

**REQUEST FOR PROPOSAL FOR
EXECUTIVE DIRECTOR 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**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

ATLANTIC COUNTY INSURANCE COMMISSION
1333 Atlantic Avenue, 8th Floor
Atlantic City, NJ 08401

CONTACT PERSON

N. Lynne Hughes, County Counsel and Attorney for the Atlantic County Insurance Commission
e-mail address: Hughes_Lynne@aclink.org
telephone # (609) 343-2310 Fax: (609) 343-2373

PURPOSE OF REQUEST

The Atlantic County Insurance Commission (the “Commission”) is requesting proposals from qualified individuals and firms to provide an Executive Director for the Commission.

TERM OF CONTRACT

The term is three (3) years from date of award, January 1, 2027 through December 31, 2029.

METHOD OF PAYMENT

Contractor shall be paid in accordance with the Contract document upon receipt of an invoice and a properly executed voucher. After approval by Commission, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

PROCEDURE FOR PAYMENT OF BILLS

The Contractor shall bill on a quarterly basis for work performed pursuant to this contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the Commission’s periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the monthly meeting of the Commission. At each such meeting, the Commission shall approve and certify the submitted bills, and direct that payment be made within 10 days of such meeting date.

The Commission shall examine the bills submitted on the periodic billing date prior to the meeting. In the event that the Commission shall determine that all or some portion of the payment should be withheld, the Commission shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1, *et seq.*, be submitted to non-binding mediation.

CONTRACT FORM

The successful proposer shall be required to execute the Commission's form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Commission arising out of, or by reason of, the work done and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSAL FOR
EXECUTIVE DIRECTOR FOR THE
ATLANTIC COUNTY INSURANCE COMMISSION**

1. **ATLANTIC COUNTY FACTS AND FIGURES:** Atlantic County is a legal, governmental entity. In 1974, Atlantic County voters changed the County governmental form under the Optional County Charter Law to the executive form. The charter provides for a popularly-elected executive and for a nine member commissioners board, responsible for legislation. The commissioners are elected to staggered three-year terms. Five of the commissioners represent equally populated districts; four are elected from the county-at-large.

The County's population is approximately 275,000 and it consists of approximately 567 square miles of area.

It employs approximately 1,700 people in eight departments, four constitutional offices and three offices. It owns administration buildings, courthouse buildings, parks and recreation facilities.

It owns correctional services facilities consisting of detention facilities for men, women, and juveniles.

The County also operates the Meadowview Nursing and Rehabilitation Center.

Its operating budget for 2026 is approximately \$284 million. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans, and other communities.

ATLANTIC COUNTY IMPROVEMENT AUTHORITY: The Atlantic County Improvement Authority (ACIA) is a County designated authority formulated pursuant to N.J.S.A. 40:37A-44, *et seq.* It manages a host of construction projects and manages the County's John F. Gaffney Greentree Golf Course. Under an Agreement with the County it manages the County's Section 108 Loan Program and the Rehab/First Time Home Buyer Program. Pursuant to its statutory authority it also issues a number of bonds for various construction projects. Its annual operational budget is approximately \$3.3 million.

ATLANTIC COUNTY UTILITIES AUTHORITY: The Atlantic County Utilities Authority (ACUA) employs approximately 300 people. Its annual operational budget is approximately \$80 million. The ACUA operates a 40 million gallon-per-day wastewater facility in Atlantic City, NJ, which is powered by renewable energy. The Wastewater plant services 14 municipalities in Atlantic County. The ACUA also operates a state-of-the-art landfill, recycling center, composting facility and collection fleet which are located in the ACUA Environmental Park in Egg Harbor Township, NJ. The ACUA is committed to seeking out the most sustainable and effective technologies to power their facilities and operations.

2. **NATURE OF SERVICES:** The County of Atlantic is requesting proposals from qualified individuals and firms to provide an Executive Director for the Atlantic County Insurance Commission.

A proposer should educate itself further with regard to additional statistical information which it may need to prepare its proposal.

3. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL:** Proposers should submit a technical proposal which contains the following:

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- B. The age of the proposer's firm and the average number of employees over the past three years;
- C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- D. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other Insurance Commissions and other levels of government. Contact information for the recipients of the similar services must be provided. The Commission may obtain references from any of the parties listed;
- E. A detailed plan for providing the proposed services;
- F. Proof of professional liability insurance;
- G. Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
- H. Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law;
- I. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
- J. A description of the proposer's office location and an explanation of the proposer's availability for meetings, conferences, training and emergency response at the Insurance Commission's facilities;
- K. A statement that the proposer will comply with the General Terms and Conditions required by Insurance Commission and enter into the Commission's standard Professional Services Contract;
- L. A representation that all services will be performed within the United States of America.
- M. Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Tracking Information
- N. State Contractor Business Registration Program (Business Registration Certificate)
- O. Mandatory Equal Employment Opportunity Language
- P. Mandatory Americans with Disabilities Act Language; Certification regarding the debarment, suspension, ineligibility and voluntary exclusion – lower tiered covered transactions; Instructions for Certification
- Q. Disclosure of Russia/Belarus/Iran Activity
- R. Non-Collusion Affidavit
- S. Affirmative Action Information
- T. Pay to Play Form

All sections are to be addressed and specifically referenced.

4. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL:

- A. The successful candidate will provide services related to, but not necessarily limited to:
- a) The Administrator shall act as the Executive Director/Administrator to carry out the policies established by the Commission, and to otherwise administer and provide for the day-to-day management of the Commission.
 - b) Annually prepare and distribute a Members' Manual which shall include, at the very minimum, the following documents: Policy and Procedures Manual, Plan of Risk Management, Coverage Documents, and Bylaws.
 - c) Maintain the underwriting files, prepare budgets, and compile and bill assessments.
 - d) Prepare new members' submissions, and supply underwriting data to Commission professionals as needed.
 - e) Maintain the general ledger and accounts payable records.
 - f) Coordinate the Commission's meetings, agendas, minutes, elections, and contracts, as well as maintain the official records and offices.
 - g) Prepare request for proposals for services such as claims administration, safety engineering, actuarial, and other areas as needed.
 - h) Prepare all filings required by state regulators.
 - i) Attend all meetings of the Commission.
 - j) Assume overall executive responsibility for the operation of the Commission, except that the Executive Director/Administrator shall not be responsible for the errors and omissions of any other servicing organization except as to generally monitor the compliance of said organization with the directions of the Commissioners, or performance in accordance with their professional services agreement with the Commission, or the applicable statutes and regulations as to the form and timeliness of said undertakings by the contracted professional.
 - k) To professionally perform such other duties as may be determined by the Commission, its Bylaws, and applicable statutes and regulations.
- B. Resume and letter application for Administrator including all documentation that provides the following for evaluation by the Commission:
- a) Experience, qualifications and reputation in the field for the position sought.
 - b) Knowledge of the area of expertise for the position.
 - c) Experience and knowledge of Atlantic County and its Insurance Commission.
 - d) Availability to accommodate any required meeting of the Commission.
 - e) Designated professional and support staff and location of firm's offices.
 - f) References in general and in particular from governmental property-casualty insurance funds or commissions where the professional or contractor has provided similar services as sought herein.

C. Selection of professionals shall be solely based on the evaluation of the submitted material in the criteria set forth in this document. The Commission reserves the right to negotiate the terms and conditions of a contract with the successful firm or firms to obtain the most advantageous situation.

Note: Supplemental information may be requested and an interview may be required.

5. PAYMENT SCHEDULE:

Services rendered pursuant to this agreement shall be compensated on a quarterly schedule, upon the

Commission's adoption of the applicable bills list resolution. The Commission will then match the invoice with the voucher, and prepare a contract payment.

6. LICENSING:

If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to its taking effect, the successful proposer shall provide to the Commission a copy of all current licenses to operate in the State of New Jersey. All licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

Successful proposer shall notify the Commission immediately in the event of suspension, revocation or any change in status (or in the event of initiation of any action in status) of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the contract, provide the Commission with proof of renewal of any license for any of the proposer's employees, which renewals occur during the term of the contract.

7. INDEMNIFICATION:

The successful proposer shall be responsible for, shall keep, save and hold the Commission harmless from, and shall indemnify the Commission against any claim, loss liability, expense specifically including, but not limited to, costs, counsel fees, and/or experts' fees, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the successful proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the successful proposer's failure to provide for the safety and protection of its employees, or from the successful proposer's performance or failure to perform pursuant to the terms and provisions of this contract.

The successful proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

8. INSURANCE:

The successful proposer shall maintain general liability, automobile liability, and Workers' Compensation Insurance in amounts and with companies deemed satisfactory by the Commission.

