

**TOWNSHIP OF HOWELL**  
COUNTY OF MONMOUTH  
STATE OF NEW JERSEY

**PROFESSIONAL SERVICES SOLICITATION**

***FAIR & OPEN PUBLIC SOLICITATION PROCESS  
PURSUANT TO TOWNSHIP ORDINANCE NUMBERS 0-05-20 & 0-05-27***

**PROFESSIONAL SERVICE: 2010 – HEALTH INSURANCE BROKER**

**PUBLIC OPENING OF SUBMISSIONS: JANUARY 26, 2010 – TUESDAY - 11:00 AM**

PUBLIC NOTICE TO PROFESSIONAL SERVICES ENTITIES  
INFORMATION FOR PROFESSIONAL SERVICES ENTITIES  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
(EXHIBIT A)

BUSINESS REGISTRATION OF CONTRACTORS  
WITH GOVERNMENTAL AGENCIES

STANDARDIZED SUBMISSION REQUIREMENTS

CHECK LIST

SUBMISSION DOCUMENTS

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# TOWNSHIP OF HOWELL

## **PUBLIC NOTICE**

### **FOR THE SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS FOR THE YEAR 2010**

**NOTICE IS HEREBY GIVEN** that sealed submissions will be received by the Township Manager, or designated representative, for the Township of Howell, County of Monmouth, State of New Jersey on **Tuesday, January 26, 2010, 11:00 A.M.** prevailing time, in the Main Meeting Room, Howell Township Main Administration Building, 251 Preventorium Road, Howell, NJ 07731 then publicly opened and read aloud for the following:

1. **Special Counsel**
2. **Municipal Prosecutor**
3. **Public Defender**
4. **Tax Appeal Attorney**
5. **Tax Foreclosure Attorney**
6. **COAH Attorney**
7. **Bond Counsel**
8. **Labor Attorney**
9. **Rent Control Board Attorney**
10. **Township Auditor**
11. **Township Planner**
12. **Planner for COAH Matters**
13. **Consulting Engineer**
14. **Utility Engineer**
15. **Wireless Telecommunications Consultant**
16. **Appraisal Services (Two Appointments)**
17. **Risk Management Consultant**
18. **Health Insurance Broker**
19. **Dental Insurance Broker**
20. **Actuarial Services**
21. **Planning Board Attorney**
22. **Planning Board Engineer**
23. **Planning Board Planner**
24. **Planning Board Certified Tree Expert**
25. **Zoning Board Attorney**
26. **Zoning Board Engineer**
27. **Zoning Board Planner**
28. **Zoning Board Certified Tree Expert**

Standardized submission requirements and selection criteria are on file and available in the Municipal Clerk's Office.


Submission packages may be obtained at the Purchasing Office, (732) 938-4500 extensions 2130 during regular business hours, 8:30 AM to 4:30 PM, Monday through Friday, excluding holidays and are also **available on our website: [www.twp.howell.nj.us](http://www.twp.howell.nj.us)**.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Township Council reserves the right to reject any or all submissions due to any defects or waive formalities and accept any submissions that in their judgment will be in the best interest of the Township. The Township Council shall award the contract or reject all submissions no later than 60 days from receipt of same.

By authorization of the Township Manager, of the Township of Howell, Monmouth County, New Jersey.



\_\_\_\_\_  
Helene Schlegel – Township Manager

Dated: **October 20, 2009**

## TOWNSHIP OF HOWELL

### PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT

#### SCOPE OF WORK

#### 2010 – HEALTH INSURANCE BROKER

The following is a description of the professional services needed, including, where appropriate, a description of tasks involved:

##### Health Insurance Broker

The Respondents ultimately selected through this RFP will be responsible for assisting Howell Township with all aspects of its health insurance consulting/brokerage services and for the management of all aspects of the Township's health and welfare insurance programs; this includes but not limited to Medical, Prescription and Vision programs, including but not limited to:

