

**REQUEST FOR PROPOSALS FOR LITIGATION MANAGEMENT SERVICES FOR THE
NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND
2018**

PART I

Instructions To Vendors

This is a 23-page document. Please be sure to read each and every page, including, without limitation, all attachments.

Please note: the terms “firm”, “provider”, “contractor”, “proposer”, “vendor” and “respondent” may be used interchangeably throughout this document.

1.0 PURPOSE

The intent of this Request For Proposals and resulting contract is to obtain a qualified legal firm to provide litigation management services for the New Jersey Counties Excess Joint Insurance Fund (hereinafter the "Fund"), under the direction of the General Counsel of the Fund.

Firms responding to this Request For Proposals should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

Despite any language contained herein to the contrary, this Request For Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which the Fund may choose a contractor(s) that best meet(s) its needs. It is the Fund’s intent that no statutory, regulatory, or common law bidding requirement apply to this Request For Proposals. The Fund intends to award this contract pursuant to N.J.S.A. 40A:11-5(1)(a)(i).

Official Fund documents are available from the Fund as described herein at no cost to the vendor. Potential proposers are cautioned that they are proposing at their own risk if a third party supplied this document that may or may not be complete. The Fund is not responsible for third party supplied RFP documents.

2.0 BACKGROUND INFORMATION

The New Jersey Counties Excess Joint Insurance Fund was established in 2010 pursuant to N.J.S.A. 40A:10-36 et seq., which permits local units to join to form a joint insurance fund. Currently, nine counties are members of the Fund. These counties are Camden, Gloucester, Union, Burlington, Cumberland, Hudson, Mercer, Atlantic and Ocean. It is expected that Monmouth County will become a member of the Fund in the year 2018 bringing membership to ten counties.

The Fund adopted the County of Camden's Request For Proposals policy and RFP boilerplate for the procurement of professional services. The provisions of said policy are incorporated herein by reference. The specific extent and character of the professional services to be performed shall be subject to the general control and approval of the New Jersey Counties Excess Joint Insurance Fund.

The Fund is seeking to obtain the services of a qualified experienced legal firm to provide litigation management services. The selected firm should be ready and able to assume responsibility for a complex litigation matter immediately and for any additional matters as may be needed upon notice from the Fund. The specific extent and character of the litigation management services to be performed shall be subject to the general control and approval of the Fund's General Counsel as directed by the Fund Commissioners.

3.0 COMPLIANCE WITH LAWS

The successful firm(s) shall comply with all applicable federal, state and local statutes, rules and regulations.

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

4.1 SUBMISSION OF PROPOSALS

Five (5) copies of the Proposal, INCLUSIVE OF ALL INFORMATION required in Part II, Proposal Requirements should be provided. Proposals must be provided to the Camden County Division of Purchasing, Courthouse - 17th Floor, 520 Market Street, Camden New Jersey, 08102. Proposals are scheduled to be opened on **Tuesday April 24, 2018 at 11:00 a.m.** Any proposals received after said opening whether by mail or otherwise, will be returned unopened. Proposals should be provided in a sealed envelope with the title of the RFP clearly marked on the outside. It is recommended that each proposal package be hand delivered. The County assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, telephone, or e-mail is NOT PERMITTED.

Final selection of firm(s) shall be made by the New Jersey Counties Excess Joint Insurance Fund by formal resolution. A contract for services will be provided by the Fund.

4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS

Any questions regarding this Request For Proposals must be made in writing to Laura J. Paffenroth, Assistant County Counsel, Office of County Counsel, Courthouse - 14th Floor, 520 Market Street, Camden, New Jersey 08102. 856-225-2127. laura.paffenroth@camdencounty.com

4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS

Addenda/revisions to this Request For Proposals shall be provided to all firms who have received this Request For Proposals.

4.4 ACCEPTANCE OF OFFER

The signed proposal shall be considered an offer on the part of the offeror. Such offer shall be deemed accepted upon execution of a signed contract.

5.0 INSURANCE

Prior to commencing work under contract, the successful firm(s) shall furnish the County with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the County and rated appropriately through A.M. Best. Firms must give the County a thirty-day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request For Proposals and provide proof of same by supplying a certificate of insurance naming the County as additional insured with the signed contract. The notice to proceed and/or purchase order will not be issued by the County until the certificate of insurance is provided with the signed contract.

5.1 PROFESSIONAL LIABILITY

Lawyers' professional liability insurance in an amount adequate to cover all services detailed herein.

5.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey;

5.3 GENERAL LIABILITY

\$1,000,000.00 per occurrence/ \$3,000,000.00 aggregate for bodily injury and property damage.

