

**REQUEST FOR QUALIFICATIONS  
FOR  
EXECUTIVE DIRECTOR**

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

**Date Issued:  
August 19, 2020**

**Responses Due by:  
September 23, 2020**

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
EXECUTIVE DIRECTOR**

**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 **Executive Director** for the 2021, 2022 and 2023 fund years commencing January 1, 2021 or upon appointment, whichever is later. This contract will be awarded through a fair and open process pursuant to NJSA 19:44A-20.4 et seq. and complies with the best practices recommended by Office of the State Controller.

**II. PROPOSAL SUBMISSION**

**Submit (a) one original paper copy, clearly marked as the “ORIGINAL” plus an electronic copy on a flash drive (preferred) or CD. The proposal must be addressed to:**

**BY MAIL:**

Camden County Municipal Joint Insurance Fund  
c/o PERMA Risk Management Services  
PO Box 99106  
Camden, NJ 08101  
\*Contains Camden JIF RFQ Response\*

**BY FEDEX, UPS OR COURIER SERVICE:**

Camden County Municipal Joint Insurance Fund  
c/o PERMA Risk Management Services  
TRIAD1828 CENTRE  
2 Cooper Street – 18<sup>th</sup> Floor  
Camden, NJ 08102  
\*Contains Camden JIF RFQ Response\*

**The proposal must be received by September 23, 2020 at 2pm**

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

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

Bradford Stokes, Account Executive  
Camden County Municipal Joint Insurance Fund  
c/o PERMA Risk Management Services  
PO Box 99106  
Camden, NJ 08101  
[bstokes@permainc.com](mailto:bstokes@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 2021 fund year. The responder shall also include either a fee proposal for the 2022 and 2023 fund years or a statement that: “The responder agrees it will accept any fee adjustment the Fund makes at the Fund’s sole discretion to Service Provider fees for the 2022 and 2023 fund years reflecting changes in Fund’s membership, changes in economic condition of the Fund’s members and changes in the consumer price index.”
- 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**

### **Executive Director:**

1. The responder shall demonstrate a consistent pattern of providing leadership to joint insurance or self-insured governmental entities and must quantify the results achieved.
2. The responder shall demonstrate experience and knowledge of:
  - a. Management of a governmental entity;
  - b. Regulations of the Department of Banking and Insurance and the Department of Community Affairs;
  - c. The Open Public Records Act and regulations pertaining to the retention of public documents;
  - d. The Public Contracts Act and best practices for procurement of goods and services;
  - e. Workers' compensation, liability and property matters involving governmental entities;
  - f. Financial matters pertaining to joint insurance funds including budgets, assessments, monitoring reports, investments, audit controls, fund year accounting and closed fund year accounting;
  - g. Development of risk management training programs and materials; and
  - h. Legislative and public relations.
3. The responder shall designate the following minimum personnel for the engagement.
  - a. A senior officer who will be designated as Executive Director with experience as an Executive Director for a joint insurance fund or similar experience;
  - b. A senior officer who will be designated as Deputy Executive Director with experience as an Executive Director or Deputy Executive Director for a joint insurance fund or similar experience;
  - c. An officer with experience as Chief Financial Officer of a joint insurance fund or similar experience;
  - d. An officer with experience as the Director of Claims with a joint insurance fund or similar experience;
  - e. An officer with experience as an Assistant Secretary for a joint insurance fund or similar experience; and
  - f. A Director of Budgets and Systems with experience with a joint insurance fund or similar experience;
4. The responder shall have the computer systems required to operate a joint insurance fund including functions for budgets, assessments, monitoring reports, investments, audit controls, fund year accounting and closed fund year accounting;
5. The responder shall not be engaged as or have an interest in a service provider to a joint insurance fund in competition with 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 **Executive Director** 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, 2021 and continue until December 31, 2023. 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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:

Provide the services of at least two senior insurance professionals satisfactory to the **FUND's** Board of Fund Commissioners with at least ten years of insurance experience including, but not limited to, municipal risk management. One senior partner shall serve as Executive Director/Administrator, with the other senior partner or officer serving as Deputy Executive Director/Administrator. The **SERVICE PROVIDER** shall also provide all necessary staff support to the Executive Director/Administrator and Deputy Executive Director/Administrator.

Annually prepare and distribute for the **FUND** a Members' Manual.



During the term of this Agreement, the SERVICE PROVIDER shall provide the services of at least two senior insurance professionals satisfactory to the FUND's Executive Committee with at least ten years of insurance experience including, but not limited to, municipal risk management. One senior partner shall serve as Executive Director/Administrator, with the other senior partner and/or officer serving as Deputy Executive Director/Administrator(s). The SERVICE PROVIDER shall also provide all necessary staff support to the Executive Director/Administrator and Deputy Executive Director/Administrator(s).

**COMPENSATION:** The FUND shall pay the SERVICE PROVIDER for services rendered herein the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) during the contract year based on four members.

