



City of Perth Amboy
Department of Administration
Division of Purchasing
260 High Street
Perth Amboy, NJ 08861

REQUEST FOR PROPOSALS

FOR

**INSURANCE BROKER SERVICES FOR HEALTH BENEFITS
(MEDICAL/PRESCRIPTION/DENTAL/VISION)
AND STOP LOSS INSURANCE**

ISSUED

April 5, 2024

DUE

May 2, 2024

**CITY OF PERTH AMBOY
NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that sealed Proposals will be received by the City of Perth Amboy (the "City"), 260 High Street, Perth Amboy, New Jersey 08861, on **May 2, 2024 at 10:00 a.m.** prevailing time for the services listed below, at which time they will be opened in public:

**INSURANCE BROKER SERVICES FOR HEALTH BENEFITS
(MEDICAL/PRESCRIPTION/DENTAL/VISION) AND STOP LOSS INSURANCE AND STOP LOSS INSURANCE**

This Request for Proposals (RFP) is issued in accordance with, among others, City Executive Order 2012-1 and Section 98.21 et seq. of the City Code, which requires that the City utilize a fair and open procurement process when soliciting, among others, insurance services. This RFP also satisfies the requirements of a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq. It is also consistent with the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (LPCL). Insurance services are exempt from bidding pursuant to N.J.S.A. 40A:11-5(1)(m) of the LPCL, but this RFP has nonetheless been issued to obtain quotations and proposals for such services in accordance with the broader requirements of the LPCL and Local Finance Guidance.

The RFP documents may be obtained from Maria J. Rivera, Purchasing Agent, 260 High Street, Perth Amboy, New Jersey 08861, between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, or can be downloaded from the City's website: www.perthamboy.nj.us.

An **original and two (2) copies** of proposals submitted in response to this RFP along with an electronic copy on a USB, to the City of Perth Amboy, Division of Purchasing, Attn: Maria J. Rivera, Purchasing Agent, City Hall, 260 High Street, Perth Amboy, New Jersey 08861, prior to the date and time set forth above. At the above place and time, proposals received shall be opened, and the names of all respondents and their respective price proposals shall be announced in public.

Proposals must be submitted in a sealed envelope, clearly marked on the outside with the words **"RFP, Insurance Broker Services for Health Insurance Benefits (Medical/Prescription/Dental/Vision) and Stop Loss Insurance."**

Proposers are required to comply with:

- Affirmative Action Regulations requirement of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27;
- P.L.2004, c.57 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44

Proposals must strictly comply with all requirements for a regular proposal as directed or required by the specifications and the Statutes in such case made and provided.

All questions regarding this RFP must be submitted via email request to Maria J. Rivera at mriviera@perthamboynj.org prior to **April 19, 2024 at 12:00 p.m.** Responses will be provided no later than **April 26, 2024 at 12:00 p.m.** Any addenda will be issued on the City's website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). **All interested Respondents should check the website from now through the submission deadline. It is the sole responsibility of the Respondent to be knowledgeable of all addenda related to this procurement.**

The City of Perth Amboy reserves the right to consider bids for sixty (60) days after their receipt.

The City of Perth Amboy reserves the right to reject any and all proposals if deemed in the best interest of the City to do so. Notice is hereby given to all proposers that if their proposals are informal, defective, or irregular, the same will be rejected.

Maria J. Rivera, Purchasing Agent
City of Perth Amboy
260 High Street
Perth Amboy, NJ 08861
(732) 826-0290 Ext. 4010 Email: mriviera@perthamboynj.org

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

1. **“City”** – refers to the City of Perth Amboy.
2. **“Proposal”** – refers to a complete response to this RFP submitted by a Respondent.
3. **“Respondent” or “Respondents”** – refers to the interested firm(s) that submits a response to the RFP.
4. **“RFP”** - refers to this Request for Proposals, including any amendments or supplements thereto.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose

The City of Perth Amboy is soliciting Proposals for the provision of insurance broker services for employee health benefits covering medical, prescription, dental and vision services as described herein. Through the Request for Proposal ("RFP") process described herein, firms interested in providing the requested services must prepare and submit a Proposal in accordance with the procedure and schedule in this RFP. The City will review only those Proposals that include all the information required to be included as described herein (in the sole judgment of the City). The City intends to award a contract to any qualified Respondent whose Proposal is in the best interest of the City, as determined by the City, in accordance with applicable law.

1.2 Procurement Process and Schedule

This RFP is issued in accordance with, among others, City Executive Order 2012-1, and with Section 98.21 et seq. of the City Code, which requires that the City utilize a fair and open procurement process when soliciting, among others, insurance services. This RFP also satisfies the requirements of a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq. It is also consistent with the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (LPCL). Insurance services are exempt from bidding pursuant to N.J.S.A. 40A:11-5(1)(m) of the LPCL, but this RFP has nonetheless been issued to obtain quotations and proposals for such services in accordance with the broader requirements of the LPCL and Local Finance Guidance.

The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each firm is provided an opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated by an evaluation committee in accordance with the criteria set forth within this RFP, which will be applied in the same manner to each Proposal received. Under no circumstances will a member of the evaluation committee review responses to an RFP if they have a personal or financial interest in any of the Respondents.

Based upon the totality of the information contained in the Proposal, the City will select the Successful Respondent whose Proposal, in the City's sole judgment, best serves the interests of the City, in accordance with law. The timetable for award of any contract hereunder is set forth in Section 1.8 hereof. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFP or the RFP process shall be **in writing** (email preferably), and directed to the City's Designated Contact Person, no later than **12:00 p.m. on April 19, 2024**.

