REQUEST FOR PROPOSAL FOR

MANAGED CARE SERVICES FOR THE

ATLANTIC COUNTY INSURANCE COMMISSION

SUBMISSION DEADLINE AT WHICH TIME PROPOSALS WILL BE OPENED IS

DATE: Friday, September 25, 2026
TIME: 11:00 A.M.

ADDRESS ALL PROPOSALS TO:

NAME: **N. Lynne Hughes, County Counsel and Counsel to the Atlantic County Insurance Commission**
ADDRESS: **1333 Atlantic Avenue, 8th Floor**
Atlantic City, NJ 08401

REQUEST FOR PROPOSALS FOR MANAGED CARE SERVICES FOR THE ATLANTIC COUNTY INSURANCE COMMISSION

PART I

Instructions To Vendors

Please be sure to read each and every page, including, without limitation, all attachments.

1.0 PURPOSE

The intent of this Request For Proposals and resulting contract is to obtain the services of Managed Care Services for the Atlantic County Insurance Commission (hereinafter the "Commission"). The term of contract shall be for three (3) years from January 1, 2027 through December 31, 2029.

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 Commission may choose a contractor(s) that best meet(s) the Commission's needs. It is the Commission's intent that no statutory, regulatory, or common law bidding requirement apply to this Request For Proposals. The Commission intends to award this contract pursuant to N.J.S.A. 40A:11-5(m).

2.0 BACKGROUND INFORMATION

The Commission, established on December 9, 2014 by formal resolution of the Atlantic County Board of Chosen Freeholders, now known as the Atlantic County Board of County Commissioners, includes the County of Atlantic, the Atlantic County Improvement Authority (ACIA) and the Atlantic County Utilities Authority (ACUA) as member entities. The Commissioners are appointed by the Atlantic County Executive with the advice and consent of the Atlantic County Board of County Commissioners. The Commission requires Managed Care services as more fully described in the Scope of Services, Part II, Section A. The specific extent and character of the Managed Care services to be performed shall be subject to the general control and approval of the Commission.

3.0 COMPLIANCE WITH LAWS – *Standard Requirements in all Atlantic County RFPs.*

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

The Bidder awarded the contract shall comply with the requirements of the Atlantic County Solid Waste Management Plan and Recycling Plan, adopted in accordance with N.J.S.A. 13:1E-1, *et seq.*, and Atlantic County Ordinances #10 of 2009 and #9 of 2014. The said plans and ordinances specify requirements concerning disposal of solid wastes, along with materials that are identified as either mandatory recyclables or recommended to be recycled.

Commercial and institutional materials identified as mandatory recyclables include (but are not limited to):

- Glass Food & Beverage containers: Clear, Amber, Green
- Newspapers
- Aluminum Beverage Cans
- Office Paper (White, Non-Colored)
- Computer Paper

Additional information regarding compliance with Atlantic County's solid waste and recycling plan requirements is available by contacting the Atlantic County Utilities Authority, Attn: Solid Waste Director, P.O. Box 996, Pleasantville, NJ 08232-0996 (609) 272-6913 (phone) (609) 272-6941 (fax) and on the web at ACUA.com

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

4.1 SUBMISSION OF PROPOSALS

One Original and Six (6) copies of the Proposal, INCLUSIVE OF ALL INFORMATION required in Part II, Proposal Requirements should be provided. Proposals must be provided to the Atlantic County Insurance Commission, c/o N. Lynne Hughes, Counsel for the Atlantic County Insurance Commission, Atlantic County Department of Law, 1333 Atlantic Avenue, 8th Floor, Atlantic City, NJ 08401. Proposals are scheduled to be opened on September 25, 2026. 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 Commission 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 Atlantic County Insurance Commission by formal resolution. Contract(s) for services will be provided by the Commission.

4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS

Any questions concerning this specification must be directed to the Counsel for the Atlantic County Insurance Commission in writing by fax to (609) 343-2373 or email at hughes_lynne@aclink.org.

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.

