



RFP #006-2018

REQUEST FOR PROPOSALS AND
QUALIFICATION STATEMENTS FOR
INSURANCE BROKER SERVICES:
RISK MANAGEMENT

Issuance of Request for Proposals: Wednesday, August 15, 2018

Question & Answer Cut-off Date: Friday, August 24, 2018

Proposals Due: Friday, September 7, 2018

Time: 3:00 PM Prevailing Time

Issued by:

NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION
ONE F.A. ORECHIO DRIVE
WANAQUE, N.J. 07465

DEFINED TERMS

The following definitions shall apply to and are used in this Request for Proposals:

"Applicable Law" – means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, standard or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a governmental body relating to the Commission, the Selected Respondent or the performance of the Services.

"Commission" - refers to the North Jersey District Water Supply Commission.

"RFP" – refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Proposal" – refers to the complete response submitted by a Respondent.

"Respondent" or "Respondents" - refers to the interested person(s) and/or firm(s) that submit a Proposal.

"Qualified Respondent" - refers to those Respondents who, in the sole judgment of the Commission, have satisfied the qualification criteria set forth in this RFP.

"Selected Respondent" – refers to the Qualified Respondent selected by the Commission for the award of a contract to perform the Services.

"Contractor" - as referenced in Section 1.8 of this RFP, refers to the Selected Respondent.

"Services" - refers to the responsibilities to be performed by a Qualified Respondent awarded a contract to perform **INSURANCE BROKER SERVICES – RISK MANAGEMENT**, including Property and Casualty, General Liability, Automobile, Fidelity Bond, Umbrella, Director's and Officer's, and Worker's Compensation coverages (collectively, "Risk Management") for the Commission for a period of two (2) years in accordance with the provisions of this RFP.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The Commission is organized and exists under and pursuant to N.J.S.A. 58:5-1 et seq., and is a public body politic and corporate formed by its member municipalities and authorized to acquire, develop and operate a water supply system for use by any municipality in the Counties of Sussex, Warren, Hunterdon, Passaic, Morris, Monmouth, Somerset, Bergen, Hudson, Essex, Union and Middlesex (the "District"). Pursuant to its enabling legislation, the Commission is authorized to finance, construct and place into operation, and operate and use facilities deemed necessary for and incidental to the treatment, filtration, transmission and distribution of potable water for the benefit of municipalities within the District. The Commission presently contracts with municipalities, regional municipal purveyors, and publicly and privately-owned utilities. It is operated on a non-profit basis and funded through the municipalities and utilities that are contract participants of the Commission.

Through its Wanaque North and South projects, the Commission provides potable water to numerous contracting municipalities. Additionally, the Wanaque South Project includes a joint venture between the Commission and SUEZ Water.

The Commission is soliciting Proposals, including Respondent's qualifications, to serve as insurance broker(s) on behalf of the Commission for its Risk Management insurance coverage, as more particularly described herein. Through the procurement process initiated by this RFP, brokers interested in assisting the Commission with the provision of the Services for a two (2) year period must prepare and submit a Proposal in accordance with the procedure and schedule set forth in this RFP. The Commission will only review Proposals that include all mandatory information as described herein, in the sole judgment of the Commission. The Commission will select the Respondent which it determines is best qualified to provide the Services, as more particularly set forth herein, to the Commission for two (2) years, with price and other factors considered.

1.2. Procurement Process and Schedule.

The Commission has structured a competitive process in order to ensure that each firm is provided an equal opportunity to submit a Proposal in response to this RFP. Proposals will be evaluated in accordance with the factors set forth in Section 5, Evaluation of this RFP, which will be applied in the same manner to each Proposal received.

The award of a contract to the Selected Respondent is subject to P.L. 2005, c. 51 (Chapter 51), codified at N.J.S.A. 19:44A-20.13 et seq., and Executive Order 117 (2008) (commonly known as “pay to play” limitations) and the New Jersey Election Law Enforcement Commission disclosure requirements set forth in P.L. 2005, C. 271, as amended, codified at N.J.S.A. 19:44A-20.26, and as more fully described in Section 1.8 of this RFP. Respondents, as part of this procurement process, and if selected, must at all times abide by all requirements of New Jersey law and all relevant Executive Orders.

Proposals will be reviewed and evaluated by a Commission-established “Evaluation Committee” to determine if each Respondent has met the required professional and administrative requirements set forth in this RFP. Under no circumstances will a member of the Evaluation Committee review responses to an RFP for services for which they or their firm submitted a response hereunder. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Respondent, the Commission will, in its sole judgment, determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent who meets the requirements of the RFP, in the sole judgment of the Commission, will be designated as a Qualified Respondent, and then, from that pool of Qualified Respondents, the Commission will choose the Selected Respondent.

The procurement process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Anticipated Procurement Schedule. The Commission reserves the right to amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All Respondents shall be required to execute a Confidentiality & Non-Disclosure Agreement (NDA) with the Commission for all information utilized and generated as part of this Contract. The Confidentiality & Non-Disclosure Agreement must be returned to the Commission prior to the distribution of the Commission’s 2018 Schedule of Insurance for Wanaque North and Wanaque South, as referenced in Section 2, Scope of Services, or any other documentation required for the preparation of the Proposal in response to this RFP. The Confidentiality Agreement shall extend, if applicable, to the Respondent’s subconsultants. A sample Confidentiality & Non-Disclosure Agreement may be found in Exhibit B of this RFP. A signature-ready copy of the Confidentiality and Non-Disclosure Agreement may be obtained via written email request to the Commission’s Designated Contact Person.

All communications concerning this RFP, the RFP process, including requests for a signature ready copy of Confidentiality and Non-Disclosure Agreement, shall be directed to the Commission’s Designated Contact Person, Sheryl Minerley, “acting” Contract Administrator, in writing and e-mailed to

sminerley@njdwsc.com. Respondents are advised not to call the Commission or any individual Commissioner for information.

Respondents must submit an original and five (5) copies of the Proposal and Qualification Statement, along with an electronic copy in .pdf format on a CD or USB disk. Proposals must be submitted to:

Sheryl Minerley
"acting" Contract Administrator
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Proposals must be received by the Commission, via mail, overnight delivery or hand delivery, by 3:00 PM, Prevailing Time, September 7, 2018. Proposals will not be accepted by facsimile transmission or e-mail.

Subsequent to issuance of this RFP, the Commission (through the issuance of addenda to all firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by, and in the sole judgment of, the Commission.

**TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE**

ACTIVITY	DATE
1. Issuance of Request for Proposals	<u>August 15, 2018</u>
2. Question & Answer Cut-Off Date	<u>August 24, 2018</u>
3. Proposal Submission Date.....	<u>September 7, 2018</u>
4. Tentative Final Negotiations with Selected Respondent(s)	<u>September 21, 2018</u>
5. Tentative Contract Award Date	<u>September 26, 2018</u>

1.3. Conditions Applicable to RFP.

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.