Designated Contact Person:

Sonia Neira, Personnel Officer
City of Perth Amboy
260 High Street
Perth Amboy, New Jersey 08861.
sneira@perthamboynj.org

The City (through the issuance of addenda to all firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents, or as otherwise deemed necessary or appropriate by the City.

Responses to this RFP must be submitted to Maria J. Rivera, Purchasing Agent, City of Perth Amboy, 260 High Street, Perth Amboy, New Jersey 08861, and be received by the City, via United States mail, courier, personal delivery or hand delivery, by 10:00 a.m. Prevailing Time on May 2, 2024. Proposals not received at that time and place will not be accepted, but will be returned unopened by the City. Responses will not be accepted by facsimile transmission or e-mail.

1.3 Conditions Applicable to RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The City reserves the right (in its sole judgment) to reject for any reason, consistent with law, any and all responses to the RFP.
- The City reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses, or a Proposal that is not responsive to the requirements of this RFP.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Proposals shall become the property of the City and will not be returned.
- All Proposals will be made available to the public in accordance with law.
- The City may request Respondents to send representatives to the City for interviews.
- Neither the City, nor its staff or consultants, shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.
- Respondents are advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Respondent receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

1.4 Rights of City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP, through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal, and to request additional information to support the information included in any Proposal.

- To suspend, abandon or terminate the procurement process described in this RFP at any time. If abandoned or terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- To award contracts to one or multiple firms, depending on the needs of the City with respect to these services. (each firm is required to submit all required paperwork listed on the Request for Proposal Checklist).

The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.5 Addenda or Amendments to RFP

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or clarifications to written inquiries. Those addenda will be noticed by the City by both posting such addenda on the City's website, and by providing same to any Respondent(s) who have received a copy of the RFP, and will constitute a part of the RFP. Proposers are responsible for monitoring the website for any addendums related to this RFP, even if they have received a copy of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

1.6 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its staff or consultants, for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

1.7 Proposal Format

Responses should cover the information requested in Section 3 hereof. Responses that, in the judgment of the City, fail to meet the requirements of the RFP or that are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors, may be rejected.

1.8 Anticipated Procurement Schedule

- Issuance of Request for Proposals: **April 5, 2024**
- Deadline for Submission of Written Questions: **April 19, 2024**
- Deadline for Provision of Responses to Written Questions: **April 26, 2024**
- Receipt of Responses to RFP: **May 2, 2024**
- Expected Completion of Evaluation of Responses: **May 13, 2024**
- Award of Contract: **May 22, 2024**

SECTION 2
SCOPE OF SERVICES

2.1 Scope of Services

It is the intent of the City to solicit Proposals from Respondents that have expertise in the provision of insurance broker services regarding the evaluation and obtaining of insurance coverage and management of a Self-Insured Health Insurance Program. Respondents shall have a minimum of 5 years experience in providing insurance consultant/broker services to self-insured public entities. Firms and/or persons responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform these services and possess the necessary licenses and/or certifications to do so.

- a. Assigned Personnel:** The Successful Respondent shall designate a principal to be assigned to this account to act as the primary contact for the City. **The City must approve the principal and any other personnel assigned to perform services for the City (hereafter collectively referred to as “assigned personnel”).** If for any reason the City finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, the Successful Respondent will agree to assign replacement personnel that must be approved by the City. Personnel assigned to the account must have a minimum of (5) five years full time experience as a broker, and a minimum of (5) five years full time experience with public entities. Insured and self-insured insurance program management experience is preferred.
- b. Health Insurance Program Administration:** Program administration duties shall include, but not be limited to the following:
1. Act as an independent insurance advisor to the City, and proactively **provide ongoing unbiased professional advice and recommendations that benefit the City.**
 2. Proactively provide ongoing review and analysis of the City’s insurance programs and identification of risk transfer and risk financing options.
 3. Assist in the procurement of health benefits insurance coverage, including preparation of any required requests for proposals, pursuant to and in compliance with City Executive Order 2012-1 (See, Appendix L). A minimum of three (3) obtained proposals for each line of service should be presented to the City for consideration.
 4. Assists in the analysis of the proposals received in connection with insurance procurement, including but not limited to evaluation of proposals and recommendations.
 5. Be familiar with the major exposures of the City.
 6. Be familiar with the coverage provided by all relevant insurance policies and documents issued to the City.
 7. Assure that insurance policies are placed in a timely manner, without lapse in coverage periods, with reputable and financially responsible insurers.
 8. Service the insurance policies placed for the City including processing all changes, endorsements and verifying the accuracy of invoices within a reasonable time.
 9. Provide early notice of rate and coverage changes or renewal problems through a process to be mutually agreed upon with the City.
 10. Ensure that all policies purchased are reviewed, and that policies are provided to the City before their respective renewal dates, or within 30 days of receipt, for the City’s approval.

11. Provide loss runs annually, and provide a loss analysis when requested for each policy written 45 days prior to renewal.
12. Upon request of the City, but **at least** once a year, provide a comprehensive report that reviews all of the City's insurance programs.
13. Through a mutually agreed upon process, monitor the City's operations and loss exposures, and make any appropriate recommendations for coverage changes or new coverage.
14. Be available to answer questions or obtain answers from underwriters for policy coverage questions.
15. Meet with City staff and designated representatives each month and as reasonably requested.
16. Provide consultation services and written reports each month, consistent with industry standards.
17. Provide loss control services and assistance with claims as requested by the City.
18. Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives, including types, availability, costs and extent of coverage that should be considered.
19. Provide additional services related to insurance coverage as the City may reasonably request.

