



Township of Rockaway
Morris County
New Jersey

CONTRACT NAME: INSURANCE CONSULTANT

CONTRACT # 2023-RFP2

CONSULTANT: _____

ADDRESS: _____

TEL. NO: _____

EMAIL: _____

Contents

Notice of Publication.....	4
Project Specifications.....	5
Fee Proposal to Provide Services outlined above.....	8
Consultant Response.....	9
Method of Award.....	11
Non-Collusion Affidavit.....	12
Statement of Ownership Disclosure and Certification.....	13
Mandatory Equal Employment Opportunity Language.....	15
Americans with Disabilities Act.....	17
Disclosure of Investment Activities in Iran.....	18
Proposed Contract.....	19

Notice of Publication

The Township of Rockaway invites proposals: **Insurance Consultant**

Proposals will be opened and read in public for consideration by the Township of Rockaway, 65 Mount Hope Road, Rockaway NJ 07866 on April 6, 2023 at 10AM **prevailing time**. All proposals shall be received at the Township of Rockaway Municipal Building. Proposals arriving after the time of opening will not be accepted.

Proposals shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Township Purchasing Agent at the above address. The name and address for the Consultant and the name of the proposal contract and number must be printed on the face of the envelope. Proposal package should not be disassembled or duplicated. One original, one copy and a CD/Flash drive of the proposal must be submitted. Proposals will be rejected if not submitted within time, date and at place designated, in the manner designated.

You may download the specifications for free at <https://www.rockawaytownship.org/bids.aspx>
Hard copies of specifications are available for inspection at 65 Mount Hope Road, Rockaway NJ 07866 during regular business hours. Copies of specifications cost \$25.00.

Consultants who elect to utilize public or private mailing for delivery of proposal assume the burden of correctly addressing the envelope.

The Township of Rockaway does not release project estimates or bidder's lists. Bidders are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17-27.

The Township reserves the right to reject any and all proposals for the above listed contract in whole or in part which do not comply with the specification and/or statutory requirements. The Township reserves the right to waive informalities as the Township may deem to be in its best interest.

This contract will be awarded through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.

Project Specifications

1. Period of Contract – This contract shall commence on May 1, 2023 and shall conclude on April 30, 2024
2. Payment – The township shall not make any payments in advance for services required by the RFP
3. Insurance and Background Checks
 - a. The consultant is responsible for conducting adequate background checks on all employees and/or sub-contractors working at township facilities.
 - b. Consultant and sub-contractors must be bonded, and produce evidence of such.
 - c. The consultant shall maintain during the life of the contract insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The consultant shall provide a certified copy of the policies and/or certificates of insurance naming the township as additionally insured satisfactory to the municipality prior to commencement of work. Consultant must maintain workers compensation insurance in accordance with laws of the State of New Jersey.
 - d. Commercial General Liability insurance coverage, written on an occurrence basis must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than \$2,000,000. Municipality must be named as an additional insured.
4. Disclosure requirements
 - a. Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 if the contractor receives contracts in excess of \$50,00 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary.
 - b. Additional information on this requirement is available from ELEC at 888-313-3532 and at www.elec.state.nj.us
5. Health insurance consultant criteria for submission of qualifications
 - a. The township of Rockaway provides health insurance to approximately 325 active and retired employees. Current provider is New Jersey State Health Benefits.
 - b. In addition, the township provides:
 - i. Prescription Insurance, Current provider is Benecard.
 - ii. Vision Insurance, Current provider is Davis Vision.
 - iii. Dental Insurance, Current Provider is Delta Dental.
 - iv. Life Insurance for Active and Retired Police Officers, Volunteer First Aid, Fire, and Auxilliary members, Current Provider is Standard Insurance.
 - v. Short- and Long-Term disability.
6. Upon request, the consultant shall:
 - a. Ensure accurate follow through on all negotiated contractual arrangements made between the Township and any administrators or insurance carriers utilized by the Township
 - b. Provide current information on managed care delivery systems, including HMA, PPO, POS, and other current or emerging systems, as well as any other general health care consulting advice