- The Commission reserves the right, in its sole judgment, to reject for any reason any and all Proposals, and components thereof, and to eliminate any and all Respondents responding to this RFP from further consideration.
- The Commission reserves the right, in its sole judgment, to reject any Proposal that includes incomplete responses to this RFP, or any Proposal that is not responsive to the requirements of this RFP.
- The Commission reserves the right, without prior notice, to supplement, amend, or otherwise modify the terms of this RFP, or otherwise request additional information.
- All Proposals shall become the property of the Commission upon submission and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Commission in its sole discretion, and in accordance with applicable law.
- The Commission may request Qualified Respondents to send representatives to the Commission for interviews.
- Any and all Proposals not received by the Commission by 3:00 PM, Prevailing Time, on **September 7, 2018** will be rejected.
- Neither the Commission, nor its respective Commissioners, staffs, consultants, attorneys or advisors (including but not limited to the Evaluation Committee) shall be liable for any claims or damages resulting from the solicitation or preparation of any Respondent's Proposals, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating herein.

1.4. Rights of Commission.

The Commission reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.

- To conduct investigations of any or all of the Respondents, as the Commission deems necessary or appropriate, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time, in its sole discretion. If terminated, the Commission may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance or minor irregularity with the terms of this RFP.
- To reject any Proposal as non-responsive, to the extent permitted by applicable law, that takes any exception or makes any additions to any term or condition of the RFP (including the Proposal forms in the Appendices).
- To request clarification or amplification from any Respondent regarding its Proposal, or any portion thereof.
- To request an oral presentation with all Qualified Respondents, if it believes that it would be helpful to the Commission or Evaluation Committee to do so.
- To negotiate with one or more Respondents after receipt of Proposals on any of the final terms and conditions of the retention, including price, so long as the Commission maintains a written record of all such negotiations.
- To waive a mandatory requirement provided that:
 1. the requirement is not mandated by law; or
 2. all of the otherwise responsive Proposals failed to meet the mandatory requirement; or
 3. in the sole discretion of the Commission, the failure to comply with the mandatory requirement does not materially affect the procurement or the Commission's interests associated with the procurement.

1.5. Addenda or Amendments to RFP.

During the period provided for the preparation of responses to the RFP, the Commission may issue addenda, amendments or answers to written

inquiries. Those addenda will be noticed by the Commission to all potential Respondents who have received a copy of the RFP and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the submission date for the Proposal.

1.6. Cost of Proposal Preparation.

Each Proposal shall contain all information required to be submitted pursuant to the RFP and shall be prepared at the sole cost and expense of the Respondent. The Respondent agrees that it will not seek reimbursement from the Commission, its Commissioners, staff or consultants for the costs or expenses incurred in the submission of a Proposal.

1.7. Proposal Format.

Proposals should cover all information requested in this RFP. Proposals that, in the sole judgment of the Commission, fail to meet the requirements of the RFP or are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors, may be rejected.

1.8. Campaign Contributions and Expenditure Reporting.

In order to safeguard the integrity of the Commission's procurement process, the Commission has imposed restrictions to insulate the award of contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof. The terms and conditions set forth in this section are material terms of any contract resulting from this RFP.

a. Definitions. For the purposes of this section, the following shall be defined as follows:

(i) Contribution – means a contribution reportable by a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." N.J.S.A. 19:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

(ii) Contractor – means any natural or legal person, business corporation, professional service corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (a) all principals who own or control more than ten (10%) percent of the profits or assets of a Contractor or more than ten (10%) percent of the stock in the case of a Contractor that is a corporation for profit, as appropriate; (b) any subsidiaries directly or indirectly controlled by the Contractor; (c) any political organization organized under 26 U.S.C.A. 527 that is

directly or indirectly controlled by the Contractor, other than a candidate committee, election fund, or political party committee; and (d) if a Contractor is a natural person, that person's spouse or child, residing in the same household.

b. Breach of Contract.

It shall be a breach of the terms of any contract for the Contractor to (i) make or solicit a contribution in violation of the terms of this section, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate for or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would subject that entity to the restrictions of this section; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this section; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of this section.

c. Certification and Disclosure Requirements.

(i) The Commission is prohibited from entering into a contract with any Contractor for services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Contractor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee: (1) within the eighteen (18) months immediately preceding the commencement of negotiations for the contract or agreement; (2) during the term of office of a Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (3) within the eighteen (18) months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term. Effective November 15, 2008, Executive Order No. 117 extends the above prohibition to contributions made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor, and to contributions made to a legislative

leadership committee or a municipal political party committee.

(ii) At the time of the submission of its Proposal, a Contractor shall report all contributions the Contractor made during the preceding four (4) years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required forms and instructions are included in this RFP package and must be returned with a Contractor’s Proposal fully complete. ***Failure to submit the fully completed Certification and Disclosure(s) with a Proposal may result in the rejection of the Proposal, as well as preclude future contract opportunities in the sole judgment of the Commission.***

(iii) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml> and shall be provided to the intended awardee with the Notice of Intent to Award.

d. Disclosure Review.

The Commission shall ensure that the disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the Contract, by the Contractor are reviewed by the appropriate authorities. If it is determined that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the Commission shall disqualify the Contractor from award of such contract.

1.9. Requirements of Executive Order #37.

On September 25, 2006, Governor Corzine signed Executive Order #37, which sets forth a series of reforms concerning the State’s independent authorities. This RFP process shall at all times comply with the provisions of E.O. #37 requiring a “fair and transparent process.” The Commission has established a scoring process and an Evaluation Committee pursuant to E.O. #37 and will be using both when determining which firm(s) to award a contract to. The factors that the Commission will use as part of this scoring process may include, but are not limited to, the following:

- a. The background, qualifications, skills, and experience of the firm and its staff;
- b. The firm’s degree of expertise concerning the area at issue;

- c. The Commission's prior experiences with the firm;
- d. The firm's familiarity with the work, requirements, and systems of the State authority;
- e. The firm's proposed approach to the scope of work set forth in the project description or specifications;
- f. The firm's capacity to meet the requirements of the project at issue;
- g. The firm's references;
- h. Interviews with prospective firms; and
- i. Geographical location of the firm's offices.

Respondents are directed to Section 5 of this RFP for a complete description of the criteria to be utilized by the Commission in reviewing and evaluating each Proposal.

Section 2 of the RFP describes the Scope of Services to be performed by the Selected Respondent during the term of the Contract. As part of the criteria that the Evaluation Committee and the Commission will use to assess the Proposals submitted in response to the RFP, Respondents are required to demonstrate their qualifications and experience in providing these services, and to describe their experience in performing these services under similar contracts.

Should an oral presentation be requested by the Commission, it will be an opportunity for the Respondent to introduce its staff to the Commission, and to present supplementary information regarding its Proposal and credentials, as related to the specific needs of the Commission. The Respondent may use materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Commission, including the time allotted for a question and answer period. Information relating to the Respondent's recent experience on similar assignments, approach to the work and the use of innovative and/or cost effective measures should be included in the oral presentation.

