#### TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

475 DeMott Lane, Somerset, NJ 08873-6704 MUNICIPAL BUILDING Somerset, NJ 08873-6704

PURCHASING DEPARTMENT Cindy Belanger Purchasing Administrator, QPA, RPPO



PHONE: (732) 873-2500 ext. 6239 Email: Cindy.Belanger@franklinnj.gov

#### NOTICE OF RFP

The Township of Franklin, County of Somerset is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Purchasing Administrator on or by November 30, 2022, at 11:30 A.M. in the Purchasing Department, Municipal Building, 475 DeMott Lane, Somerset NJ 08873 at which time and place responses will be opened for:

#### INSURANCE BROKER CONTRACT # MC-FO-0011-23

Specifications and instructions may be obtained at the Purchasing Office or on the Franklin Township website <a href="www.franklintwpnj.org">www.franklintwpnj.org</a>. We are storing all responses electronically; therefore submit all pages of the response on a CD in addition to the printed copies.

\* RFP Addenda will be issued on the website. Therefore, interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq."

Cindy Belanger, QPA, RPPO Date Posted to Web: October 21, 2022

#### 1. Introduction

This contract is to furnish and deliver broker services for the Township of Franklin, County of Somerset through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

## 2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Township of Franklin, County of Somerset, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

#### 2.1 Schedule

Release of RFP October 21, 2022

Proposal Due Date November 30, 2022

Evaluation Completed December 5, 2022

Governing Body Action January 2023

Contract Execution and Project Initiation January 2023

#### 2.2 Proposal Submission Information

#### **Submission Date and Time:**

**DATE**, November 30, 2022 11:30 AM

One (1) Original three (3) copies

The Township is storing all responses electronically; therefore submit <u>all pages</u> of the response on a CD in addition to the printed copies.

#### **Submission Office:**

Office of the Purchasing Administrator Municipal Building 475 DeMott Lane Somerset, N.J. 08873

Clearly mark the submittal package with the title of this solicitation and the name of the responding firm, addressed to the Purchasing Administrator. The original proposal shall be marked to distinguish it from the copies.

Only those responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written

application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

#### 2.3 Reserved for future use

### 2.4 Township Representative for this Solicitation

Please direct all questions in writing to:

Cindy Belanger, RPPO, QPA Purchasing Administrator

Voice: (732) 873-2500 ext. 6239

Fax: (732) 873-1059

Email: Cindy.Belanger@franklinnj.gov

#### 2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

#### 2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

#### 2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

#### 2.8 Statutory and Other Requirements

#### 2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations

applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

#### 2.8.2 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

#### 2.8.3 Additional Laws Against Discrimination

Discrimination on the basis of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, mental or physical disability, or perceived disability in contracting for the delivery of services is prohibited. Respondents are required to read the following laws and agree that the provisions of said laws are made part of, and incorporated into the contract. The contractor is obligated to comply with the laws (and any amendments thereto even if enacted after the date of this contract) and contractor agrees to hold the owner harmless for any claims of discrimination. Such laws include but may not be limited to:

- Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967;
- Title VII of the Civil Rights Act of 1964;
- Genetic Information Nondiscrimination Act;
- New Jersey Equal Pay Act;
- New Jersey Civil Union Act.

#### 2.8.4 Statement of Ownership Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the Township a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

#### 2.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

#### 2.8.6 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: http://www.state.nj.us/treasury/

#### 2.8.7 "Pay to Play" – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

(1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

- (2) Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

#### 2.8.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

#### 2.8.9 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

#### A. Insurance Requirements:

#### Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

#### **General Liability Insurance**

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

#### **Automobile Liability Insurance**

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

#### **B.** Certificates of the Required Insurance

Certificates shall be submitted along with the contract as evidence covering the above insurances in the amounts set forth above. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the Township with a Certificate of Insurance naming the Township as additional insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

Franklin Township will not accept Mutual Limitation of Liability terms.

#### C. Indemnification

Successful respondent shall indemnify and hold harmless the owner from all claims, suits or actions and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the respondent, the respondent's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

#### Professional Liability, (Errors & Omissions) Insurance Policy

Coverage in the amount of \$1,000,000.00/occurrence, \$1,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services.

#### 2.8.10 HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Township harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

#### 2.8.11 Proof of Licensure

Proof of licensure for providing Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

#### 2.8.12 Disclosure of Investment Activities in Iran

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

#### 2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Township may solicit the goods and/or services from any respondent on this contract.