- Identifying issues and exposures and negotiating on Howell Township's behalf with insurance carriers; keeping Howell Township informed of significant developments affecting its insurance coverage. The Respondent selected as Howell Township's broker of record ("Broker") shall be authorized to represent and assist Howell Township in discussions and transactions with all insurance carriers, provided that the Broker shall not place any insurance on behalf of Howell Township unless so authorized in writing by Howell Township.
- Following up with insurance carriers for timely issuance of policies and endorsements placing coverage delivery binders to Howell Township prior to the expiration of the current policies.
- Reviewing policies and endorsements for accuracy and conformity to specifications and negotiated coverages.
- Providing coverage summaries to Howell Township for all new coverages and updates on changes to existing coverages.
- Processing or facilitating the processing of certificates of insurance, as requested by Howell Township.
- Forwarding Howell Township's claims to the insurance carrier. The Broker shall monitor the claim status and assist Howell Township in obtaining timely resolution of the submitted claim.
- Attending regular, special and emergency meetings of Howell Township, if required.
- Attending any other meetings that Howell Township deems necessary.
- Reviewing all correspondence referred by Howell Township and preparation of correspondence on behalf of Howell Township, if requested.

The Broker will be required to perform the following services:

- Assistance with the development of and planning of long range health insurance strategies.
- Recommendations and negotiations to procure health insurance, prescription and vision coverage, including assisting the Purchasing Department in the preparation of Requests for Proposals.
- Assist in managing of all aspects of the Township's health insurance program.
- Analysis of proposals in connection with health insurance procurement, including, but not limited to, recommending selection criteria, marketplaces and assisting in an advisory capacity the evaluation of proposals.
- Participation in on-going meetings with Township personnel regarding insurance strategies and day to day operation of the Township's health insurance needs.

- Assistance in the development of alternative strategies to reduce risk to assets and resources; consultation as to the probable impact of strategies elected by Howell Township.
- Assist the Township as a resource during collective bargaining sessions.
- Facilitate employee group sessions at open enrollments and/or when changes are introduced.
- Create employee communication pieces as necessary/requested by Howell Township.
- Monitor and ensure carrier compliance with plans, commitments, and facilitate carrier relationships with Howell Township.
- Market programs periodically.

All annual rate renewal reports shall include the following:

**Executive Summary:** Include key findings and recommendations; (recommendations can include, in addition to rate actions, the removal of plans or corrective actions, the issuance of a request for proposal, new benefit recommendations or deletions of old benefits, revised programs, etc.) and historical highlights (overall historical trends in membership, reserves, trends, etc.).

Enrollment history and trends.

**Analysis of Health Care Trends:** Methodology for prediction of trend (for medical plans, separate claims and utilization analyses are developed).

**Financial Projections:** Determination of past period to project need for renewal.

**Development of Rate Renewal:** as part of the analysis for medical, prescription and vision plans, an analysis will include identification of plan costs and utilization trends and how those trends parallel or vary from known general experience for other carriers statewide.

Presentation of Premium Rates.

Township claims experience will be provided to the Broker on a quarterly basis by the Plan administrator for the Medical, Prescription and Vision Plan. Claims experience provided shall be analyzed, upon receipt by the Broker and any concerns that the Broker may have relating thereto shall be immediately reported to the Contract Manager.

During the spring of each year, the administrator for each plan will provide the Broker with a written projection of costs and proposed rate renewal for the following calendar year. For each Plan noted, the Broker will independently develop rate renewal projections based upon the Broker's review of the Township's experience, cost and utilization trends.

#### **Assistance in the Preparation of Written Materials**

Upon the written request of the Contract Manager the Broker shall provide expert assistance in the writing of technical brochures or technical sections of Township handbooks, language for rule revisions in the NJ Administrative Code and other written materials.

#### **Design of New Programs or Benefits**

Upon the written request of the Contract Manager, the Broker shall provide expert assistance, underwriting and actuarial services, advice in the design of new benefits and will independently recommend new programs.

#### **Evaluation of Proposed or Enacted Legislation**

The Broker is expected to immediately advise the Contract Manager of pending or enacted Federal legislation affecting the Township. Upon the written request of the Contract Manager, the Broker shall advise of the financial and administrative impact of State or Federal legislation on the Township and assist in the implementation of changes made necessary by such legislation.

#### **Analysis of Covered Service Area Expansion**

For purposes of providing an adequate choice of plans for the Township's retirees in other states, the Broker, upon the written request of the Contract Manager, shall analyze service areas of current plans and provide recommendations regarding design and expansion of plans into other states.



TOWNSHIP OF HOWELL  
**INFORMATION FOR PROFESSIONAL SERVICES ENTITIES**  
**(FAIR & OPEN PUBLIC SOLICITATION PROCESS)**

**1B.1 RECEIPT AND OPENING OF SUBMISSIONS**

**1B.1.1 OWNER AND PROJECT**

The Township of Howell, Monmouth County, New Jersey (hereinafter called the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

**1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS**

Township Manager and/or his designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

**1B.1.3 SUBMISSIONS NOT IN COMPLIANCE**

The OWNER may waive any formality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* pursuant to Township of Howell Ordinance Numbers 0-05-20 and 0-05-27.