1.10. Selection Process

A) Selection Process

The Commission anticipates selecting one (1) or more Qualified Respondents to this RFP for the award of a contract for the Services. The Selected Respondent(s) will each independently assess the Commission's insurance needs and provide recommendations regarding the appropriate types of insurance for the Commission, the levels of coverage necessary to protect the Commission from all foreseeable risks, the levels of deductible for each policy to provide the best balance of risk limitation and lower premium and such other factors as the broker shall recommend. The Commission will

then determine which of those recommendations to accept and develop the coverage package it wishes to obtain. The Commission may allocate overlapping markets among the Selected Respondents, to the extent necessary and appropriate. Based on the Proposals submitted by the Respondents, the Commission will select one (1) or more Qualified Respondents for its Risk Management insurance coverage.

Those Qualified Respondent(s), if any, subsequently awarded a contract(s) under this RFP are not entitled to any consideration for any work performed during the selection process under this RFP.

The Commission may, after receiving all responses to this RFP, choose not to select any Qualified Respondent(s) for final contract award as a result of the RFP process.

B) Initial Selection Criteria for Qualified Respondents

The selection of one (1) or more Qualified Respondents will be based on multiple factors including:

1. The personnel assigned to the Commission's account;
2. The Respondent's experience with similar governmental and financial institutions;
3. The financial strength and protection offered by each Respondent;
4. Demonstrated access to domestic and international markets;
5. Availability of claims processing assistance personnel and technology to assist the Commission;
6. References provided to the Commission;
7. Demonstrated understanding of the scope of services sought; and
8. Such other factors as the Commission may deem appropriate after completing its review of the proposals.

C) Final Selection Criteria and Policies

In addition to the selection criteria listed above under "Initial Selection Criteria for Qualified Respondents," the Commission has established an Evaluation Committee who will review the Proposals and determine which Respondent(s) should be designated as Qualified Respondents. The factors that the Evaluation Committee and the Commission will use as part of its evaluation in the award of a contract(s) are described in Section 5, Evaluation of the RFP.

1.11 Contract Term.

The initial term anticipated for this Contract is two (2) years. However, the Commission reserves the right to renew the Agreement, at its sole discretion, for up to two (2) consecutive, one (1) year terms, under the same conditions of the original Contract.

SECTION 2

SCOPE OF SERVICES

It is the intent of the Commission to solicit Proposals for the Services detailed below that are associated with its 2019 and 2020 Risk Management Insurance Program. The current (2018) Risk Program for the Commission may be obtained by potential Respondents upon the submission to the Commission of a duly executed Confidentiality and Non-Disclosure Agreement, a sample of which may be found in Exhibit B.

In order to implement the above program, the Selected Respondent(s) will be expected to perform the following scope of services:

2.1. Scope of Services.

The scope of services to be included in the Proposals must include the following:

- A. Design specifications for the insurance program and market the program for coverage when instructed to do so by the Commission, including assisting the Commission in the completion of all applications, documents and in gathering data which may be requested by insurance companies.
- B. Suggest alternative risk financing vehicles to reduce the Commission's cost of obtaining risk financing.
- C. Analyze proposals received from various insurance companies and other parties, negotiate changes to proposals for the benefit of the Commission, and verify the reasonableness of the price for the coverage provided.
- D. Provide the Commission with a summary of various insurance program options, including but not limited to: limits, coverages, retention levels, terms, conditions, payment options and self insurance.
- E. Make recommendations to the Commission as to the most advantageous insurance programs for all identified "services" providing the highest level of coverage at the best possible price to meet the Commission's needs and objectives.
- F. Provide analysis and recommendations as to the appropriate risk protection for the Commission's operations, property and liability

exposure while concurrently ensuring the most cost effective Risk Management Program for addressing these requirements. This service will also include analyzing and recommending the appropriate insurance coverage that must be maintained by all vendors/companies that do business with the Commission for routine, emergent and/or specific project-related work.

- G. Represent the Commission in all negotiations with insurers, underwriters and other parties with regard to the insurance program.
- H. When instructed to do so by the Commission, administer the placement of coverage and provide original binders, policies and endorsements as required in the timetables specified by the Commission.
- I. Fully review binders and policies including verification of conformity to specifications. Request any necessary endorsements/changes/revisions that may be required.
- J. Provide insurance coverage summaries/descriptions as requested by the Commission.
- K. Assure that insurance policies are placed with reputable and financially-responsible insurers (based upon insurance rating, among other relevant criteria), and keep the Commission informed of any changes in the ratings of the insurers, including issuing recommendations on the appropriate course of action to the Commission should an insurer's rating change during a policy term.
- L. Continually evaluate the Commission's insurance program and recommend coverage changes and improvements to provide the highest level of coverage at the lowest cost to the Commission.
- M. Oversee and coordinate all relevant services performed by insurance companies/underwriters or any service agencies selected for insurance program-related issues and concerns.
- N. Perform administrative and clerical services relative to account management, including but not limited to, issuance of certificates of insurance, and verification of the accuracy of bills, audits and all premium adjustments.
- O. Submit on behalf of the Commission all premium payments to carriers. All premiums/payments will be made to the Selected

Respondent(s) based on the submission of actual invoice amounts from all insurance carriers.

- P. Assign an Account Manager to the Commission who will be responsible for interfacing and communicating with the Commission and who, along with any other team members assigned, must be available on a daily basis for advice and consultation on program-related issues and concerns.
- Q. Attend meetings related to the insurance program with Commission staff and other parties, as requested.
- R. Review any related insurance company audits for accuracy.
- S. Review various insurance publications and provide the Commission with copies of articles applicable to water supply issues.
- T. Provide the Commission with water supply market trends on a regular basis.
- U. Coordinate (at a minimum) annual claims meetings with the Commission and a representative of the underwriters.
- V. Act as a liaison between the Commission and the insurance carriers to resolve claims.
- W. Consult and advise the Commission regarding the selection of proposed claim's counsel and insurance carriers' plan of action in response to any claim.
- X. Review loss runs quarterly, and provide copies of the loss runs to the Commission; advise the Commission of any anticipated problems with the same.
- Y. **The Selected Respondent(s) must solicit competitive quotes from qualified insurance carriers for all recommended coverage's by 11/1/18. All quotes should be summarized in a detailed report which shall be submitted to the Commission by 11/15/18. This report(s) shall summarize, at a minimum, all carrier quotes that have been solicited/received and analyze cost, coverage, and qualifications of each proposed carrier. The report should also include a recommendation as to which carrier(s) should provide coverage to the Commission for calendar year 2019. All policies must be in place by 1/1/19.**

2.2 Compensation and Payment of Premiums

1. **Payment to the Selected Respondent(s) for performance of the Services specified herein, including labor, materials, transportation, and such other services, shall be a fixed fee only and shall not exceed 5.0% or \$70,000, whichever fee value is lower (net of all other income identified in Section 3.2 IV 1 b & c of all policy premiums).**
2. The fee to be paid to the Selected Respondent(s) will be paid quarterly. The first payment shall be made upon placement or assumed responsibility of the necessary coverage.
3. All premiums for insurance placed by the Selected Respondent(s) on behalf of the Commission shall be invoiced to the Commission by the Selected Respondent(s) upon initiation of the coverage. The Commission shall remit payment to the Selected Respondent(s) in accordance with the specified terms and conditions of the applicable agreement and the actual invoice amount submitted by the insurance carrier for the coverage provided.
4. All premiums shall be paid in quarterly installments unless negotiated/required to be paid at a different frequency by the specific terms and conditions of the applicable insurance policy/contract.
5. Any/all premium refunds and/or commissions paid to the Selected Respondent by any selected insurance carrier that provides insurance coverage to the Commission shall be forwarded immediately upon receipt by the Selected Respondent(s) to the Commission.

