

**REQUEST FOR PROPOSALS (RFP)  
FOR  
RISK MANAGEMENT SERVICES**

**ISSUED BY:  
THE COUNTY OF BURLINGTON**

**Date Issued:  
March 24, 2023**

**Responses Due by:  
TUESDAY, April 18, 2023  
3:00 PM**

**C/O ASHLEY BUONO, SOLICITOR  
49 RANCOCAS ROAD, ROOM 225  
MOUNT HOLLY, NEW JERSEY 08060**

# REQUEST FOR PROPOSALS

## RISK MANAGEMENT CONSULTANT

The County of Burlington is seeking professional service proposals from qualified firms to provide RISK MANAGEMENT SERVICES to the County as pertains Property and Casualty coverage provided by the Burlington County Insurance Commission (BCIC) and the New Jersey Counties Excess Joint Insurance Fund.

### I. Proposal Submission

**Three copies plus 1 USB Drive (in PDF format) of Responses to this Request for Proposals including all required documentation must be received in the Office of the Burlington County Solicitor, 49 Rancocas Road, Room 225, P.O. Box 6000, Mount Holly, New Jersey 08060 no later than 3:00 p.m. Tuesday, April 18, 2023. Late Responses will not be considered. Responses sent via electronic mail and/or facsimile will not be accepted.**

All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.). The County shall not be responsible for any costs associated with the oral or written presentation of the proposals. The County reserves the right to reject any and all responses, with or without cause, or waive any irregularities or informalities in the proposals. The County further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all applicants submitting responses. In the event that all proposals are rejected, the County reserves the right to re-solicit for proposals.

### II. Questions

Ashley Buono, Solicitor  
49 Rancocas Road, Room 225  
Mount Holly, New Jersey 08060  
609-265-5289  
By April 7, 2023

### III. General Background & Purpose

The County of Burlington (hereafter referred to as County) is the lead member of the Burlington County Insurance Commission (BCIC) and a member of the New Jersey Counties Excess Joint Insurance Fund.

The Burlington County Insurance Commission was established on January 1, 2012, pursuant to Article 3 of N.J.S.A. 40A:10-1 et seq. which permits the County to establish an insurance commission so that the county and the local units associated with the county can achieve cost savings through joint purchase or self-funding of certain insurances. Currently, the members of the Burlington County Insurance Commission for Property & Casualty coverage are Burlington County, Burlington County Bridge Commission, Burlington County Board of Social Services, Rowan College at Burlington County, Burlington County Institute of Technology and Burlington County Special Services School District.

Burlington County, for their excess and ancillary insurance, is a member of the New Jersey Counties Excess Joint Insurance Fund (NJCE). The members of the Burlington County Insurance Commission also have access to the NJCE JIF for their excess and ancillary insurance. The NJCE was formed under N.J.S.A. 40A: 10-6 et seq. which permits local units to join to form a joint insurance fund. Said statute was designed to give local units the opportunity to use alternative risk management techniques, providing they are based on sound actuarial principles. The NJCE JIF is subject to and must operate in compliance with the provisions of the “Local Fiscal Affairs Law” (N.J.S.A. 40A: 5-1 et seq.), the “Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), and regulations including but not limited to (N.J.S.A. 5:34) and the Open Public Meetings Act (N.J.S.A. 10:4-12).

The Burlington County Insurance Commission was formed as a long-term vehicle through which the County and its affiliated entities seek to stabilize their insurance related expenditures through "pooling" and the application of various risk management techniques. These techniques include pooled retention of the working layer of claims, enhanced safety and loss prevention, and group purchase of necessary administrative services including claims administration and legal defense counsel.

Coverage afforded through the Burlington County Insurance Commission and the New Jersey Counties Excess Joint Insurance Fund includes Property, General Liability (including Police Liability), Automobile Liability, Employment Practices/Public Officials Liability, Cyber Liability, and Workers’ Compensation. The Burlington County Insurance Commission retains the first \$250,000 for Property, General Liability, Automobile Liability and Workers’ Compensation claims and \$500,000 for POL/SBL/EPL claim. Burlington County Insurance Commission pools its excess losses and risk management resources with other New Jersey Joint Insurance Counties through the New Jersey Counties Excess Joint Insurance Fund (NJCE) that provides coverage beyond the Burlington County Insurance Commission retention. The Burlington County Insurance Commission purchases Pollution Liability, Cyber Liability and Public Official’s and Employment Practices Liability coverage through the NJCE JIF.

Of primary importance to the County is a firm that is familiar with the operations of the County with a thorough understanding and mastery of New Jersey governmental entity risk as well as the programs and services Burlington County Insurance Commission.