Brokerage and consulting services must be provided for annual policy renewals, and on an as needed basis. The Successful Respondent must provide a thorough renewal presentation each year at least thirty (30) days before the expiration date of then-current policies, with policy recommendations to include an analysis of available alternatives in consideration of the City's exposures. Brokerage services must also include market research, policy endorsements, certificates of insurance, and coverage consultation on claims filed against the City. The Successful Respondent will also advise, on a continuing basis and in a timely manner, of any and all significant matters and developments regarding carrier service issues.

c. Compliance with City Executive Order 2012-1. All services shall be performed in accordance with City Executive Order 2012-1, included herein as Appendix L. Also supplied with this RFP in accordance with City Executive Order No. 2012-1 and also included at Appendix L, is information pertaining to the City's health benefits plans (medical, dental, vision and prescription), which depicts the types of plans, COBRA rates, and lives covered.

2.2. Term

The term of the contract for Insurance Broker Services for Health Benefits to be issued and award in connection with this RFP, will be a one (1) year contract, with two (2) optional one (1) year term extensions each, in all cases subject to the requirements of N.J.S.A. 40A:11-15.

2.3 Certification Regarding Commissions and Fees

During the term of any contract awarded hereunder, the Successful Respondent shall provide the City with annual certifications regarding commissions and fees, as required pursuant to City Executive Order 2012-1 (Appendix L).

SECTION 3 SUBMISSION REQUIREMENTS

3.1 General Requirements

The Proposals submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section, and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO REPRESENT THE INTERESTS OF THE CITY IN THE NEGOTIATION, PLACEMENT AND SERVICING OF ITS INSURANCE PROGRAMS, AND PROPOSALS SUBMITTED BY INSURANCE AGENTS SHALL BE DISCLOSED AS SUCH. FURTHER THE SUCCESSFUL RESPONDENT SHALL BE REQUIRED TO PROCURE INSURANCE FOR THE CITY IN ACCORDANCE WITH THE REQUIREMENTS OF CITY EXECUTIVE ORDER NO. 2012-1, WHICH IS INCLUDED HEREWITH AS APPENDIX L.

Any Respondent who operates as a managing general agent, managing general underwriter, has any ownership interest in an entity which contracts with a joint insurance fund, has any financial interest in any joint insurance fund, or in any similar capacity for any underwriting organization, shall fully disclose the nature and extent of its service as such. Such statement shall include confirmation that such service shall not present a conflict of interest with regard to Respondent's responsibilities to the City, should Respondent be selected, which responsibilities shall be paramount under any circumstance.

3.2 Content and Form of Proposal Response

- a. Proposal Format. Proposal content and completeness will be an important criteria in the evaluation process. In order to streamline the evaluation process and insure that all proposals are evaluated on an equal basis, it is required that Proposals adhere to the standard format outlined below for presentation of the requested information.

Section/Title

1. Letter of Transmittal
2. Qualifications
3. Experience of the Firm
4. Key Personnel
5. Fee Proposal and other Proposal Checklist Forms

b. Proposal Content

i. Letter of Transmittal (Section 1) The Respondent must provide a Letter of Transmittal signed by the individual who is authorized to commit the firm to the Scope of Services of this RFP. This letter must incorporate the following:

- An acknowledgment of receipt of this RFP stating that it is understood that all conditions contained in this RFP may be incorporated into any resulting contract.
- A narrative statement of the Respondent's understanding of the City's needs and goals.
- A statement that guarantees that the proposal is valid for [60] days from the date of receipt by the City.
- A statement acknowledging that all information contained in the Proposal is factual and accurate.

- A statement that the Respondent is in compliance with all applicable affirmative action regulations.
- A statement acknowledging that the individual signing the letter of transmittal has the authority to commit the firm to all the provisions contained in this RFP and the firm's corresponding Proposal.
- Respondent must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or to the City.
- The submission shall be accompanied by: Request for Proposals Checklist (Appendix A); Fee Proposal (Appendix B); Executed Letter of Transmittal; Ownership Disclosure Certification (Appendix C); Non-Collusion Affidavit (Appendix D); Request for References (Appendix E); Mandatory Equal Employment Opportunity Notice Acknowledgement (Appendix F); Mandatory EEO Language (Appendix G); Respondent's Business Registration Certificate (see Appendix H); Professional Services Entity Information Form (Appendix I); Data Form Summary (Appendix J); Respondent's Qualification Statement (Appendix K); Compliance with City Executive Order 2012-1 Regarding Procurement of Insurance Services (Appendix L); Disclosure of Investment Activities in Iran (Appendix M); Disclosure of Investigations and Actions Involving Service Entity (Appendix N); and Acknowledgement of Receipt of Addenda (Appendix O).

ii. Qualifications (Section 2)

(1) Respondent's Experience

The Respondent must demonstrate the experience and qualifications of the firm. Respondent must provide the following:

- Brief history of the firm; highlight the benefits the firm believes it can contribute to the City.
- An explanation of fields of expertise and reputation in the field.
- An explanation of the Broker's experience (minimum of 5 years in providing services to self-insured public entities), and knowledge in providing broker services to municipalities similar in size to the City of Perth Amboy, and which are also self-insured.
- Respondent shall have knowledge, training and experience in all forms of municipal insurance and all other types of insurance products necessary for the City of Perth Amboy.
- An explanation of licensures held, and familiarity and experience with public entity insurance.
- Any other information the Respondent deems pertinent and which demonstrates an ability to perform the requested services.
- A detailed description of the services to be provided including examples. Clearly outline the approach that the Respondent intends to utilize in providing the services outlined in the Scope of Services.
- Provide at least three (3) client references where the services provided were comparable to those requested in the Scope of Services section of this RFP.
- Identify any existing or potential conflict of interest, or any relationships that might be considered a conflict of interest, that may affect or involve the provisions of services to the City.
- Describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas, or other information requests of or involving your firm or

the owners, principals or employees thereof during the past three (3) years. Describe the nature and status of the matter and the resolution, if any.