5.0 INSURANCE

Prior to commencing work under contract, the successful firm(s) shall furnish the Commission 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 Commission. Firms must give the Commission a sixty (60) 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:

5.1 PROFESSIONAL LIABILITY

Professional liability insurance of $1 million per occurrence and $3 million in the aggregate.

5.2 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey.

5.3 GENERAL LIABILITY

$1,000,000.00 per occurrence/$2,000,000.00 aggregate for bodily injury and property damage. The Commission shall be named as an additional insured with respect to general liability.

5.4 AUTO LIABILITY

$100,000.00 per occurrence. $300,000.00 aggregate. 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 selected firm(s) shall defend, indemnify and hold harmless the Commission, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the firm's acts or omissions in connection with this agreement.

7.0 MISCELLANEOUS REQUIREMENTS

7.1 The Commission 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 Proposal. 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 Proposal may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the Commission.

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 Commission 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 Commission. Firms whose proposals are not accepted will be notified.

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 Commission.

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 for 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 Proposal 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 Proposal 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 Commission.

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 Commission, the County of Atlantic, the ACIA and the ACUA (Member Entities), or any officers, employees, departments or subdivisions of any of the aforementioned or in any matter which, in the sole discretion of the Commission, 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 Commission. 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 APPROVAL AND CERTIFICATION OF BILLING STATEMENT: Authorization for payment of periodic billing, final payments or retainage monies require approval and certification by formal resolution of the Commission. Pursuant to P.L. 2006, c. 96, all billing amounts due under a contract with the successful bidder and all required purchasing documents must be received at least ten (10) days in advance of the next scheduled public meeting of the Commission for the month which payment is requested. Approved and certified amounts due will be paid during the Commission's subsequent payment cycle.

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 within the time-frames required by the Commission.

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) including billing method (i.e. per claim, percent of incurred, percent of paid) and life of claim. The Commission prefers a flat-fee pricing structure that encompasses subrogation services, telephonic and field-based nurse case management for complex and catastrophic cases (without cap limitations), and medical bill negotiation for out-of-network claims, including negotiated savings that exceed contracted rates.

8.7 Anticipated expense savings as a result of the managed care network.

The above listed criteria will be evaluated in accordance with the evaluation factors listed on the evaluation factors form which is included in this RFP.

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. Reporting Requirements
H. Other Information
I. Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Tracking Information
J. State Contractor Business Registration Program (Business Registration Certificate)
K. Mandatory Equal Employment Opportunity Language
L. Mandatory Americans with Disabilities Act Language; Certification regarding the debarment, suspension, ineligibility and voluntary exclusion – lower tiered covered transactions; Instructions for Certification
M. Disclosure of Russia/Belarus/Iran Activity
N. Non-Collusion Affidavit
O. Affirmative Action Information
P. Pay to Play Form

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

1. Purpose

The Insurance Commission seeks proposals from qualified service providers to provide Managed Care services in support of its claims administration program. The selected service provider will focus on the coordination of medical care, provider network management, utilization review, case management, and cost-containment strategies. The selected service provider will not be responsible for the direct payment of medical bills, but shall work in close coordination with the Commission's designated Claims Administrator.

2. Scope of Services

The selected service provider shall perform the following Managed Care services:

2.1 Provider Network Management

a. Establish and maintain a credentialed provider network offering cost-effective and quality medical care.
b. Ensure adequate geographic and specialty coverage.
c. Negotiate provider contracts and fee schedules, subject to Commission approval.
d. Monitor provider performance and compliance with Commission requirements.
e. Describe the methodology used to establish provider panel reimbursement rates.
f. Identify the basis of discounts (e.g., percentage below state fee schedule, usual and customary charges, or other standard).
g. Explain how such discounts are shared with the Commission and how administrative or access fees are applied.
h. Provide a clear explanation of how proposed fees align with expected savings and efficiencies.
i. Confirm willingness to negotiate or adapt pricing models to ensure the best value for the Commission and its member entities.
j. Describe how you establish providers that have no current, and will not develop, future conflicts of interest with member entities.

