

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES

**City of Somers Point
1 West New Jersey Avenue
Somers Point, New Jersey 08244**

Position: Risk Management Consultant
Period of: January 1, 2025 through December 31, 2025

By responding to this RFQ the Professional warrants that he or she has read the General Notice of Solicitation for Requests for Qualifications that has been published concurrently with this specific request and the he or she is aware of and agrees to any conditions described therein.

All RFQ's must be received by the City Administrator no later than 11:00 AM November 15th, 2024 at which time they will be publicly opened, announced and recorded in City Hall by the Administration Department.

The City of Somers Point is seeking professional service proposals from qualified firms to provide RISK MANAGEMENT CONSULTING SERVICES to the CITY OF SOMERS POINT as pertains Property and Casualty coverage provided by the ACM JIF.

The RFQ must be in a sealed envelope, clearly marked on the outside as "Qualifications for 2025 Risk Management Consultant Services".

1 HARD COPY and 1 DIGITAL COPY IN PDF FORMAT ARE REQUIRED

All statements of qualifications for professional service contracts shall address at a minimum the following information:

1. Professional's basic qualifications for the position.
2. Identification of the person who will be primarily responsible for the required services and provide a description of the experience of the primary person with projects and issues similar to those that will be undertaken by the City of Somers Point.
3. Identification of persons who will serve as backup to the primary person.
4. Identification the business address of key staff that will be responsible for providing services under the contract.
5. Description of staffing.
6. Description of previous experience, specifically in the State of New Jersey.
7. Description of specific familiarity with the services required by the City of Somers Point.
8. Description of insurances and limits including Commercial General Liability Insurance, Automobile Insurance, Workers Compensation Insurance, and Professional Liability Insurance. (The successful candidate will provide an acceptable Certificate of Insurance and endorsement with specific language to be provided by the City, naming the City, its agents and representatives as additionally insured.)
9. A compensation proposal.
10. A list of references including the names, addresses and telephone numbers of persons who can verify experience and record of success.

Please Note:

All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.). The CITY OF SOMERS POINT shall not be responsible for any costs associated with the oral or written presentation of the proposals. The CITY OF SOMERS POINT reserves the right to reject any and all responses, with or without cause, or waive any irregularities or informalities in the proposals. The CITY OF SOMERS POINT further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all applicants submitting responses. In the event that all proposals are rejected, the CITY OF SOMERS POINT reserves the right to re-solicit for proposals.

I. General Background & Purpose

The NAME OF CITY OF SOMERS POINT (hereafter referred to as CITY) is a member of the Atlantic County Municipal Joint Insurance Fund (ACM JIF).

The ACM JIF commenced operations on January 1, 1987 with a membership of seven (7) municipalities. The ACM JIF was formed as a self-insurance pool and operates under the authority of N.J.S.A. 40A: 10-6 et seq. and related regulatory authority of the New Jersey Department of Banking and Insurance, N.J.A.C. 11:15-2.1 et seq. The ACM JIF has grown to forty-one (41) members today. The ACM JIF is subject to and must operate in compliance with the provisions of the "Local Fiscal Affairs Law" (N.J.S.A. 40A: 5-1 et seq.), the "Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), and regulations including but not limited to (N.J.S.A. 5:34) and the Open Public Meetings Act (N.J.S.A. 10:4-12).

The ACM JIF was formed as a long-term vehicle through which member municipalities seek to stabilize their insurance related expenditures through "pooling" and the application of various risk management techniques. These techniques include pooled retention of the working layer of claims, enhanced safety and loss prevention, and group purchase of necessary administrative services including claims administration and legal defense counsel.

Coverage afforded through the ACM JIF includes Property, General Liability (including Police Liability), Automobile Liability, Employment Practices/Public Officials Liability, Cyber Liability, and Workers' Compensation. The ACM JIF retains the first **\$500,000** per General, Automobile and Workers' Compensation claim and **\$100,000** per Property claim. The ACM JIF pools its resources with other New Jersey Joint Insurance CITY OF SOMERS POINTs through an excess pool known as the Municipal Excess Liability Joint Insurance Fund (MEL) that provides coverage beyond the ACM JIF retention. The ACM JIF is a member of the NJ Cyber Risk Management Joint Insurance Fund, which provides Cyber Liability coverage and various risk management services to its members. The ACM JIF also provides it members with Public Official's and Employment Practices Liability coverage purchased in the commercial market. Finally, the ACM JIF is a member of the Environmental Risk Management Joint Insurance Fund, which provides Environmental Impairment Liability and various risk management services to its members.