The insurance company must be licensed to do business in the State of New Jersey and be in compliance with any and all applicable requirements of the State of New Jersey.

The successful proposer shall, simultaneously with the execution of a contract, deliver certifications of said insurance to the County, naming the Commission as an additional insured.

9. APPLICABLE LAW:

The terms and provisions of this contract shall be construed pursuant to the laws of the State of New Jersey.

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 www.ACUA.com.

10. INDEPENDENT CONTRACTOR STATUS:

The parties acknowledge that the successful proposer is an independent contractor and is not an agent of the Commission.

11. TERMINATION:

Any contract entered into by and between the Commission and the successful proposer may be terminated as follows:

- A. If successful proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- B. The Commission shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar (10) days' notice to the successful proposer. However, the Commission shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.

Note: Supplemental information may be requested and an interview may be required.

12. COST PROPOSAL: Proposers should submit a cost proposal which would include all details of any fees to be paid to proposer. The Commission does not provide payment for or reimbursement for travel expenses. The Commission prefers a flat fee.

13. DISCUSSIONS WITH PROPOSERS: An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Commission. However, the Commission may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. A proposer will not be compensated for making

the presentation.

14. **PROPOSAL EVALUATION:** The Commission will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the Commission. The Commission may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The Commission will make the award that is in the best interest of the Commission based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Commission reserves the right to:

- A. Not select any of the proposals.
- B. Select only portions of a particular proposer's proposal for further consideration, however, proposers may specify portions of the proposal that they consider "bundled".
- C. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The Commission shall not be obligated to explain the results of the evaluation process to any proposer.

The Commission may require proposers to demonstrate any services described in their proposal prior to award.

15. **PROPOSAL LIMITATIONS:** This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Commission by issuance of this RFP. The Commission reserves the right at the Commission's sole discretion to refuse any proposal submitted.
16. **USE OF INFORMATION:** Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Commission to the proposer in connection with this RFP shall remain the property of the Commission. When in tangible form, all copies of such information shall be returned to the Commission upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Commission or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
17. **PROPRIETARY INFORMATION:** Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the Commission. All materials submitted become the property of the Commission and may be returned only at the Commission's option.

18. GENERAL TERMS AND CONDITIONS:

- A.** The Commission reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Commission to do so.
- B.** In case of failure by the successful proposer, the Commission may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C.** The proposer shall be responsible for, shall keep, save and hold the Commission harmless from, shall indemnify and shall defend the Commission against any claim, loss, liability, expense specifically including, but not limited to, costs, counsel fees and/or experts' fees, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of the Contract. The proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- D.** The proposer shall maintain sufficient insurance to protect against all claims under Workers' Compensation. General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E.** Each proposal must be signed by the person authorized to do so.
- F.** Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Commission.
- G.** The Commission is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H.** The contract shall be in effect for three (3) years from date of award unless otherwise stated.
- I.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Commission assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain an individual employer certification and number and complete an Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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, sex or handicap. 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, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- K. All services shall be performed within the United States of America.
- L. All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- M. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Commission harmless in case of any such infringement.
- N. No proposer shall influence, or attempt to influence or cause to be influenced, any county officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- O. No proposer shall cause or influence, or attempt to cause or influence, any county officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- P. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Commission's decision shall be final and conclusive.
- Q. The Commission shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- R. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Commission no fewer than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- S. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

SECTION M - 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 N

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, N.J. 08646-0252

TAXPAYER NAME:	TRADE NAME:
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:
970-097-382/500	0107330
ADDRESS:	ISSUANCE DATE:
847 ROEBLING AVE TRENTON NJ 08611	07/14/04
EFFECTIVE DATE:	
01/01/01	
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:	CLIENT REGISTRATION
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:
20041014112823533

SECTION O
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 P
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 thereto, 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.

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 Q

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") 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 R.
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 S.
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 T.
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

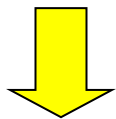
Atlantic County Candidate Accounts

County Office	Name	Candidate/Committee Name
Clerk	Joe Giraldo	Friends of Joseph Giraldo
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

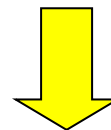
Atlantic County Democratic Committee
Atlantic County Federation of Republican Women
Atlantic County First (Manalapan, NJ)
Atlantic County Republican Committee
Atlantic County Young Democrats
Atlantic County Young Republicans

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) <i>ORIGINAL SIGNATURES</i>	
	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**