- c. Perform a rate analysis, evaluate and negotiate all renewals for each year
- d. Monitor all contracts and maximize management information available through all providers
- e. Monitor claim performance according to any performance standards contracts the Township may have with any provider. Recommend the establishment of additional performance standard agreement with vendors if there are service problems
- f. Provide consulting advice for union negotiations before, during and after, specifically including the impact of benefit demands and advice for implementing changes
- g. Assist and provide recommendations in order to fulfill compliance requirements of state and federal regulations, statutes, and mandates (COBRA, HIPAA, etc.)
- h. Assist the Township with development of employee benefits statements
- i. Provide routine group benefit and general health care consulting advice
- j. Assist the Township in establishing a strategic plan for employee benefits. Provide ongoing analysis and planning of new approaches to employee benefits. Take the initiative to bring new ideas to the Township, and work with management team to develop a policy direction with regard to employee benefits
- k. Provide ongoing analysis of plan designs, cost containment strategies, and cost sharing alternatives to the Township while maintaining obligations under collective bargaining agreements
- l. Provide testimony for arbitration and/or other litigation hearings pertaining to benefit issues
- m. Develop strategies for implementation of new benefit programs to employee bargaining units or other interested parties, as directed by administration.
- n. Coordinate employee communication and conduct employee information meetings as new programs are implemented and about existing benefits and how to use them
- o. Inform the Township of changing legislation and legal decisions affecting employee benefits. Advise and discuss methods to comply with these changes.
- p. To assist Township with implementation of wellness programs. Provide assistance, material and resources for wellness programs, employee education materials for healthy lifestyles and participation in health fairs
- q. Provide advice on data practices, records retention and privacy issues
- r. Provide a team of servicing representatives available to the Township on an on-going basis i.e. at open enrollment meetings to explain plans and enroll employees in benefit programs.
- s. One member of the team must be a Certified Insurance Consultant (CIC)
- t. Prompt response to questions and requests is an absolute requirement. It is expected that there will be more than one individual within the firm capable of addressing possible Township concerns

7. Minimum Qualifications

- a. Have a minimum of five (5) years' experience, qualifications and reputation related to employee benefits consulting and group insurance work.
- b. Knowledge of the area of expertise for the position of Insurance Consultant

- c. Availability to accommodate any required meeting
- d. Designated professional and support staff and location of firm's offices to provide services in a timely fashion
- e. References from at least three (3) municipal entities where professional or contractor has provided similar services as sought in this proposal.
- f. Resume of consultant assigned to the handling of the Township Account.

Fee Proposal to Provide Services outlined above

This fair and open process proposal is for the Request for Qualification. An hourly fee proposal for consulting services is requested with this Request for Qualification. All fees proposed shall be inclusive of all costs and expenses of the Service Provider, including emails, phone calls, mailings, express mailings, copy cost and travel.

As required under the State of New Jersey Best Practices, the Township will not award a contract based on a percentage of premiums. The Township will award based upon an hourly consultant basis. Consultant shall neither solicit nor accept any payment from Township insurance providers.

The Professional Service Contract award will include an Authorized "Not to Exceed" amount by Resolution. Consultants are not to exceed the authorized award without Council approval. The Township will not be responsible for any billing excess of the authorized award. Therefore, Consultants are encouraged to notify the Township of any additional work/fees that will exceed the authorized amount.

Signature _____

Name _____

Company _____

Consultant Response

In its proposal, the vendor must include responses addressing each of the following:

1. Mandatory items; Failure to submit the following documents is a mandatory cause for the proposal to be rejected.
 - a. An executive summary of not more than two pages identifying and substantiating why the vendor is the best qualified to provide the requested services
 - b. A Staffing plan listing those persons who will be assigned to the engagement if the vendor is selected
 - i. Include designation of a responsible officer for all services required under the engagement
 - ii. Include relevant resume information for the individuals who would be assigned
 - c. A description of the vendor's experience in performing services of the type described in the technical specification. Specifically identify client size and specific examples of similarities with scope of services required under the Project specifications
 - d. References including names, addresses and phone numbers
 - e. Documentation that the vendor meets qualifications listed in the Project Specification. In its proposal, the vendor must identify any existing or potential conflicts of interest, and disclose any representative of parties or other relationships that might be considered to constitute a conflict of interest with regard to this engagement
 - f. Hourly Fee Proposal
 - g. Non-Collusion Affidavit
 - h. Disclosure of Ownership
 - i. Affirmative Action Exhibit
 - j. Business Registration Certificate
 - k. W-9 Form
 - l. Disclosure of Investment Activities in Iran
2. Items which will be required after award of the contract
 - a. Proof of Insurance
 - b. Signed Contract

PROPOSAL DOCUMENT SUBMISSION CHECKLIST

Failure to submit the following documents may be a cause for the proposal to be rejected.

(N.J.S.A. 40A:11-23.1b.)

