

NOTE: The Township of Saddle Brook will consider proposals only from firms or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Qualifications.

**TOWNSHIP OF SADDLE BROOK
IN THE COUNTY OF BERGEN, NEW JERSEY**

**STANDARDIZED SUBMISSION REQUIREMENTS
And SELECTION CRITERIA**

REQUEST FOR QUALIFICATIONS:

**CONSULTING FOR TOWNSHIP RISK MANAGER
FOR HEALTH BENEFITS**

ISSUE DATE: December 14, 2023

DUE DATE: December 27, 2023 at 10:00 A.M.

Issued by:

Township of Saddle Brook

1. STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA

Standardized Submission Requirements Shall Include:

1. Names and roles of the individuals who will perform the service/tasks and descriptions of their experience, including experience with other public entities or institutions, with projects similar.
2. References and record of success of same or similar services.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Details of cost estimates, including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of “not to exceed” amount.

Selection Criteria Shall include:

Proposals will be evaluated by the Township on the basis of the most advantageous proposal submitted, with expertise, experience, price and other factors considered. The evaluation will consider:

1. Qualifications of the individuals who will perform the service/task and the amounts of their respective participation.
2. Experience, references and reputation in the field. Knowledge of the Township and the subject matter to be addressed under the contract.
3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter. Availability to accommodate any required meetings.
4. Cost consideration – including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.
5. Other factors if determined to be in the best interest of the Township.

PLEASE NOTE THIS ADDITIONAL REQUIREMENT:

Respondents shall submit one (1) original and three (3) additional sets of their sealed submissions on or before 10:00 a.m. on December 27, 2023.

II. INFORMATION FOR RESPONDENTS REGARDING THE SOLICITATION PROCESS

Receipt and Opening of Submissions:

*The Township has invited submissions for the service of professionals through a public notice of a request for qualification.

*Receipt of Submissions: The Township will receive submissions at the time and place mentioned in the public notice, and at such time and place the submissions will be publicly opened and read aloud.

*Submissions Not in Compliance: The Township may waive any formality or reject any and/all submissions, in accordance with the Fair and Open Public Solicitation Process for Professional Services established pursuant to P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 et seq.).

*Withdrawal Submissions: Submissions forwarded to the Township before the time of opening of submission may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of ninety (90) days.

Qualifications of Respondents:

*Individuals performing Tasks: Names and roles of the individual who will perform the tasks and descriptions of their education and experience, including experience with other public institutions, similar to the services contained herein.

*Past Performance: Documented past performance of same and/or similar service.

*References: References and record of success of same or similar service.

*Description of Abilities: Description of ability to provide the service in a timely fashion (including staffing, familiarity and location of key staff).

*Cost Details: Cost details including the hourly rates of each individual who will be performing services and all expenses.

*Technical Process and Equipment: Description of technical process and equipment used in performing the tasks.

Preparation of Submissions:

Completion of Submissions: Each submission must be provided on a Standardized Submission Form as supplied in the submission package, signed by the Representative or the principal thereof and shall contain the name, address, and telephone number of the professional service entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. ***Each submission shall be contained in a sealed envelope addressed to the Township of Saddle Brook, 55 Mayhill Street, Saddle Brook, New Jersey 07663, and said envelope shall be clearly marked "Sealed Submission Enclosed" and must be delivered at the time and place required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein or in unsealed envelopes shall not be considered.***

*No Responsibility for Lost or Misdirected Submissions: The Township will not be responsible for submissions forwarded through the U.S. mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

*Required Submission Forms: The submission shall include: (1) a respondent Information Form; (2) a Submission Form; (3) a Disclosure of Ownership Form; (4) a Non-Collusion Affidavit; (5) an Equal Employment Opportunity Notice Acknowledgement; (6) a copy of the applicable Business Registration Certificate; and (7) an Acknowledgement of Corrections, Additions or Deletions Form. All documents listed above (#1 through #7) shall be completed in their entirety.

*Errors in Submissions: If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum shall govern. Amounts written in words shall govern over amounts written in numerals.

Time for Award of Contract:

The Township shall make a determination whether to award the contract, reject all submissions, or seek additional information or modification to this Request for Qualifications within such time as may be specified in the invitation for submission, but in no case no more than 90 days, except that the submission of any Respondent who consents thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed.

Modification of Submissions:

Any respondent may modify its submission by mail, courier, or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The Township, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the Township will not know the final price(s) or term(s) until the sealed submission is open.

Rejection of Submission:

*Multiple Submissions Not Allowed: More than one submission from an individual, a firm or partnership, corporation, association of principals or as part of a joint venture arrangement for joint association under the same or different names shall not be considered.

*Unbalanced Submissions: Submission, which are obviously unbalanced, may be at the option of the Township.

*Right to Reject Submission: The right is reserved to reject any or all submissions in whole or in part in not in compliance with the standardized requirements.

*Method of Award of Submissions: The Township reserves the right to award the services identified in the submissions on a “*service by service*” basis, “*per project*” basis, *in part or in whole* as determined by the Township in its sole discretion.

*Right To Waive Informalities in Submission Preserved: The Township expressly reserves the right to waive any formality in any submission, and to reject the submission, which in the Township’s judgement serves its best interests.

Respondents Referred to Laws:

The attention of the Respondents is especially directed to the provisions of federal, state, County and Local Government status and regulations that may apply to work.