- Provide account retention experience for clients similar to the City, and employee retention experience.

(2) Experience of Key Personnel

The Respondent must demonstrate the experience and qualifications of the firm and its professionals who will be performing work for the City. Therefore, Respondent shall provide the following:

- Resumes of the professionals who will be assigned and committed to the City, identifying each professional's status in the firm, i.e., partner, associate, etc., and his or her applicable experience with other governmental agencies of similar size and budget.
- A list of all immediate relatives of Respondent's principal(s) who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
- Other information Respondent deems pertinent which demonstrates an ability to perform the requested services.
- iii. Fee Proposal (Section 3)

Respondents shall provide a fee proposal on a fixed fee basis for services to be provided under this RFP. In accordance with City Executive Order 2012-1 (Appendix L), a fee proposal **MAY NOT** be expressed as a percentage of premium costs.

The Successful Respondent shall fully disclose all commissions, fees, incentives, bonuses or reimbursements (collectively, "compensation") received from anyone, including insurance carriers or insurance providers, related to the Successful Respondent's performance of brokerage services on behalf of the City. In accordance with City Executive Order 2012-1, any such Compensation shall offset any fees due by the City to Respondent for performance of services to the City under this RFP. **It is the City's intent that the Successful Respondent shall not receive any fees, commissions, incentives, bonuses or reimbursement, from any source, other than the fees to be paid by the City pursuant to Respondent's proposal.**

SECTION 4 **EVALUATION**

The City's objective in soliciting Proposals is to enable it to select a firm or organization that will provide high quality and cost effective insurance and brokerage services to the employees and citizens of Perth Amboy. The City will consider and evaluate Proposals from firms or organizations that, in the City's judgment, have demonstrated the capability and willingness to provide high quality services to the City in the manner described in this RFP.

Proposals will be evaluated by the City on the basis of the most advantageous submission, all relevant factors considered. The evaluation will consider:

1. Experience and reputation in the field as evidenced by references given (evaluation will consider the outcome of reference checks).
2. Relevance and Extent of Qualifications in the Insurance Sector, Experience with Health Insurance, and Reputation.
3. EERP Service Experience.
4. RDS Service Experience.
5. Employee Counseling Experience.
6. Experience Interfacing with Providers.
7. Cost Reduction Recommendation.
8. Managing & Negotiating Plans.
9. Review & Analyze Claims Reports.
10. Availability to accommodate the required meetings of the City, as well as other factors demonstrated to be in the best interest of the City.
11. Reasonableness of the fees proposed for the services sought by this RFP.
12. Familiarity with City's self-insurance program, and/or self-insurance programs of other cities/municipalities of similar size, number of employees, budget and health benefits budget.
13. History of success with cost savings.
14. Satisfaction of requirements listed in Sections 2 and 3 of this RFP.
15. Proposer's ability to perform the services without any conflict of interest.
16. Compliance with the Executive Order 2012-1
17. Description of Respondent's approach to the scope of services that will be supplied to the City.

APPENDICES

**APPENDIX B
FEE PROPOSAL**

THE UNDERSIGNED RESPONDENT PROPOSES TO FURNISH AND DELIVER THE REQUIRED SERVICES PURSUANT TO THE TERMS OF THE REQUEST FOR PROPOSALS FOR INSURANCE BROKER SERVICES FOR HEALTH BENEFITS, AT THE PRICES SET FORTH BELOW:

<u>CONTRACT YEAR</u>	<u>FIXED FEE FOR SERVICES UNDER THIS RFP</u>
Year 1: _____	\$ _____
Year 2: _____	\$ _____
Year 3: _____	\$ _____
Total for 3 years: _____	\$ _____

RESPONDENT'S NAME: _____

ADDRESS: _____

FEDERAL I.D. NUMBER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME

TITLE/POSITION

APPENDIX C

OWNERSHIP DISCLOSURE CERTIFICATION



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company . | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

- | | YES | NO |
|--|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

**APPENDIX D
NON-COLLUSION AFFIDAVIT**

Project: Request for Proposals for Insurance Broker Services for Health Benefits

STATE OF NEW JERSEY)
COUNTY OF _____) ss.:

I, _____, live at _____, in the City
of _____, State of _____.