**1B.1.4 WITHDRAWING SUBMISSIONS**

Submissions forwarded to the Township Manager and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represents 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 (Saturday, Sunday and Holidays excluded). Once submissions have been opened, they must remain firm for a period of sixty (60) days.

**1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES**

**1B.2.1 INDIVIDUALS PERFORMING TASKS**

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

**1B.2.2 PAST PERFORMANCE**

Documented past performance of same and/or similar service.

**1B.2.3 REFERENCES**

References and record of success of same or similar service.

**1B.2.4 DESCRIPTION OF ABILITIES**

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

### **1B.2.5 COST DETAILS**

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

### **1B.2.6 TECHNICAL PROCESS AND EQUIPMENT**

Description of technical process and equipment used in performing the task(s).

## **1B.3 PREPARATION OF SUBMISSIONS**

### **1B.3.1 COMPLETION OF SUBMISSIONS**

Each submission must be provided on a Standardized Submission Form as supplied in the submission package and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professional services 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, including all copies, shall be contained in a sealed envelope using the label supplied with this submission package. If using a courier or mail service, the submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named, or in unsealed envelopes, shall not be considered. A label has been provided for your use at the end of this document.***

The Owner 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.

The submission shall be accompanied by all forms listed in the Checklist and be completed in their entirety.

### **1B.3.2 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 of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

## **1B.4 TIME FOR AWARD OF CONTRACT**

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Township's Chief Financial Officer has certified the necessary funds in a lawful manner.

## **1B.5 MODIFICATIONS OF SUBMISSIONS**

Any professional services entity may modify his submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The OWNER, 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 OWNER will not know the final price(s) or term(s) until the sealed submission is opened.



## **1B.6 REJECTION OF SUBMISSIONS**

### **1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED**

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

### **1B.6.2 UNBALANCED SUBMISSIONS**

Submissions, which are obviously unbalanced, may be rejected at the option of the OWNER.

### **1B.6.3 RIGHT TO REJECT SUBMISSIONS**

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

### **1B.6.4 METHOD OF AWARD OF SUBMISSIONS**

The right is reserved by the Township of Howell to award submissions on a *“service by service” basis, “per project” basis, in part or in whole* as determined by the OWNER.

### **1B.6.5 RIGHT TO WAIVE FORMALITIES RESERVED**

The owner expressly reserves the right to waive any formality in any submission, and to accept the submission, which in the OWNER'S judgment serves its best interests.

## **1B.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS**

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

## **1B.8 PAYMENT**

Checks are processed by the Township of Howell's Finance Department approximately on the 15<sup>th</sup> and 30<sup>th</sup> day of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

***NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.***

## **1B.9 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 professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

## **1B.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION**

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

#### **1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS**

Professional services entities 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.**

#### **1B.12 GENERAL REQUIREMENTS/INFORMATION**

The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by TOWNSHIP OF HOWELL and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

#### **1B.13 PROFESSIONAL DISCLOSURE**

The professional services entity shall disclose any ownership in any firm for a product or service that they are recommending.

#### **1B.14 CANCELLATION OF CONTRACT/AGREEMENT**

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

#### **1B.15 CONTRACT TERM**

Pursuant to **N.J.S.A. 40A:11-3(b)**, ..."contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (**N.J.S.A. 40A:11-5**) may be awarded for a period not exceeding twelve (12) consecutive months".

## **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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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, 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 make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

**BUSINESS REGISTRATION CERTIFICATE**  
**ATTENTION ALL PROFESSIONAL SERVICE ENTITIES**

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e. Township of Howell) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of 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 NJ 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/busreqcert.htm](http://www.nj.gov/treasury/revenue/busreqcert.htm)

***Goods & Services Contracts (including purchase orders):***

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

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) 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;
- 3) 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.

## **TOWNSHIP OF HOWELL**

### **AMERICANS WITH DISABILITIES ACT OF 1990** **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the TOWNSHIP OF HOWELL (herein referred to as the Township) do hereby agree that the provisions of Title 11 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 pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP 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 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 TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP 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 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 pursuant to this paragraph.