Of primary importance to the MUNICIPALITY is a firm that is familiar with the local operations of CITY OF SOMERS POINT with a thorough understanding and mastery of municipal risk as well as the programs and services provided through the ACM JIF.

II. RISK MANAGEMENT CONSULTANT - Applicant Requirements

The **RISK MANAGEMENT CONSULTANT**:

- A. Shall be a New Jersey licensed Property and Casualty insurance producer who has demonstrated prior experience in the management of public insurance risks.
- B. Shall demonstrate knowledge of the ACM JIF Programs and Services.
- C. Shall demonstrate knowledge of CITY OF SOMERS POINT's operations and exposures.
- D. Provide that its officials, officers, employees and appointees shall cooperate with the Fund, the Fund Attorney, Claims Administrator and any designated Defense Attorney in the defense of all claims, including any procedures established by the Executive Committee for the handling of claims, Notices of Claims and litigation.

- E. Advise the CITY OF SOMERS POINT on risk management matters and the appropriateness of coverage or optional coverage offered by the ACM JIF;

III. Minimum Services

The Role of the RISK MANAGEMENT CONSULTANT is to provide Professional Risk Management services to the CITY OF SOMERS POINT as follows:

- A) The Consultant shall assist the CITY OF SOMERS POINT in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
- B) The Consultant shall assist the CITY OF SOMERS POINT in understanding and selecting the various types of coverage and limits available from the Atlantic County Municipal Joint Insurance Fund.
- C) The Consultant shall review with the CITY OF SOMERS POINT any additional types of coverage that the Consultant believes the CITY OF SOMERS POINT should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the CITY OF SOMERS POINT.
- D) The Consultant shall assist the CITY OF SOMERS POINT in the preparation of applications, statements of value and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.
- E) The Consultant shall review the CITY OF SOMERS POINT's annual assessment as prepared by the Fund, and shall assist the CITY OF SOMERS POINT in the preparation of its annual insurance budget.
- F) The Consultant shall review the loss and engineering reports for the CITY OF SOMERS POINT and shall assist the Safety Committee in its loss containment objectives within the CITY OF SOMERS POINT.
- G) The Consultant shall attend and actively participate in the CITY OF SOMERS POINT's Safety Committee activities and meetings and shall present information to the Safety Committee on Safety related topics.
- H) The Consultant shall attend the CITY OF SOMERS POINT's Member Accident Review Panel meetings and assist the CITY OF SOMERS POINT in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the CITY OF SOMERS POINT in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the CITY OF SOMERS POINT in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall review the CITY OF SOMERS POINT's loss data on a regular basis and prepare reports to the CITY OF SOMERS POINT on recent losses, open claims, and loss trends.
- L) The Consultant shall assist the CITY OF SOMERS POINT by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- M) The Consultant shall assist the CITY OF SOMERS POINT and Fund professionals in the annual renewal process including the gathering and verification of exposure data.
- N) The Consultant shall order Certificates of Insurance from the Fund.
- O) The Consultant shall review Certificates of Insurance received by the CITY OF SOMERS POINT.
- P) The Consultant shall review proposed contracts between the CITY OF SOMERS POINT and organizations and contractors to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- Q) The Consultant shall evaluate and advise the CITY OF SOMERS POINT on the risk management aspects of public events being staged or sponsored by the CITY OF SOMERS POINT.

- R) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- S) The Consultant shall respond to questions regarding coverage from the CITY OF SOMERS POINT's officials.
- T) The Consultant shall actively attend and participate on the Fund Subcommittees as authorized by the Fund Bylaws.
- U) The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.
- V) The Consultant shall execute and file with the CITY OF SOMERS POINT, as part of this agreement, and the Executive Director's office a copy of the Atlantic County Municipal Joint Insurance Fund Confidentiality Agreement.
- W) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the CITY OF SOMERS POINT outlining the CITY OF SOMERS POINT's Insurance and Safety Program.
- X) The Consultant shall perform any other services required by the Fund's Bylaws.