2.3. Confidentiality & Non-Disclosure Agreement

The Respondent, and if successful the Selected Respondent, shall hold in trust and not reveal to any third party, except as provided in this RFP and/or subsequent Contract, if applicable, any and all confidential or "Security Related" information as defined herein. The Respondent shall require its employees and subconsultants to comply with the provisions of this RFP and/or subsequent Contract, if applicable, as it pertains to confidentiality. This Section must be included in all subcontracts entered into by the Selected Respondent.

Confidential or "Security Related" information shall include:

- Any and all financial, statistical, personnel and/or technical data supplied to the Respondent.
- Any and all data, technical information, material gathered, originated, developed, prepared, used or obtained in the performance of this Contract, including results and opinions of the Selected Respondent.
- Any and all communications between the Commission and the Selected Respondent, and the Selected Respondent and any third party regarding the performance of this Contract.

The Selected Respondent is required to protect the confidentiality of such data. Any use, copying, distribution, sale or offering of this data in any form by the Selected Respondent, or any individual or entity in the Selected Respondent's charge or employ for purposes not connected with this Contract, will be considered a violation of this Contract and may result in contract termination and the Selected Respondent's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for criminal prosecution to the extent allowed by law.

It is further agreed that any information supplied by the Commission to the Selected Respondent and any information developed by the Selected Respondent in satisfaction of the Scope of Work within this Contract is subject to the following conditions and restrictions, not including the conditions and restrictions set forth in the sample Non-Disclosure Agreement annexed hereto as Exhibit B:

- Information received from or developed for the Commission is to be used solely for the purpose(s) established in this Contract.
- The data confidentiality matters coming within this Contract shall continue beyond the completion of all work involved in this Contract, unless specifically waived in writing by the Commission.
- Any and all asset information received from the Commission prior to the issuance of this RFP shall be considered confidential or "Security Related" information; however, other information that was already known to the Respondent prior to the issuance of this RFP, or any information that is or has become publicly available and is rightfully received by the Respondent, or any information that is approved by the Commission for the Respondent to release shall not be considered confidential.

The Selected Respondent within the content of its reports shall interpret nothing contained herein to interfere with or impose any limitation on the

expression of professional judgment nor shall it restrict disclosure required of the Selected Respondent by State or Federal Law. Unless, such disclosure is specifically exempt due to the provisions of State or Federal Law, resolution of either or both houses of legislature, a regulation promulgated under the authority of any statute or Executive Order of the Governor, an Executive Order of the Governor, and/or Rules of Court.

Respondents shall submit with their proposal documentation of their written procedures for protecting the confidentiality of such data in accordance with this Section. Named subconsultants, if they are to be used, must also submit their written procedures or must submit a written agreement to accept and use the procedures of the Selected Respondent.

Such procedures should address, but not be limited to, the following factors:

1. Conducting criminal history background checks for any individual scheduled to work in any detail relating to the Scope of Work within this Contract.
2. Deselecting an individual based on the results of a criminal history background check.
3. Reviewing and authenticating immigration credentials for any individual who is a non-U.S. citizen.
4. Limiting and/or prohibiting, consistent with applicable law, the distribution of personal information for those personnel deemed to have access to confidential information concerning this Contract including the limitation of access to databases containing individual names, home addresses and other personal information.
5. Ensuring that individuals are fully aware of the importance of vigilance and reporting suspicious activities and security breaches to corporate security (or equivalent) and for corporate security (or equivalent) to refer all such reported activities to law enforcement officials.
6. Controlling and storing documents/data (both paper and electronic).

Upon approval of the Commission, these procedures shall become part of the Contract and failure by the Selected Respondent or subconsultant to comply with these procedures will be considered a violation of this Contract.

As specified herein and as more specifically set forth in the sample annexed hereto, Respondents shall agree in writing to be bound by the above

confidentiality requirements prior to the receipt of the current (2018) risk program for the Commission.

2.4. Personnel.

The Selected Respondent shall:

1. have the personnel necessary to provide the Services as described in Section 2.1;
2. ensure that no personnel provided by the Selected Respondent are or shall be employees of the Commission or shall have any contractual relationship with the Commission other than the retention;
3. ensure all of the Services to be provided by the Selected Respondent pursuant to this Agreement will be provided by personnel qualified to perform the particular work; and
4. ensure that none of the Services to be provided by the Selected Respondent shall be provided by any subconsultant or under any subcontract for services without the prior written consent of the Commission.

SECTION 3

SUBMISSION REQUIREMENTS

3.1. General Requirements.

The Proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2. Content and Form of Proposal Response.

- I. Proposal Format. Proposal content and completeness is an important criterion in the evaluation process. In order to streamline the evaluation process and ensure that all Proposals are evaluated on an equal basis, it is required that proposals adhere to the standard format outlined below for presentation of the requested information.

<u>Section</u>	<u>Section Title</u>
	Letter of Proposal/Letter of Intent
	Table of Contents
1	Introduction/Executive Summary
2	Qualification Statement
3	Fee Proposal for Scope of Services

- II. Proposal Content

- A. Letter of Proposal/Letter of Intent.

The Respondent must submit an executed Letter of Proposal (see Appendix A) and an executed Letter of Intent (see Appendix B) signed by the individual who is authorized to commit the Respondent to the Scope of Services and Fee Proposal.

- B. Introduction/Executive Summary (Section 1)

This section of the Proposal should contain a brief summary of the background of the Respondent and key personnel, demonstrating Respondent's understanding of the Commission's needs and goals for the Services, and highlighting the benefits the Respondent believes it can contribute to the Commission. Provide a list of the personnel the Respondent proposes to utilize for the contract and identify their individual qualifications. The Respondent should also include information regarding the following:

1. Location and Personnel. List the location of your firm's main office and the locations of offices in the State of New Jersey. Provide the address of the office location that will service the Commission. Provide a detailed description of the proposed management of the Commission's account. Identify the person directly responsible as the primary representative on behalf of the Commission and provide contact information for that person and include a brief description of the representative's background, experience and qualification, as well as an explanation of the representative's role and responsibilities for the firm. Provide a brief overview of other representatives of the firm that will be assigned to the Commission's account, their roles and responsibilities and their background and experience. Describe the administrative support and organization included by your firm for carrier changes. Outline how a change of carrier, if warranted, would be disseminated to employees at the Commission, including the means to convey the implication of the changes in their personal benefits.

