

REQUEST FOR PROPOSALS
For
Cyber Security Awareness Training

Issued by the
Camden County Municipal Joint Insurance Fund

Date Issued:
December 10, 2021

Responses Due by:
December 28, 2021
2 p.m.

**REQUEST FOR PROPOSALS (RFP)
FOR
CYBER SECURITY AWARENESS TRAINING**

I. PURPOSE AND INTENT

Through this Request for Proposals (RFP), the Camden County Municipal Joint Insurance Fund (hereinafter the “Fund”) seeks to engage a vendor for Cyber Security Awareness Training for the Fund commencing on or about January 2, 2022. 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”. If needed, we will contact responders after the deadline to request an electronic copy of the response, via email.

By Mail:

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

By UPS, FedEx or Carrier Service:

Camden County Municipal Joint Insurance Fund
c/o PERMA Risk Management Services
TRIAD1828 CENTRE
2 Cooper Street
Camden, NJ 08102
Contains JIF RFQ Response

The proposal must be received by December 28, 2021 at 2:00 p.m.

Faxed or E-Mailed proposals will NOT be accepted.

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

Bradford Stokes, Account Executive
c/o PERMA Risk Management Services
PO Box 99106
Camden, NJ 08101
bstokes@permainc.com
856-552-6816

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 Fund will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Fund reserve the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Fund further reserve the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Fund reserve the right to re-solicit proposals.

III. GENERAL INFORMATION ON THE FUNCTIONS OF THE FUND

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

IV. EXECUTIVE SUMMARY

The successful proposer shall have extensive experience in providing cybersecurity and networking solutions to government, academia as well as commercial customers. The training experience shall include, but not be limited to: network security, cloud security, email security, and endpoint security methodologies to mitigate network vulnerabilities.

It shall be a delivered as a complete Content as a Service (CaaS) per user license with 6 to 8 unique cybersecurity training modules that will cover the basics of cybersecurity readiness. It shall inform member employees of best practices and procedures for the prevention and mitigation of cyber breaches. The successful proposer must demonstrate these capabilities at time of the award and supply a list of referenceable user organizations.

The successful proposer shall have developed interactive courseware and have extensive cybersecurity expertise, and multimedia production capabilities. The successful responder shall provide this cybersecurity training in an online course. In conjunction with training courseware, simulated phishing attacks shall be conducted several times a year to test the proficiency of the users on the information they have learned.

V. MINIMUM QUALIFICATIONS

The successful responder shall be a leading developer of enterprise-wide educational solutions for government, healthcare, education and corporate clients. They should combine a standards-based technology with innovative content development to create engaging, interactive training material in blended learning modules.

The responder shall demonstrate a consistent pattern of providing online cybersecurity training to joint insurance funds or governmental entities and must quantify the results achieved.

They should have a minimum of 5 years' experience providing clients with high-quality video communication and training solutions that are scalable, interactive, browser-based and web-deliverable. The training should have engaging interactivity, lively pacing, and use animated visual metaphors that make difficult material easy to learn.

V. MANDATORY CONTENTS OF PROPOSAL

In its proposal, the firm 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) An executive summary of not more than three pages identifying and substantiating why the vendor is best qualified to provide the requested services.
- 3) A staffing plan listing those persons who will be assigned to the engagement if the vendor is selected, including the designation of the person who would be the vendor'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 should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the vendor.
- 4) A description of the vendor's experience in performing services of the type described in this RFP. Specifically identify client size and specific examples of similarities with the scope of services required under this RFP. The successful responder shall have extensive experience in providing cybersecurity and networking solutions to government, academia as well as commercial customers. The training experience shall include, but not be limited to: network security, cloud security, email security, and endpoint security methodologies to mitigate network vulnerabilities.
- 5) A description of resources of the vendor (i.e., background, location, experience, staff resources, financial resources, other resources, etc.).
- 6) The location of the office, if other than the vendor's main office, at which the vendor proposes to perform services required under this RFP. Describe your presence in New Jersey. Specifically, the vendor must state in its proposal whether or not the vendor is registered as a small business enterprise ("SBE") with the New Jersey Commerce and Economic Growth Commission New Jersey's Set-Aside Program.
- 7) Provide references including the contact names, titles and phone numbers.