IV. Fees:

The fee for this contract has been established by the CITY OF SOMERS POINT as outlined in herein. The CITY OF SOMERS POINT is not seeking competitive pricing proposals. Instead the CITY OF SOMERS POINT is seeking proposals from qualified firms/individuals that can provide the services established in **Section VII** below.

For 2024, the CITY OF SOMERS POINT compensates the existing RISK MANAGEMENT CONSULTANT an annual fee of **3% of Annual Assessment** for all services. It is anticipated that the CITY OF SOMERS POINT will pay the RISK MANAGEMENT CONSULTANT a fee equal to or greater than _____ in (2025).

V. Proposals

Written proposals are being requested from applicants (firms) qualified to perform all required services. Proposals should outline what the firm will do for the CITY OF SOMERS POINT in all areas of service requested. All proposals should include, at a minimum, the following:

A. Narrative

Provide a narrative setting forth your ability to provide the services outlined in Sections IV and V of this RFQ.

B. Knowledge of Risk:

Describe your knowledge and experience with applicable coverage particularly:

- Property
- Liability (Including Police and Elected Officials)
- Automobile
- Workers' Compensation

B. Experience:

- 1) Demonstrate a minimum of five (5) years of experience as a Risk Management Consultant within the ACM JIF or a minimum of five (5) years' experience as a Risk Management Consultant for a CITY OF SOMERS POINT in a MEL affiliated Joint Insurance Fund.
- 2) Demonstrate familiarity with and knowledge of:
 - ORIGAMI Exposure System
 - ACM JIF **Safety** Programs including but not limited to:
 - ✓ Role of MUNICIPAL Safety Coordinator
 - ✓ Functioning of the MUNICIPAL Safety Committee
 - ✓ Optional Safety Program
 - ✓ Safety Incentive Program
 - ✓ MEL Safety Institute
 - ACM JIF **Claims** Programs including but not limited to:

- ✓ Role of MUNICIPAL Claims Coordinator
- ✓ Transitional Duty Programs
- ✓ Accident Investigation
- ACM JIF **Risk Management** Programs including but not limited to:
 - ✓ TULIP Program
 - ✓ Model Contract Provisions
 - ✓ EPL Helpline
 - ✓ EPL Risk Management Program
 - ✓ ACM JIF Website
- ACM JIF **Reports** including but not limited to:
 - ✓ Loss Ratio Reports
 - ✓ Loss Control Reports
 - ✓ Monthly Agenda Packet tracking reports

C. **Qualifications:**

You should clearly set forth your credentials and describe your experience that qualifies you for this position by describing experience with similar engagements by the individual who will actually be providing the Consulting services to the CITY OF SOMERS POINT. Include a resume of the individual indicating active membership in any professional organizations. Include a listing of clients with their contact names, addresses, and telephone numbers.

VIII. Additional Mandatory Submittal Requirements

In submitting its response to this RFQ, the Applicant acknowledges that it has reviewed, understands, and will comply with all the CITY OF SOMERS POINT's mandatory contract requirements. In addition, the Applicant shall comply with the following additional provision(s):

A. **NJ Business Registration Certificate:**

All proposals are required to provide a copy of their NJ Business Registration Certificate.

B. **Insurance License:**

All proposals are required to provide a copy of NJ Property & Casualty Insurance License for principal(s) assigned to perform work under this contract.

C. **Proof of Insurance** All applicants are required to submit proof of existing insurance coverage and limits as follows:

1. Workers' Compensation (Statutory) - in compliance with the Compensation Law of the State of New Jersey, which shall include the Other States Endorsement specifically providing for benefits payable under New Jersey State Law.
2. General Liability - With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars.
3. Automobile Liability Insurance - With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.
4. Errors and Omissions - A minimum limit of liability of one million (\$1,000,000) dollars per incident and in the annual aggregate.

All applicants responding to this RFQ are hereby notified that should they be awarded a contract pursuant to this RFQ they will be required to name the CITY OF SOMERS POINT as an Additional Insured for coverage listed under Section VIII, subsection c. 2 and 3.