2. Firm Overview. Provide an overview of the firm, including the full legal name of the institution, state of organization and supervisory and regulatory authorities that oversee the institution. Provide a summary of the ownership and management of the firm. Describe any significant changes in the management and/or structure of your firm, including mergers that have occurred during the past three years. Does your firm foresee or anticipate any organizational changes in the next 24 months?

3. Volume of Business. Provide a summary of the firm's premium volume for each of the past three (3) years by the following categories: Property and Casualty, Fidelity Bond and Mortgage Bankers' Liability, General Liability, Umbrella and Automobile usage. If the office that will service the Commission's account is a branch or subsidiary of a national

or regional firm, the above information should be provided for both the office providing services to the Commission and the entire firm. Include and identify those services, which may not be available in the local office but are available from your firm and how you will access those services. Provide an example of the structure of servicing a current account similar to the Commission.

4. References. Provide a list of at least three (3) clients with insurance needs familiar to the Commission, including three (3) current governmental entities in New Jersey. Describe your firm's specific experiences providing services to each of those clients. Describe any issues or problems that have impacted any of the client accounts described in this section. Identify ways in which you added unique value or problem solving to any of the client accounts. Provide contact information to enable the Commission to contact those accounts as references. Identify any new accounts for governmental entities and financial institutions obtained in the past three (3) years and any such accounts that the firm has lost. Provide an explanation for the lost accounts.

5. Financial Position. Provide the most recent annual financial statement of the firm (audited preferred) and unaudited year-to-date financial statements for the most recent quarter since the close of the fiscal year represented by the annual financial statement. Describe the firm's Errors and Omissions insurance, including the coverage amount, any deductible amounts and the provider.

6. Customer Support. Describe and discuss your staff availability to support the Commission. How much of that staff is located in the state of New Jersey? How many dedicated claims support staff does the firm maintain? How many claims support staff are located in the office that will service the Commission? Identify the average number of claims support staff per customer account and the average number of claims handled by each claims support staff member each year. Identify any technology or related tools available from your firm and describe the advantages those tools offer the Commission. Describe how your firm monitors insurer solvency and steps it would take in the event an insurer's solvency was weak or deteriorating or their rating downgraded.

7. Legal, Regulatory and Ethics Actions. Provide a summary of any litigation, arbitration and regulatory proceedings, pending, adjudicated or settled that your firm has been subject to within the last three (3) years involving services your firm provided as an insurance broker. Please describe each regulatory proceeding in detail and any litigation or arbitration proceeding resulting in judgments, settlements or damage claims (for those matters not yet resolved) in excess of \$25,000.

8. Scope of Service. Respond to each of the Scope of Services in Section 2, 2.1, A through Y, and indicate whether or not your firm can provide those services and describe the process by which you would provide those services. Provide a detailed explanation of any service described in Section III the firm will not or cannot provide. As a part of your discussion of the assessment of the Commission's insurance needs, describe any loss prevention, loss control and related services you provide and any cost of risk analysis you offer. Describe any additional services you would provide or that you believe are necessary to the engagement described in this RFP.

9. Access to Insurance Markets. Provide a list in order of preference from most to least preferred of the insurance markets you would seek to access on behalf of the Commission for each of the following:

- Property and Casualty
- Fidelity Bond/Mortgage Bankers Liability
- Liability – General, Law Enforcement, Officer, Pollution, etc.
- Umbrella
- Automobile Usage
- Worker's Compensation

Identify those markets on the list, if any, which will submit bids through only one broker.

10. Insurance Market Experience.

a. Provide a discussion of the firm's experience insuring public entities, including the number of years it has provided services similar to the Services referenced herein for public entities in New Jersey. Specify any public sector accounts with comparable size and exposure similar to the Commission serviced by your office, and provide the

percentage of the firm's current clients who are public employers.

b. List your ten (10) principal markets, the lines of insurance placed with them and the premium volume of each line of coverage.

11. Insurance Marketing Strategies and Approach.

a. Describe your approach to developing underwriting and marketing strategies to competitively secure the best coverage at the most reasonable costs for the Commission.

b. Outline your firm's approach to obtaining quotations for specified programs, responding to underwriter's questions and providing additional data as requested.

c. Provide how your firm analyzes underwriter's quotations. How do you ensure the accuracy and conformity to specifications?

d. If a limited number of firms quote a certain line of insurance, what resources and information does your firm have available to you to ensure the pricing received is consistent and competitive with similar risk profile organizations.

e. Describe your approach to negotiating changes and refinements in the quotation for the benefit of the Commission. How do you keep your client informed of the alternatives and communicate recommendations?

f. Provide a sample of the information that would be provided to the Commission detailing the outcome of your renewal negotiation efforts, ongoing service efforts and analysis of competitive markets.

g. Specify, in detail, the claims administration services that will be provided to the Commission, such as hours of availability, extent of insurance expertise, and number of employees rendering this service.

h. Describe your firm's methods for development of specifications to obtain competitive Risk Management

insurance policy quotes and the means of communicating the results to the Commission's staff.

i. Describe the steps your firm will take in reviewing the Commission's current Risk Management insurance program and designing changes to the program. Include specific techniques and procedures your firm may use to assist in identifying current and anticipated new exposures to loss.

j. Describe your firm's commitment to the responsibility for representing accurately the scope of coverages being made available by the carriers recommended and selected in the quotation process.

k. Please cite which, if any, public employer groups in New Jersey your firm has willingly moved into a program that pays no commission - like the New Jersey State Health Benefits Plan - simply because it represented the best option for the client.

l. Respondents shall provide the following:

- List all immediate relatives of principal(s) of Respondents who are Commissioners or employees of the Commission. For purposes of the above, immediate relative means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
- List any employee(s) of Respondent's company barred from working with any major insurance carriers within the State of New Jersey.
- Qualifications of all named subcontractors or subconsultants proposed to be used in connection with the servicing of this account.

12. Licenses. Provide evidence that the Respondent and persons, including named subconsultants, proposed to perform the work for the Commission maintain all New Jersey licenses in order to provide the Services sought pursuant to this RFP.

13. Conflicts of Interest. Provide a statement disclosing (i) any current or proposed business transaction between respondent and any Commission member, officer, employee (attach list); and (ii) any other conflict or potential conflict or claim of conflict of interest that may exist between respondent and any Commission member, officer, or employee (attach list). Identify any preferential or other relationships with insurers that may influence any recommendations you provide the Commission.

14. Co-Broker or Named Subconsultant. If your firm will utilize the services of a co-broker or sub-broker, identify the firm or firms that will provide those services, describe the specific services to be provided by such broker, how fees and commissions will be allocated and your firm's historic relationship with each co-broker or sub-broker.