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

1. I am _____ (title) of the (Respondent), who has made the proposal for the above named Project.
2. I executed the Proposal with full authority to do so.
3. The proposal is genuine, submitted in good faith and not a sham.
4. Neither the proposer nor any of its employees or agents have, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above-named project. I further certify that neither the proposer, nor any of its employees or agents, have directly or indirectly with any other proposer or person colluded to put in a sham bid or refrain from submitting a proposal, and have not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the prices of the proposer or of any other proposer to secure any advantage.
5. All statements contained in this Proposal and Affidavit are true and correct and were made with full knowledge that the City of Perth Amboy relies upon the truth of the statements contained in the Proposal and the truth of the statements contained in this Affidavit, in awarding the Contract for the Project. I am aware that I am personally subject to the penalties of perjury, as is the proposer, if statements made herein are untrue.
6. I further warrant that no person or selling agent has been employed or retained to solicit or secure this Contract under an agreement or understanding for a commission, percentage, brokerage or contingent fee. If the proposer engages bona fide employees or a bona fide established commercial or selling agency to perform any similar related acts, the names are set forth as follows: _____
(see N.J.S.A. 52:34-15)

(Signature)

(Type or print name of Affiant)

(Title)

(Company)

(SEAL)

Subscribed and sworn to
before me this _____ day
of _____, 2024

A Notary Public of New Jersey
My Commission Expires:

**APPENDIX E
REQUEST FOR REFERENCES**

**Project: Request for Proposals for Insurance Broker Services for Health Benefits
(Medical/Prescription/Dental/Vision Insurance) and Stop Loss Insurance**

1. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual _____

2. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual _____

3. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual _____

4. Name _____
Address _____
Telephone _____ E-mail address _____
Contact Individual _____

5. Name _____
Address _____
Telephone _____ E-mail address _____

APPENDIX F
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 City of Perth Amboy, 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 a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

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.

Proposer understands and acknowledges that the attached Exhibit A Mandatory Equal Employment Opportunity Language shall be part of any agreement awarded hereunder.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

EXHIBIT G
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.**

APPENDIX H NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Submit a copy of your Business Registration Certificate with your Proposal

All proposers shall comply with P.L. 2009, C315 in accordance with N.J.S.A. 52:32-44 as amended on January 18, 2010. The bidder will be required to be registered as defined in the law at the time of contract. The City of Perth Amboy requests that Respondents submit its Business Registration Certificate (BRC) at the time of submittal of its proposal. In no event shall a contract be awarded, unless prior thereto, the City has received the Successful Respondent's BRC.

Respondent shall include proof of its own BRC and the BRC of any subcontractors

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, the 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 a BRC 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.

Registering a business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the department of the treasury, division of revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, County, municipal, local board of education, charter school, County college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public proposal or prior to issuing a purchase order.

To register: businesses must complete **form NJ-REG** and submit it to the division of revenue. The form can be filed form online or by mailing a paper form to the division. Online filing is strongly encouraged.

- Register online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. Click the “online” link and then select “register for tax and employer purposes.”
- Download the paper form and instructions at www.state.nj.us/treasury/revenue/revprnt.shtml.
- Call the division at 609-292-1730 to have a form mailed to you.

Write to the division at: Client Registration Bureau, Po Box 252, Trenton, NJ 08646-0252

APPENDIX I

**CITY OF PERTH AMBOY
PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Tax Identification No.: _____

Fax No.: _____ E-Mail address: _____

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

Trading As: _____ Telephone No.: _____

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 address: _____

Tax Identification No. _____

Signature of authorized agent: _____

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 address: _____

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

Telephone No.: _____ Name of Corporation: _____

Signature: _____

**APPENDIX J
DATA FORM SUMMARY**

Firm Name: _____

Address: _____

Phone: _____ Fax: _____

- 1.) List all parties having or deriving any interest, right or benefit in the firm.

<u>Name</u>	<u>Address</u>	<u>Interest</u>

- 2.) List the name, title and/or position, and direct contact information for the individual who will be the Respondent's contact for all communications between the City and Respondent during the term of any contract awarded under this RFP.

Name: _____

Title/Position: _____

Telephone: _____

Mobile Phone: _____

Fax: _____

Email: _____

I hereby certify that the foregoing information is accurate and complete, and that I am an officer of the firm and am duly authorized to submit this information on behalf of the firm.

Signature: _____ Print: _____

Title: _____ Date: _____

**APPENDIX K
RESPONDENT'S QUALIFICATION STATEMENT**

(Print or Type)

Name and Address of Respondent

On behalf of the above-named Respondent, I hereby make the representations and provide the information set forth below. (Attach additional sheets if necessary.) IF ANSWER IS "NONE" or "NO EXCEPTION", SO STATE.

1. Affiant's Full Name: _____
2. Affiant's Title/Position with Respondent: _____
3. List the names, titles and/or positions of all individuals who will perform any services in connection with any contract that may be awarded by the City under this RFP, and attach resumes for each, indicating at a minimum their respective education, experience, length of service with Respondent, all professional, occupational, and vocational licenses held by each, if any, by whom issued, when issued and, if ever terminated, revoked, suspended or inactive, the reason(s) therefor:

4. Number of years Respondent has been engaged in provide insurance broker services?

5. Has Respondent ever failed to complete a contract awarded to it? If yes, explain.

6. Has Respondent ever defaulted on a contract? If so, give complete details including where, when and why.

7. Within the past 10 years, Respondent has not filed for bankruptcy , except as follows:

8. Neither Respondent nor any person named in this Qualification Statement has been convicted, or pardoned for conviction of, or pleaded guilty or nolo contendere to an

information or indictment charging a felony for embezzlement, theft or larceny, mail fraud, or violating any corporate securities statute or any insurance law, nor have Respondent or any persons named in this Qualification Statement been the subject of a cease and desist order or consent order of any federal or state regulatory agency, except as follows:

9. Neither Respondent nor any person named in this Qualification Statement has ever been subject to any civil action alleging fraud, negligence or violation of any applicable civil racketeering statutes (state or federal), except as follows:

10. None of Respondent's principal, officers, directors or employees, nor any of their respective family members (collectively, "Respondent Members") are an employee, officer or director, contractor or sub-contractor of the City of Perth Amboy, except as follows:

11. Does Respondent agree to provide, upon reasonable request of the City, any other information to assist the City in verification of the statements made in this Qualification Statement? If no, explain.