2.2 Utilization Review & Case Management

a. Conduct prospective, concurrent, and retrospective utilization reviews to confirm medical necessity.
b. Provide nurse case management for complex or catastrophic cases.
c. Facilitate communication between providers, claimants, the Claims Administrator, and the Commission.
d. Develop individualized treatment and return-to-work plans as appropriate.

2.3 Pre-Certification & Authorization

a. Provide pre-certification for inpatient admissions, surgeries, and other designated high-cost services.
b. Maintain written protocols to ensure timely response to authorization requests.

2.4 Medical Bill Review & Cost Containment (Advisory Only)

a. Review medical bills for accuracy, coding compliance, and adherence to Commission fee schedules.
b. Recommend payment adjustments to the Claims Administrator.
c. Identify potential fraud, waste, or abuse in billing practices.

2.5 Pharmacy Benefit Management

a. Administer a pharmacy benefit program with negotiated discounts and formulary management.
b. Conduct drug utilization reviews and monitor prescribing practices.
c. Identify any discount programs that are used to control costs.

2.6 Data Reporting & Analytics

a. Provide regular reports on medical costs, provider utilization, treatment outcomes, and case durations.
b. Maintain performance dashboards and analytics to support oversight and compliance.

2.7 Communication & Coordination

a. Coordinate with the Commission's Claims Administrator to ensure continuity of care and alignment of decisions.
b. Provide customer service to claimants, providers, and Commission staff.
c. Ensure compliance with all applicable laws, regulations, and Commission policies.
d. The service provider shall have the ability to work with our current Managed Care Provider in order to retrieve electronic data and/or paper files both current and historical.
e. The service provider will provide managed care services for the Atlantic County Insurance Commission that started January 1, 2015 and thereafter. In addition, the service provider will provide managed care services for all claims and files that were in existence prior to January 1, 2015 which are exclusively Atlantic County claims and referred to as run-off claims.

2.8 Technology & Security

a. Provide a secure, web-based platform for case tracking, medical authorizations, and reporting.
b. Ensure full compliance with HIPAA and all applicable data security and privacy requirements.

3. Performance Standards / Service Level Agreements (SLAs)

The selected service provider shall meet or exceed the following performance requirements:

3.1 Access to Care

a. Provider Network: At least 98% of claimants shall have access to a network provider within 50 miles of residence.
b. Adequate specialty and hospital coverage must be maintained at all times.

3.2 Utilization Review & Authorizations

a. Routine pre-certification requests completed within two (2) business days.
b. Urgent requests completed within 24 hours.
c. Concurrent review completed within one (1) business day.

3.3 Case Management

a. Nurse case manager assigned within three (3) business days of referral for complex/catastrophic cases.

b. Return-to-work plans documented for all eligible cases within ten (10) business days.

3.4 Medical Bill Review (Advisory)

a. Accuracy rate of at least 98% in bill review.
b. Reviews completed within five (5) business days of receipt.

3.5 Pharmacy Benefit Management

a. Generic substitution should be utilized in all cases where clinically appropriate.
b. Prior authorizations completed within two (2) business days.

3.6 Data & Reporting

a. Monthly reports delivered within ten (10) business days after month-end.
b. Error rate in reports less than 2% per reporting period.

3.7 Customer Service

a. Average call hold time not to exceed 90 seconds.
b. Call abandonment rate less than 5%.
c. Claimant/provider satisfaction rating of at least 85% annually.

3.8 Compliance & Security

a. Zero tolerance for HIPAA violations; breaches reported within 24 hours.
b. Online systems must maintain 99% uptime, excluding scheduled maintenance.
c. The selected service provider must agree to abide by all HIPAA regulations and shall sign a Business Service Agreement.
d. The selected service provider must have 100% assurance from medical providers used that said medical provider is not adverse to the Commission or any of its member entities. Being adverse to the Commission or any of its member entities includes acting as an expert witness in a lawsuit for a patient who has sued the Commission or any of its member entities.

4. Enforcement

The Commission reserves the right to monitor and audit the selected service provider's performance. Failure to meet SLAs may result in corrective action plans, financial penalties, or contract termination.