15. Rationale for Selection. Present the case for the selection of your firm as the Commission's insurance broker. Please do not repeat the information provided above. Instead, use this opportunity to share with the Commission the unique qualifications, experience, approach, background or other characteristics of your firm that make it the best choice for the Commission. Among other things, these characteristics may include the firm's presence in the New Jersey marketplace, the firm's status as a minority or woman owned firm, utilization of a minority or woman-owned co-broker, special services your firm provides that others do not, particular insights into the Commission that will enhance your firm's ability to serve the Commission, special technologies offered by your firm or other characteristics of your firm that make the Commission's best choice. Please include any suggestions for innovative ideas or suggestions for ways to provide the Scope of Services in a convenient, efficient and cost-effective manner.

16. Undocumented Workers. A Respondent to this RFP shall provide the Commission with an affidavit stating that the Respondent does not employ any person who is an unauthorized alien in conjunction with the Services and the Respondent is enrolled in and participating in a federal work authorization program with respect to the employees working in connection with the Services. This affidavit shall be updated and executed again at the time the engagement of the Selected Respondent(s) is memorialized in a contract.

III. Statement of Qualifications (Section 2)

A. Minimum Qualifications

a. Respondent must demonstrate that it meets the following minimum qualifications:

1. Respondent has and maintains an office in the State of New Jersey;
2. Respondent is authorized to do business in the State of New Jersey. Provide copies of all such documentation;
3. If proposing on Property and Casualty coverage:

Respondent has acted as a broker placing Property and Casualty insurance for a major New Jersey water utility or other New Jersey governmental entity with total insured values at risk in excess of \$250 million for two (2) policy years since January 2010. Provide name of customer, location, contact person, phone number and description of services provided and types of insurance placed.

4. If proposing on Liability coverage:

Respondent has acted as a broker placing Liability insurance for a major water utility in the United States with 1-3 million customers for two (2) policy years since January 2010. Provide name of customer, location, contact person, phone number and description of services provided and types of insurance placed

5. Respondent's account manager has a current State of New Jersey Property and Casualty insurance license.

B. Experience of the Respondent

The Respondent must demonstrate its experience and qualifications. Respondents must provide the following:

1. An explanation of fields of expertise, specifically as it relates to governmental and/or public utility organizations;
2. Brief description of Respondent's largest, smallest, and a mid-sized project during the last three (3) years; and
3. Any other information the Respondent deems pertinent and demonstrates an ability to perform the Services.

C. Experience of Key Personnel

The Respondent must demonstrate its experience, qualifications and of its principals and associates that will be performing the Services for the Commission. Therefore, the Respondent shall provide the following:

1. Organizational chart.
2. Resumes of the principals and associates that will be assigned and committed to the Commission, including their applicable experience and their individual qualifications.
3. Other information the Respondent deems pertinent which demonstrates an ability to perform the requested Services.

D. Account Manager Qualifications

1. The resume and supporting documentation for the person to perform the role of the Account Manager for the Commission must demonstrate:
 - Educational background that includes specific steps taken to remain current with trends in the insurance industry.
 - Work experience that includes all past employment, number of years as an Account Manager in the insurance field and length of time in current position.
 - Explanation of personal knowledge of insurance markets.

- List three (3) employer references that have achieved positive results due to the Account Manager's evaluation of the firm's insurance needs. Describe the results.
- Description of the Account Manager's personal book of business, including, at a minimum, the following:
 1. Number of accounts the Account Manager is responsible for;
 2. Types of accounts; and
 3. How the Commission's account compares in size and scope to the Account Manager's other clientele.
- Explain steps used to assure that proper attention will be given to the Commission's account as the Account Manager and Selected Respondent's book of business increases.
- List any governmental clients similar to the Commission that the Account Manager represents and provide references for the same.
- Description of experience in overseeing self or partially-insured clients.

E. Service Team Qualifications

1. The resumes and supporting documentation of the person to perform the role of the Account Manager for the Commission must demonstrate:
 - Educational background that includes specific steps taken to remain current with trends in the insurance industry.
 - Work experience that includes all past employment and length of time in current position.
 - Personal knowledge of insurance markets.
 - Duties in servicing the Commission's account.

- Physical location of the service team member.

IV. Fee Proposal (Section 3)

1. Pricing Schedule and Fee Structure (Compensation /Commissions).

Provide the following information:

a. The Respondent's proposed annual fixed fee (net of all other income identified in B and C below) of each policy premium: Note that the total fee cannot exceed the percent/dollar limit referenced in Section 2.2 1.

Liability Coverage Annual Fixed Fee % _____
Property Coverage Annual Fixed Fee % _____

b. Describe the transparency policies and procedures your company has in place to ensure disclosure of **ALL** income (direct, indirect, contingent, affiliated company, etc.) received by your company and/or affiliates in connection with the placement of the Commission's insurance program.

c. Explain how the Broker will disclose and remit to the Commission all compensation received by the Broker as a result of coverage placed on behalf of the Commission.

3.3. Insurance Requirements.

A. The Selected Respondent shall indemnify, hold harmless, and defend the Commission, its Commissioners, officers, directors, agents, employees and servants from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments or decrees arising from or as a result of any acts, errors or omissions by the Selected Respondent, its principals, employees, officers, agents, servants, independent contractors, subcontractors, or subconsultants

B. The Selected Respondent retained to perform the Services will be required to obtain and maintain insurance continuously, at its own expense, provided by a company or companies authorized to do business and qualified to engage in the insurance business in the State of New Jersey and approved by the Commission as follows:

Commercial General Liability	\$1,000,000.00 minimum per occurrence;
Worker's Compensation	\$ 500,000.00 minimum; per occurrence;
Automobile Liability	\$1,000,000.00 minimum per occurrence;
Professional Liability	\$2,000,000.00 minimum per occurrence; and
Umbrella Coverage	\$1,000,000.00 minimum per occurrence

If an umbrella policy that covers both the General and Professional Liability is not available, then the Professional Liability policy should be increased to a minimum of \$3,000,000.00.

In the event the Selected Respondent or named subconsultant will utilize leased or temporary employees to perform the Services, it will be necessary for the Selected Respondent to demonstrate to the Commission full satisfaction prior to the award of a contract that all such employees are covered with Worker's Compensation insurance.

The Commission must be named as an additional insured under all applicable policies and the Selected Respondent and named subconsultant, if applicable, must provide the Commission with a current Certificate of insurance upon execution of the contract for the Services.

C. **Evidence of Insurance**

The following documents must be provided in conjunction with a Certificate of Insurance:

- A copy of the endorsement naming the Commission as an Additional Insured, on Form CG2010 or equivalent on all policies except Worker's Compensation.
- A copy of an endorsement stating that the coverages provided by this policy to the Commission shall not be terminated, reduced or otherwise materially changed without providing at least sixty (60) days prior written notice to the Commission.
- A waiver of subrogation in favor of the Commission should apply under all the policies outlined in this section, except for Worker's Compensation.

Acceptance by the Commission of deficient evidence of insurance does not constitute a waiver of any contract requirement.

3.4. **Affirmative Action.**

During the performance of the Services, the Selected Respondent and named subconsultant must agree as follows:

- a. The Selected Respondent 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, gender identity or expression, disability, nationality the contractor will take affirmative action to ensure 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, affectional or sexual orientation gender identity or expression, disability, nationality, or sex. 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 Selected Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.
- b. The Selected Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Selected Respondent, 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.
- c. The Selected Respondent 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 Selected Respondent's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Selected Respondent agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
- e. The Selected Respondent 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 N.J.A.C. 17:27-1 et seq.