I hereby certify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief and further, by the affixation of my signature herein, I hereby give my certified consent to the City and to the New Jersey Department of Insurance to verify the representations and information supplied by Respondent in response to all questions on this Qualification Statement with any Federal, State, municipal or other agency which may have knowledge and/or information thereon.

(Signature of Affiant)

Dated and signed this ____ day of ____ at _____.

State of _____

County of _____

_____ personally appeared before me, personally known to me, who, being duly sworn, deposes and says that affiant executed the above instrument and that the statements and answers contained therein are true and correct to the best of affiant's knowledge and belief.

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My Commission Expires _____

(SEAL)

**APPENDIX L
CITY OF PERTH AMBOY**

**COMPLIANCE WITH CITY EXECUTIVE ORDER NO. 2012-1 REGARDING PROCUREMENT OF
INSURANCE SERVICES**

Name of Respondent

Address

I _____, full of age, certify as follows:

1. I am an authorized representative of the above named Respondent.
2. I have read and understand the attached City Executive Order No. 2012-1 regarding the Procurement of Insurance Services.
3. Pursuant to Paragraph 10 of City Executive Order No. 2012-1, I hereby certify under penalty of perjury that the above named Respondent, its principals, officers and employees, have not paid or accepted, and will not pay or accept any compensation in violation of City Executive Order No. 2012-1.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subjects to punishment.

Signature

Type or Print Name

Title

Date

CITY OF PERTH AMBOY

EXECUTIVE ORDER No. 2012-1

PROCUREMENT OF INSURANCE SERVICES

WHEREAS, the Local Public Contracts Law, *NJS.A. 40A:11-1 et seq.* provides that the purchase of insurance including health, property and casualty, and workers compensation insurance, and insurance consulting services, are not subject to the bidding requirements of that law, *NJS.A. 40A:11-5(m)*; and

WHEREAS, open competition for insurance and insurance consulting services will help to secure the lowest available pricing for insurance needs, and

WHEREAS, the Perth Amboy City Code of Public Contract adopted and amended during my administration requires Fair and Open Competition for Professional Services; and

WHEREAS, requiring that insurance consultants be compensated solely by the City of Perth Amboy and not by commissions or fees, direct or indirect, paid by insurance carriers or by other organizations providing insurance alternatives, and virtually prohibiting carriers from paying commission or fee to such consultants for securing business with the City of Perth Amboy will help to ensure the fidelity and loyalty of such consultants to the City of Perth Amboy and eliminate or reduce conflicting loyalties such consultants might otherwise have to carriers and will further advance the objectives of the City's Code of Public Contracting; and

WHEREAS, in light of the foregoing, as Mayor, I believe it is in the best interests of the citizens of the City of Perth Amboy to impose certain requirements on contracting for insurance and insurance consulting services;

NOW THEREFORE, I, Wilda Diaz, Mayor of the City of Perth Amboy, by virtue of the authority vested in me, do hereby issue the following Executive Order:

BE IT ORDERED as follows:

1. For purposes of this Order, the term "insurance" shall include the purchase of insurance coverages, alternatives to insurance such as health benefits plans, self-insurance programs administered by a third party administrator, the New Jersey State Health Benefits Plan, as well as participation in a joint self-insurance fund, risk management program or related services provided by a contracting unit insurance group, or participation in an insurance fund established by a local unit pursuant to N.J.S.A. 40A:10-6, or in a joint insurance fund established pursuant to

N.J.S.A. 40A:10-36 et seq. The term "insurance consulting services" shall include all services associated with procuring, evaluating and administering such insurance, including but not limited to brokerage, risk management or administrative services, and claims processing or

administration services, including such services provided by a contracting unit insurance group, or an insurance fund established by a

local unit pursuant to N.J.S.A. 40A:10-6, or a joint insurance fund established pursuant to N.J.S.A. 40A:10-36 et seq.

2. Prior to entering into any contract to obtain insurance or insurance consulting services in an amount greater than the bidding threshold of the New Jersey Local Public Contracts Law, the City of Perth Amboy shall secure full and open competition among insurers, and insurance consulting service providers, for the City's business. The Business Administrator is hereby authorized, and directed, to issue requests for proposals to secure such competition, and fairness to all interested parties.
3. This open competition shall provide that at least 120 days prior to the insurance contract commencement date, the City shall advertise in the official newspapers authorized to print legal notices for the City of Perth Amboy and on the City's website, a "Request for Proposals" to provide insurance consulting services for employees, group health insurance and/or comprehensive general and specific liability, and property coverage. The notice shall advise the reader that details of the City's insurance requirement are available from the City on request and shall include the information for the assigned staff member.
4. The request for proposals shall be designed and drafted by the Business Administrator, or his designee, and shall set forth such detailed information as may be required for all proposers to understand and possess equal information concerning the City's insurance and insurance consulting service's needs, including the current terms of, premiums paid for, such coverages or services, current coverages, loss experience and anticipated or desirable needs with respect to the relevant coverages or services sought. All request for proposal information, including past and projected claims, expense and loss data, shall be made available to all proposers.
5. Responses to the request for proposal shall be submitted to the City of Perth Amboy at least 60 days prior to the anticipated commencement of the insurance contract.
6. At no time during the proposal solicitation process shall any official or employee of the City, or any officer, employee or representative of any provider of insurance consulting services to the City convey information, to any potential proposer which could confer an unfair advantage upon that proposer over any other potential proposer. Any supplementary information shall be transmitted in accordance with LPCL.
7. A provider of insurance consulting services to the City shall be compensated for its services to or on behalf of the City solely by the City, except in those circumstances where the City will receive a credit, offset or price reduction commensurate with the amount of commission or credit received by the insurance consulting services from the insurer. Compensation shall be set on a fixed fee or hourly basis, or on such other common and readily comparable basis applicable to all proposers and set forth in the request for proposal documents, provided that compensation shall not be determined as a percentage of premium costs. Where a carrier invoices the City for an amount to fund a commission, whether or not it will be paid, the City shall permit the payment of the commission as an offset to any fees paid to the provider of insurance consulting services so at no time will the direct or indirect cost to the City ever be more than the aforementioned fees.
8. No provider of insurance or of insurance consulting services to the City shall pay to any insurance consulting service provider to the City, or to any other third party, any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or reimbursements or any other thing of greater than \$100 value, except for commissions as