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 Commission and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the Commission.

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 your firm's insurance coverage as set forth in Part I, Section 5 of this RFP.

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.

8. Describe the system that is used by your firm and measures in place to prevent against data breach and that existing claims data can be converted in the TPA Risk Management Information System (RMIS).

9. Please describe what your firm does to stay up to date with regard to regulations and what role, if any, will your firm play in ensuring the Atlantic County Insurance Commission is compliant.

10. Most recent audited financial statements.

SECTION C - FACILITIES

This section should address areas as outlined:

1. OFFICE LOCATIONS

a. For your firm's facilities which are located closest to Atlantic County, New Jersey, provide:
   1. The location.
   2. Firm personnel assigned to this location.
   3. The activities of the firm performed at this location.

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 Commission.

SECTION E – FEES

Provide a detailed proposal for fees chargeable to the Commission. Where applicable provide meeting fees, hourly fees and all costs that may be chargeable to the Commission.

Provide detail of how fees are charged, for example, per claim, percent of incurred or percent of paid and include the lifespan of the claims.

The Commission is open to alternative fee arrangements for its consideration.

The Commission prefers flat fees and no percentage fees of any kind.

Note: The Commission reserves the right to negotiate with any or all vendors meeting the evaluation criteria set forth herein.

SECTION F - FORM OF CONTRACT/AMENDMENT OF CONTRACT

The Commission will supply the form of contract. If your firm has a proposed form of contract, please supply a copy with your proposal.

SECTION G – REPORTING REQUIREMENTS

The successful respondent should have the ability to provide reports in detailed and summary form by member entity (i.e. Atlantic County, Atlantic County Improvement Authority, and Atlantic County Utilities Authority). These reports should include, but not be limited to, number of bills received; number of bills processed and repriced; original billed charges; allowed amount after repricing; total savings realized; average savings percentage; turnaround time for bill review; number of bills with coding edits or disputes.

With regard to the PPO network, reports should include, but not be limited to, network penetration rate; average PPO savings; top provider used in-network vs. out-of-network; network leakage analysis (why bills were out-of-network); and provider utilization trends.

SECTION H - OTHER INFORMATION

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

Important Note: Please complete the following section and return it along with your response to this Request For Proposal.

SECTION I - MBE/WBE TRACKING INFORMATION

Definitions:

A Minority Business Enterprise (MBE) is defined in the Atlantic 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 Atlantic 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 Atlantic 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)

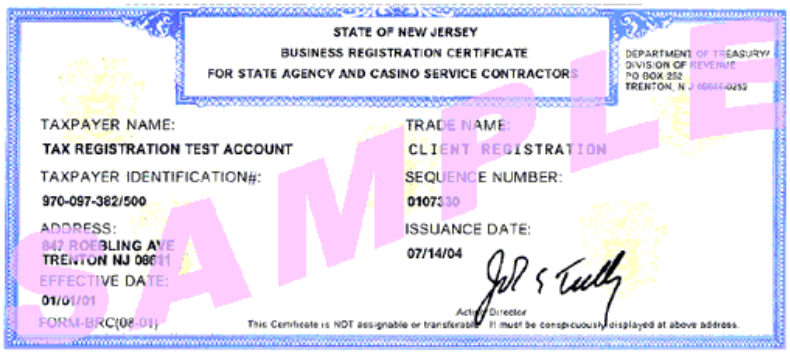
____ Neither

NAME OF FIRM: _____
ADDRESS: _____
_____
DATE: _____

SECTION J
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. ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR COUNTY CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID. 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 Click on: Business Registration & Formation. Click on: Obtain a certificate of registration. Click on: Obtain a certificate online.