5.4 AUTO LIABILITY

\$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

6.0 INDEMNIFICATION

The firm shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the New Jersey Counties Excess Joint Insurance Fund, and its member entities: the County of Camden, County of Gloucester, County of Burlington, County of Union, County of Cumberland, County of Hudson, County of Mercer, County of Atlantic, County of Ocean, County of Monmouth, and each and all of its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

7.0 MISCELLANEOUS REQUIREMENTS

- 7.1** The Fund will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request For Proposals. Emphasis should be on completeness and clarity of content.
- 7.2** The contents of the proposal submitted by the successful firm(s) and this Request For Proposals may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the Fund.
- 7.3** Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.
- 7.4** The Fund reserves the right to reject any and all proposals received by reason of this Request For Proposals, or to negotiate separately in any manner necessary to serve the best interests of the Fund.
- 7.5** Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Fund.
- 7.6** The selected firm(s) shall be required to comply with the requirements of the Americans with Disabilities Act (see attached language and with the requirements of P.L. 1975, c. 127 (see attached affirmative action language) and submit an employee information report

or certificate of employee information report approval. This requirement will be addressed upon execution of agreement.

- 7.7** The selected firm(s) shall be required to complete the Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (see attached certification) prior to the commencement of services. This requirement will be addressed upon execution of agreement.
- 7.8** All responses to this Request For Proposals shall be subject to public scrutiny in accordance with New Jersey statutes, rules, and regulations.
- 7.9** Any contract for services shall be subject to the availability and appropriation of sufficient funds for this purpose annually.
- 7.10** Contracts awarded pursuant to this Request For Proposals may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the Fund.
- 7.11** The selected firm(s) shall be prohibited during the term of its contract from representing any individual or entity in any matter in which an adverse party is the Fund or any of its member Counties, or County Boards of Chosen Freeholders, or any member County Prosecutor, member County Sheriff, member County Row Officer, member County Authority or Agency or Boards thereof, or any officers, employees, departments or subdivisions of any of the aforementioned or in any matter which, in the sole discretion of the Fund, shall constitute a conflict of interest or shall have the appearance of impropriety.
- 7.12** All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.13, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission (“ELEC”) if, during the calendar year, they receive a contract(s) in excess of \$50,000 from public entities, including the Fund or its member Counties. It is the Firm’s responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.
- 7.13** All Firms are further advised that effective September 1, 2004, c. 7 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid or RFP. ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR FUND CONTRACTS MUST

PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID OR RFP IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID OR PROPOSAL. (see also Part II, Section I, herein).

7.14 APPROVAL AND CERTIFICATION OF BILLING STATEMENT:

Authorization for payment of periodic billing, final payments or retainage monies requires approval and certification by formal resolution of the Fund. Pursuant to P.L. 2006, c. 96, all billing amounts due under a contract with the successful Firm and all required purchasing documents must be received at least ten (10) days in advance of the next scheduled public meeting of Fund for the month in which payment is requested. Approved and certified amounts due will be paid during the Fund's subsequent payment cycle.

7.15 Regardless of any language to the contrary, the Fund shall not be responsible for the payment of any interest or late fees.

7.16 N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS:

(a) Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

(b) As of November 15, 2010, all covered entities shall insert the following language in any new contract:

"(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

8.0 CRITERIA FOR EVALUATION OF PROPOSALS

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

8.1 Proven record of experience in providing the services detailed herein.

8.2 Ability to provide services in a timely manner.

8.3 Personnel qualifications (i.e., resumes of key personnel who will be responsible for and assigned to the work).

8.4 Location of office and availability of personnel.

8.5 Understanding of the services requested (including completeness and clarity of submission), and qualitative nature of the services proposed.

8.6 Cost of services (i.e. price proposal).

9.0 TERM & TERMINATION

Term of agreement shall be one year commencing May 1, 2018 to April 30, 2019.

The Fundy may terminate the agreement for any reason upon thirty (30) days written notice to the firm. In this event, the Fund shall only be responsible for payment up to the effective date of termination.

PART II PROPOSAL REQUIREMENTS

FORMAT

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. MBE/WBE Tracking Information
- I. State Contractor Business Registration Program
- J. Debarment Certification
- K. Schedule of Allowable/Unallowable Expenses for certain services (**Not Applicable to this RFP**)
- L. Disclosure of Investment Activities in Iran - **must complete, sign and return with RFP**

All sections are to be addressed and specifically referenced.

The following explains what we expect in each of the major sections.