VI. Selection Criteria & Form of Contract

The City of Somers Point and/or its appropriate board or commission will evaluate qualifications submitted for

professional service contracts on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

- A. The CITY OF SOMERS POINT will select the Applicant deemed most advantageous to the CITY OF SOMERS POINT. While many factors will be considered (references, perceived ability to perform, and proven ability to perform), the CITY OF SOMERS POINT intends to select the Applicant that they determine is most capable of effectively and competently providing the professional services required under this Contract.
- B. The successful applicant shall execute a contract with the CITY OF SOMERS POINT in a prescribed format that is acceptable to the CITY OF SOMERS POINT. It should also be noted that although the CITY OF SOMERS POINT is undertaking a “Non-Fair and Open” Process, in seeking out qualified candidates for the position of RISK MANAGEMENT CONSULTANT, it is the CITY OF SOMERS POINTS’ intention to award this contract as a “Non-Fair and Open” contract pursuant to NJSA 19:44A-20.4 et seq., thereby eliminating the RISK MANAGEMENT CONSULTANT and/or their firm from making reportable campaign contributions.
- C. The RISK MANAGEMENT CONSULTANT shall be considered an appointed official and shall serve until January 1 of the following year, or until a successor is duly appointed; however, the CITY OF SOMERS POINT and RISK MANAGEMENT CONSULTANT may mutually agree to two one year extensions. The CITY OF SOMERS POINT and/or RISK MANAGEMENT CONSULTANT shall have the right to cancel the contract with 30 days written notice.
- D. The CITY OF SOMERS POINT reserves the right to award a Contract, at its sole discretion, for the completion of any or all of the professional services offered by an Applicant in response to this RFQ.
- E. The CITY OF SOMERS POINT will select the Applicant, who in the opinion of the CITY OF SOMERS POINT, will be able to execute a Contract with the CITY OF SOMERS POINT within fourteen (14) days of the approval of the Contract by the CITY OF SOMERS POINT, and provide all necessary documentation required by the Contract to the CITY OF SOMERS POINT within fourteen (14) days.
- F. The CITY OF SOMERS POINT will select the Applicant, who in the opinion of the CITY OF SOMERS POINT, will be able to immediately assign an officer responsible for all services required under the Contract and all necessary support staff upon approval by the CITY OF SOMERS POINT so as to commence the services outlined under the contract.
- G. Any Applicant that submits a Proposal acknowledges that they understand that this is not a bid process. The CITY OF SOMERS POINT will determine the best qualified service provider based upon the Applicant’s proven ability to perform as evidenced by the Applicant’s performance under prior and/or current Contracts that are similar to the Contract being proposed in this RFQ. The CITY OF SOMERS POINT retains the right to reject any or all Proposals and to negotiate all terms and conditions, service fees, or any other items included in any proposal received.
- H. The Applicant selected through this process is to understand that they shall be required to comply with any and all requirements imposed by United States and/or New Jersey Code, Statute or Regulation for providers of services to public entities in the State of New Jersey. Such compliance shall include, but not be limited to, the completion of any forms, documents or procedures related to compliance with equal employment opportunity and/or affirmative action.
- I. The CITY OF SOMERS POINT reserves the right to reject any or all proposals, to waive technicalities and to award a contract to the firm offering the most favorable terms in the opinion of the CITY OF SOMERS POINT. All proposals will be evaluated on their total content and not on any one factor. Some of the items to be considered are:
 - References
 - Ability to perform
 - Qualifications and experience

- J. At its sole discretion, the CITY OF SOMERS POINT may choose to interview some or all candidates. If selected for an interview, you should clearly set forth your credentials and describe your experience that qualifies you for this position.
- K. The Applicant selected through this process is to understand that they shall be required to comply with the **Non-Disclosure Agreement (Attachment B)** as dictated by the ACM JIF. Specifically, the contract may be voided by the CITY OF SOMERS POINT if the RISK MANAGEMENT CONSULTANT fails to disclose an actual or potential conflict of interest as defined in the ACM JIF's Bylaws, or in N.J.S.A. 40A:9-22.1 et. seq. (the "Local Government Ethics Laws") and including, but not limited to, any interest, direct or indirect, in any other servicing organization providing services to the CITY OF SOMERS POINT. Any potential respondent to this RFQ who cannot comply with this policy is discouraged from submitting a proposal in response to this RFQ.
- L. Experience and reputation in the field.
- M. Knowledge of the City of Somers Point and the subject matter to be addressed under the contract.
- N. Conformance with any specific requirements of this RFQ.
- O. Availability to accommodate any required meetings of the agency.
- P. Compensation proposal.
- Q. Other factors if demonstrated to be in the best interest of the City of Somers Point.

