

RESOLUTION

19-271

Date of Adoption

JUN 20 2019

Factual content certified by

Adam

ADAM E. CRUZ, BUSINESS ADMINISTRATOR

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING PROCESS TO FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC, 25 FAIRVIEW AVENUE, VERONA, NEW JERSEY 07044 TO PROVIDE BROKER SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF ADMINISTRATION IN AN AMOUNT NOT TO EXCEED A FLAT FEE PER YEAR OF \$72,000.00

CC2019-03

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 for Broker Insurance Services, and seven (7) sealed proposals were received on April 30, 2019 and evaluated based on criteria that included experience and qualifications, quality of technical proposal, and responsiveness to the specifications; and

WHEREAS, the proposal of Fairview Insurance Agency Associates, Inc., 25 Fairview Avenue, Verona, NJ 07044 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 a flat fee of \$72,000.00 per year in account number 0-01- -80-8070-683 for a period of one (1) year from July 1, 2019 to June 30, 2020 contingent upon the adoption of the FY'20 temporary and/or final budget; with the option to extend two (2) one (1) year extensions contingent upon the adoption of FY'21 and FY'22 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 Fairview Insurance Agency Associates, Inc., 25 Fairview Avenue, Verona, NJ 07044 to provide Broker Insurance Services for a period of one (1) year with an option to extend two (2) one (1) year extensions 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.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE	✓			
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN	✓								

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

JUN 20 2019

President of Council
President of Council

M. J. C.
City Clerk

COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL

**CC2019-03
RESOLUTION 19-271**

THIS CONTRACT, made this 21st day of JUNE 2019 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 **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC., 25 FAIRVIEW AVENUE, VERONA, NEW JERSEY 07044**("CONTRACTOR)

WHEREAS, the City has a need for **BROKER INSURANCE** for the City of Trenton, Department of Administration.

WHEREAS, Contractor agrees to provide **BROKER INSURANCE** 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 **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC., 25 FAIRVIEW AVENUE, VERONA, NEW JERSEY 07044** 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

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of period one (1) year from July 1, 2019 to June 30, 2020 in an amount not to exceed \$72,000.00 contingent upon the adoption of the FY'20 temporary and or budget; with the option to extend two (2) one (1) year extensions contingent upon the adoption of FY'21 and FY'22 temporary and or final budget.

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 #19-271 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 nonbonding, 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 Administration.
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,
- f. 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.
- g. 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.
- h. 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).
- i. 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.
 - 2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
 - 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

MGM
FAIRVIEW INSURANCE AGENCY
ASSOCIATES, INC.
25 FAIRVIEW AVENUE, VERONA, NEW JERSEY 07044

Seal: *Michael Graham Coo*
Attest: *Patricia A. Holmes*

DATE

8/6/19

PATRICIA A. HOLMES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/1/2022

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

ATTEST:

Dwayne M. Harris
DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE

8/29/19

CITY OF TRENTON

W. Reed Gusciora
W. REED GUSCIORA
MAYOR

DATE

8/6/19

**SCOPE OF SERVICES
FOR
INSURANCE BROKER SERVICES
FROM DATE OF AWARD TO DECEMBER 31, 2019
WITH AN OPTION TO EXTEND TWO (2) ONE (1) YEAR OPTIONS**

INSTRUCTIONS AND STATUTORY REQUIREMENTS

PROPOSAL INTENT

It is the intent of the City of Trenton, County of Mercer, State of New Jersey to solicit sealed proposals from Respondents that can demonstrate their qualifications in the expertise as an Insurance Broker from date of award to December 31, 2019 with an option to extend two (2) one (1) year options. 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. The City of Trenton is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

I. SUBMISSION OF PROPOSALS

- A. Sealed proposals shall be received by the City of Trenton, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of the scope of services.
- B. **Proposal Submittal Instructions**
Provide one (1) full original proposal package, labeled "**Original**," and five (5) identical additional copies of the full proposal package in a sealed envelope. Proposals **must** be clearly identified on the outside of the sealed envelope with the firm's name, **CC2019-03**, and "**BROKER INSURANCE SERVICES FOR THE DEPARTMENT OF ADMINISTRATION**".
- C. It is the Respondent's responsibility that proposals are presented to the owner at the time and at the place designated. Proposals may be hand delivered or mailed; however, the owner disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.

D. Sealed proposals forwarded to the owner before the time of opening of proposals may be withdrawn upon written application of the proposal and shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

At the proposal reception there will be no determination of an award or rejection of proposals after the proposals are opened. Any information divulged at the proposal opening is not a final determination and is subject to the final action of the governing body.

The Department of Administration has appointed an evaluation committee to assist in the evaluation of the proposals. Committees shall be subject to the following requirements of N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C 5:34-4 et seq. The names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body.

The methodology for the awarding of this contract shall be based on an evaluation and ranking and will include a weighting of criteria, all developed in a way that is intended to meet the specific needs of the contracting unit, and where such criteria shall not unfairly or illegal discriminate against or exclude otherwise capable Respondents. When an evaluation methodology uses a weighting of criteria, the weighting to be accorded to each criterion will be disclosed to Respondents after the receipt of the proposals.

E. A proposal must be submitted written in ink or preferably machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the scope of services, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.