Adjustments to compensation for Fund year 2022 and 2023 will be established by the Board of Fund Commissioners at annual reorganization.

Payment shall be made in monthly installments provided the SERVICE PROVIDER submits a duly authorized voucher at least 10 days prior to the next regularly scheduled meeting of the FUND's 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.

It is agreed that new members shall be charged a fee in proportion to the fee charged to current members of the FUND.

The SERVICE PROVIDER may voucher for unanticipated work assignments provided such work has been authorized by the FUND's Executive Committee.

**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:

During the term of this Agreement, the SERVICE PROVIDER shall provide the services of at least two senior insurance professionals satisfactory to the FUND's Executive Committee with at least ten years of insurance experience including, but not limited to, municipal risk management. One senior partner shall serve as Executive Director/Administrator, with the other senior partner and/or officer serving as Deputy Executive Director/Administrator(s). The SERVICE PROVIDER shall also provide all necessary staff support to the Executive Director/Administrator and Deputy Executive Director/Administrator(s).

The SERVICE PROVIDER agrees to provide the following services:

The Administrator shall act as the Executive Director/Administrator to carry out the policies established by the FUND Commissioners/Executive Committee, and to otherwise administer and provide for the day-to-day management of the FUND.

Annually prepare and distribute for the FUND a Members' Manual which shall include, at the very minimum, the following documents: Policy and Procedures Manual, Plan of Risk Management, Coverage Documents, and Fund Bylaws.

Maintain the FUND's underwriting files, prepare budgets, and compile and bill assessments.

Prepare new members' submissions for review by the FUND Commissioners/Executive Committee, and supply underwriting data to FUND professionals as needed.

Maintain the FUND's general ledger and accounts payable.

Coordinate the FUND's meetings, agendas, minutes, elections, and contracts, as well as maintain the FUND's official records and offices.

Prepare request for proposals for services such as claims administration, safety engineering, actuarial, and other areas as deemed by the FUND.

Prepare all filings required by state regulators.

Attend all meetings of the Executive Committee.

Assume overall executive responsibility for the operation of the FUND, except that the Executive Director/Administrator shall not be responsible for the errors and omissions of any other servicing organization except as to generally monitor the compliance of said organization with the directions of the FUND Commissioners/Executive Committee, or performance in accordance with their professional services agreement with the FUND, or the applicable statutes and regulations as to the form and timeliness of said undertakings by the contracted professional.

To professionally perform such other duties as may be determined by the FUND's Executive Committee, by the FUND's Bylaws, N.J.S.A. 40A:10-36 et. seq., and N.J.A.C. 11:15-2 et. seq.

**SPECIAL PROVISIONS RELATING TO COMPENSATION.** The compensation or service fee set forth in Appointment and Special Provisions – Services Clauses of this Agreement includes:

All administrative staff including support staff necessary to assist the FUND Secretary in the taking and dissemination of Minutes and keeping of FUND records.

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 to maintain complete underwriting data on all member municipalities, and compute experience modification factors, budgets and assessments, it being understood that the software 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, however, be the property of the FUND. Upon request of the FUND's Executive Committee, the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the FUND's Executive Committee in either hard copy or on computer tape or disk or both as requested by the FUND's Executive Committee subject, however, to the capability of the SERVICE PROVIDER's computer.

The service fee specified herein does not include expenses for services contracted or items purchased specifically for FUND use, such as FUND letterhead, telephone and postage for "general" mailing and other similar expense, including off premise record storage. All such items shall be subject to reimbursement in accordance with policies established and modified from time to time by the FUND's Executive Committee.

## **SPECIAL PROVISIONS - OTHER OBLIGATIONS.**

The SERVICE PROVIDER will provide all necessary supervision for the FUND in compliance with all applicable laws, rules, regulations and policies governing the administration of the FUND. The SERVICE PROVIDER will act as the representative of the FUND in all matters relating to such administration. The SERVICE PROVIDER shall also advise the FUND's Executive Committee on Risk Management matters, coordinate the activities of other officials appointed by the FUND and report to the FUND's Executive Committee in a timely manner.

**SPECIAL PROVISION: INDEMNIFICATION AND HOLD HARMLESS:** The Indemnification & Hold Harmless section in the Standard Provisions is replaced in its entirety by the following:

As set forth in the FUND's Bylaws, the FUND shall indemnify the SERVICE PROVIDER, its affiliates and subsidiaries for claims arising from an act or omission of said SERVICE PROVIDER, providing the act occurs within the scope of the performance of such individuals' duties as SERVICE PROVIDER.

Such indemnification shall include reasonable cost and expenses incurred in defending such claim. Nothing contained herein shall require the FUND to pay punitive or exemplary damages or damages arising from the commission of a crime by the SERVICE PROVIDER, and the FUND shall not be required to provide for the defense or indemnification of the SERVICE PROVIDER when the act or omission which caused the injury was the result of actual fraud, malice, gross negligence or willful misconduct of the SERVICE PROVIDER.