Transitional Period:

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the successful respondent to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

Facsimile Documents provided in a Submission:

Under no circumstances, on submission documents requiring authorized signatures, will the Township accept documents provided through facsimile machines.

Contract Compliance:

Respondents are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors – See Attachment VI.A), N.J.S.A. 10:5-31 ET SEQ. (Law Against Discrimination). N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts – See Attachment VI.B), and the Equal Opportunity Act of 1971.

General Requirements/Information:

It is understood by the respondent that this submission is provided on the basis of standardized submission requirements prepared by the Township and the fact that any respondent is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

The Township reserves the right to cancel any contract entered into upon thirty (30) days written notice.

SPECIFIC PROPOSAL REQUIREMENTS

CONSULTING FOR HEALTH BENEFITS/INSURANCE **CONSULTING SERVICES/RISK MANAGEMENT**

GENERAL CRITERIA: The Township desires to appoint a person or firm to provide technical and administrative services in the areas of risk management and general insurance matters.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed by the Department of Banking and Insurance with the State of New Jersey.
2. Must have a minimum of ten (10) years' experience in providing the services requested to municipalities, governments agencies or authorities.
3. Must have an office within reasonable distance from the Township Office.
4. Must have sufficient staff available to provide the services required by the Township.

INSURANCE REQUIREMENTS

Prior to commencing work under contract, the successful firm shall furnish the Township with a Certificate of Insurance as evidence that it has procured the insurance coverage required herein. A carrier approved by the Township must provide the coverage. Firms must give the Township a sixty (6) day notice of cancellation, non-renewal, or change in insurance coverage. The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request for Qualifications:

PROFESSIONAL LIABILITY

Minimum of \$1,000,000.00 errors and omissions per occurrence to be amended based upon the specific work and values involved.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Statutory coverage for New Jersey
\$100,000.00 Employer's Liability

GENERAL LIABILITY

Minimum of \$1,000,000 per occurrence to be amended based upon the specific work and values involved. The Township shall be named as additional insured with respect to general liability.

AUTOMOBILE LIABILITY

Minimum of \$1,000,000 per occurrence/ \$1,000,000 aggregate. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

INDEMNIFICATION

The selected firm(s) shall defend, indemnify and hold harmless the Township, its officers, agents, and employees from any and all claims and costs of any nature. Whether for personal injury, property damage, or other liability arising out of or in any way connects with the firm's acts or omissions under this agreement.

SUBMISSION FORMS

TOWNSHIP OF SADDLE BROOK

CHECKLIST

SUBMISSION DATE:

The following items shall be provided with the receipt of sealed submissions:

- _____ 1. Respondent Information Form
- _____ 2. Submission Form
- _____ 3. Disclosure of Ownership Form
- _____ 4. Non-Collusion Affidavit
- _____ 5. Equal Employment Opportunity Notice Acknowledgement
- _____ 6. Copy of respondent's Business Registration Certificate
- _____ 7. Acknowledgement of Corrections, Additions or Deletions

Reminder:

Please submit one (1) original and three (3) additional sets of the sealed submission.

RESPONDENT INFORMATION FORM

If the Respondent is an *INDIVIDUAL*, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a *TRADE NAME*, give such trade name:

Trading As: _____ Telephone No.: _____

If the Respondent is a *PARTNERSHIP*, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of authorized agent: _____

If the Respondent is *INCORPORATED*, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

TOWNSHIP OF SADDLE BROOK

SUBMISSION FORM

Note: Attach additional sheets as necessary.

- 1. Names and roles of the individuals who will perform the services and description of their education, municipal experience and experience with projects similar to the services contained herein including their education, degrees and certifications:**

- 2. References and record of success of same or similar service:**

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Note: Attach additional sheets as necessary.

Firm: _____ **Date:** _____

Authorized Representative (Print): _____

Signature: _____ **Title:** _____

Telephone #: _____ **Fax #:** _____

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting until a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership.”

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock or any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

NAME:

ADDRESS:

SIGNATURE: _____ DATE: _____

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or a partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful Respondent's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Authority, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); **OR**

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.: **OR**

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Authority to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Authority during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the Authority, and the gold *Vendor* copy is retained by the professional service entity.

The undersigned professional service entity certified that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

_____ DATE: _____

By:
Title:

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

(Signature)

(Type or Print name of affiant and Title, under signature)

(Date)

ATTACHMENTS

ATTACHMENT A

EQUAL EMPLOYMENT OPPORTUNITY N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICES 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, 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, 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 non-discrimination 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

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

The contractor or subcontractor agrees to attempt in good faith to employ minority and female 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfers, 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, or sex, consistent with the statutes and court decisions of the State of new Jersey, and applicable Federal Law and applicable Federal court decisions.

In conforming with 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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.**

ATTACHMENT B

BUSINESS REGISTRATION OF CONTRACTORS

On September 1, 2004, P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, became effective. As of that date, all business organizations that do business with a local contracting agency are required to be registered with the State of new Jersey, Department of Treasury, Division of Revenue, and provide proof that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A “Business Organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

The law provides that: A copy of the Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; *failure to do so is a fatal defect that cannot be cured.* This law covers construction as well as non-construction submissions.

Further information may be obtained by visiting the following web site at the State of new Jersey:
www.nj.gov/treasury/revenue/busregcert.htm

N.J.S.A.: 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform service for a contractor fulfilling this contract:

The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used:

During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.