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


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 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

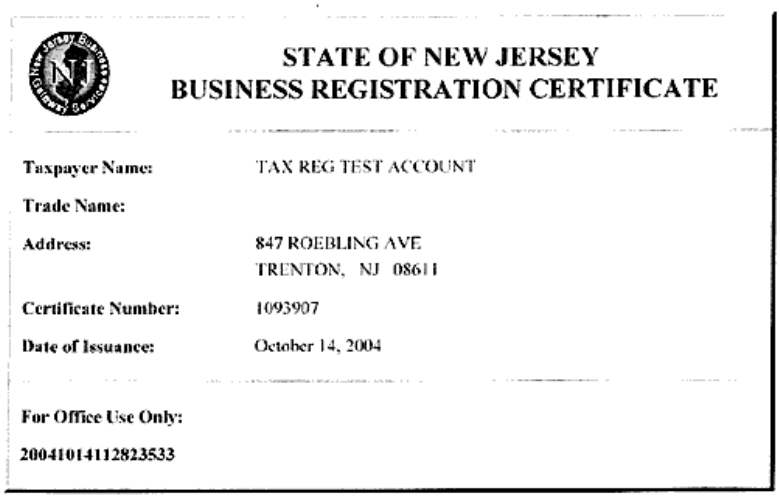
EFFECTIVE DATE:
01/01/01

Acting Director

FORM BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


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

SECTION K
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

i. 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, 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;

ii. 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;

iii. 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;

iv. 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 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.

SECTION L
AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County Commission 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Commission 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 Commission, 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 Commission's grievance procedure, the Contractor agrees to abide by any decision of the Commission, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Commission or if the Commission 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 Commission 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 Commission or any of its agents, servants, and employees, the Commission shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Commission or its representatives.

It is expressly agreed and understood that any approval by the Commission 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 Commission pursuant to this paragraph.

It is further agreed and understood that the Commission 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 Commission from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

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.

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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 prospective participants 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 Nonprocurement 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 M

Disclosure of Russia/Belarus/Iran Activity

See attached form

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

SECTION N.
NON-COLLUSION AFFIDAVIT

State of New Jersey)
) ss

County of _____)

I, _____ 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 herein project, and that I executed the said Proposal with full authority to do so, 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 _____ 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 warrant that no requirement or commitment was made in reference to any political contribution to any party, person, or elected official and that no undisclosed benefits of any kind were promised to anyone connected with County government or any political party in reference hereto.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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
_____

I further warrant and represent that I have never been convicted of or acknowledge nor admitted to any payment of kickbacks or unlawful gifts to any government official or employee for which conduct the _____ deems me disqualified from doing business with _____ under such circumstances.

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and gives supporting testimony on behalf of the prosecution in the course of a judicial inquiry.

SWORN AND SUBSCRIBED TO
BEFORE ME THE _____ DAY
OF _____ 20____

_____
Signature of Notary Public

Notary Public of _____

My Commission Expires _____

_____
SIGNATURE OF AFFIANT

_____
PRINT OR TYPE NAME OF AFFIANT

NC

SECTION O.
AFFIRMATIVE ACTION INFORMATION

Please complete the following:

Company Name _____

1. Our Company has a Federal Affirmative Action Plan Approval:

   YES _____ NO _____

   a. If yes, submit a photographic copy of the Approval

2. Our Company has a New Jersey Certificate of Employee Information Report:

   YES _____ NO _____

   a. If yes, submit a Photographic copy of the Certificate

3. Our Company has neither of the above, therefore send us (check if applicable)

   FORM AA-302 _____ (Service Contracts)
   Affirmative Action Employee Information Report

   FORM AA-201_____ (Construction Contracts)
   Initial Project Workforce Report Construction

I certify that the above information is correct to the best of my knowledge.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

AAI

SECTION P.

Pay to Play Form
See attached form

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON FAIR AND OPEN CONTRACTS
Required pursuant to NJSA 19:44A-20.8
County of Atlantic

Part 1– Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the _____
(name of business entity)

has not made and will not make any reportable contributions pursuant to NJSA 19:44A-1 et seq. that, pursuant to PL 2004, C19 would bar the award of this contract in the one year preceding _____
(date of the award- scheduled for approval of the contract by the Board of Chosen Commissioners)

to any of the following named candidate committee, joint candidates committee; or political committee representing the elected officials of the County Atlantic as defined pursuant to NJSA 19:44A-3(p), (q), and (r).