- f. The Selected Respondent 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 N.J.S.A. 10:5-31 et seq., 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
- g. The Selected Respondent 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.
- h. The Selected Respondent 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, laws, regulations and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- i. The Selected Respondent 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, and conform with the applicable employment goals, consistent with the statutes, laws, regulations and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal Court decisions.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1. Submission of Proposals.

Respondents must submit an original and five (5) copies of the Proposal and Qualification Statement, along with an electronic copy in .pdf format on a CD or USB disk to the Designated Contact Person:

Sheryl Minerley
"acting" Contract Administrator
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Sealed Proposals must be received by the Commission no later than **3:00 PM, Prevailing Time, September 7, 2018** and must be mailed, overnight delivered, or hand-delivered. Proposals forwarded by facsimile or e-mail **will not** be accepted. Please indicate on the outside of the sealed envelope ***"Response to Request for Proposals and Qualification Statements for Insurance Broker Services: Risk Management, RFP# 006-2018."***

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

SECTION 5

EVALUATION

Designation of a Qualified Respondent(s) for the award of a contract(s) as a Selected Respondent(s) to perform the Services will be made on a competitive basis that places great weight on a Respondent's qualifications and the proposed fees for insurance broker services for Risk Management and familiarity with Applicable Law relevant to the performance of the Services. The selection will also take into consideration a Respondent's proficiency in providing the Services to governmental entities.

The factors that the Evaluation Committee and the Commission will use as part of the review of Proposals and the award of a contract(s) may include, but are not limited, to the following:

1. QUALIFICATIONS/APPROACH: (30 POINTS):

- a. The background, qualifications, skills, and experience of the Respondent and its staff;
- b. The Respondent's proposed approach to the Services required in the project description or specifications;
- c. The clarity and overall presentation of the Respondent's Proposal in response to the Commission's RFP and, specifically, the Scope of Services outlined in Section 2 to indicate an understanding of the Commission's needs. This evaluation will include the quality and soundness of the Respondent's Proposal, including the structure of the Respondent, general comprehension of the requirements to handle the Commission's needs, as well as general competence;
- d. The Respondent's history in performing work similar to the Scope of Services outlined. Evaluation will also include the Respondent's ability to support the Commission's needs given existing projects and ability to complete assignments in timely fashion; and
- e. Evidence of insurance and financial capacity will be considered.

2. EXPERIENCE/PERSONNEL/REFERENCES: (35 POINTS)

- a. The Respondent's degree of expertise concerning the Services;
- b. The Respondent's past performance under similar contracts;
- c. The Respondent's familiarity with the work, requirements, and procedures of the Commission including, if applicable, the Commission's prior experiences with the Respondent;
- d. References – The references should include a short description of the project, the agency and address and a contact person. A minimum of five (5) references must be supplied.

3. OFFICE LOCATION: (5 POINTS)

- a. Geographical location of the Respondent's offices and key personnel; and

4. COST PROPOSAL: (30 POINTS):

- a. The Respondent's not-to-exceed price for the Services. Payment to the Selected Respondent(s) for performance of the Services specified herein, including labor, materials, transportation, and such other services, shall be a fixed fee only and shall not exceed 5.0% or \$70,000, whichever fee value is lower (net of all other income identified in Section (3.2 IV 1 b & c) of all policy premiums. No other charges shall be allowed.

Selection of Qualified Respondent(s) and, ultimately, the designation of the Selected Respondent(s) for the award of a contract(s) will be made on a competitive basis that places great weight on qualifications and suitability for the Services, as described within the RFP, as well as the proposed fee schedules for the Services.

APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Timothy J. Eustace, Executive Director
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Dear Mr. Eustace:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals and Qualification Statements issued by the North Jersey District Water Supply Commission ("Commission"), dated [insert date], for Insurance Broker Services – Risk Management.

We affirm that the contents of our Proposal (which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

<u>(Signature of Chief Executive Officer)</u>	<u>(Signature of Chief Financial Officer)</u>
<u>(Typed Name and Title)</u>	<u>(Typed name and Title)</u>
<u>(Type Name of Firm)*</u>	<u>(Type Name of Firm)*</u>

Dated: _____ Dated: _____

* If a joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Qualification.

APPENDIX B

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Timothy J. Eustace, Executive Director
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Dear Mr. Eustace:

The undersigned, as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals and Qualification Statements, issued by the North Jersey District Water Supply Commission ("Commission"), dated [insert date], in connection with the provision of Insurance Broker Services – Risk Management.

(Name of Respondent) HEREBY STATES:

1. The Proposal contains accurate, factual and complete information.
2. (Name of Respondent) is submitting a Proposal.
3. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the RFP and to adhere to the Commission's procurement schedule.
4. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
5. (Name of Respondent) hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Commission. (Name of Respondent) declares that this Proposal is made without connection with any other person, firm or

parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. (Name of Respondent) acknowledges and agrees that the Commission may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Commission shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such Applicable Law.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

_____ (Typed Name and Title)

_____ (Type Name of Firm)*

Dated: _____

- If a joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Intent.

EXHIBIT A

CERTIFICATION & DISCLOSURE FORMS

(7 PAGES)

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

NOTE: Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency. The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Business Entity/Vendor”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s civil union partner and any child residing with that person. ¹
- **“Officer”** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

¹Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Contribution”** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification**

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholder of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.
<input type="button" value="Remove Contribution"/>
<input type="button" value="Add a Contribution"/>

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification

- (A) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

EXHIBIT B

SAMPLE CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

COMMISSIONERS
CHARLES P. SHOTMEYER
CHAIRMAN
FRANKLIN LAKES, NJ
CARMEN A. ORECHIO
VICE CHAIRMAN
NUTLEY, NJ
ALAN S. ASHKINAZE
ORADELL, NJ
JEROME P. AMEDEO
GREEN BROOK, NJ
DONALD C. KUSER
WAYNE, NJ
HOWARD L. BURRELL
GLENWOOD, NJ



ONE F.A. ORECHIO DRIVE
WANAQUE, NJ 07465
973-835-3600 FAX: 973-835-6701
E-Mail: commissionoutreach@njdwsc.com

TODD R. CALIGUIRE
EXECUTIVE DIRECTOR
JOSEPH E. STROIN, JR.
CHIEF OPERATING OFFICER
WILLIAM SCHAFFNER
CHIEF FINANCIAL OFFICER

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of this ___ day of _____, 2018, by and between:

THE NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION (hereinafter, the “Commission”), located at One F.A. Orechio Drive, Wanaque, New Jersey 07465; and

_____ and its affiliates and subsidiaries (hereinafter, “Contractor”), with a primary place of business located at _____ (and, together with the Commission, the “parties”).

