presenting their proposal(s). Proposals should be concise, straightforward, and prepared simply. Expensive displays or promotional materials are neither desired nor required. However, there is no intent within these instructions to limit a proposal's content or to exclude any relevant or essential data.

ORAL PRESENTATION

If the Fund requires an oral presentation by a company, these presentations will be scheduled after the receipt of proposals and prior to the award of the contract.

AWARD OF CONTRACT

The Fund's Executive Committee is authorized to award a contract in whole or in part for the proposed services deemed most advantageous to the Fund, considering the qualifications to perform the services specified herein and all financial factors involved. The final

STATEWIDE INSURANCE FUND GENERAL TERMS AND CONDITIONS

determination will be based on that proposal, which in the sole opinion of the Fund, best serves the mission of the Fund. The Fund reserves the right to withdraw from this project at any time and in no way has an obligation to make an award of a contract.

AMENDMENT OF AGREEMENT

The agreement, which will result from the RFP, may be amended only through written consent by both parties.

ASSIGNMENTS

The awarded firm(s) shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their rights, title, or interest in, or to the same or any part thereof without consent in writing by the Fund. If an awarded firm, without previous written consent, assigns, transfers, conveys, sublets, or otherwise disposes of the contract, in whole or in part, or of title or interest therein, the contract may, at the option of the Fund, be canceled or terminated. Assignment or subcontracting shall not relieve the contracted firm of its obligations.

ACCEPTANCE OF SERVICES RENDERED

The Fund, through its designated representatives, will be the sole determining judge of whether services rendered under the contract satisfy the requirements as identified in the contract.

AVAILABILITY OF FUNDS

This contract is subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation. Therefore this contract may be canceled at the end of the fiscal year if sufficient funds are not appropriated or available.

PAYMENT

Invoices for goods and services purchased by the Fund will only be made upon satisfactory receipt of said goods or services. All invoices must be itemized, including an invoice number and a Fund purchase order number.

Checks are processed by Statewide Insurance Fund approximately the third week of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

TAXES

The Fund is exempt from tax under section 503© of the New Jersey Tax Code.

DOMESTIC PRODUCTS

American goods and products shall be used wherever available for the services or products required in this specification. However, the decision of the Fund shall be final where the

STATEWIDE INSURANCE FUND GENERAL TERMS AND CONDITIONS

price discrepancy favors foreign goods or products, and said decision does not conflict with the law.

INSURANCE

The awarded firm shall secure and maintain in force for the term of the contract liability insurance as provided herein. The awarded firm shall provide the Fund with current certificates of insurance for all coverages and renewals thereof, naming "Statewide Insurance Fund" as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to Statewide Insurance Fund with the RFP reference number.

The insurance to be provided by the contractor shall be as follows:

- a. Statutory workers compensation insurance and employer's liability with limits fro Part B of \$1,000,000 each accident for bodily injury, \$1,000,000 each employee for bodily injury by disease and \$1,000,000 each policy year for bodily injury by disease.
- b. Commercial General Liability insurance with a limit of at least \$1,000,000 for bodily injury and property damage liability each occurrence, and \$2,000,000 general aggregate. Coverage shall include personal injury liability, coverage for independent contractors, products and completed operations and contractual liability.
- c. Business automobile liability coverage with limits of at least \$1,000,000 each accident for bodily injury and property damage liability uninsured/underinsured motorist coverage in the amount of \$1,000,000. Coverage is to include all owned automobiles, hired and non-owned automobile liability coverage.
- d. Professional Liability /errors and omissions liability with limits of at least \$1,000,000 each claim and \$2,000,000 aggregate.
- e. Property coverage to insure the Fund's property in the case, custody and control of the Contractor including any extra expense incurred in restoring property back to original condition.
- f. Crime coverage in the amount of \$1,000,000 to protect the Fund from any theft of money, securities or property in the case, custody and control of the Contractor.

COMPLIANCE WITH LAWS

The awarded firm(s) shall keep informed and comply with all Federal, State, local, and municipal laws and the rules and regulations of all authorities having jurisdiction over the subject matter of the contract.

AFFIRMATIVE ACTION REQUIREMENT

Firms are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. (Equal Employment Opportunity Statement is provided in specification set.)

OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation, partnership, or limited liability company shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation, partnership, or limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein, or of all members in the limited liability company who own a ten percent or greater

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interest therein. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the ten percent ownership criteria established in said act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchanges Commission or the foreign equivalent, and, if there is any person that holds a ten percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a ten percent or greater beneficial interest. (Form is provided in the specification set.)

POLITICAL CONTRIBUTION DISCLOSURE

Proposer must submit an executed political disclosure form with its proposal (Form c.271 pursuant to N.J.S.A. 19:44A-20.26) and a Business Entity Disclosure Certification for Political Contributions required under N.J.S.A. 19:44A-20.8. (Forms are included with this specification set.)

Contractor is further advised of the 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-20.13 (P.L. 2005, c. 271, s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractors' responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3531 or at www.elec.state.nj.us.

All firms submitting proposals shall certify, prior to contract award, that the firm does not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

BUSINESS REGISTRATION CERTIFICATE

Firms must submit with their proposal or prior to contract award a valid copy of their New Jersey Business Registration Certificate.

“New Jersey Business Registration Requirements”

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 and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,

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- 4) 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 copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

PROHIBITED INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-55 et seq., a person or entity listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran shall be ineligible to bid on, submit a proposal for, enter into or renew a contract with a State agency for goods or services.

Additionally, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract shall certify at the time the bid is submitted that the person or entity is not identified on the above-mentioned list as a person or entity engaging in investment activities in Iran. (Disclosure of Investment in Iran form is included in the specification set.)

PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS In accordance with New Jersey P.L. 2022, c.3, persons or businesses that are engaged in prohibited activities in Russia or Belarus shall be ineligible enter into or renew a contract with a State agency "Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. (Certification of Non-Involvement in Prohibited Activities in Russia or Belarus provided in this bid specification package).

CORPORATE RESOLUTION

In the submission of a proposal by a corporation, the proposal must be made in the name of the corporation and signed by an executive officer and attested by a secretary of the corporation, with the seal of the corporation affixed thereto, in which the secretary certified to the office held by the officer, signing the same, and that the seal was placed by such executive officer pursuant to the direction of the Board of Directors. (Form is provided in the specification set.)

NON-COLLUSION AFFIDAVIT

Firms shall submit with their proposal a properly executed and notarized non-collusion affidavit. (Form is provided in the specification set.)

REFERENCES/QUALIFICATIONS QUESTIONNAIRE

Firms shall submit with their proposal at least three business references and all applicable

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information as requested on the Qualifications Questionnaire. Business references provided must be current and active. References should reflect similar services related to the scope of services proposed herein or similar services for an organization comparable to the Fund. (Form is provided in this bid specification set.)

W-9 FORM

Firms must submit, prior to award, a copy of the Company's current completed and signed W-9 form consistent with IRS standards. (Blank W-9 provided in this bid specification set.)

ADDITIONAL INFORMATION

The Fund reserves the right to request all information that may assist in making a contract award, including factors necessary to evaluate the financial capabilities of firms submitting a proposal to perform the contract. Furthermore, the Fund reserves the right to request a detailed explanation as to how the proposed prices were determined.

TERMINATION OF CONTRACT

Notwithstanding any provision or language in this contract to the contrary, the Fund may terminate at any time, in whole or in part, any contract entered into as a result of this RFP for the convenience of the Fund upon no less than 30 days written notice to the contractor.

DAMAGES FOR BREACH

In case of default in the performance of the Contract by the successful firm, the Fund may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The Fund shall notify the contractor, in writing, of its breach before securing the substituted performance necessary to complete the same.

INDEMNIFICATION

The contract shall provide that the awarded firm(s) shall indemnify and hold the Fund harmless from any and all claims against the Fund of whatsoever nature arising from the successful firm's performance or failure to perform the contract awarded pursuant to this RFP and shall further indemnify and hold the Fund harmless from any and all loss, damage, and expense which the Fund might incur as a result of said performance or failure to perform including but not limited to attorney's fees and associated costs. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

STATEWIDE INSURANCE FUND
REQUEST FOR PROPOSALS

BACKGROUND:

The Fund is organized pursuant to N.J.S.A. 40A: 10-36 to provide all lines of insurance to its member local units. The Fund also provides its members with a comprehensive risk control and claims management program. The Fund is controlled by Fund Commissioners that meet annually and elect an Executive Committee. The Fund is regulated by the Department of Banking and Insurance and the Department of Community Affairs.