- 8) In its proposal, the vendor must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Fund.
- 9) **The responder must complete the Political Disclosure statement, Non-Collusion Certificate and Disclosure of Investment Activities in Iran attached as Exhibits C, D & E.**
- 10) Fee Proposal shall be included. The Camden County Municipal JIF is comprised of 35 municipalities, 2 fire districts and 1 parking authority. Attached in Exhibit F is a listing of member entities and their full & part time personnel. Note all have access to entity email. Since the JIF does not know the exact number of users to be trained, **proposers shall submit an annual fee based on a per user price with pricing bands based on the number of users** - including any price breaks or quantity discounts available.

VI. CONTRACT

The service agreement/contract between the Fund and the selected vendor(s) shall be comprised of the sample contract attached as **Exhibit B**, this RFP, and any clarifications or addenda thereto, the selected vendor's proposal, and any other changes mutually agreed to by the parties that are not inconsistent with this RFP or applicable laws and regulations.

VII. EVALUATION COMMITTEE

The Fund's Contracts Committee shall serve as the "Evaluation Committee" for this RFP.

VIII. INTERVIEW & CLARIFICATION

The Fund reserve 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 Contracts Committee will consider the management of the engagement, technical criteria, cost and the experience of the responder. See **Exhibit A** for the specific evaluation criteria.

EXHIBIT A

EVALUATION CRITERIA

CAMDEN COUNTY MUNICIPAL JOINT INSURANCE FUND						
RFP EVALUATION FORM						
	CRITERIA		WEIGHT	ELIGIBLE POINTS		
				choose one	POINTS	TOTAL
a	Experience, Qualifications and reputation in the field for the position sought		5	1 thru 5		
b	Knowledge of the area of expertise for the position and Experience & Knowledge of Joint Insurance Funds		5	1 thru 5		
c	The vendor's general approach to providing the services required under the RFP		1	1 thru 5		
d	Designated professional and support staff and location of firm's offices		3	1 thru 5		
e	References in general and in particular from municipal property casualty joint insurance fund where the professional or contractor has provided similar services as sought in the		5	1 thru 5		
f	Schedule of fees for services rendered and expenses.		3	1 thru 5		
	TOTAL SCORE					
	RANK					

EXHIBIT B

**SAMPLE SERVICE AGREEMENT
SERVICE AGREEMENT**

Between

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

(Name of Professional Service Provider) 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 **Cybersecurity Awareness Training** 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 _____ and continue until _____. 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 January 17, 2006 with revisions adopted by the **FUND** on January 19, 2011 and revisions adopted by the **Fund** on July 21, 2015 and included in Exhibit A attached hereto ("**Standard Provisions**") shall apply to this agreement. To the extent that any provision or terms of this agreement conflicts with the **Standard Provisions**, the terms of the agreement shall control.

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

NOTICE: Notices under this Agreement shall be sent to:

Name / Address of Service Provider

Camden County Municipal Joint Insurance Fund
c/o PERMA Risk Management Services
PO Box 99106
Camden, NJ 08101
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 cybersecurity training and education modules on a spectrum of cyber topics. If requested in the future, services can be provided for training and education modules from concept through delivery while aligning with the stated goals and objectives. The total training solution should use “best in class” technology. The successful responder shall be able to support the system with in-house capabilities.

The Cybersecurity Education System shall be hosted online by the successful responder in a state of the art hosting facility with appropriate backup systems. It shall be based on a common core set of material designed to motivate the learner to develop cybersecurity critical thinking skills. As proven by Khan Academy and other institutions, people e-learn better when they can focus on small pieces of information that the mind can digest easily. It shall use the bite-size conceptual knowledge building process or “chunking” approach to learning. The course shall provide a practical understanding of cybersecurity risks.

Based on accepted pedagogy, it shall have the capability to create branching scenarios with immediate feedback to review results of the users decision making. The course shall take advantage of teachable moments in an effort to increase impact and behavioral imprinting. Using this as a roadmap, educational elements may be developed as a series of interactive content pages. When the audience of this training is introduced to characters and narrative development, they will form subtle emotional ties to the material that helps keep them engaged as well as improve retention.

The Courseware shall include a course designed with knowledge checks to increase periodic learner retention of the material presented. The high-level topics that will be covered in this course are:

- **Passwords**
Learn to create powerful passwords and tips and tricks on how to vary them across different sites.
- **Data Security**
Explain the types of data classifications. Define data spillage. List methods to protect restricted data.
- **Email (Phishing, Ransomware, Impersonation and Identity Theft)**
Identify best practices for protecting your information while using the web. Define the three most common types of email scams and learn what to do if you are affected. Describe methods for protecting your identity from cyber criminals and what criminals are after.
- **Mobile Security**
Understand the 3 types of information hackers are looking for on your phone and the many ways you can protect yourself for unwanted hackers.

