

**REQUEST FOR QUALIFICATIONS
FOR
PROPERTY CLAIMS ADMINISTRATOR**

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

**Date Issued:
July 12, 2017**

**Responses Due by:
August 1, 2017**

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
PROPERTY CLAIMS ADMINISTRATOR**

I. PURPOSE AND INTENT

Through this Request for Qualifications (RFQ), the Camden County Municipal Joint Insurance Fund (hereinafter the “Fund”) seeks to engage a Service Provider as **Property Claims Administrator** for the 2018, 2019 and 2020 fund years commencing January 1, 2018 or upon appointment, whichever is later. This contract will be awarded through a fair and open process pursuant to NJSA 19:44A-20.4 et seq. and complies with the best practices recommended by Office of the State Controller.

II. PROPOSAL SUBMISSION

Submit (a) one original paper copy, clearly marked as the “ORIGINAL”. If needed, we will contact responders after the deadline to request an electronic copy of the response, via email.

The proposal must be addressed to:

Camden County Municipal Joint Insurance Fund
c/o PERMA Risk Management Services
40 Lake Center Executive Park
401 Route 73 North, Suite 300
Marlton, NJ 08053
Contains Camden County Municipal JIF RFQ Response

The proposal must be received by August 1, 2017 at 2:00 pm.

Faxed or E-Mailed proposals will NOT be accepted.

Any inquiry concerning this RFQ should be directed in writing to:

Bradford Stokes, Account Manager
Camden County Municipal Joint Insurance Fund
40 Lake Center Executive Park
401 Route 73 North, Suite 300
Marlton, NJ 08053
bstokes@permainc.com

This Request for Qualifications is to solicit professional services. All documents and information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The Fund will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Fund reserves the right to reject any and all proposals in whole or in part and waive such informalities as may be permitted by law.

The Fund further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. The fund reserves the right to negotiate contracts for such services and seek amendments to any proposal.

III. GENERAL INFORMATION ON THE FUNCTIONS OF THE FUND

The Fund is organized pursuant to NJSA 40A: 10-36 to provide property/casualty insurance to its member local units. The Fund also provides its members with a comprehensive risk control and claims management program. The Fund is controlled by Board of Fund Commissioners that annually elects an executive committee. The Fund is regulated by the Department of Banking and Insurance and the Department of Community Affairs.

IV. MINIMUM QUALIFICATIONS

See Exhibit A

V. SCOPE OF SERVICES

See “SERVICES” section of the contract attached in Exhibit C, which sets forth a representative listing of the services to be provided under this contract. Responder’s fee proposal should be based on the representative listing of services in Exhibit C. To the extent a responder proposes modifications to the services, they should clearly describe the modifications and the impact, if any, on the fee proposal. The Camden County Municipal JIF reserves the right, in the best interests of the Camden County Municipal JIF, to make limited modifications to the scope of services based upon the RFQ responses received.

Contract as attached represents the expiring contract. **The Fund reserves the right to award the claims administrator contract separately for Property.**

VI. MANDATORY CONTENTS OF PROPOSAL

In its proposal, the responder must include the following:

- 1) Contact Information: Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.
- 2) A fee proposal for the 2018 fund year. Please submit a fee proposal for **Claims Administrator of Property Claims.**

The responder shall also include either a fee proposal for the 2019 and 2020 fund years or a statement that: “The responder agrees it will accept any fee adjustment the Fund makes at the Fund’s sole discretion to Service Provider fees for the 2019 and 2020 fund years reflecting changes in Fund’s membership, changes in economic condition of the Fund’s members and changes in the consumer price index.”

3) A statement detailing how the responder meets minimum qualifications in Exhibit A. List the first item in the exhibit followed with the specific response, followed with the next item and the response, and so on. Also include a staffing plan listing those persons who will be assigned to the engagement if selected, including the designation of the person who would be the responder's officer responsible for all services required under the engagement.