#### 2.10 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

#### 2.11 Use of Sub-consultants

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work is met. Any sub-consultants must be identified in the same manner as the primary consultant.

#### 2.12 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

#### 2.13 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

#### 2.14 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

#### 2.15 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

#### 2.16 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the owner by notice to each party.

- **2.16** The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.
- **2.17** The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

#### 2.18 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Administrator no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

#### 2.19 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

Payment will be made on presentation of owner's voucher duly signed and executed.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

#### 2.20 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Franklin Township, Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

#### 2.21 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

#### 2.22 Source of Specifications/RFP Packages

Official Municipal Request for Proposal (RFP) packages for routine goods and services are available from <a href="www.franklintwpnj.org">www.franklintwpnj.org</a> at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied RFP documents.

#### 2.23 Altering Official Document

Respondents shall not write in any margins or alter the official content of Franklin Township RFP document.

#### 2.24 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>

#### 2.25 Conflict of Interest

Successful respondents are required to be free of any conflict of interest. As the Township is a public entity, please note that the Township is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See RPC 1.7(a)(2) and RPC 1.7(b)(2). If your firm is awarded a contract, you have an ongoing obligation during the term of your designation to disclose any and all actual or potential conflicts and to not accept matters adverse to the Township.

#### 2.26 No Endorsement

Award of professional services contract does not constitute an endorsement by the Township of Franklin, County of Somerset. A firm awarded a professional services contract shall not promote or advertise its designation without first obtaining the Township's permission.

#### 2.27 Consultant Affiliation

Consultants are prohibited from specifying a product line in which such consultant has an affiliation. As such, there shall be no affiliation between the consultant and product manufacturers referenced in the specifications, nor shall the consultant endorse those companies or manufacturers referenced in the specifications.

#### 2.28 Open Public Records Act

Respondents are hereby advised that their responses may be subject to dissemination under the Open Public Records Act ("OPRA") or the common law right of access.

# 3. SCOPE OF WORK (SOW)

#### **INTENT**

The Township of Franklin is seeking proposals for an Insurance Broker. This is a 12-month contract.

#### 3.1 Future use

#### 3.2 **DETAIL REQUIRMENTS**

The successful respondent shall:

- Be responsible for an annual marketplace assessment of employee benefit programs including but not limited to: medical coverage, prescription coverage, dental coverage, STD, & LTD, and Section 125 Cafeteria Plan.
- Prepare all necessary bid specifications, in the event the coverage is marketed, and evaluate all bids that are received.
- Provide claims administration.
- Be responsible for negotiating annual renewal for all existing coverages.
- Assist the Township in evaluating and settling employee grievances related to benefit issues.
- Provide the reasonable preliminary renewal figures during the budget process.
- Be available to attend Council meetings, budget and negotiation meetings, whenever necessary.
- Assist the Township Manager with required employee presentations.
- Have the ability to recommend cost projections as well as alternative designs of current health, dental, prescription and disability benefit programs.

# 4. **Proposal Requirements**

#### **Qualification Statement and Proposal**

Consultants are requested to submit a Qualification Statement and Proposal. The Qualification Statement and Proposal shall be no more than three typed, singled sided, 8 ½" x 11" sheets in length. The Qualification Statement and Proposal must contain all requirements of the RFP and the following information.

- 1. A statement that your firm is interested in performing the work described in this RFP.
- 2. The address of the office in which the work will be performed.

- 3. The name and title of the individuals who will be assigned to the project(s).
- 4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost effective manner.

Resumes of key personnel must be submitted along with your firms' proposals. Each resume shall be a maximum of two, single sided, 8 ½ "x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP. A resume of the project manager, as well as the resume(s) of key technical staff must be included.

Qualification Statements and Proposals will be reviewed and evaluated by staff from Franklin Township.

#### **Fee Schedule**

Respondents shall submit a proposed fee schedule for the 12 month contract.

#### 5. Evaluation, Review and Selection Process

#### 5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

# 5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

#### **5.3** Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

#### 5.4 Evaluation Criteria

The criterion considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent. The respondent may be requested to clarify elements of the proposal.

#### 5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

#### 5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

#### 5.4.2.a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In additional to relevant experience, respondents shall provide personnel qualifications in the Proposal.

#### 5.4.3 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

#### 5.4.4 Cost

Price shall be based on rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, and provided the respondent has provided a schedule of fees for additional services with this RFP.