#### **IV. RISK MANAGEMENT CONSULTANT - Applicant Requirements The RISK MANAGEMENT CONSULTANT:**

- A. Shall be a New Jersey licensed Property and Casualty insurance producer who has demonstrated prior experience in the management of public insurance risks.
- B. Shall demonstrate knowledge of the BCIC Programs and Services.
- C. Shall demonstrate a knowledge of County’s operations and exposures.
- D. Provide that its officials, officers, employees and appointees shall cooperate with the Fund, the Fund Attorney, Claims Administrator and any designated Defense Attorney in the defense of all claims, including any procedures established by the Executive Committee for the handling of claims, Notices of Claims and litigation.

- E. Advise the County on risk management matters and the appropriateness of coverage or optional coverage offered by the BCIC;

## **V. Minimum Services**

The Role of the RISK MANAGEMENT CONSULTANT is to provide Professional Risk Management services to the County as follows:

- A) The Consultant shall assist the County in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
- B) The Consultant shall assist the County in understanding and selecting the various types of coverage and limits available from the Burlington County Insurance Commission.
- C) The Consultant shall review with the County any additional types of coverage that the Consultant believes the County should purchase that are not available from the Commission. The Consultant shall purchase and bind any additional types of coverage authorized by the County.
- D) The Consultant shall assist the County in the preparation of applications, statements of values and other documents requested by the Commission. However, this Agreement does not include any appraisal work by the Consultant.
- E) The Consultant shall review the County's annual assessment as prepared by the Commission, and shall assist the County in the preparation of its annual insurance budget.
- F) The Consultant shall review the loss and engineering reports for the County, and shall assist the Safety Committee in its loss containment objectives within the County.
- G) The Consultant shall attend and actively participate in the County's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.
- H) The Consultant shall attend the County's Member Accident Review Panel meetings and assist the County in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the County in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the County in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall review the County's loss data on a regular basis and prepare reports to the County on recent losses, open claims, and loss trends.
- L) The Consultant shall assist the County by reporting to the Commission changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.

- M) The Consultant shall assist the County and Commission professionals in the annual renewal process including the gathering and verification of exposure data.
- N) The Consultant shall order Certificates of Insurance from the Commission.
- O) The Consultant shall review Certificates of Insurance received by the County.
- P) The Consultant shall review proposed contracts between the County and organizations and contractors to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- Q) The Consultant shall evaluate and advise the County on the risk management aspects of public events being staged or sponsored by the County.
- R) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- S) The Consultant shall respond to questions regarding coverage from the County's officials.
- T) The Consultant shall actively attend and participate on the Commission Subcommittees as authorized by the Commission Bylaws.
- U) The Consultant may regularly attend the Monthly Executive Committee meetings of the Commission.
- V) The Consultant shall execute and file with the County, as part of this agreement, and the Executive Director's office a copy of the Burlington County Insurance Commission Confidentiality Agreement.
- W) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the County outlining the County's Insurance and Safety Program.
- X) The Consultant shall perform any other services required by the Commission's Bylaws.

The above listing represents some of the general duties of the RISK MANAGEMENT CONSULTANT. Your response must demonstrate your understanding of the role by expanding on the above duties and describing other services that you will provide.

## **VI. Fees:**

The fee for this contract has been established by the County as outlined in herein. Within the proposal the Respondent shall address their ability to provide the services and responsibilities delineated heretofore.

**Respondent shall provide their total, all-inclusive hourly fee that they shall charge the Insurance Commission to provide the services described and proposed herein.**

**Respondent shall provide an hourly rate schedule the Insurance Commission shall be charged when services are provided by other members of their staff.**

Respondent shall specify any reimbursable expenses, including but not limited to, mileage, tolls, reproduction of documents, etc., that they may charge the Insurance Commission while performing the requirements of this contract.

Respondent shall submit licenses, certifications, resumes, etc., for themselves and for any of their staff who may be providing services to the Insurance Commission as part of this contract.

Respondent shall indicate if any of those licenses and/or certifications have ever been suspended or revoked in New Jersey or any other State.

Respondent shall provide the name of the government agency, address, contact name and contact telephone number of three (3) government agencies (preferably County government entities) in the State of New Jersey similar in size to Cumberland County where they have provided the services described and proposed herein.

Respondent shall describe their knowledge and experience, and that of their staff, in providing the services described and proposed herein to government entities in the State of New Jersey.

Respondent shall provide the location of their office(s) that would be serving the County for this contract.

Respondent shall describe the resources of their office, including details of support staff that would be supporting this contract.

Respondent may describe any value added services that may not have been addressed in this Request for Proposals that they feel should be considered by the officials evaluating their proposal submission.