stipulated in paragraph 7 in consideration of obtaining the City's insurance or insurance consulting business.

9. No provider of insurance consulting services to the City of Perth Amboy shall accept any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or reimbursements or any other thing of value greater than \$100, except for commissions as stipulated in paragraph 7 above from any provider of insurance, other insurance service provider, or any other third party, in consideration of obtaining or servicing the City's insurance business or insurance consulting business.
10. Any person or entity proposing to provide insurance or insurance consulting services to the City of Perth Amboy shall certify in its proposal that it shall neither pay nor accept any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or reimbursements or any other thing of value greater than \$100, in consideration of obtaining or servicing the City's insurance or insurance consulting business from any party other than the City, except as shall be permitted in paragraph 7 hereof.
11. Any person or entity selected to provide insurance or insurance consulting services to the City of Perth Amboy shall certify at least annually and prior to any renewal of its contract, that it has not paid nor accepted any form of compensation greater than \$100, including but not limited to commissions, fees, incentives, bonuses, rebates or reimbursements except for commissions as stipulated in #7 above, in consideration of obtaining or servicing the City's insurance or insurance consulting business from any party other than the City of Perth Amboy.
12. Any provider of insurance consulting service that assists the City of Perth Amboy in soliciting, evaluating, or selecting any provider of insurance or other insurance consulting services to the City shall disclose to the City of Perth Amboy the aggregate compensation, including but not limited to commissions, fees, incentives, bonuses, rebates or reimbursements, it has received in each of the prior three years from each provider of insurance or insurance consulting services solicited or evaluated by the City of Perth Amboy and the reasons therefore. Such disclosure shall be made as soon as practicable, but in no event later than the date of the evaluation report recommending an award by the governing body.
13. The request for proposals for any insurance or insurance consulting services for the City of Perth Amboy and any contract resulting there from, shall clearly establish the compensation restrictions and the certification and disclosure requirements established by this Order as mandatory, non-waivable terms, the violation of which shall be grounds for (i) terminating any contract resulting there from, and (ii) requiring the insurer or insurance service provider to turn over to the City of Perth Amboy any compensation including but not limited to commissions, fees, incentives, bonuses, rebates or reimbursements, paid or received in violation of this Order, and a commensurate reduction in premiums to be paid by the public entity for the affected coverage(s) in the future.
14. Whenever soliciting quotations for insurance coverage at least once every three (3) years, the Insurance Consultant, Broker, or Risk Manager shall obtain at least three quotations if practicable and if at no cost to the City, shall submit the request for proposals to at least one joint insurance fund, and with respect to health insurance shall compare rates and coverage's of the State Health Benefits Plan, at the same time it is published, and shall determine if the SHBP and/or joint insurance fund can provide the same or similar coverages. The evaluation report shall include an analysis and discussion of the availability, terms and price of comparable coverage from such joint insurance fund and the SHBP as part of its award recommendation.
15. Pursuant to § 98-23 of the City Code, in the event that compliance with part or all of the requirements of this Order is impracticable as regards a particular contract or agreement because of an emergency, time constraints, unique services or other unusual circumstances the Mayor or City

Council may waive part or all of the requirements by setting forth with specificity the reasons such waiver is required and publishing said reasons by way of ordinance or Council resolution.

15. This Executive Order shall take effect on January 1, 2012;

12/14/2011

**APPENDIX M
CITY OF PERTH AMBOY**

Certification of No Conflict of Interest for Broker of Record Services

I, _____ representing _____ hereby certify that neither I nor any other parties in my organization have any vested interest, financial or otherwise, that would present a conflict of interest in providing broker of record services for self-insured health insurance services to the City of Perth Amboy.

I affirm that:

1. I have disclosed all relevant financial interests or affiliations that may be perceived as influencing the provision of broker of record services.
2. I understand the importance of impartiality and transparency in providing these services and will act in the best interest of the City of Perth Amboy.
3. I will not engage in any activities that could compromise the integrity or objectivity of the broker of record services provided.
4. I will promptly disclose any potential conflicts of interest that may arise during the term of our engagement.

I understand that any misrepresentation of facts or failure to disclose conflicts of interest may result in the termination of our agreement and may subject me and my company to legal consequences.