SECTION A - SCOPE OF SERVICES

The Fund is requesting the following Litigation Management Services:

Primarily responsible for the overall management of complex lawsuits filed against the organization, including providing the following and any other related services:

- Communicating with retained outside counsel on topics including but not limited to litigation updates and litigation strategy.
- Assisting outside counsel in discovery and trial preparation as may be needed, including case staffing, witness preparation and other activities.
- Managing the course of litigation to minimize legal costs and organizational exposure.
- Assessing outside counsel billing, fees, and guideline compliance.
- Reviewing, evaluating, negotiating, and settling non-litigated matters and claims.
- Working with the Fund's third-party administrator and insurance carriers on successful resolution of covered claims and lawsuits.
- Reviewing legal documents related to claims (releases, stipulations, etc.).

Please note: The Fund's current third-party administrator is Amerihealth Casualty Services, located in Philadelphia, PA.

SECTION B - RESUME

This section shall address areas as outlined:

1. Name and address of your firm and the corporate officer authorized to execute agreements.
2. Briefly describe your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
3. Describe in general your firm's regional, statewide, and local service capabilities.
4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the Fund and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the Fund.
5. Provide a listing of local governmental clients with which you have similar contracts; include the name, address and telephone number of the contact person.

6. Provide example of your firm's insurance coverage as set forth in Part I, Section 5 of this RFP. (Proof of coverage is required of the selected firm)
7. Provide a statement of assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have an impact on your firm's operations.

SECTION C - FACILITIES

This section should address areas as outlined:

1. **OFFICE LOCATIONS**
 - a. For your firm's facilities which are located closest to Camden County and Burlington County, New Jersey, provide:
 1. The location(s).
 2. Firm personnel assigned to location(s).
 3. The activities of the firm performed at location(s).
 - b. For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office. Firms where all activities are performed at one location should leave this paragraph blank.

SECTION D - CONFLICT OF INTEREST

This section should disclose any potential conflicts of interest that the firm may have in performing these services for the Fund.

SECTION E - FEES

This section should address:

1. The proposed hourly rate for the services to be provided.
2. Any fees for non-hourly costs or services which would be chargeable to the Fund.

Note: The Fund reserves the right to negotiate with any or all vendors meeting the evaluation criteria set forth herein. Negotiations will be conducted in accordance with the County of Camden Request For Proposals policy, as authorized by the Fund, Resolution No.: 23-10, adopted February 25, 2010.

SECTION F - FORM OF CONTRACT/AMENDMENT OF CONTRACT

1. The Fund will supply the form of contract which will incorporate the terms and conditions of the within document and the successful proposer's proposal, fees and costs. Proposer may not vary the material terms of this document or include its own version of a contract with its proposal.
2. Contracts awarded pursuant to this Request For Proposals may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the Fund.

SECTION G - OTHER INFORMATION

This section is for any further pertinent data and information not included elsewhere in the RFP and found necessary by your firm.

VENDORS ARE REQUIRED TO USE THE FUND'S FORMS AND SHALL NOT RECREATE IN ANY WAY THE FORMS PROVIDED WITH THIS RFP. FAILURE TO USE THE FUND'S FORMS OR ADDING TO, AMENDING, ALTERING, OR REVISING THE FUND'S FORMS, INCLUDING, BUT NOT LIMITED TO, CONVERTING THE FUND PDF TO A WORD DOCUMENT, SHALL BE CAUSE FOR REJECTION OF VENDOR'S PROPOSAL

Pursuant to Resolution No.: 23-10, adopted February 25, 2010, the Fund adopted the Camden County Request For Proposals Policy and template for use for publicly advertised professional services and bid exempt services under N.J.S.A. 40A:11-5 Exceptions. Accordingly, the wording "Camden County" as noted on the following forms, should be interpreted to mean "**New Jersey Counties Excess Joint Insurance Fund**"

Important Note: Please complete the following sections and return them with your response to this Request For Proposals.

SECTION H - MBE/WBE TRACKING INFORMATION

Definitions:

A **Minority Business Enterprise (MBE)** is defined in the Camden County Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by minority group members". Minority group members are defined in the Camden County Affirmative Action Plan as "persons who are Black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan Natives"

A **Women Business Enterprise (WBE)** is defined in the Camden County Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by women".

Using the definitions above, please check the following space which best describes your firm:

___ **Minority Business Enterprise (MBE)**

___ **Women Business Enterprise (WBE)**

___ **Neither**

NAME OF FIRM: _____

ADDRESS: _____

DATE: _____

SECTION I – STATE CONTRACTOR BUSINESS REGISTRATION PROGRAM

Effective September 1, 2004, P.L. 2004, c. 57 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. (see attached sample Business Registration Certificate). Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid or RFP. **ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR COUNTY CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID OR RFP IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID OR RFP.** Questions regarding this law may be directed to the New Jersey Department of Taxation. To obtain a Business Registration Certificate go to: www.state.nj.us/treasury/revenue

The County strongly recommends that all vendors provide their BRC (and BRC's for each subcontractor) with submission of bids or RFP's.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

SAMPLES OF BUSINESS REGISTRATION CERTIFICATIONS

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the

basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

AMERICANS WITH DISABILITIES ACT Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County 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 County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, 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 County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County 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 County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County 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 this agreement or otherwise at law.