PURPOSE:

The Fund seeks a qualified and experienced firm to provide investment counsel and management services for a financial portfolio currently valued at approximately \$47.2 million. This portfolio is a mix of market investments and savings held at local banks.

MINIMUM QUALIFICATIONS:

1. At least ten (10) years in business;
2. Portfolio Manager registered with appropriate governing authorities, such as SEC and FINRA; and
3. Ability to show lasting relationships with other non-profit agencies, or similar entities.

STATEWIDE INSURANCE FUND
REQUEST FOR PROPOSALS

PROPOSAL SUBMISSION REQUIREMENTS:

Proposals must be submitted to the address below by **no later than 2:00 p.m., Tuesday, September 5, 2023.**

Marcy Woodworth
Public Entity Account Executive
Statewide Insurance Fund
One Sylvan Way, Suite 100
Parsippany, New Jersey 07054
mwoodworth@sifnj.com

All proposals must be submitted in an opaque sealed envelope bearing the name and address of the firm and clearly marked with the caption “Sealed Bid” and the project title and number. The Fund will not assume responsibility for proposals forwarded by mail or delivery service, and no proposal will be accepted after the time specified.

Firms submitting a proposal shall be required to provide one complete original proposal, clearly marked “ORIGINAL,” one unbound complete and exact copy of the original, clearly marked “COPY,” and one digital copy on a flash/jump drive or disc. Proposals shall minimally include:

- **Cover Letter/Summary** – Provide a brief cover letter responding to the RFP to include an introduction of the response, a summary of the firm’s qualifications and relevant experience, proposed representative(s), project understanding, and why your firm should be selected. This summary should also include the firm’s planned involvement and commitment to the Fund, along with its understanding of the mission of the Fund and the role the Fund plays in supporting the College.
- **Service Plan** – Firms submitting a proposal shall be required to provide a management plan in a narrative format detailing its overall approach to meet the requirements of this RFP and the firm’s plan to enthusiastically work with the Foundation’s Finance and Investment Committee on an ongoing basis. This narrative should include the firm’s capacity to provide high-quality customer service. This narrative should further detail the firm’s plan to work with the Foundation, including coordinating status meetings, reporting, communication practices, etc.
- **Organizational Chart and Resumes** - The submitted proposal should include a detailed composition of the firm, including key personnel assigned to the project with their qualifications, resumes, performance track record, and assignment of support staff.
- **Experience** - The proposal should provide evidence of proven experience with detailed descriptions specifically related to similar services requested herein provided to like agencies.
- **Pricing** – The proposal must include firm, fixed, and detailed fee structures for services requested herein, including all associated costs.

STATEWIDE INSURANCE FUND
REQUEST FOR PROPOSALS

- **References** – The proposal should include a minimum of three applicable references together with contact names, email addresses, telephone numbers, and descriptions of services provided. Services referenced must be similar to those requested in this RFP and recent (within the last five years.)
- **Forms required to be submitted with the Proposal:**
 - Ownership Disclosure Form
 - Equal Employment Opportunity Statement
 - Political Contribution Disclosures
 - Disclosure of Investment Activities in Iran
 - Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
 - Non-Collusion Affidavit
 - Corporate Resolution, if applicable
- **Forms required prior to award** (may be submitted with the proposal):
 - New Jersey Business Registration Certificate
 - W-9
 - Insurance Certificates
 - Affirmative Action Evidence (Either NJ Certificate of Employment Information Report, or a copy of a Federal Letter of Approval, or completed form AA-302.)

EVALUATION AND SELECTION CRITERIA:

The award selection will generally be based on the following criteria, in no particular order, where the Fund determines which firm offers the Fund the best value in terms of experience, team, approach, and price.

- Project approach and management plan;
- Qualifications;
- Experience and detailed success of the firm and experience of any proposed service team members with similar projects;
- Proposed services;
- Overall ability of the firm to perform the services specified herein;
- Financial proposal;
- Client references;
- Overall submission and completeness of proposal with required proposal documents; and
- Interview/Presentation, if applicable.

