

**REQUEST FOR QUALIFICATIONS  
FOR  
CDL DRUG & ALCOHOL MONITOR**

**Issued by the  
Camden County Municipal Joint Insurance Fund**

**Date Issued:  
October 30, 2018**

**Responses Due by:  
November 20, 2018**

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
CDL DRUG & ALCOHOL MONITOR**

**I. PURPOSE AND INTENT**

Through this Request for Qualifications (RFQ), the Camden County Municipal Joint Insurance Fund (hereinafter the "Fund") seeks to engage a Service Provider as **CDL Drug & Alcohol Monitor** for the 2019 Fund Year. This contract will be awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq. and complies with the best practices recommended by Office of the State Controller.

**II. PROPOSAL SUBMISSION**

**Submit one (1) original paper copy, clearly marked as the "ORIGINAL". If needed, we will contact responders after the deadline to request an electronic copy of the response, via email.**

Camden County Municipal Joint Insurance Fund  
c/o PERMA Risk Management Services  
40 Lake Center Executive Park  
401 Route 73 North, Suite 300  
Marlton, NJ 08053  
\*Contains Camden JIF RFQ Response\*

**The proposal must be received by November 20, 2018 at 12:00 p.m.**

**Faxed or E-Mailed proposals will NOT be accepted.**

**Any inquiry concerning this RFQ should be directed in writing to:**

Karen Read, Account Manager  
Camden County Municipal Joint Insurance Fund  
40 Lake Center Executive Park  
401 Route 73 North, Suite 300  
Marlton, NJ 08053  
[kread@permainc.com](mailto:kread@permainc.com)

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

### **III. GENERAL INFORMATION ON THE FUNCTIONS OF THE FUND**

The Fund is organized pursuant to NJSA 40A: 10-36 to provide property/casualty insurance to its member local units. The Fund also provides its members with a comprehensive risk control and claims management program. The Fund is controlled by Board of Fund Commissioners that annually elects an executive committee. The Fund is regulated by the Department of Banking and Insurance and the Department of Community Affairs.

### **IV. MINIMUM QUALIFICATIONS**

See Exhibit A

### **V. SCOPE OF SERVICES**

See "SERVICES" section of the contract attached in Exhibit C, which sets forth a representative listing of the services to be provided under this contract. Responder's fee proposal should be based on the representative listing of services in Exhibit C. To the extent a responder proposes modifications to the services, they should clearly describe the modifications and the impact, if any, on the fee proposal. The Camden County Municipal JIF reserves the right, in the best interests of the Camden County Municipal JIF, to make modifications to the scope of services based upon the RFQ responses received.

### **VI. MANDATORY CONTENTS OF PROPOSAL**

In its proposal, the responder must include the following:

- 1) Contact Information: Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.
- 2) A fee proposal for the 2019 fund year.
- 3) A statement detailing how the responder meets minimum qualifications in Exhibit A. List the first item in the exhibit followed with the specific response, followed with the next item and the response, and so on. Also include a staffing plan listing those persons who will be assigned to the engagement if selected, including the designation of the person who would be the responder's officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information shall further include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the responder.

**The responder must complete the Political Disclosure statement, Non-Collusion Certificate and Disclosure of Investment Activities in Iran attached as Exhibits D, E and F.**

- 4) A description of the responder's experience in performing services of the type described in this RFQ. Specifically identify client size and specific examples of similarities with the scope of services required under this RFQ.

- 5) A description concerning specific and quantifiable cost savings the responder can demonstrate from similar engagements and the rationale why the Fund should consider this experience when evaluating the responder's cost proposal.
- 6) A description of resources of the responder (i.e., background, location, experience, staff resources, financial resources, other resources, etc.).
- 7) The location of the office or offices at which the responder proposes to perform services required under this RFQ. Specifically, the responder must state in its proposal whether or not the responder is registered as a small business enterprise ("SBE") with the New Jersey Commerce and Economic Growth Commission New Jersey's Set-Aside Program.
- 8) At least five references including the contact names, titles and phone numbers.
- 9) Any existing or potential conflicts of interest. Disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Fund.
- 10) Contract will be in accordance with NJAC 17:44-2.2 - which requires all vendors to maintain all documentation related to the services provided for a period of five years from the date of final payment. Records to be made available to the state office of comptroller upon request.