Customizable to municipal /organizational branding, as well as the ability to display a video introduction by executive leadership of that organization to reinforce the message. This shall be done in an effort to accommodate each member organization in the JIF. Since cybersecurity risks are constantly evolving, the successful responder shall include a minimum of one semi-annual update to cybersecurity content as part of this agreement.

Simulated Phishing Exercises—In conduction with training courseware, simulated phishing attacks will be conducted several times a year to test the proficiency of the users on the information they have learned.

Reports and Assessment—Reports will be sent to the administrator after each attack so that appropriate action can take place for each users requiring enforcement training. Included in the price are unlimited user course reviews to ensure user compliance.

There shall be no degradation in system operation or added system latency with the addition of up to 5,000 simultaneous users.

Deliverables and Cost

Learning Management System (LMS) Setup and Reporting

Successful responder will brand the course with appropriate organizational logo for JIF Members. Set up the LMS for online courseware access, tracking, and reporting by the successful responder will be accommodated using an Excel document format with employee names and email addresses supplied by each JIF member organization.

The LMS shall have the ability to easily upload an MS Excel document to load initial employee information.

Monthly status reports with course completion status by employee name and date shall be supplied to the member organization by the successful responder. This includes the capability for tracking of employee progress and course completion.

Dashboard reporting capabilities for proactive management of the system by the member organization's administrator.

Milestones

The successful responder shall have the ability to provide a Cybersecurity Readiness Online Course through a Learning Management System in no more than 30 days from contract award. The course will take approximately 90 to 120 minutes to complete all modules. The final product will be available for use on an external server provided and supported by the successful responder on a 24 hour a day 7 day a week basis.

This shall include a client support service level agreement (SLA) for system user organizations. It shall be available 9 AM to 5 PM Monday through Friday.

The final deliverables will include:

Task #	Description	Delivery Date
Task 1	Delivery of 6-8 modules consisting of a minimum of a 90 to 120 minute Cybersecurity Online Training Course. Including cloud hosting.	Within 30 business days of award
Task 2	Customer Support (SLA) (included in per user cost)	Upon system availability for a period of 1 year

Terms and Conditions

The successful responder shall offer the JIF a Content as a Service (CaaS) license for 6 unique cybersecurity readiness modules, informing employees of the best practices and procedures for the prevention and mitigation of cyber breaches.

Payment is due net 30 days from LMS accessibility. The initial contract period starts when the LMS is accessible and shall be for one year (365 days). Through mutual consent, the JIF and the successful responder shall have the ability to extend the hosted course licenses for 4 additional one year option periods. If the JIF would like to add additional licenses for the courses, it will be sold in blocks of licenses and shall take full advantage of any user band discounts in the submitted pricing model. This will be adjusted annually. The successful responder must demonstrate these capabilities at time of the award and supply a list of referenceable user organizations to confirm successful past performance.

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.

**EXHIBIT D
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 and Central Jersey 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

(Name of Contractor) (N.J.S.A. 52:34-15)

(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 E

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** _____

**EXHIBIT F
MEMBER EMPLOYEE COUNT**

Reporting Unit Name	<u>Full Time</u> <u>Emp</u>	<u>Part Time</u> <u>Emp</u>
AUDUBON	52	53
AUDUBON PARK	1	16
BARRINGTON	38	111
BELLMAWR	77	70
BERLIN BOROUGH	44	60
BERLIN TOWNSHIP	44	58
BROOKLAWN	14	34
CAMDEN PARKING AUTHORITY	20	4
CAMDEN CITY	399	160
CHERRY HILL	367	130
CHERRY HILL FIRE DISTRICT	123	53
CHESILHURST	10	31
CLEMENTON	30	49
COLLINGSWOOD	77	89
GIBBSBORO	12	26
GLOUCESTER	117	53
GLOUCESTER TWP	330	83
HADDON HEIGHTS	31	54
HADDON TOWNSHIP	54	115
HADDONFIELD	65	69
HI-NELLA	6	19
LAUREL SPRINGS	15	13
LAWNSIDE	26	25
LINDENWOLD	91	37
MAGNOLIA	32	102
MEDFORD LAKES	26	32
MERCHANTVILLE	23	64
MOUNT EPHRAIM	23	25
OAKLYN	32	33
PINE HILL	41	28
PINE VALLEY	1	14
RUNNEMEDE	44	83
SOMERDALE	41	40
TAVISTOCK	-	5
VOORHEES	192	74
WINSLOW	198	53
WINSLOW TWP FD	28	11
WOODLYNNE	14	30
	2,738	2,006