## **VII. Proposals**

Written proposals are being requested from applicants (firms) qualified to perform all required services. Proposals should outline what the firm will do for the County in all areas of service requested. All proposals should include, at a minimum, the following:

- A. Narrative: Provide a narrative setting forth your ability to provide the services outlined in Sections IV and V of this RFP.
- B. Knowledge of Risk: Describe your knowledge and experience with applicable coverage particularly:
  - Property                      • Liability (Including Police and Elected Officials)
  - Automobile                  • Workers' Compensation
- C. Experience:
  - 1) Demonstrate a minimum of five (5) years of experience as a Risk Management Consultant within the BCIC or a minimum of five (5) years' experience as a Risk

Management Consultant for a municipality in a MEL affiliated Joint Insurance Commission or a member entity of the NJCE.

2) Demonstrate familiarity with and knowledge of:

- ORIGAMI Exposure System
- BCIC Safety Programs including but not limited to:
  - 1' Role of County Safety Coordinator
  - 1' Functioning of the County Safety Committee
  - 1' Optional Safety Program
  - 1' Safety Incentive Program
  - 1' MEL Safety Institute
- BCIC Claims Programs including but not limited to:
  - 1' Role of County Claims Coordinator
  - 1' Transitional Duty Programs
  - 1' Accident Investigation
- BCIC Risk Management Programs including but not limited to:
  - 1' TULIP Program
  - 1' Model Contract Provisions
  - 1' EPL Helpline
  - 1' EPL Risk Management Program
  - 1' BCIC Website
- BCIC Reports including but not limited to:
  - 1' Loss Ratio Reports
  - 1' Loss Control Reports
  - 1' Monthly Agenda Packet tracking reports

D. Qualifications: You should clearly set forth your credentials and describe your experience that qualifies you for this position by describing experience with similar engagements by the individual who will actually be providing the Consulting services to the County. Include a resume of the individual indicating active membership in any professional organizations. Include a listing of clients with their contact names, addresses, and telephone numbers.

### **E. Criteria for Evaluation of Proposals:**

The RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below (100 points possible):

#### **a. Technical Criteria (35 Points) including but not limited to such things as:**

- i. Does the Firm's proposal demonstrate a clear understanding of the scope of work and related objectives?
- ii. Is the Firm's proposal complete and responsive to the specific requirements?
- iii. Has the past performance and experience of the Firm's proposed methodology been documented?
- iv. Does the Firm's proposal use innovative technology and techniques?
- v. Are letters of support / references provided?
- vi. Any other criteria deemed relevant and appropriate by the RFP Committee.

#### **b. Management Criteria (40 points) including but not limited to such things as:**

- i. History and experience in performing the work.
  1. Does the Firm document a record of on-budget and contract compliance performance?
  2. Does the Firm demonstrate a track record of service as evidenced by service history?
  3. Availability of personnel, facilities, and other resources:
  4. To what extent does the Firm rely on in- house resources vs. contracted resources?
  5. Are the availability of in-house and contract resources documented
  6. Is the operating office located in the Burlington County Region and if not is the ability to function elsewhere clearly documented?
- ii. Qualification and experience of personnel:
  1. Are the personnel qualifications of any employees documented, as to their experience in performing similar work? ie. Resumes
  2. If applicable, is the proposed staffing plan sufficient to meet the documented workload of the last two years?
- iii. Assurances of performances:
  1. Are the required insurance, warranties, or guarantees provided?
- iv. Firm's financial stability and strength:
  1. Does the Firm have sufficient financial resources to meet its obligations according to the proposal?

**c. Cost Criteria (25 points) including but not limited to such things as:**

- i. Please attach a fee schedule for providing the services requested in Scope of Work. In addition, please include:
  1. Fee structure for all staff that will be assigned to the Insurance Commission for this transaction.
  2. Please detail your firm's billing procedures and rates as to overhead and out-of-pocket expenses
  3. Please describe any other fee that would be relevant for this project

**VIII. Additional Mandatory Submittal Requirements**

In submitting its response to this RFP, the Applicant acknowledges that it has reviewed, understands, and will comply with all the County's mandatory contract requirements. In addition, the Applicant shall comply with the following additional provision(s):

**A. NJ Business Registration Certificate:**

All proposals are required to provide a copy of their NJ Business Registration Certificate.

**B. Insurance License:**

All proposals are required to provide a copy of NJ Property & Casualty Insurance License for principal(s) assigned to perform work under this contract.

**C. Proof of Insurance** All applicants are required to submit proof of existing insurance coverage and limits as follows:

1. Workers' Compensation (Statutory) - in compliance with the Compensation Law of the State of New Jersey, which shall include the Other States Endorsement specifically providing for benefits payable under New Jersey State Law.
2. General Liability - With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars.
3. Automobile Liability Insurance - With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.
4. Errors and Omissions - A minimum limit of liability of one million (\$1,000,000) dollars per incident and in the annual aggregate.

All applicants responding to this RFP are hereby notified that should they be awarded a contract pursuant to this RFP they will be required to name the County as an Additional Insured for coverage listed under Section VIII, subsection c. 2 and 3.