This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information shall further include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the responder. **The responder must complete the Political Disclosure statement, Non-Collusion Certificate and Disclosure of Investment Activities in Iran attached as Exhibits D, E and F.**

4) A description of the responder's experience in performing services of the type described in this RFQ. Specifically identify client size and specific examples of similarities with the scope of services required under this RFQ.

5) A description concerning specific and quantifiable cost savings the responder can demonstrate from similar engagements and the rationale why the Fund should consider this experience when evaluating the responder's cost proposal.

6) A description of resources of the responder (i.e., background, location, experience, staff resources, financial resources, other resources, etc.).

7) The location of the office or offices at which the responder proposes to perform services required under this RFQ. Specifically, the responder must state in its proposal whether or not the responder is registered as a small business enterprise ("SBE") with the New Jersey Commerce and Economic Growth Commission New Jersey's Set-Aside Program.

8) At least five references including the contact names, titles and phone numbers.

9) Any existing or potential conflicts of interest. Disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Fund.

10) Contract will be in accordance with NJAC 17:44-2.2 - which requires all vendors to maintain all documentation related to the services provided for a period of five years from the date of final payment. Records to be made available to the state office of comptroller upon request.

VII. EVALUATION COMMITTEE

The Contracts Review committee shall serve as the "Evaluation Committee" for this RFQ.

VIII. INTERVIEW & CLARIFICATION

The Fund reserves the right but has no obligation to interview any or all of the responders and the right to request clarifying information subsequent to submission of the proposal.

IX. SELECTION PROCESS AND CRITERIA

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For responders that satisfy the minimum requirements, the Evaluation Committee will consider the management of the engagement, technical criteria, cost and the experience of the responder. See Exhibit B for the specific evaluation criteria.

X. CONTRACT

The contract between the Fund and the selected vendor(s) shall be comprised of the contract attached as Exhibit C, this RFQ, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

Exhibit A

Minimum Qualifications: Property Claims Service Provider

1. The responder shall demonstrate a consistent pattern of providing property claims management to joint insurance funds or self-insured governmental entities and must quantify the results achieved.
2. The responder shall demonstrate experience and knowledge of:
 - a. Regulations of the Department of Banking and Insurance and the Department of Community Affairs;
 - b. The Open Public Records Act as it pertains to claims matters;
 - c. Property compensation matters involving New Jersey governmental entities; and
 - d. Relations with excess and reinsurers.
3. The responder must designate the following minimum personnel:
 - a. An officer with experience in property claims;
 - b. A claims supervisor with experience in property claims; and
 - c. A claims adjuster with experience in property claims.
4. The responder shall have the computer systems required to provide the Executive Director with the claims related data required operate a joint insurance fund.

Exhibit B

EVALUATION CRITERIA

	CRITERIA	WEIGHT	ELIGIBLE POINTS	TOTAL POSSIBLE SCORE		
					POINTS	TOTAL
1	The vendor's general approach to providing the services required under this RFP)	1	1, 3 or 5	5		0
2	The vendor's documented experience in successfully completing contracts of a similar size and scope	3	1, 3 or 5	15		0
3	The qualifications and experience of the vendor's management	3	1, 3 or 5	15		0
4	supervisory or other key personnel assigned to the engagement	3	1, 3 or 5	15		0
5	The overall ability of the vendor to mobilize, undertake and successfully complete the engagement within the timeline	2	1, 3 or 5	10		0
6	The availability and commitment of management, supervisory & other staff proposed.	1	1, 3 or 5	5		0
7	the vendor's contract management plan, including the vendor's contract organizational chart	1	1, 3 or 5	5		0
8	The vendor's ability to match the Funds' existing reporting capabilities, at minimum	2	1, 3 or 5	10		0
9	Pricing	4	1, 3 or 5	20		0
TOTAL SCORE						0