## **VII. EVALUATION COMMITTEE**

The Contracts Committee shall serve as the "Evaluation Committee" for this RFQ.

## **VIII. INTERVIEW & CLARIFICATION**

The Fund reserves the right but has no obligation to interview any or all of the responders and the right to request clarifying information subsequent to submission of the proposal.

## **IX. SELECTION PROCESS AND CRITERIA**

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For responders that satisfy the minimum requirements, the Evaluation Committee will consider the management of the engagement, technical criteria, cost and the experience of the responder. See Exhibit B for the specific evaluation criteria.

## **X. CONTRACT**

The contract between the Fund and the selected vendor(s) shall be comprised the contract attached as Exhibit C, this RFQ, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

## **Exhibit A – Minimum Qualifications**

### **Minimum Qualifications: CDL Drug & Alcohol Monitor**

- a) Experience, qualifications and reputation in the field for the position sought.
- b) Knowledge of the area of expertise for the position  
Experience and knowledge of the Camden County Municipal JIF.
- c) Availability to accommodate any required meeting of the Fund.

## Exhibit B

### EVALUATION CRITERIA

	CRITERIA	WEIGHT	ELIGIBLE POINTS	TOTAL POSSIBLE SCORE		
					POINTS	TOTAL
1	The vendor's general approach to providing the services required under this RFP)	1	1, 3 or 5	5		0
2	The vendor's documented experience in successfully completing contracts of a similar size and scope	3	1, 3 or 5	15		0
3	The qualifications and experience of the vendor's management	3	1, 3 or 5	15		0
4	supervisory or other key personnel assigned to the engagement	3	1, 3 or 5	15		0
5	The overall ability of the vendor to mobilize, undertake and successfully complete the engagement within the timeline	2	1, 3 or 5	10		0
6	The availability and commitment of management, supervisory & other staff proposed.	1	1, 3 or 5	5		0
7	the vendor's contract management plan, including the vendor's contract organizational chart	1	1, 3 or 5	5		0
8	The vendor's ability to match the Funds' existing reporting capabilities, at minimum	2	1, 3 or 5	10		0
9	Pricing	4	1, 3 or 5	20		0
<b>TOTAL SCORE</b>						0

**Exhibit C – Contract**  
**SERVICE AGREEMENT**

Between

**The Camden County Municipal Joint Insurance Fund** hereinafter the **FUND** and

\_\_\_\_\_ hereinafter the **SERVICE PROVIDER**

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

**APPOINTMENT.** The SERVICE PROVIDER is hereby appointed and retained as **CDL Drug & Alcohol Monitor** for the FUND to provide the services detailed in the FUND’s by-laws, plan of risk management, and N.J.A.C. 11:15-2 etc. seq. The term of this appointment shall commence on January 1, 2019 and continue until December 31, 2019. This appointment was made in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. Seq.

**STANDARD PROVISIONS:** Unless otherwise modified in writing, the contract standard provisions adopted by the FUND on March 23, 2015 and included in Exhibit A attached hereto shall apply to this agreement.

**SERVICE PROVIDER REPRESENTATIVES:** The SERVICE PROVIDER's designated representative(s) \_\_\_\_\_

**NOTICE:** Notices under this Agreement shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Camden County Municipal Joint Insurance FUND  
c/o PERMA  
9 Campus Drive – Suite 216  
Parsippany, NJ 07054  
Attn: Executive Director/Administrator

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

- a) Administer the CDL Drug and Alcohol Testing Program in the Camden JIF
  - i. Alcohol / Controlled Substance Program (as per 49 CFR 382 and 49 CFR 40)
  - ii. Policy Revision – New Regulations (Provide Updating as needed)
  - iii. Conduct Refresher Training (Updating Regulatory Changes)
  - iv. Education, Training and Orientation (New clients or not previously trained)
  - v. Supervisor Training (New or not previously trained supervisors)

- b) Testing
  - i. Computerized random alcohol / controlled substance testing
  - ii. On-site collection of HHS-5 Controlled substances testing:
    - a. Post accident
    - b. Return-to-Duty
    - c. Random Testing
    - d. Reasonable suspicion
  - iii. On-site breath alcohol testing
    - a. Post accident
    - b. Return-to-Duty
    - c. Random Testing
    - d. Reasonable suspicion
  - iv. Random testing to be spread reasonably throughout the year. NOTE: 50% for drugs and 24% for alcohol done by 12/31/10
  - v. Monthly Status Reports (List by JIF member the breakdown of employees tested)
- c) Quality Assurance
  - i. QA Report to PERMA/Conner Strong Risk Control (Personnel Certification / Facilities provided)
  - ii. QA Report to PERMA/Conner Strong Risk Control (Blind Specimen Testing completed)
  - iii. Verification of Secure Location (Controlled access to records)

Attend through its designated representative, such meetings of the FUND's Executive Committee as may be requested. In addition, if someone other than the designated representative will be attending the meeting, SERVICE PROVIDER agrees to give notification to the FUND's Executive Director/Administrator no later than five (5) working days prior to the meeting.