## **IX. Selection Criteria & Form of Contract**

- A. The County will select the Applicant deemed most advantageous to the County. While many factors will be considered (references, perceived ability to perform, and proven ability to perform), the County intends to select the Applicant that they determine is most capable of effectively and competently providing the professional services required under this Contract.
- B. The successful applicant shall execute a contract with the County in a prescribed format that is acceptable to the County. It should also be noted that although the County is undertaking a “Fair and Open” Process, in seeking out qualified candidates for the position of RISK MANAGEMENT CONSULTANT, it is the County’s intention to award this contract as a “Non-Fair and Open” contract pursuant to NJSA 19:44A-20.4 et seq., thereby eliminating the RISK MANAGEMENT CONSULTANT and/or their firm from making reportable campaign contributions.
- C. The RISK MANAGEMENT CONSULTANT contract is for a one year period; however, the County and RISK MANAGEMENT CONSULTANT may mutually agree to a one year extension. The County and/or RISK MANAGEMENT CONSULTANT shall have the right to cancel the contract with 60 days written notice
- D. The County reserves the right to award a Contract, at its sole discretion, for the completion of any or all of the professional services offered by an Applicant in response to this RFP.
- E. The County will select the Applicant, who in the opinion of the County, will be able to execute a Contract with the County within twenty (20) days of the approval of the Contract by the County, and provide all necessary documentation required by the Contract to the County within twenty (20) days.
- F. The County will select the Applicant, who in the opinion of the County, will be able to immediately assign an officer responsible for all services required under the Contract and all necessary support staff upon approval by the County so as to commence the services outlined under the contract.
- G. Any Applicant that submits a Proposal acknowledges that they understand that this is not a bid process. The County will determine the best qualified service provider based upon the Applicant’s proven ability to perform as evidenced by the Applicant’s performance under prior and/or current Contracts that are similar to the Contract being proposed in this RFP. The County retains the right to reject any or all Proposals and to negotiate all terms and conditions, service fees, or any other items included in any proposal received.
- H. The Applicant selected through this process is to understand that they shall be required to comply with any and all requirements imposed by United States and/or New Jersey Code, Statute or Regulation for providers of services to public entities in the State of New Jersey. Such compliance shall include, but not be limited to, the completion of any forms, documents or procedures related to compliance with equal employment opportunity and/or affirmative action.

- I. The County reserves the right to reject any or all proposals, to waive technicalities and to award a contract to the firm offering the most favorable terms in the opinion of the County. All proposals will be evaluated on their total content and not on any one factor. Some of the items to be considered are:
- References
  - Ability to perform
  - Qualifications and experience
  -
- J. At its sole discretion, the County may choose to interview some or all candidates. If selected for an interview, you should clearly set forth your credentials and describe your experience that qualifies you for this position.
- K. The Applicant selected through this process is to understand that they shall be required to comply with the Non-Disclosure Agreement (Exhibit A) as dictated by the BCIC. Specifically, the contract may be voided by the County if the RISK MANAGEMENT CONSULTANT fails to disclose an actual or potential conflict of interest as defined in the BCIC's Bylaws, or in N.J.S.A. 40A:9-22.1 et. seq. (the "Local Government Ethics Laws") and including, but not limited to, any interest, direct or indirect, in any other servicing organization providing services to the County. Any potential respondent to this RFP who cannot comply with this policy is discouraged from submitting a proposal in response to this RFP.

## **STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

P.L.2004, c.57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a public contracting agency.

All bidders must submit a copy of their State of New Jersey Business Registration Certificate prior to award of any contract.

The State Division of Revenue issues Business Registration Certificates. There is no cost to file, and renewal is unnecessary, though changes to information must be submitted.

Information on how a business can obtain a certificate on the Internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

**Part II**

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

**OR**

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

(SKIP TO PART IV)

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

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

**Part III DISCLOSURE OF TEN PERCENT (10%) OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

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

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

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

**Attach additional sheets if more space is needed.**

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

**Part IV Certification**

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

Full Name (Print):			
Signature:			

**CONFLICT OF INTEREST CERTIFICATION**

The undersigned certifies to the Board of County Commissioners of the County of Burlington that, in performing services to Burlington County, he/she knows of no circumstance that would constitute a conflict of interest, financial or otherwise, between himself/herself or his/her firm and the Board, its members or with the interest of the County of Burlington in general. The undersigned further certifies that he/she knows of no circumstances or relationships between himself/herself or his/her firm and third parties that would cause the actual or appearance of a conflict of interest or a compromise of judgment and independence in the performance of the designated services.

The undersigned acknowledges this is a continuing certification and shall remain in effect for the term of the risk management services.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By: \_\_\_\_\_

(REVISED 4/10)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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