Required with submission of proposal (Township's checkmarks)		Initial each item
X	Non-Collusion Affidavit	
X	Disclosure of Ownership	
X	Affirmative Action	
X	American with Disabilities	
X	Acknowledgement of Addenda	
X	Business Registration Certificate	
X	Pay To Play Certification, Statement of Ownership	
X	Disclosure of Investment Activities in Iran	

The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of consultant: _____

Signature: _____

Method of Award

This contract will be awarded through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.

Qualification statements will be evaluated by the Rockaway Township Department of Administration on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the Township of Rockaway and the subject matter to be addressed under the contract;
3. Availability to accommodate any required meetings of the agency;
4. Compensation proposal;
5. Other factors if demonstrated to be in the best interest of the Township of Rockaway

Non-Collusion Affidavit

State of New Jersey
County of _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in
this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
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 _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

Statement of Ownership Disclosure and Certification

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

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)**

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 of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III 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

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 Township of Rockaway 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 the Township of Rockaway to notify the Township of Rockaway 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 Township of Rockaway to declare any contract(s) resulting from this certification void and unenforceable.

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

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 county 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:

- a. Letter of Federal Affirmative Action Plan Approval
- b. Certificate of Employee Information Report
- c. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.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.**

Submitted by:

Name of Firm: _____

By:

Title:

Date:

Americans with Disabilities Act

Equal Opportunity for Individuals with Disability

The Contractor and the Township of Rockaway do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Rockaway 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 Township of Rockaway in any action or administrative proceeding commence pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Rockaway, 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 incurred in connection therewith. In any and all complaints brought pursuant to the Township of Rockaway grievance procedure, the Contractor agrees to abide by any decision of the Township of Rockaway which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Rockaway or if the Township of Rockaway 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 Township of Rockaway 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 proceedings is brought against the Township of Rockaway or any of its agents, servants, and employees, the Township of Rockaway shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

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

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

Disclosure of Investment Activities in Iran

Chapter 25 of the Laws of 2012 (N.J.S.A. 52:32-55 et. seq.):

All government contracting units in New Jersey are now required to receive certification that the person or entity submitting a bid; proposal or accepts any renewal of contract awarded pursuant to a bid or proposal shall complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/odf/chapter25listpdf. Bidders/proposers must review this list prior to completing the below certification.

Failure to complete this certification will render a bid or proposal non-responsive.

PLEASE CHECK THE APPROPRIATE BOX

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN	
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.	
PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES PLEASE ADD ADDITIONAL PAGES.	
Name	Relationship to Bidder/Proposer
Description of Activities	
Duration of Engagement	Anticipation Cessation Date
Bidder/Proposer Contact Name	Phone#

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Signed _____
 Company _____

Proposed Contract

THIS AGREEMENT, made Thursday, March 23, 2023 by and between:

THE TOWNSHIP OF ROCKAWAY, a municipal corporation of the State of New Jersey, with offices located at
65 Mount Hope Road
Rockaway, New Jersey 07866

(“Township”)

and: «Company» with offices located at
«Street»
«City», «State» «Zip»

(“Professional”)

WITNESSETH:

WHEREAS, N.J.S.A. 40A:11-1, *et seq.* requires that all contracts be in writing.

WHEREAS, the consultant is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship; and

WHEREAS, this agreement is awarded without competitive bidding as an “extraordinary unspecifiable service” in accordance with N.J.S.A. 40A:11-5(1)(m) and N.J.S.A. 40A:11-6.1 of the Local Public Contracts Law because the Agreement is for insurance consulting services; and

WHEREAS, funds are available for the retention of such services upon adoption of the 2023 Municipal Budget and payment is not to exceed duly authorized appropriations; and

WHEREAS, this Agreement has been awarded to the consultant based on the merits and abilities of the consultant to provide the services as described herein. This Agreement was awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20 *et. seq.*

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, covenants, and representations herein contained, the parties hereto, for themselves, heirs, successors, and assigns hereby agree as follows:

1. General Scope of Services

Consultant shall provide insurance consulting services to the Township in accordance with scope of work set forth in the relevant Request for Proposal (RFP) and in accordance with the fee schedule that is submitted herewith and made a part hereof by reference (Attachment C).

Consultant further represents that it is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with the services to be performed pursuant to this Agreement.

2. Payment

The payment to be made for said services or otherwise, under this agreement, shall be by voucher submitted in accordance with the attached Consultant's fee schedule and shall be payable as prescribed by law upon the Township's receiving an itemized bill. The Township agrees to endeavor to pay any bills submitted by the Consultant within 60 days of the Township's Receipt of a Township issued voucher signed by the Consultant. The Consultant hereby waives any right to collect interest on any payments which may be made by the Township received more than 60 (sixty) days after the Township's receipt of a fully executed voucher.