**Exhibit C - Contract
SERVICE AGREEMENT**

Between

The Camden County Municipal Joint Insurance Fund hereinafter the **FUND AND**
_____ hereinafter the **SERVICE PROVIDER**

NOW, THEREFORE, IT IS AGREED by and between the **FUND** and the **SERVICE PROVIDER** as follows:

APPOINTMENT. The **SERVICE PROVIDER** is hereby appointed and retained as **Property Claims Administrator** for the **FUND** to provide the services detailed in the **FUND's** by-laws, plan of risk management, and N.J.A.C. 11:15-2 etc. seq. The term of this appointment shall commence on **January 1, 2018** and continue until **December 31, 2020**. This appointment was made in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. Seq.

STANDARD PROVISIONS: Unless otherwise modified in writing, the contract standard provisions adopted by the **FUND** on March 18, 2015 and included in Exhibit A attached hereto shall apply to this agreement.

SERVICE PROVIDER REPRESENTATIVES: The **SERVICE PROVIDER's** designated representative(s) _____

NOTICE: Notices under this Agreement shall be sent to:

Attn: _____

Camden County Municipal Joint Insurance FUND
c/o PERMA Risk Management Services
9 Campus Drive, Suite 216
Parsippany, NJ 07054
Attn: Executive Director/Administrator

SPECIAL PROVISIONS – SERVICES: In addition to services detailed in the **FUND's** by-laws, plan of risk management, and N.J.A.C. 11:15-2 etc. seq the **SERVICE PROVIDER** will:

- 1) **Property Claims Handling Services.** The **SERVICE PROVIDER** will be responsible for providing property claims management services for property losses for the Fund as outlined below.
 - a) Commit and provide the necessary staff to handle both property losses for the **FUND**.

- b) Manage all property claims adjusting services to include coordination of specific activities to complete work assignments, estimating process, internal oversight, management, training, quality assurance and monitoring.
 - c) Ensure that all adjusters possess the required equipment to perform the adjusting services in both a field and/or office setting. This will include but is not limited to transportation, computer, software, digital camera and recording device, ability to submit digital information to the FUND. The SERVICE PROVIDER will be responsible for making sure its adjusting staff has current software, exposure information and correct software pricelists.
 - d) Provide the FUND with after hours, weekend and holiday adjusting services to handle property events.
 - e) Utilize a quality assurance program to ensure services and service level requirements are being met during the contract term.
 - f) Provide **claims reporting** services for excess property claims administrator which have the potential of penetrating the FUND's layers of coverage. This would involve claims where the a reserve of 50% or more the Fund member's retention has been set.
 - g) Maintain a claim file for each reported claim and preserve such records as required by state statutes and/or regulations. Such records shall be provided to the FUND upon request. In addition, the SERVICE PROVIDER will also store closed claim files in a secure, temperature controlled facility. Any requests to destroy closed claim files must be forwarded to the FUND's Executive Director/Administrator for review and consideration prior to destruction.
 - h) Submit monthly loss run reports in the format (s) as designated by the FUND by line of coverage, by FUND year, and by member within ten (10) days following the end of each month. The year-end report shall provide complete data by "FUND Year" in such a format as to be readily usable by all service professionals without further modification.
- 2) **Task Adjusting Services** – The SERVICE PROVIDER shall be required to ensure the following services and service requirements are met during the contract term.
- a) Upon receipt of a new claim(s), the SERVICE PROVIDER will dispatch the claim(s) to a qualified adjuster(s) in a manner that the adjuster(s) can expeditiously respond to the loss and begin the adjusting process.
 - b) Coordinate communications of activities between the FUND and its excess property claims adjuster or other representatives as deemed necessary which includes reporting any new or existing losses to the FUND's excess carrier in accordance with the reporting requirements of the excess carrier(s).
 - c) Provide activity updates to the FUND and or its excess carrier(s) on adjustment of the loss on a timeframe acceptable to the FUND and its excess carrier(s).