The FUND agrees to indemnify, protect, save and keep harmless the SERVICE PROVIDER, its affiliates and subsidiaries from any and all loss, cost, damage or expenses arising from:

Any financial obligation to contribute to the FUND's loss payment FUND or provide FUNDS for any payments due municipal member.

The negligent acts or omissions of the FUND and its municipal member.

The execution of policies approved by the FUND.

## **SPECIAL PROVISIONS: CONFIDENTIALITY of PROPRIETARY INFORMATION.**

The Proprietary Information section in the Standard Provisions is replaced in its entirety by the following:

The SERVICE PROVIDER shall not reveal to any third party any information which the FUND has defined as proprietary without the express written consent of the FUND. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with Section III of this agreement.

It is further agreed that SERVICE PROVIDER does not have discretionary authority or discretionary control respecting management of the FUND, does not exercise any authority or control respecting management or disposition of the assets of the FUND and does not render investment advice with respect to any monies of the FUND and has no authority to do so. The full function of SERVICE PROVIDER is to provide the services described herein, and SERVICE PROVIDER shall have absolutely no financial responsibility or other liability for any payment of benefits or to the FUND's fund.

**SPECIAL PROVISIONS: OWNERSHIP OF RECORDS:** The Ownership of Records section of the Standard Provision is amended to include a sentence that reads as follows: SERVICE PROVIDER shall be permitted to retain one copy of all records to the extent the law requires.

**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:

\_\_\_\_\_

**STANDARD PROVISIONS**  
**Adopted by the FUND on January 18, 2006**  
**Amended by the FUND on March 23, 2015**

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

**INDEMNIFICATION AND HOLD HARMLESS:** SERVICE PROVIDER shall indemnify, defend 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, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the FUND harmless from same.

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

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

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

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

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

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., The SERVICE PROVIDER shall be bonded in a form and amount acceptable to the FUND's governing body

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

Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

**POLITICAL CONTRIBUTIONS:** Compliance with the New Jersey Campaign Contributions and Expenditures

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

**TERMINATION:** The FUND may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER. The SERVICE PROVIDER shall have the opportunity for a hearing before the FUND's Executive Committee. The FUND's Executive Committee shall determine whether the reasons for the termination can be amicably and reasonably resolved or whether, in its sole determination, the Agreement shall be terminated. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

**OWNERSHIP OF RECORDS:** All records and data of any kind relating to the FUND shall belong to the FUND, and shall be surrendered to the FUND upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years, from the date of final payment, the FUND, its appointed officials and other designated representatives, as authorized by the FUND, shall have access to records and files maintained by the SERVICE PROVIDER for the FUND during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the FUND are the property of the FUND, regardless of site stored. Information released to the SERVICE PROVIDER by the

FUND for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, Records must be made available to the state office of comptroller upon request.

**PAYMENT:** Payment shall be made in monthly installments (unless otherwise specified), provided the SERVICE PROVIDER submits a duly authorized voucher at least 10 days prior to the next regularly scheduled meeting of the FUND's governing body. Final Payment will be withheld until the vendor's continued service is determined. If the vendor's contract will not be renewed or is terminated – final payment will not be made until all provisions of the contract have been satisfied.

This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & 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 or 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.

**INDEPENDENT CONTRACTOR STATUS:** The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of the FUND. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

**ENTIRE AGREEMENT:** This instrument contains the entire Agreement of the parties hereto and may not be

amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

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

**BINDING ON SUCCESSORS AND ASSIGNS:** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

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

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

**NO WAIVER:** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

**PARTIAL INVALIDITY:** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to the FUND.

**CAPTIONS:** The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

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

**PROPRIETARY INFORMATION:** The SERVICE PROVIDER shall not reveal to any third party any information that the FUND has defined as proprietary without the express written consent of the FUND. In addition, the SERVICE PROVIDER shall promptly advise the FUND upon being interviewed or retained by a prospective new client operating in the field of casualty

insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with THE TERMINATION CLAUSE of this agreement.

**ELECTRONIC MAIL:** The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the FUND and to meet reporting requirements of the Executive Director/Administrator's office. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the Fund Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this contract shall have direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

**AFFIRMATIVE ACTION:**

During the performance of this contract, the SERVICE PROVIDER agrees as follows:

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

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

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

notice in conspicuous places available to employees and applicants for employment.

The SERVICE PROVIDER where applicable, agrees to comply with 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 SERVICE PROVIDER agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The SERVICE PROVIDER agrees to revise any of its testing procedures, if necessary, to assure that all personal 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 applicable employment goals, the SERVICE PROVIDER agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, 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 SERVICE PROVIDER shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The SERVICE PROVIDER shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.





## **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  
City of Camden  
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  
Gloucester Township  
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  
Winslow Township Fire District  
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