See attached list of Candidate/Committee Names dated
December 2025
County Commissioners

Part 2 – Ownership Disclosure Certification – Complete this Section

I certify that the list below contains the names and home addresses of all owners holding 10% or more of issues ad outstanding stock of the undersigned

CIRCLE the type of business entity

Partnership Corporation Sole Proprietorship Subchapter S Corporation

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	**Home Address**

Part 3 – Signature and Attestation: Complete sign and have notarized

The undersigned is fully aware that if I have misrepresented in whole or in part of this affirmation and certification, I and/or business entity, will be liable for any penalty permitted under law.

_____

Name of Business Entity:

_____ _____

Signed Title

_____ _____

Print Name Date

Subscribed and sworn before me this _____ day of _____, 20____

_____ _____

My commission expires: (Affiant)

_____

(print name and title of affiant)

(Corporate Seal)

C. 271 Political Contribution Disclosure Form

Required pursuant to NJSA 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

COMPLETE THIS PAGE AND SIGN

Part I Vendor Information

Vendor Name _____

Address _____

City _____ State _____ Zip _____

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of NJSA 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____

Signature Printed Name/Title

Part II – Contribution Disclosure

Disclosure requirement : Pursuant to NJSA 19:44A-20.26 this disclosure must include all reportable political contributions (**more than $300 per election cycle**) over the 12 months prior to submission to the committees of the government entities on the form provided by the local unit

___ Check here is disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount

___ Check here is the information is continued on subsequent page(s)

POLITICAL CANDIDATE/COMMITTEE ACCOUNTS

December 1, 2025

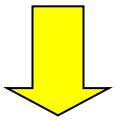
Atlantic County Candidate Accounts

County Office	Name	Candidate/Committee Name
Clerk	Joe Giralo	Friends of Joseph Giralo
Executive	Dennis Levinson	Friends of Dennis Levinson
Sheriff	Joseph O'Donoghue	Friends of Joe ODonoghue
Surrogate	Jim Curcio	Election fund of Jim Curcio for Surrogate
Commissioner-at-Large	June Byrnes	Friends of June Byrnes
Commissioner-at-Large	John W. Risley	Risley for Commissioner
Commissioner-at-Large	Michael Ruffu	Ruffu for County Commissioner
Commissioner-at-Large	Art Schenker	Friends of Art Schenker for Commissioner
Commissioner-District One	Collins Days	Rev Days for County Commissioner
Commissioner-District Two	Maureen Kern	Friends of Maureen Kern
Commissioner-District Three	Andrew W. Parker, III	Friends of Andrew W. Parker 3rd
Commissioner-District Four	Richard R. Dase	Friends of Rich Dase for Commissioner
Commissioner-District Five	James A. Bertino	Friends of Jim Bertino

Atlantic County Committee Accounts

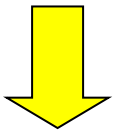
Atlantic County Democratic Committee
Atlantic County Federation of Republican Women
Atlantic County First (Manalapan, NJ)
Atlantic County Republican Committee
Atlantic County Young Democrats
Atlantic County Young Republicans

BID CHECK LIST



Checked Items required with bid

Items submitted with bid
(Bidder's **INITIALS**)



A FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL

	Complete and sign Proposal page(s) ***ORIGINAL SIGNATURES***	
	Disclosure of Russia/Belarus/Iran Activity	
	State Pay-to-Play Form	

B MANDATORY ITEM(S) REQUIRED PRIOR TO AWARD OF CONTRACT

	Copy of New Jersey Business Registration Certificate for bidder and designated subcontractors	

C FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF PROPOSAL MAY BE CAUSE FOR REJECTION

	Non–Collusion Affidavit	
	Affirmative Action Page (AAI Completed & Submitted)	
	References (if required)	
	Deviations from Specifications, if applicable, attached in letter form	
	Other :	

Print Name of Bidder :_____ Date:_____

Signed By: _____

Print Name & Title: _____

THIS CHECK LIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL ITEMS