The City of Somers Point and/or its appropriate board or commission reserves the right to make multiple awards for similar services in connection with this request for qualifications if necessary to meet the needs of the City.

ATTACHMENT A

**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.**

ATTACHMENT B

**ATLANTIC COUNTY
MUNICIPAL JOINT INSURANCE FUND
NON-DISCLOSURE AGREEMENT WITH
RISK MANAGEMENT CONSULTANTS**

WHEREAS, the Atlantic County Municipal Joint Insurance Fund (FUND), in order to properly discharge its duties and obligations, must consider and discuss the particulars of personal injury, workers' compensation, and other types of claims against member local units;

WHEREAS, the discussions of claims against member local units, the evaluation of the factual and legal issues relating to said claims, and discussions relating to settlement, liability, authority and other items surrounding said claims must address matters that, by their very nature, must be treated in a confidential manner in order to best respect the privacy of individuals involved and/or to preserve the tactical and strategic defense of actual and/or pending litigation arising out of said claims; and

WHEREAS, discussion relating to said claims may take place at meetings of the Fund Commissioners, meetings of the Executive Committee, meetings of the Claims Committee, or directly with one or more of the officials, Fund Professionals, authorized defense attorneys designated by the Fund and/or representatives of the local unit involved; and

WHEREAS, other discussions may take place in closed sessions relating to personnel, legal and investment strategies, the evaluation of potential new members and/or other topics that are permitted for closed session discussion, and

WHEREAS, the undersigned will, from time to time, participate in the consideration, evaluation, and discussion of claims and have access to other confidential information, including but not limited to claims data and Fund financial data, in order to assist the FUND and to represent the local unit (s) upon whose behalf the Risk Management Consultant (RMC) is acting.

NOW, THEREFORE, I, the undersigned, hereby specifically agree as follows:

1. I will not disclose any matter discussed in any closed session, claims meeting, committee meeting or other event in which I participate or which is set forth in any document made available to me or which is discussed with me by any person on behalf of the FUND and/or its participating local units, to any person or entity not authorized by the Atlantic County Municipal Joint Insurance Fund to receive that information.

2. I acknowledge that, by virtue of my position, I have a fiduciary relationship to the local unit (s) for which I perform RMC services and, by extension, I owe a duty to the FUND to best protect its member local units' rights, privileges, defenses and the like surrounding any claims

ACMJIF

RMC Non-Disclosure Agreement

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discussions in which I may be involved, and that I am bound by the following standards:

a. Neither I nor any member of my immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of my responsibilities to the member local unit (s) on whose behalf I am acting and to the FUND;

b. I shall not use or attempt to use my position or the information that I receive through my position to secure unwarranted privileges or advantages for myself or others;

c. I shall not act in my official capacity in any matter where I, a member of my immediate family, or a business organization in which I have an interest, has a direct or indirect financial or personal involvement that might reasonably be expected to impair my objectivity or independence or judgment;

d. I shall not undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice my independence of judgment or the exercise of my responsibilities to the member local unit which I represent and to the FUND;

e. Neither I nor any business organization in which I have an interest shall represent any person or party other than the member local unit (s) that I represent and the Atlantic County Municipal Joint Insurance Fund in connection with any claim against the member local unit (s) which I represent and the FUND;

f. I shall not use, or allow to be used, my position, or any information not generally available to the members of the public which I receive or acquire by reason of my position as an RMC for a member local unit (s) and the FUND for the purpose of securing financial gain, directly or indirectly, for myself or for any other person;

3. I will use caution and discretion in the storage and/or disposal of any information or documents received, directly or indirectly, by me or by virtue of my relationship to the member local unit and the FUND.