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

## TOWNSHIP OF HOWELL

### **STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA** ***(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)***

The Township of Howell is seeking sealed submissions in response to a Public Notice for the Solicitation of a Professional Service Contract.

#### **The standardized submission requirements shall include:**

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their 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 time estimates for each individual, all expenses and total cost of "not to exceed" amount.

#### **The selection criteria to be used in awarding contracts shall include:**

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
2. Experience and references.
3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
4. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.

#### **Please Note this Additional Requirement:**

Professional services entities shall submit **one (1) original (clearly mark the original copy) and seven (7) additional sets (copies)** of their sealed submission, on the date of the public opening and reading.

**TOWNSHIP OF HOWELL**  
**CHECKLIST**

*The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:*

- |   |         |
|---|---------|
| 1. Non-Collusion Affidavit .....  | ___X___ |
| 2. Disclosure of Ownership Form .....   | ___X___ |
| 3. Insurance Requirement Acknowledgement Form .....   | ___X___ |
| 4. Mandatory Equal Employment Opportunity Notice Acknowledgement  | ___X___ |
| 5. Copy of your <b>Business Registration Certificate</b> as issued by the State of New Jersey,<br>Department of Treasury, Division of Revenue ..... | ___X___ |
| 6. Professional Service Entity Information Form .....   | ___X___ |
| 7. Qualifications Submission .....  | ___X___ |
| 8. Acknowledgement of Corrections, Additions or Deletions Form .....  | ___X___ |

**Reminder**

**Please submit one (1) original and seven (7) copies of the sealed submission.**



**TOWNSHIP OF HOWELL**  
**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 or RFP  
entitled \_\_\_\_\_,  
(Title of Bid or RFP)

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

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

\_\_\_\_\_  
(Name of Business Entity)

Subscribed and sworn to

before me this day

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

# TOWNSHIP OF HOWELL

## 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 unit a statement setting forth the names and addresses of all individual 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 of 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:

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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 partnership that operates as a (check one of the following):**

\_\_\_\_\_ Limited Partnership

\_\_\_\_\_ Limited Liability Corporation

\_\_\_\_\_ Limited Liability Partnership

\_\_\_\_\_ Subchapter S Corporation

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**TOWNSHIP OF HOWELL**  
**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the Township's Clerk's Office upon award of contract by the Township Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

**PROFESSIONAL LIABILITY INSURANCE**

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

***Acknowledgement of Insurance Requirement:***

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
\_\_\_\_\_  
(Printed Name and Title)

**TOWNSHIP OF HOWELL**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE**  
**(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**

This form is a summary of the successful professional service entity'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 Township of Howell, 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 Township of Howell 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 Township of Howell 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 Township of Howell, and the gold *Vendor* copy is retained by the professional service entity.

**The undersigned professional service entity certifies 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: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **BUSINESS REGISTRATION CERTIFICATE COMPLIANCE**

### **Goods and Services Contracts (including purchase orders)**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) 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 was used; 3) 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. Information on the law and its requirements is available by calling (609) 292-9292.

**PLEASE ATTACH A COPY OF YOUR BUSINESS REGISTRATION CERTIFICATE.**

# TOWNSHIP OF HOWELL

## PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity 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.: \_\_\_\_\_

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If the Professional Service Entity 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: \_\_\_\_\_

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If the Professional Service Entity 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 HOWELL

## SUBMISSION FORM

(Additional sheets may be used but please use item number)

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

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

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

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

**NOT TO EXCEED AMOUNT TOTAL FOR THE YEAR 2010 \$** \_\_\_\_\_.

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Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_



**TOWNSHIP OF HOWELL**

**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)*

**SEALED SUBMISSION LABEL FOR PROPOSAL**

**PLEASE CUT OUT THE LABEL BELOW AND TAPE TO FRONT OF SEALED  
SUBMISSION**

**\*\*\*\*\*DO NOT OPEN\*\*\*\*\***

**IMPORTANT-SEALED SUBMISSION ENCLOSED**

NAME, COMPANY & ADDRESS:

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**TO: TOWNSHIP CLERK  
TOWNSHIP OF HOWELL  
251 PREVENTORIUM ROAD  
PO BOX 580  
HOWELL, NJ 07731**

**2010 – HEALTH INSURANCE BROKER  
RECEIPT OF SEALED RFP – TUESDAY – JANUARY 26, 2010 - 11:00 AM**