**COMPENSATION:** This section to be supplemented after fees are negotiated and a contract is awarded by the FUND

During the term of this Agreement the FUND shall pay the SERVICE PROVIDER in the amount of \$ \_\_\_\_\_ per Commercial Licensed Driver at an amount not to exceed \$ \_\_\_\_\_ to administer the CDL Drug and Alcohol Testing Program.

In addition, the SERVICE PROVIDER will also be reimbursed at an amount not to exceed \$ \_\_\_\_\_ for follow up DOT drug (\$ \_\_\_\_\_ per screen) and breath alcohol testing (\$ \_\_\_\_\_ per test). This follow up testing applies only employees that have tested positive; completed the return-to-duty process and have returned to his/her safety sensitive position.

The SERVICE PROVIDER must submit a duly authorized monthly voucher to the FUND's Executive Director/Administrator at least 10 days prior to the next regularly scheduled meeting of the FUND Commissioners-FUND's Executive Committee.

Also, any unanticipated work assignments outside of the services described in the Services Section must be authorized by the FUND Commissioners-Executive Committee.



Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

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

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

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

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

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

**SPECIAL PROVISION: INDEMNIFICATION AND HOLD HARMLESS:** The Indemnification & Hold Harmless agreement in the standard provisions of the contract is replaced in its entirety the following:

Except where noted below, the SERVICE PROVIDER shall indemnify and hold the FUND, its Commissioners, appointed officials and member municipalities harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the FUND, its Commissioners, appointed officials and member municipalities, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the FUND harmless from same.

Furthermore, the FUND agrees to defend, indemnify, protect, save and keep harmless the SERVICE PROVIDER from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the FUND, which were the direct result of a directive given to the SERVICE PROVIDER by the FUND.

**IN WITNESS WHEREOF**, this Agreement has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, for the purposes and the term specified herein.

CAMDEN COUNTY MUNICIPAL  
JOINT INSURANCE FUND

SERVICE PROVIDER

\_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_

INSERT STANDARD WORDING



## **Camden County Municipal Joint Insurance Fund Members**

Borough of Audubon  
Borough of Audubon Park  
Borough of Barrington  
Borough of Bellmawr  
Borough of Berlin  
Berlin Township  
Borough of Brooklawn  
Camden City Parking Authority  
Cherry Hill Township  
Cherry Hill Fire District  
Borough of Chesilhurst  
Borough of Clementon  
Borough of Collingswood  
Borough of Gibbsboro  
Gloucester City  
Haddon Township  
Borough of Haddonfield  
Borough of Hi-Nella  
Borough of Laurel Springs  
Borough of Lawnside  
Borough of Lindenwold  
Borough of Magnolia  
Borough of Medford Lakes  
Borough of Merchantville  
Borough of Mount Ephraim  
Borough of Oaklyn  
Borough of Pine Hill  
Borough of Pine Valley  
Borough of Runnemede  
Borough of Somerdale  
Borough of Tavistock  
Voorhees Township  
Winslow Township  
Borough of Woodlynne

# Exhibit E

## NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF

I \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

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

I am \_\_\_\_\_

Of the firm of \_\_\_\_\_

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

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

\_\_\_\_\_  
(N.J.S.A. 52:34-15)

(Name of Contractor)

\_\_\_\_\_  
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

Day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public of

My commission expires:

## Exhibit F

### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Page 1 of 2

Bid Name: \_\_\_\_\_

Bid Due Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

#### **PART 1:**

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

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

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

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

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

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

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

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

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

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

**PART 3: CERTIFICATION SIGNATURE:**

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

\_\_\_\_\_  
**Signature** \_\_\_\_\_ **Print Name**

\_\_\_\_\_  
**Title** \_\_\_\_\_ **Date**