The Fund's Executive Committee is authorized to award a contract in whole or in part for the proposed services deemed most advantageous to the Fund, taking into consideration the qualifications to perform the services specified herein as well as financial factors. The final determination will be based on that proposal which, in the sole opinion of the Fund's Executive Committee, best serves the interest of the Fund. The Executive Committee reserves the right to withdraw from this project at any time and in no way has an obligation to make an award of a contract.



STATEWIDE INSURANCE FUND

A JOINT INSURANCE FUND SERVING NEW JERSEY'S COMMUNITIES SINCE 1994

ONE SYLVAN WAY
PARSIPPANY, NJ 07054

862-260-2050

FAX 862-260-2058

2023 Member List

ALEXANDRIA TOWNSHIP	LEBANON TOWNSHIP
ALLAMUCHY TOWNSHIP	LONG BRANCH CITY
ALLOWAY TOWNSHIP	LOPATCONG TOWNSHIP
ANDOVER BOROUGH	MANSFIELD TOWNSHIP
BLAIRSTOWN TOWNSHIP	MANVILLE BOROUGH
BRANCHVILLE BOROUGH	MONTAGUE TOWNSHIP
BRIDGETON CITY	MOUNT HOLLY TOWNSHIP
BUENA VISTA TOWNSHIP	NEPTUNE TOWNSHIP SEWERAGE AUTHORITY
BYRAM TOWNSHIP	NEW JERSEY CONFERENCE OF MAYORS
CALIFON BOROUGH	NEWTON
CHESTER TOWNSHIP	OGDENSBURG BOROUGH
CLINTON TOWN	OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY
CRANFORD TOWNSHIP	OXFORD TOWNSHIP
DELAWARE TOWNSHIP MUA	PEAPACK & GLADSTONE BOROUGH
EGG HARBOR CITY	PHILLIPSBURG TOWN
FLEMINGTON BOROUGH	PITTSBOROUGH TOWNSHIP
FRANKLIN BOROUGH	PORT REPUBLIC
FRANKLIN TOWNSHIP (Hunterdon)	RARITAN BOROUGH
FREDON TOWNSHIP	ROCKLEIGH BOROUGH
FRENCHTOWN BOROUGH	ROCKY HILL BOROUGH
GARWOOD BOROUGH	SALEM CITY
GLEN GARDNER BOROUGH	SALEM COUNTY
GREEN TOWNSHIP	SALEM COUNTY BOARD OF SOCIAL SERVICES
HACKETTSTOWN TOWN	SALEM COUNTY IMPROVEMENT AUTHORITY
HAMBURG BOROUGH	SANDYSTON TWP
HAMMONTON	SOMERVILLE BOROUGH
HAMPTON BOROUGH	SPOTSWOOD BOROUGH
HAMPTON TOWNSHIP	SPRINGFIELD TOWNSHIP
HARDYSTON TOWNSHIP	STILLWATER TOWNSHIP
HARDYSTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY	STOCKTON BOROUGH
HARMONY TOWNSHIP	STRATFORD BOROUGH
HIGH BRIDGE BOROUGH	SUSSEX BOROUGH
HIGHTSTOWN BOROUGH	SUSSEX COUNTY
HILLSIDE TOWNSHIP	SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY
HOLLAND TOWNSHIP	TEWKSBURY TOWNSHIP
HOPEWELL BOROUGH	VERNON TOWNSHIP
INDEPENDENCE TOWNSHIP	VERNON TWP MUA
JEFFERSON TOWNSHIP	WANTAGE TOWNSHIP
KEANSBURG BOROUGH	WASHINGTON BOROUGH
KINGWOOD TOWNSHIP	WASHINGTON TOWNSHIP (BURLINGTON)
KNOWLTON TOWNSHIP	WASHINGTON TOWNSHIP (Warren)
LAFAYETTE TOWNSHIP	WEEHAWKEN
LEBANON BOROUGH	WEST AMWELL TOWNSHIP
	WOODSTOWN BOROUGH

STATEWIDE INSURANCE FUND

AMERICANS WITH DISABILITIES ACT OF 1990 **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the STATEWIDE INSURANCE FUND (herein referred to as "Statewide") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATEWIDE pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATEWIDE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATEWIDE, 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 STATEWIDE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATEWIDE, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATEWIDE or if the STATEWIDE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the STATEWIDE assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the STATEWIDE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

STATEWIDE INSURANCE FUND

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

SS:

COUNTY OF :