- d) Define and establish an action plan for each claim assigned. This should include adjustment strategy including adjusting resources, expert resources, and your communication plan with the insured, the FUND, and any of the FUND's excess property carrier(s).
 - e) Complete a full investigation of the claims facts, cause and origin and evaluation of damaged property include scope, estimates and pricing.
 - f) Be responsible for maintaining and communicating appropriate reserve throughout the life of the file.
 - g) Respond and complete any required work including but not limited to subrogation, salvage, and assistance in preparation of files for litigation with the FUND's assigned defense counsel and the FUND Attorney.
 - h) The SERVICE PROVIDER shall present payment authorization request in accordance with the FUND's governing documents to the FUND's claims committee. These requests should be sent to the FUND's Executive Director for inclusion in the committee's agenda packet and include proposed settlement documents, loss adjustment expense and any other documentation deemed necessary.
 - i) In addition to the services outlined in Items 1 and 2 above, the SERVICE PROVIDER may be required to provide additional services in disputed claims for catastrophe and non-catastrophe property claims. These services will be provided under the direction of the FUND.
- 3) **Service Performance Measures and Standards** – The SERVICE PROVIDER shall perform the following minimal acceptable standards when adjusting the FUND's excess property and catastrophe losses.
- a) Make contact with the FUND's insured within 24 hours of notification of the loss.
 - b) Schedule initial site inspection with the insured within 48 hours of the initial contact.
 - c) Update the SERVICE PROVIDER's system with routine status reports, diary notes, and upload file documentation on a weekly basis.
 - d) SERVICE PROVIDER must recommend reserves within 36 hours of initial inspection and on going adjustments as determined necessary.
 - e) Issue timely Reservation of Rights letters to preserve the FUND's rights to disclaim coverage until the investigation results in sufficient information upon which a well-informed coverage decision can be made. The SERVICE PROVIDER must provide copies of any reservation of rights letter to the designated FUND professionals.

- f) Issue timely declination of coverage letters to the FUND's insureds with copies to the designated FUND professionals.
- g) Timely follow up to phone calls, correspondence and other requests as necessary.
- h) If applicable, submit accurate vouchers for services to the FUND.
- i) Any other necessary or required adjusting services outlined in the SERVICE PROVIDER's Best Claims Practices and Guidelines.

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

Adjustments to compensation for Fund year 2019 and 2020 will be established by the Board of Fund Commissioners at annual reorganization.

If the FUND elects to terminate the contract, the FUND may choose to either take back any pending claims, or at its discretion, negotiate an additional fee with the SERVICE PROVIDER to continue to administer the pending claims.

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

The FUND will reimburse the SERVICE PROVIDER at the net cost for allocated loss expenses which shall include, but not be limited to:

- i. Legal, physician, expert and other professional fees.
- ii. Physical damage appraisals.
- iii. Official reports, such as police reports, birth or death certificates, medical records.
- iv. Surveillance and witness fees.

All expense items exceeding \$1500 shall be first presented to the Fund Attorney and Executive Director/Administrator for approval.

There will be no charge for incidents reported for record purposes only. An incident is defined for these purposes as an event which does not result in a payment and does not require investigation.

Furthermore, any accident or occurrence resulting in ten (10) or more multiple claimants shall be treated as a catastrophe. With the prior written authorization of the FUND, such catastrophic cases may be handled on a time and expense basis at an hourly rate of \$_____per hour, plus normal out-of-pocket expenses. Said rate will remain in effect throughout the contract period.

SPECIAL PROVISIONS RELATING TO COMPENSATION:The compensation or service fee set forth this Agreement includes the following special provisions:

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

Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.

In-house computer services and all software provided by the SERVICE PROVIDER for the FUND's use are understood as being, and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of the FUND shall be the property of the FUND and upon the request of the FUND's Board of Fund Commissioners, Executive Director/Administrator, the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the FUND's Board of Fund Commissioners, or Executive Director/Administrator in either hard copy or on computer tape or disk, or both, as the FUND's Board of Fund Commissioners or Executive Director/Administrator may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.