WITNESSETH

WHEREAS, pursuant to N.J.S.A. 58:5-1 et seq., the Commission is a public body corporate duly organized and existing under and by virtue of the laws of the State of New Jersey, exercising public and essential governmental functions and providing for the public health and welfare, and is engaged in developing raw water sources, storing water and distributing a reliable supply of potable water to its participating municipalities; and

WHEREAS, the Commission fulfills a vital role in maintaining, overseeing, and securing the operation of the largest regional water supply in the State of New Jersey, the safety and security of said operation constituting a critical Homeland Security concern; and

WHEREAS, in order to facilitate the possibility of entering into contract for goods and services, and in particular for the evaluation and potential installation of security systems on Commission-owned property, and if entered into, the execution of such business relationship, the Commission may disclose certain non-public or proprietary information to Contractor (or the “Receiving Party”) and its representatives; and

WHEREAS, the Commission wishes to preserve the confidentiality and prevent the unauthorized disclosure and use of any such non-public or proprietary information disclosed to the Receiving Party and its representatives.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties, intending to be legally bound, hereby agree as follows:

1. "Information" means all non-public or proprietary information of the Commission disclosed in connection with this Agreement and shall include, but not be limited to, information regarding the Commission or its related entities' assets, liabilities, financial and other conditions, insurance, reinsurance, employees, consultants, operations, facilities, prospects, business plans, customer lists, or security arrangements. Information also includes any documents prepared by the Receiving Party that through the use of non-public proprietary information provided to the Receiving Party by the Commission.
2. As a condition to receiving the Information which the Commission may furnish to the Receiving Party and its representatives or to which the Receiving Party and its representatives are afforded access, directly or indirectly, the Receiving Party and its representatives shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Information, including, at a minimum, those measures that the Receiving Party takes to protect its own confidential information of a similar nature (provided that such measures are consistent with at least a reasonable degree of care).
3. Information does not include information that:
 - a. Has been or becomes published or is now or in the future publicly available without breach of this Agreement or breach of a similar agreement by a third party or through no wrongful act of the receiving party or its representatives; or
 - b. Is known to the Receiving Party prior to the time such information was acquired from the Commission under this Agreement as evidenced by the Receiving Party's contemporaneous written records; or
 - c. Is independently developed and prepared by the Receiving Party not in reliance upon or reflecting any Information disclosed pursuant to this Agreement; or
 - d. Subsequent to disclosure, is lawfully received from a third party having rights therein without restriction (to the best of the Receiving Party's knowledge) on the right of such third party or the Receiving Party to disseminate the information and without notice of any restriction against its further disclosure.
4. Information shall not, without the prior written consent of the Commission, be disclosed to any person or entity other than the Receiving Party's and its representatives' employees (including outside legal counsel, actuaries and accountants) who need to know the Information and in those instances only to the extent of such need. The Receiving Party

agrees to keep all Information confidential, and further agrees to use Information solely for the evaluation stated above, and for no other purpose. The Receiving Party agrees that it and its representatives' employees (including outside legal counsel, actuaries and accountants) shall be informed of the terms of this Agreement.

5. All Information shall remain the exclusive property of the Commission, and the Receiving Party shall have no rights, by license or otherwise, to use Information except as expressly provided herein.
6. The Receiving Party agrees on its own behalf and on behalf of its representatives and/or assigns to return to the Commission or destroy, and verify in writing such destruction, all written, tangible or otherwise accessible material in any form (including electronic media such as computer diskettes, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any Information (including all copies, summaries, excerpts, extracts, notes or other reproductions) promptly at the request of the Commission or within sixty (60) days of the termination or conclusion of the parties' business or contractual relationship. All information retained by the Receiving Party pursuant to this Section 6 shall remain subject to the confidentiality and nondisclosure obligations of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain one copy of Information that has become part of a file that the Receiving Party, in its reasonable judgment, is required to retain and/or make available for examination by government regulatory or investigatory agencies, or retain and/or produce by an order of a court or insurance regulatory agency.
7. Nothing in this Agreement shall impose any obligation upon either party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein.
8. In the event that the Receiving Party receives a request to disclose all or any part of the Information as part of a governmental investigation or under the terms of a subpoena or order issued by a court or governmental body, the Receiving Party will take all reasonable steps to notify the Commission promptly in writing of such request in order to allow the Commission an opportunity to resist or narrow such request and will reasonably cooperate, at the Commission's expense, with the Commission and its representatives in connection with the Commission's efforts to resist or narrow such request. In the event that the Commission elects to waive the provisions of this Section 8 or is otherwise unsuccessful in resisting such request, the Receiving Party shall only disclose the Information that it determines it is legally required to disclose after consultation with competent counsel.
9. Except as required by applicable law or court or arbitral order, neither party shall in any way or in any form disclose (except as necessary to such party's outside legal counsel, actuaries and accountants), publicize or advertise in any manner the discussions or negotiations concerning the business purpose underlying this Agreement, or the status of any such discussions or negotiations without the consent of the other party.

10. This Agreement shall be deemed to be a contract made under the laws of the State of New Jersey and for all purposes shall be construed in accordance with the laws thereof. The parties agree that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in the courts of the State of New Jersey.
11. Any provision of this Agreement which may be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
12. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, and such consent shall not be unreasonably withheld, delayed or conditioned. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No permitted assignment shall relieve a party of its obligations hereunder with respect to Information disclosed prior to the assignment. Any assignment in violation of this Paragraph Thirteen (12) shall be deemed null and void.
13. No amendment to any provision of this Agreement shall be binding and enforceable unless in writing and signed by both of the parties and specifically referencing this Agreement.
14. This Agreement shall continue to be binding after the conclusion of the business or contractual relationship between the parties absent prior written consent of both parties.
15. This Agreement shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Agreement shall prohibit or interfere with the ability of counsel for any party to represent any individual, corporation, or other entity adverse to any party or its affiliate(s) in connection with any other matters.
16. Each of the parties acknowledges and agrees that remedies at law may be inadequate to protect the Commission against any actual or threatened breach of this Agreement by the Receiving Party or its representatives, and, without prejudice to any other rights and remedies otherwise available to the Commission (including, without limitation, monetary damages), the Receiving Party agrees to the granting of specific performance and injunctive or other equitable relief in the Commission's favor without proof of actual damages and each of the parties further agrees to waive, and to use all reasonable efforts to cause its representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Nothing in this Agreement shall be deemed or construed to limit or prevent the Commission from bringing a claim for damages as a result of any actual or threatened breach of this Agreement by the Receiving Party or its representatives.

17. Each of the parties agrees that no failure or delay by the Commission in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right or remedy hereunder.
18. This Agreement was entered into solely to benefit the parties and no other person or entity shall have enforceable rights and remedies hereunder or hereby.
19. This Agreement may be executed in one or more counterparts (including via facsimile), each of which shall be deemed an original but all of which together shall constitute one in the same instrument.
20. This Agreement sets forth the entire understanding between the parties concerning the subject matters of the foregoing recitals and paragraphs.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the date first written.

Contractor

**North Jersey District Water Supply
Commission**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____