I, _____ of the _____
of _____

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

I am _____
of the firm of _____

the Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that said Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the STATEWIDE relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

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 bonafide employees or bonafide established, commercial or selling agencies maintained by:

Name of Professional Service Entity

Subscribed and sworn to before me

this _____ day of _____, 20__

Notary Public, State of _____
(My Commission expires: _____)

Signature of Professional

X _____
(Type or Print name of affiant and Title, under signature)

**STATEWIDE INSURANCE FUND
DISCLOSURE OF OWNERSHIP FORM**

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate Ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

NAME:

ADDRESS:

SIGNATURE: _____ DATE: _____

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership

_____ Limited Liability Corporation

_____ Limited Liability Partnership

_____ Subchapter S Corporation

SIGNATURE: _____

DATE: _____

STATEWIDE INSURANCE FUND

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Administration Office upon award of contract by the Statewide Insurance Fund Executive Committee.

The minimum amount of insurance to be carried by the Professional Service Entity shall be in accordance with the attached contract.

- The Professional Service Entity shall obtain a faithful Performance Bond or letter of credit in an amount acceptable to the Fund
- The Professional Service Entity shall have the Fund named as an additional insured on all applicable insurance policies.

Acknowledgement of Insurance Requirement:

Dated:

(Signature)

(Printed Name and Title)

(REVISED 4/10)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of pregnancy, 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 pregnancy, 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 with, 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 pregnancy 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 or the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-52.

EXHIBIT A (cont)

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 did not discriminate on the basis of pregnancy, 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 any 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.

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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

AFFIRMATIVE ACTION ACKNOWLEDGEMENT

STATEWIDE INSURANCE FUND

Professional Service Entity acknowledges that his company is an Affirmative Action Employer and certifies compliance with all requirements.

(Name of Professional Service Entity)

(Signature)

(Title)

(Address of Professional Service Entity)

(Date)

AFFIRMATIVE ACTION ACKNOWLEDGEMENT

STATEWIDE INSURANCE FUND

REQUIRED EVIDENCE OF AFFIRMATIVE ACTION REGULATIONS P.L. 1975 CHAPTER 127 (N.J.A.C. 17:27)

If awarded a contract, the Successful Professional Service Entity will be required to comply with the requirements of P.L. 1975, Chapter 127, N.J.A.C. 17:27. Prior to or at the time the Contract is submitted for signing by the Statewide Insurance Fund, the Successful Professional Service Entity shall present one (1) of the following to the Fund:

1. Appropriate evidence that the Professional Service Entity is operating under an existing federally approved or sanctioned affirmative action program; or,
2. A certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or,
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Professional Service Entity in accordance with N.J.A.C. 17:27-7.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, CHAPTER 127.

AFFIRMATIVE ACTION ACKNOWLEDGEMENT

STATEWIDE INSURANCE FUND

The following questions must be answered by all Professional Service Entities:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES _____ NO _____

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

2. Do you have a State Certificate of employee Information Report approval?

YES _____ NO _____

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

The undersigned Professional Service Entity certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, Chapter 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: _____

SIGNATURE: _____

NAME/TITLE: _____

Note: A Professional Service Entity's proposal must be rejected as non-responsive if the Professional Service Entity fails to comply with the requirements of P.L. 1975, chapter 127, within the time frame stipulated.

ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (e.g. STATEWIDE INSURANCE FUND) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A “Business Organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; *failure to do so is a fatal defect that cannot be cured.* This law covers construction as well as non-construction submissions.

Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.htm

Goods & Services Contracts (including purchase orders):

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 and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were 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.

STATEWIDE INSURANCE FUND

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Tax Identification No.: _____

Fax No.: _____ E-Mail address: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail address: _____

Tax Identification No.: _____

Signature of authorized agent: _____

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: _____

Location of principal office:

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail address: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____

DATA FORM

(Print or Type)

Name and Address of Professional Service Entity

In connection with the above-named company, I hereby make representations and supply information about myself as hereinafter set forth. (attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NONE" or "NO EXCEPTION", SO STATE.