Furthermore, the SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from the loss of such data shall be borne by the SERVICE PROVIDER unless at the time of loss, said data was in the exclusive custody of the FUND.

SPECIAL PROVISION - INSURANCE: In addition to the insurance requirements outlined in the standard contract form, the Claims Administrator shall be required to provide the FUND with a Certificate of Insurance evidencing the following:

Fidelity coverage, including employee dishonesty, depositor's forgery, and computer and wire transfer theft of \$1,000,000.

Performance Bond: Twenty-five percent (25%) of the total contracted amount, for all services outlined in this agreement.

SPECIAL PROVISION: INDEMNIFICATION AND HOLD HARMLESS: The Indemnification & Hold Harmless agreement in the standard provisions of the contract is replaced in its entirety the following:

Except where noted below, the SERVICE PROVIDER shall indemnify and hold the FUND, its Commissioners, appointed officials and member municipalities harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the FUND, its Commissioners, appointed officials and member municipalities, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the FUND harmless from same.

Furthermore, the FUND agrees to defend, indemnify, protect, save and keep harmless the SERVICE PROVIDER from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the FUND, which were the direct result of a directive given to the SERVICE PROVIDER by the FUND.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, for the purposes and the term specified herein.

CAMDEN COUNTY MUNICIPAL
JOINT INSURANCE FUND

SERVICE PROVIDER.

Attest:

**INSERT
STANDARD PROVISIONS**

Exhibit D

SERVICE PROVIDER POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION

Service provider business entity: _____

Date the contract or engagement is to be authorized: _____

1) Names and home addresses of all persons (a) holding 10% or more of the issued and outstanding stock of the service provider business entity, (b) entitled to receive the benefit of 10% or more of the revenues and/or profits of the service provider business entity and (c) any other individual who will have a significant role in servicing this engagement:

Name Address

Name	Address

2) List all reportable contributions made during the 12 month period preceding the date that the contract or engagement is legally authorized to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) of any member local unit insured by the Camden County Municipal Joint Insurance Fund. (List of Members Attached)

Local Unit	Contributor	Date	Recipient	Amount

Service Provider Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify the above is complete and accurate. The undersigned is fully aware that if I or any of the persons listed above have misrepresented in whole or part this affirmation and certification, I and/or the service provider business entity will be liable for any penalty permitted under law.

Signed: _____ Date: _____

Title: _____

Print Name: _____

If necessary, attach additional sheets.

Camden County Municipal Joint Insurance Fund

Borough of Audubon
Borough of Audubon Park
Borough of Barrington
Borough of Bellmawr
Borough of Berlin
Berlin Township
Borough of Brooklawn
Camden City Parking Authority
Cherry Hill Township
Cherry Hill Fire District
Borough of Chesilhurst
Borough of Clementon
Borough of Collingswood
Borough of Gibbsboro
Gloucester City
Haddon Township
Borough of Haddonfield
Borough of Hi-Nella
Borough of Laurel Springs
Borough of Lawnside
Borough of Lindenwold
Borough of Magnolia
Borough of Medford Lakes
Borough of Merchantville
Borough of Mount Ephraim
Borough of Oaklyn
Borough of Pine Hill
Borough of Pine Valley
Borough of Runnemede
Borough of Somerdale
Borough of Tavistock
Voorhees Township
Winslow Township
Borough of Woodlynne

Exhibit E

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF

I _____ of the City of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

Of the firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **Camden County Municipal Joint Insurance Fund** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of Contractor) (N.J.S.A. 52:34-15)

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

_____ Day of _____ 20_____.

Notary Public of

My commission expires:

Exhibit F

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Page 1 of 2

Bid Name: _____

Bid Due Date: _____

Bidder: _____

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Camden County Municipal Joint Insurance Fund under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