3. Term of Agreement

This contract shall run to the mutual benefit of and bind the parties' hereto for the period of March 23, 2023 to April 30 2023. Suspension or termination may occur in the event of default, inability or failure to perform on the part of Professional or when the Township requests termination of the contract in whole or in part. Either party may terminate this contract upon (30) days written notice to the other party.

4. Governing Law

This Agreement is to be governed by the laws of the State of New Jersey.

5. No Assignment

Neither the Township nor Consultant shall assign or transfer any rights under or interest in this Agreement (including, without limitation, moneys that may become due or moneys that are due) without the express written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6. Insurance

Consultant shall procure and maintain professional liability insurance throughout the life of this Agreement of not less than \$1,000,000.00 limit of liability for any one claim. Consultant shall provide the Township with a declaration page of such Liability Insurance evidencing the required insurance coverage detailed above and with a copy of the insurance policy upon the Township's request.

7. Indemnification

The Consultant shall agree to defend (including providing the costs of a defense, which includes but is not limited to payment of attorneys' fees and professional fees), indemnify, and save harmless the Township, its officers, agents, servants, and employees for any and all claims made by any person or entity for personal injury or bodily injury of any nature or for property damage which injury or damage is alleged to have occurred out of the work or to have in any way been connected to the work set forth in this contract whether such work is provided directly by the Consultant or whether such work is provided by any employee, agent, or representative of the Consultant. This duty to indemnify and defend shall extend to all activities which are undertaken in the context of the performance of the work set forth in this contract or which are in any way connected to such

work. This includes but is not limited to any and all claims which may be asserted against the Consultant or the Township for failure to respond or act in a specific or in a timely manner.

8. Equal Employment Opportunity Requirements

Consultant agrees to review the Mandatory Equal Employment Opportunity Language (N.J.S.A. 10:5-31 et seq.) (N.J.A.C. 17:27) attached hereto as Attachment A and to satisfy the State of New Jersey's contracting requirements for the year 2023.

9. Americans with Disabilities Act

Discrimination on the basis of disability is prohibited. Consultant is required to comply with the provisions of the Americans with Disabilities Act (“ADA”). Provider further agrees that the provisions of Title II of the ADA are made a part of the Agreement and that Consultant is required to comply with the language set forth in Attachment B.

10. Business Registration Certificate

Consultant shall submit a copy of the Business Registration Certificate from the New Jersey Department of the Treasury to the Township prior to the execution of this Agreement by the Township.

11. Business Entity Disclosure Certification

The Business Entity Disclosure Certification as required pursuant to L. 2004 c. 19 must be submitted by legal to the Township and placed on file with the Township Clerk prior to the execution of this Agreement by the Township.

12. Disclosure of Investment Activities in Iran

A “Disclosure of Investment Activities in Iran” pursuant to Public Law 2012 c. 25 must be completed and submitted.

13. Confidential Information and Related Matters

Consultant acknowledges that in the course of providing services, the Consultant and/or its employees may be supplied with or come into possession of information which is confidential and proprietary to the Township. Consultant hereby agrees that it will keep all such information confidential and will not disclose such information to any third party without the prior written consent of the Township. In addition, Consultant shall take such action as may be necessary or appropriate by way of agreement with, and instruction to, its employees / consulting staff so as to maintain the confidentiality of such confidential information of the Township.

14. Entire Agreement.

This Agreement, together with Attachments A, B, and C constitutes the entire Agreement between the Township and Consultant Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified, by a written instrument duly executed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed, sealed, attested and delivered on the date written above.

ATTEST:

TOWNSHIP OF ROCKAWAY

Everett Falt, Township Clerk

Joseph Jackson, Mayor

ATTEST:

«Company»

Signature

Signature

Print Name

Print Name

Rockaway Township

23

Title | _____
Print Name

Title | _____
Print Name

Attachment 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 et seq.
GOODS, GENERAL SERVICES AND PROFESSIONAL SERVICES 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 county 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.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 N.J.A.C. 17:27-1.1 et seq.

Attachment B

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disability

The Contractor and the Township of Rockaway do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Rockaway 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 Township of Rockaway in any action or administrative proceeding commence pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Rockaway, 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 incurred in connection therewith. In any and all complaints brought pursuant to the Township of Rockaway grievance procedure, the Contractor agrees to abide by any decision of the Township of Rockaway which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Rockaway or if the Township of Rockaway 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 Township of Rockaway 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 proceedings is brought against the Township of Rockaway or any of its agents, servants, and employees, the Township of Rockaway shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

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

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

Attachment C