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RMC Non-Disclosure Agreement

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4. I hereby recognize that, by virtue of my position as an RMC for a member local unit, I am not entitled as a right to participate in any or all discussions of claims relating to the member local unit (s) I represent or any other confidential discussions. I understand that the decision to allow me to partake in any of the discussions referred to previously in this document is a privilege granted by the FUND and may be revoked or limited in the sole discretion of the FUND or any Committee thereof. I understand that the FUND and its Committees shall have a right to bar me from discussion of any claims or other confidential matters for any reason and will do so in the event I violate any of the aforementioned standards. I also recognize that, by virtue of my position, I may acquire knowledge relating to local units other than the local unit (s) that I represent and, accordingly, I agree to be bound by this document in relation to any such information I may acquire.

5. In the event of a violation of this agreement by me, I recognize that I may be subject to punishment, sanctions, dismissal, and/or penalties, or a combination of same, imposed by the local unit on whose behalf I am acting, and I further recognize that the Atlantic County Municipal Joint Insurance Fund may ask the local unit to take such action.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date set forth below:

(Print Name) (Title) (Date)

(Signature) (Company Name)

(Fund Chair) (Date)

(Fund Administrator) (Date)

City of Somers Point
1 West New Jersey Avenue
Somers Point, NJ 08244

General Notice of Solicitation for Requests for Qualifications

Notice is hereby given that pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (New Jersey Pay to Play Law), the City of Somers Point, County of Atlantic and State of New Jersey is seeking Requests for Qualifications for Professional Services to be provided to the City of Somers Point, the Somers Point Planning Board and the Somers Point Zoning Board for the period of January 1, 2025 through December 31, 2025.

Requests for Qualifications (RFQ's) are on file in the Office of the City Clerk, Somers Point City Hall, 1 West New Jersey Avenue, Somers Point, New Jersey 08244.

RFQ's are solicited for the following professional services:

- a) Bond Attorney
- b) City Engineer
- c) City Solicitor
- d) Counsel On Affordable Housing Matters Planner
- e) Labor Attorney
- e) Municipal Accountant
- f) Municipal Prosecutor
- g) Municipal Planner
- h) Planning Board Solicitor
- i) Planning Board Engineer
- j) Public Defender
- k) Risk Management Consultant
- l) Sewer Utility Engineer
- m) Special Counsel for Redevelopment and/or Council On Affordable Housing Matters
- n) Tax Appeal Attorney
- o) Zoning Board Solicitor
- p) Zoning Board Engineer

By submitting a response, the Candidate acknowledges that, during the performance of the contract, the Candidate shall agree to comply with the Mandatory Equal Opportunity requirements of N.J.S.A. 10:5.31 et. Seq. (P.L. 1975, C.127). See Attachment A to the RFQ.

By submitting a response, the Candidate acknowledges that, during the performance of the contract, to the maximum extent allowed by law, the Candidate shall agree to indemnify and hold Harmless the City and/or its nominees, and their respective elected officials, officers, agents, volunteers and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein or the use of municipal facilities which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or part by the Candidate's negligent act or omission, or that of a subcontractor or anyone employed by them or for whose acts the Candidate or subcontractor of the Candidate may be liable. This indemnification and agreement shall apply in all instances whether the City and/or its nominees is made a direct party to the initial action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

All responses must be received by the City Clerk no later than 11:00 AM on November 15th 2024 at which time they will be publicly opened, announced and recorded in the City Council Chambers. Proposals for the Planning Board and Zoning Board will be forwarded to the Administrator of the Boards.

All questions concerning this notice must be addressed to Jason Frost, City Administrator at (609) 927-9088, extension 128.

As part of the review process, the City of Somers Point and/or its appropriate board or commission may ask selected candidates to provide a formal presentation to the City Council and/or its appropriate board or commission for consideration.

The City of Somers Point and/or its appropriate board or commission has the right to reject any and all responses in part or in their entirety. Also, the City of Somers Point and/or its appropriate board or commission expressly reserves the right to waive any informalities, irregularities or minor defects in the responses received.

Posted: 11/15/24