- 1. Affiant's Full Name: _____
- 2. Other Names Used at any Time: _____
- 3. Date of Birth: _____ Place of Birth: _____
- 4. Tax Identification Number: _____
- 5. For the last 10 years, I have lived at the following address or addresses:

ADDRESS	CITY	DATES

- 6. Schooling: College: _____
Graduate: _____
or Professional: _____
Degree (List): _____
(ATTACH LIST OF ALL EDUCATIONAL INSTITUTIONS AND LOCATION-CITY AND STATE)

- 7. Member of Professional Societies or Associations (List):

- 8. I presently hold or have held, in the past, the following professional, occupational, and vocational licenses issued by public or governmental licensing agencies or authorities (state date license issue, issuer of license, date terminated, reason for termination):

- 9. Present Chief Occupation: _____
Position or Title: _____
Employer's Name: _____

Address: _____

How long in this position?_____

How long with this employer?_____ Where?_____

10. Other jobs, positions, directorates or officerships concurrently held at present.

11. Complete Employment record for Past 20 Years:

DATES	EMPLOYER AND ADDRESS	TITLE
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(attach further history if necessary)

12. I control directly or indirectly or own legally or beneficially 10% or more of the outstanding capital stock (in voting power) of the following companies:

12a. If any of the above stock is pledged or hypothecated in any way, please detail fully:

13. I have never been adjudicated as bankrupt, except as follows:

14. I have never been convicted or had a sentence imposed or suspended, or had pronouncement of a sentence suspended, or been pardoned for conviction of, or pleaded guilty of an nolo contendere to an information an indictment charging a felony for embezzlement, theft or larceny, mail fraud, or violating any corporate securities statute or any insurance law, nor have I been the subject of a cease and desist order or consent order of any federal or state regulatory agency, except as follows:

15. During the last 10 years, I have neither been refused a professional, occupational vocational license by any public or governmental licensing agency or regulatory authority, nor has such a license held by me ever been suspended or revoked, except as follows:

16. I have never been an officer, director, key employee or controlling stockholder of a company which, while I occupied any such position or capacity with respect to it, became insolvent or was enjoined from or ordered to cease and desist from violating any law, except as follows:

17. Neither I nor any company of which I was an officer, director or key management person at the time has ever been subject to any civil action alleging fraud, negligence or violation of any applicable racketeering statutes (state or federal), except as follows:

18. I am not and none of the employees, officers or directors of: (name of company)
_____ is an employee, officer or director of any other administrator, program manager, servicing organization or insurance producer of the Fund, nor do I or any of the employees, officers or directors of (name of company)
_____ have a direct or indirect financial interest in any other administrator, program manager, servicing organization or insurance producer of the Fund, except as follows:

18a. Any direct or indirect financial interest or any position held as employee, officer or director in any other administrator, program manager, servicing organization, or insurance producer of the Fund, as described above, has been disclosed to the fund commissioners or executive committee, as applicable. (Yes/No)

Dated and signed this _____ day of _____ at _____.

I hereby certify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief and further, by the affixation of my signature herein, I hereby give my certified consent to the New Jersey Department of Insurance to verify the representations and information supplied in response to all questions on the biographical data form, with any Federal, State, municipal or other agency which may have knowledge an/or information thereon.

(Signature of Affiant)

State of _____

County of _____

_____ personally appeared before me, personally known to me, who, being duly sworn, deposes and says that affiant executed the above instrument and that the statements and answers contained therein are true and correct to the best of affiant's knowledge and belief.

Subscribed and sworn to before me this ___ day of _____

Notary Public

My Commission Expires _____

(SEAL)

DATA FORM SUMMARY

YEAR

Firm Name: _____

Address: _____

Phone: _____ Fax: _____

1.) List all parties having or deriving any interest, right or benefit in the firm.

<u>Name</u>	<u>Address</u>	<u>Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2.) List all senior officers and directors who will be servicing the Fund, along with a description of professional qualifications.

<u>Name</u>	<u>Title</u>	<u>Qualifications</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that the information on this disclosure is accurate and complete, and that I am an officer of the firm and am duly authorized to supply this information on behalf of the firm.

Signature: _____ Print: _____

Title: _____ Date: _____

STATEWIDE INSURANCE FUND

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

(Signature)

(Type or Print name of affiant and Title, under signature)

(Date)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

Investigation

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)	Bidder Contact Name and Telephone Number for additional information

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status/Disposition, (if applicable)	Bidder Contact Name and Telephone Number for additional information

STANDARD BID DOCUMENT REFERENCE

Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").</p>					

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	