SECTION J

CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, titled Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

I am _____ of the firm _____
(Your Title) (Name of Your Organization)

(Address of Your Organization)

CHOOSE THE FOLLOWING

- () A. I hereby certify on behalf of _____ that
(Name of Your Organization)
neither it nor its principals are debarred, suspended, proposed for
debarment, declared ineligible, or voluntarily excluded from
participation in this transaction by any federal department or
agency.
- () B. I am unable to certify to any of the statements set forth in this
certification. I have attached an explanation to this form.

(Signature)

Type Name & Title

Date: _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (USDOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal” “proposal”, and “voluntary excluded”, as used in this clause, have the meanings as set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the USDOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant's in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the USDOL may pursue available remedies, including suspension and/or debarment.

SECTION K – Not applicable to this RFP

Camden County
Exhibit of Allowable & Unallowable expenses

Camden County follows OMB Circular A-122 for determining allowable and unallowable costs. Certain allowable costs covered under OMB A-122 are allowable with conditions as specified below. All Costs deemed unallowable in OMB A-122 are unallowable by the County.

The Following is an example of allowable and unallowable costs.

Item of Costs	Allowable	Unallowable	With Conditions
Advertising	x		
Alcoholic Beverages		x	
Bad Debts		x	
Banking Fees	x		Note 1
Car Allowance		x	
Communications	x		Note 2
Donations		x	
Employee Morale	x		Note 3
Entertainment Costs		x	
Fines/Penalties		x	
Good or Services for personal use		x	
Meetings & Conferences (In House)	x		Note 4
Membership	x		Note 5
Participant Incentives	x		Note 6
Participant support costs.	x		Note 7
Staff Meals		x	
Taxes	x		Note 8
Transportation	x		
Travel	x		Note 9

Note 1 – The following banking fees are not allowable: ATM usage fees, late charges, overage fees.

Note 2 - Proper documentation must be kept to determine program usage.

Note 3 - Example of employee morale is in house publications, health clinics & recreational activities. Costs are allowable if incurred with established practice, reasonable, equitably distributed to all activities and offset by income earned.

Note 4 – Cost associated with meeting and conferences hosted by the Sub recipient are allowable with the following condition: Costs for meals must receive pre-approval as well as facility costs. Attendance to out of state conferences must have pre-approval.

Note 5 – Business Memberships and subscriptions are allowable. Costs of membership in any country club, social or dining club or organization are unallowable.

Note 6 – An example of participant incentives would include gift cards or lunches/dinner for positive behavior or reaching program goals. Participant incentives are allowable if the agency has set policy and procedures identifying the reward system which must be pre-approved by the county. Please refer to the county's gift card policy attached to and made a part hereof.

Note 7 – These costs include stipends or subsistence allowances, travel allowances and registrations fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects and are allowable as direct costs with the prior approval of the awarding agency. Costs associated with participant support require proper documentation detailing the participants along with itemized receipts.

Note 8 - Taxes from which exemptions are available are unallowable for example sales tax for nonprofit organizations.

Note 9 – Local travel will be reimbursed at the agency mileage rate not to exceed the federal mileage rate. Out of state travel costs must be pre-approved by the granting agency. Lodging, meals and incidental costs must not exceed the rates outlined in the Federal Per Diem guidelines.

Camden County
Gift Card Policy & Procedure – Not applicable to this RFP

1. Purchase gift cards as needed.
2. Maintain a log which includes date purchased, type of gift card (store/visa), amount, bar code ID number, issued to, issued by.
3. Receipt of gift card signature form which will include – Participants name, reason for giving gift card, date received, type of gift card, amount, the bar code number, signature and print of received by and issued by.
4. Copy front/back of gift card.
5. Attach copy of the gift card to the receipt.
6. Originals should be maintained and copies sent with reimbursement request.
7. The costs of service or activation fee for gift cards is unallowable.

SECTION L
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf>

Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification and return it with the RFP will render a bidder's proposal non-responsive and the RFP will be rejected.** If the Director finds a person or entity to be in violation of law, s/he 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 party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. 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: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN - add additional sheets if necessary.

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, engaging in the investment activities in Iran outlined above by completing below:

Name of Entity: _____; Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____; Contact Phone: _____

Sign Certification - next page

SECTION L - continued

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER: _____

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, that the County of Camden is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County 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 County of Camden, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____