

**REQUEST FOR QUALIFICATIONS  
FOR  
MANAGED CARE PROVIDER**

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

**Date Issued:  
August 16, 2023**

**Responses Due by:  
September 20, 2023**

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
MANAGED CARE PROVIDER**

**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 **Managed Care Provider** the 2024, 2025 and 2026 fund years commencing January 1, 2024 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 one (1) original paper copy, clearly marked as the “ORIGINAL”, along with one (1) copy. If needed, we will contact responders after the deadline to request an electronic copy of the response, via email. 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 20, 2023 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)  
856-552-6816

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 2024 fund year. The responder shall also include either a fee proposal for the 2025 and 2026 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 2025 and 2026 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, Statement of Ownership Disclosure and Prohibited Activities in Russia-Belarus & Iran Investment Activities attached as Exhibits D, E, F & G.**

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 Review 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: Managed Care Organization**

1. The responder shall demonstrate a consistent pattern of providing care services to joint insurance funds or self-insured governmental entities for workers' compensation claims and must quantify the results achieved.
2. The responder shall demonstrate experience and knowledge of:
  - a. Regulations of the Department of Banking and Insurance and the Department of Community Affairs;
  - b. The Open Public Records Act as it pertains to claims matters;
  - c. Workers' compensation matters involving New Jersey governmental entities; and
  - d. Relations with claims adjusters as well as excess and reinsurers.
3. The responder must designate the following minimum personnel:
  - a. An officer with experience in managed care for workers' compensation claims; and
  - b. A nurse case manager with experience in workers' compensation claims; and
4. The responder shall have the computer systems required to provide the Executive Director with the claims related data required operate a joint insurance 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 **Managed Care Provider** 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, 2024 and continue until December 31, 2026. 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  
PO Box 99106  
Camden, NJ 08102  
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:

Perform all of the services as outlined in the **SERVICE PROVIDER**'s proposal to provide workers' compensation managed care services. If there is a conflict between the **SERVICE PROVIDER**'s proposal and the request for proposal, the request for proposal shall be binding.

Establishment and maintenance of an adequate network of hospitals, physicians, laboratories, and other appropriate facilities, available 24 hours a day, seven days a week.

Provide notification, within one business day, to the **FUND**'s TPA of all new losses.



Aside from initial or emergency evaluations, authorize no medical treatment without prior verification of compensability with the FUND's TPA.

Healthcare provider and facility credentialing.

Pre-authorization (approval or denial) of all medical treatment. This would include notification to the FUND's TPA of this determination for the purpose of payment, claims reserves and assessments.

Establishment and maintenance of treatment standards and protocols in accordance with the proposal. This would include appropriate peer review of treatment plans as deemed necessary.

Concurrent reviews and discharge coordination for inpatient hospitalization.

Clear, concise, and objective medical reporting, including timely and accurate completion of the standardized forms for initial and follow-up office visits and development of full treatment plans.

Require complete documentation of all provider bills to justify payment through the FUND's TPA.

Reprice all provider billings at the discounted rate, and provide both the provider and the FUND's TPA with an explanation of benefits indicating the approved payment for service rendered. Turnaround time on bill repricing and EOB distribution should not exceed five (5) working days.

Coordinate and notify the FUND's TPA of early return to work, or modified duty situations as they may arise. This would include coordination with the member municipality, physician, and employee.

Advise the FUND's TPA of all expected and actual return to work dates within two (2) days of receipt of the knowledge thereof.

Report all suspected fraudulent activity to the FUND's TPA and Executive Director/Administrator.

Provide monthly reports detailing the activity of the SERVICE PROVIDER in formats mutually agreeable to the SERVICE PROVIDER and the FUND.

Complete cooperation with all audits requested or performed by the FUND or its designee.

Meet, as needed, with the FUND's TPA or member authorities to ensure and maintain strong communication and working relationships.

In accordance with N.J.A.C. 11:15-2.26, the **SERVICE PROVIDER** shall handle to conclusion all claims and other obligations reported (not incurred) during the contract term.

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

Adjustments to compensation for Fund year 2025 and 2026 will be established by the Board of Fund Commissioners at annual reorganization.

Payment shall be made in monthly installments equal to one twelfth (1/12), which shall currently become due within thirty (30) days of the close of the month provided the SERVICE PROVIDER submits a duly authorized voucher to the FUND's Executive Director/Administrator at least ten (10) days prior to the next regularly scheduled meeting of the FUND's Executive Committee.

This payment schedule is subject to approval by the Department of Insurance and Department of Community Affairs.

In the event of cancellation of this Agreement, the **SERVICE PROVIDER** will continue to handle all pending claims to conclusion without any additional fee.

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 this Agreement includes the following special provisions:

All administrative staff, including support staff, necessary to perform the duties required hereunder.

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 and all software provided by the SERVICE PROVIDER for the FUND's use are understood as being, 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 Board of Fund Commissioners, Executive Director/Administrator, the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the FUND's Board of Fund Commissioners, or Executive Director/Administrator in either hard copy or on computer tape or disk, or both, as the FUND's Board of Fund Commissioners 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:

The SERVICE PROVIDER shall indemnify and hold the FUND, its Commissioners, appointed officials and member authorities, and the officers, staff and employees of all the aforesaid, harmless from any and all claims or liabilities, losses, lawsuits, judgments and expenses, including reasonable attorneys fees, 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 authorities, and the officers, staff and employees of all the aforesaid, 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.

The FUND will hold the SERVICE PROVIDER harmless from any responsibility for the payment of any services rendered by its providers, whether the same are approved or not. The SERVICE PROVIDER shall not in any way be deemed an insurer, underwriter or guarantor with respect to any benefits payable by the FUND.

**IN WITNESS WHEREOF**, this Agreement has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 Haddon Heights  
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  
Township of Pennsauken  
Borough of Pine Hill  
Borough of Runnemede  
Borough of Somerdale  
Borough of Tavistock  
Voorhees Township  
Winslow Township  
Winslow Township Fire District  
Borough of Woodlynne



**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will 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 contractor or subcontractor, where applicable, will send to each labor union or representative or 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

The contractor shall submit to the public agency, after notification of award 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 contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Camden County Municipal Joint Insurance Fund, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



# Exhibit E

## NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF

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

\_\_\_\_\_  
(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 G**

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

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

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

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

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

**Part II**

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

**OR**

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

Full Name (Print):		Title:	
Signature:		Date:	

## **Exhibit G**

### **Prohibited Russia-Belarus Activities & Iran Investment Activities**



# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

## Part 1: Certification

### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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 party.

## CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	