(Signature)

(Type or print name of Affiant)

(Title) _____

(Company)

Subscribed and sworn to

before me this _____ day

of _____, 2024

(SEAL)

A Notary Public of New Jersey

My Commission Expires: _____

**APPENDIX N
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Disclosure of Investment Activities in Iran	
Person or Entity	
Part 1: Certification	
COMPLETE PART 1 BY CHECKING <u>EITHER BOX</u>	
<p>Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.</p> <p>The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may <u>provided</u> by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.</p>	
<input type="checkbox"/>	<p><i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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.</i></p>
OR	
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.</i></p>

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 **Name of Contracting Unit** 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 **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** 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 **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

**APPENDIX O
RUSSIA-BELARUS CERTIFICATION**



**CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**APPENDIX P
AFFIDAVIT OF NO DISCIPLINARY SANCTIONS
OR PROFESSIONAL NEGLIGENCE**

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

I am _____, an officer of the Respondent firm of
_____ submitting a Response to the RFP in the above matter, and I executed
the said RFP with full authority to do so; Respondent at the time of making this Response, Respondent is not
included on the State of New Jersey, Department of Treasury, Division of Property Management &
Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in the
Affidavit are true and correct.

The undersigned further warrants that the professional licenses and/or certifications of those individuals listed
in this RFP are valid and not expired or suspended.

The undersigned further warrants that should the name of the firm making this submission appear on the
Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of
this contract, including any Guarantee Period, that Respondent shall immediately notify the City. Further,
should the professional licenses and/or certification of any individuals listed in the RFP be suspended or
revoked, Respondent shall immediately notify the City.

Name of the Firm (Print or Type)

Signature of Authorized Representative/ Title

(Type or Print Name of Authorized Representative Affiant)

Subscribed and Sworn to before me this _____ day of _____, 20 _____.

Notary Public of New Jersey

SEAL

My Commission Expires _____, 2_____

APPENDIX Q
City of Perth Amboy
Certification of No Conflict of Interest for Broker of Record Services

I, _____ representing _____ hereby certify that neither I nor any other parties in my organization have any vested interest, financial or otherwise, that would present a conflict of interest in providing broker of record services for self-insured health insurance services to the City of Perth Amboy.

I affirm that:

1. I have disclosed all relevant financial interests or affiliations that may be perceived as influencing the provision of broker of record services.
2. I understand the importance of impartiality and transparency in providing these services and will act in the best interest of the City of Perth Amboy.
3. I will not engage in any activities that could compromise the integrity or objectivity of the broker of record services provided.
4. I will promptly disclose any potential conflicts of interest that may arise during the term of our engagement.

I understand that any misrepresentation of facts or failure to disclose conflicts of interest may result in the termination of our agreement and may subject me and my company to legal consequences.

(Signature)

(Type or print name of Affiant)

(Title)

(Company)

Subscribed and sworn to

before me this _____ day

of _____, 2024

(SEAL)

A Notary Public of New Jersey

My Commission Expires: _____

**APPENDIX R
VENDOR LITIGATION DISCLOSURE FORM**

Vendor Name: _____

Address: _____

Phone Number: _____

Email Address: _____

- 1. Are you currently involved in any litigation, arbitration, or legal proceedings? (Please check one)
 Yes **No** If "Yes," please provide details including the nature of the litigation, parties involved, status, and any potential impact on your ability to fulfill contractual obligations:

- 2. Are you aware of any pending or potential litigation where you may be named as a party? (Please check one)
 Yes **No** If "Yes," please provide details including the nature of the potential litigation, parties involved, and any potential impact on your ability to fulfill contractual obligations:

- 3. Have you been involved in any litigation, arbitration, or legal proceedings in the past ten years? (Please check one)
 Yes **No** If "Yes," please provide details including the nature of the litigation, parties involved, resolution, and any potential impact on your ability to fulfill contractual obligations:

- 4. Are there any legal disputes, complaints, or regulatory investigations pending or resolved against your company in the past ten years (Please check one)
 Yes **No** If "Yes," please provide details including the nature of the disputes or investigations, parties involved, resolution, and any potential impact on your ability to fulfill contractual obligations:

- 5. In the past ten years were or are there any legal disputes, complaints, or regulatory investigations pending or resolved against your company, principal, or any representatives of your firm that might impact your ability to complete all obligations under the contract? (Please check one)
 Yes **No** If "Yes," please provide details including the nature of the disputes or investigations, parties involved, resolution, and any potential impact on your ability to fulfill contractual obligations

By signing below, you acknowledge that all information provided is true and accurate to the best of your knowledge.

Vendor Representative Signature: _____

Date: _____

Subscribed and sworn to before me this _____ day
of _____, 2024 (SEAL)

A Notary Public of New Jersey

My Commission Expires: _____

APPENDIX S

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges its receipt of the below-listed notice(s) of revisions, clarifications and/or addenda to the RFP. By indicating the date of receipt, the Respondent hereby acknowledges that its submitted Proposal takes into account all of the provisions contained in such listed notices of revisions, clarifications and/or addenda. The Proposer hereby acknowledges and agrees that the City's record of notices of revisions, clarifications and/or addenda shall take precedence over the Proposer's accounting of such notices. The Proposer further acknowledges and agrees that any failure of the Proposer to include and specifically reference its receipt of any such notices of revisions, clarifications and/or addenda on this document as part of its Proposal, may be cause for rejection of the Proposal.

City of Perth Amboy Revision/Addenda Title/Number	Method of Receipt (Mail, Fax, Delivery)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CHECK HERE IF NONE.

RESPONDENT'S ACKNOWLEDGEMENT:

Respondent' Name: _____

Authorized Representative: _____
(Print name) (Print title)

Signature: _____

Date: _____