RESOLUTION

No. 18-240

Date of Adoption: MAY 03 2018

Approved as to Form and Legality

Walter D. Deison, City Attorney

Factual content certified by

Terry K. McEwen, Business Administrator

Councilman /woman presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING PROCESS TO BOYNTON & BOYNTON/ALLIANT INSURANCE SERVICES, INC., 21 CEDAR AVENUE, FAIR HAVEN, NEW JERSEY 07704 TO PROVIDE BROKER SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF ADMINISTRATION FOR A PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND TWO (2) ONE (1) YEAR EXTENSIONS—CC2018-02

WHEREAS, Resolution Number 08-154 authorized the utilization of competitive contracting in lieu of public bidding for the purchase of insurance coverage and insurance consultant services required pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4:1 et. seq.; and

WHEREAS, a Competitive Contracting was advertised on December 14, 2017, and four (4) sealed proposals were received on January 10, 2018 and evaluated based on criteria that included experience and qualifications, quality of technical proposal, and responsiveness to the specifications; and

WHEREAS, the proposal of Boynton & Boynton/Alliant Insurance Services Inc., 21 Cedar Avenue, Fair Haven, New Jersey 07704 was deemed to include the necessary qualifications and expertise for the performance of the services; and

WHEREAS, funds have been certified in an amount not to exceed $75,000.00 in account number 8-01-80-8070-682 for a period of one (1) year with the option to extend two (2) one (1) year extensions at the same flat fee; contingent upon the adoption of the FY'18 final budget and FY'19 temporary and/or final budget.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Boynton & Boynton/Alliant Insurance Services Inc., 21 Cedar Avenue, Fair Haven, New Jersey 07704 to provide Insurance Broker Services for the City of Trenton, Department of Administration.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.

3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

<table>
<thead>
<tr>
<th></th>
<th>Aye</th>
<th>Nay</th>
<th>Abstain</th>
<th>Absent</th>
<th>Aye</th>
<th>Nay</th>
<th>Abstain</th>
<th>Absent</th>
<th>Aye</th>
<th>Nay</th>
<th>Abstain</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>BETHEA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CALDWELL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WILSON</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HARRISON</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

President of Council

City Clerk

MAY 0 3 2018
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2018-02
RESOLUTION 18-240

THIS CONTRACT, made this 4TH day of MAY 2018 by and between the CITY OF TRENTON,
319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 a Municipal Corporation of the State
of New Jersey, ("City") and BOYNTON & BOYNTON/ALLIANT INSURANCE SERVICES, INC., 21
CEDAR AVENUE, FAIR HAVEN, NEW JERSEY 07704 ("CONTRACTOR"

WHEREAS, the City has a need for PROFESSIONAL SERVICES to Provide Broker Insurance
Services for the City of Trenton, Department of Administration.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES in terms and conditions
as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES:

   The City agrees to retain BOYNTON & BOYNTON/ALLIANT INSURANCE SERVICES, INC.,
   21 CEDAR AVENUE, FAIR HAVEN, NEW JERSEY 07704 hereinafter set forth at the request
   of and under the general supervision for the City of Trenton, Department of
   Administration.

2. SCOPE OF SERVICES

   SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a Period of One (1) Year with an
Option to Extend Two (2) One (1) Year Extensions in an amount not to exceed $75,000.00
at the same flat fee.

3. COMPENSATION:

   (a) All work performed by the Contractor is a continuance to complete the
       project.
   (b) The Contractor shall submit monthly bills complete with appropriate support
documentation to justify said billing.

4. STATUS OF CONTRACTOR:
It is expressly understood by and between the parties hereto that the status of the
Contractor retained to carry out the services set forth in this agreement is that of an
Independent Contractor. It is further understood by and between the parties that is
not intended nor shall it be construed, that the contractor is an agent, employee, or
officer of the City of Trenton.

5. NOTICES: Any notices required to be delivered to either party pursuant to this Contract
shall be in writing to their respective addresses. The parties shall be responsible for
notifying each other of any change of address.
6. **INTEGRATION: Resolution #18-240** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbinding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Public Works.

7. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

9. **MISCELLANEOUS PROVISIONS:**

   a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. 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, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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. 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.

   b. Contractor, 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, sex, gender identity or expression, affectional or sexual orientation.

   c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

   d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.

   e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.


3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

BOYNTON & BOYNTON/ALLIANT INSURANCE SERVICES, INC.,
21 CEDAR AVENUE,
FAIR HAVEN, NEW JERSEY 07704

Seal: 

Attest: 

6/4/18
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE 6/14/18

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

DATE
SCOPE OF SERVICES SUBMISSION REQUIREMENTS

The City of Trenton is currently self-insured for Workers Compensation and Employers Liability, General Liability Coverage, Motor Vehicle and Equipment Liability, and Property Damage (including Building and Contents, Boiler and Machinery Damage and Automobile Physical Damage).

As part of the City of Trenton insurance plan, a Broker shall be appointed by the City.

It is the intent of the City to solicit sealed Proposals from Respondents that have expertise in the provision of Brokerage Services.

Firms and/or persons responding to this Request for Proposal shall be able to demonstrate that they will have the continuing capabilities to perform these services; which minimizes spending while maximizing the reduction of the negative effects of risks.

I. GENERAL REQUIREMENTS.

The proposal 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.

In addition to the information requested 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.

II. ADMINISTRATIVE INFORMATION REQUIREMENTS.

The Respondent shall, as part of its proposal, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the proposal.

3. Contact information including name, address and telephone number of the firm or firms submitting the proposal pursuant to this RFP, and the name of the key contact person.

4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.

(a) Provide the names and business addresses of all Principals