#### 5.5 Payment

- a. Successful respondent must provide an itemized invoice and signed Purchase Order/Voucher. The Voucher will be certified correct by the Department Head who receives the material or service. Payment will only be made following the approval of by the Township Council. The Township Council meets and approves warrants on the second and fourth Tuesday of each month, except July, August and December, when they meet only on the 2<sup>nd</sup> Tuesday of the month. Payment vouchers and invoices must reach the Department for review no later than three weeks before the Township Council meeting in order for payment to be on the agenda for approval.
- b. Acceptance of the final payment by the successful respondent shall be considered as a release in full of all claims against the Township of Franklin, Somerset County.
- c. The Township of Franklin will not pay penalties, interest or late fees. No employee is authorized to sign a letter or credit of any other document that represents a legal commitment on the part of the Township to pay additional fees.

#### 5.6 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

# **5.7** Term of Contract:

12 months

# **5.8 State Comptroller (N.J.A.C. 17:44-2.2)**

Contractor shall maintain all documentation related to the Services under this contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

# TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET EXCEPTIONS

(IF NONE SO STATE)

USE ADDITIONAL SHEET IF NECESSARY

# FRANKLIN TOWNSHIP, COUNTY OF SOMERSET RFP DOCUMENT CHECKLIST

Required With Response		Read, Signed & Submitted Respondent's Initial
<b>A.</b>	FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR	
	Statement Of Ownership Disclosure Non-Collusion Affidavit Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire License(s) or Certification(s) Required by the Specifications Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) Three (3) references for similar projects Qualification Statement Fee Schedule Key Personnel Information Other:	
<b>B.</b> ⊠	MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED  New Jersey Business Registration Certificate – Respondent must possess a certificate at time of RFP due date.	
	New Jersey Business Registration Certificate – Named /Listed Subcontractor(s) CD with PDF of RFP along with Printed Copies Certificates of the Required Insurance naming Township Additionally Insured Due at time a	
$\boxtimes$	contract is awarded Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order Disclosure of Activities in Iran	
<u>С.</u>	READ ONLY	
$\boxtimes$	Americans With Disability Act of 1990 Language	<del>-</del> 
does not 1	klist is provided for respondent's use in assuring compliance with required documentation; how necessarily include all specifications requirements and does not relieve the respondent of the necessarily with the specifications.	
Name o	f Respondent: Date:	
By Autl	horized Representative:	
Signatur	re:	
Print Na	ame & Title:	

### TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET PROPOSAL COST FORM/SIGNATURE PAGE

#### INSURANCE BROKER CONTRACT # MC-FO-0011-23

#### TO THE FRANKLIN TOWNSHIP COUNCIL:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per fee schedule submitted with the proposal.

# Contract commencing January 1 thru December 31

# Include fee schedule with response

(Corporate) The undersigned is a (Partnership) under the laws of the State of (Individual) principal office at	having its
Company	Federal I.D. # or Last 4 digits Social Security #
Address	
Signature of Authorized Agent	Type or Print Name
Telephone Number	Date
Fax Number	Fmail Address

# TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of

Organization:			
Organization Address:			
Part I Check the box that represents the type of business organization:  Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  For-Profit Corporation (any type) Limited Liability Company (LLC)  Partnership Limited Partnership Limited Liability Partnership (LLP)  Other (be specific):			
Part II	<u>[</u>		
0	The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)		
0	OR  No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)		
(Please attach additional sheets if more space is needed):			
Name	Name of Individual or Business Entity Home Address (for Individuals) or Business Address		

# <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
Disconlist the names and addresses of each steel/holder partner or member owning a 10 person	ıt or

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.** 

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

#### Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:	
Signature:	Date:	

# TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET NON-COLLUSION AFFIDAVIT

State of	SS:	
county or	<b>66</b> .	
I,	of the City of	
	and State of	of full age, being
duly sworn according to law on my	oath depose and say that:	
I am	on) of the firm of(Na	
participated in any collusion, or of connection with the above named paffidavit are true and correct, and a Somerset relies upon the truth of the in this affidavit in awarding the confidence of the secure such contract upon an agree	bidder has not, directly or indirectly therwise taken any action in restraint project; and that all statements contain made with full knowledge that the Tote statements contained in said proposal tract for the said project.  person or selling agency has been emement or understanding for a commission ployees or bona fide employees or bona fide employees or bota.	of free, competitive bidding in the din said proposal and in this ownship of Franklin, County of and in the statements contained ployed or retained to solicit or sion, percentage, brokerage, or
(N.J.S.A. 52:34-15)	(name o	of contractor)
Subscribed and sworn to		
before me thisday		
of		
	Signatur	e
	( Type or print name of	of affiant under signature)
Notary public of		
My Commission expires		

### TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

# GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

Township, prior to execution of the contract, one of the following documents:
Goods and General Service Vendors  1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.
Do you have a federally-approved or sanctioned EEO/AA program?  Yes No If yes, please submit a photostatic copy of such approval.
2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.
Do you have a State Certificate of Employee Information Report Approval?  Yes No If yes, please submit a photostatic copy of such approval.
3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website <a href="www.state.nj.us/treasury/contract_compliance">www.state.nj.us/treasury/contract_compliance</a> .
The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.
The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.
COMPANY: SIGNATURE:
PRINT NAME:TITLE:
DATE:

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

N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at ww.state.nj.us/treasury/contract compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

#### **AMERICANS WITH DISABILITIES ACT OF 1990**

**Equal Opportunity for Individuals with Disability** 

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

# **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, Franklin Township, Somerset County, New Jersey ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <a href="https://www.state.nj.us/treasury/revenue/busregcert.shtml">www.state.nj.us/treasury/revenue/busregcert.shtml</a>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

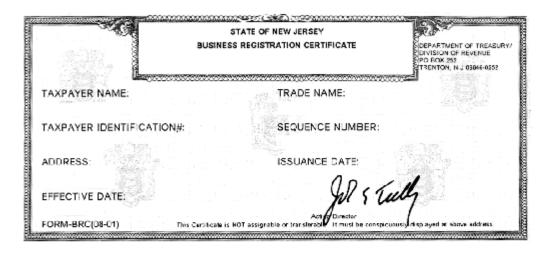
#### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

All businesses <u>MUST</u> provide a copy of their Business Registration Certificate (BRC) for their registration to be complete. Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

Non-profit Organizations must provide proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: <a href="https://www1.state.nj.us/TYTR\_BRC/jsp/BRCLoginJsp.jsp">https://www1.state.nj.us/TYTR\_BRC/jsp/BRCLoginJsp.jsp</a>
Information on BRC Requirements: <a href="https://www.state.nj.us/treasury/revenue/busregcert.shtml">http://www.state.nj.us/treasury/revenue/busregcert.shtml</a>





# 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

# TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

# **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

	ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
	-	·	
	Acknowledged for:		
	Acknowledged for.	(Name of Bidder)	
By:			
J .	(Signature of A	Authorized Representative)	
Name:		Print or Type)	
	(	Print or Type)	
Title:			
Date:			

FORM NOT REQUIRED IF NO ADDENDA ISSUED

# Township Of Franklin, County of Somerset New Jersey Department of Purchasing DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: MC-FO-001	1 Respondent:
complete the certification below to attest, under affiliates, is not identified on a list created and in Iran. If the Director finds a person or entity	n or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must repenalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or maintained by the Department of the Treasury as a person or entity engaging in investment activities to be in violation of the principles which are the subject of this law, s/he shall take action as may be attract, including but not limited to, imposing sanctions, seeking compliance, recovering damages ment 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 submit a response/renew:
is not providing goods or services of \$20,00	00,000 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 $\mathbf{AND}$	ct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
is not a financial institution that extends \$2	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 i	in the energy sector in Iran.
engaged in the above-referenced activities, a the Division of Purchase under penalty of per appropriate penalties, fines and/or sanctions  PART 2: PLEASE PROVIDE FURTHER IN	NFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN tion of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates,
	Relationship to Respondent
Duration of Engagement	Anticipated Cessation Date:
Respondent/Offeror Contact Name	Contact Phone Number
Certification: I, being duly sworn upon my oath my knowledge are true and complete. I attest the acknowledge that Franklin Township is relying from the date of this certification through the coanswers of information contained herein. I acknowledge that this certification, and if I do so, I recognize that	h, hereby represent and state that the foregoing information and any attachments thereto to the best of that I am authorized to execute this certification on behalf of the above-referenced person or entity. I on the information contained herein and thereby acknowledge that I am under a continuing obligation empletion of any contracts with the Township to notify the Township in writing of any changes to the nowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in I am subject to criminal prosecution under the law and that it will also constitute a material breach of the erset County, New Jersey and that the Township at its option may declare any contract(s) resulting
Full Name (Print)	Signature:
Title	Date

# **REFERENCES FORM**

# Reference # 1

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	

# Reference # 2

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	

# Reference #3

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	