

# RESOLUTION

No. 20-510Date of Adoption SEP 03 2020Approved as to Form and Legality John MorelliJOHN MORELLI, ESQ., CITY ATTORNEY John MorelliFactual content certified by Adam E. Cruz

ADAM E. CRUZ, BUSINESS ADMINISTRATOR

Councilman /woman \_\_\_\_\_

presents the following Resolution:

## RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING PROCESS TO BORDEN-PERLMAN INSURANCE AGENCY, INC. IN AN AMOUNT NOT TO EXCEED A FLAT FEE PER YEAR OF \$75,000.00

CC2020-04

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 Request for Proposal was advertised for Broker Insurance Services, and three (3) sealed proposals were received on June 19, 2020 and evaluated based on criteria that included experience and qualifications, quality of technical proposal, and responsiveness to the specifications; and

WHEREAS, the proposal of Borden-Perlman Insurance Agency, Inc., 250 Phillips Boulevard, Suite 280, Ewing, New Jersey 08618 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 at a flat fee of \$75,000.00 per year in account number 1-01- -80-8070-683 (\$62,500.00), and 2-01- -80-8070-683 (\$12,500.00) from September 4, 2020 to September 3, 2021; with the option to extend two (2) one (1) year extensions from September 4, 2021 to September 3, 2023.

**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 Borden-Perlman Insurance Agency, Inc., 250 Phillips Boulevard, Suite 280, Ewing, New Jersey 08618 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

SEP 03 2020

President of Council  
President of Council

City Clerk  
City Clerk

**CONTRACT**  
**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL**  
**CC2020-04**  
**RESOLUTION 20-510**

**THIS CONTRACT**, made this **3RD** day of **SEPTEMBER 2020** 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 **BORDEN-PERLMAN INSURANCE AGENCY, INC., 250 PHILLIPS BOULEVARD, SUITE 280, EWING, NEW JERSEY 08618** ("CONTRACTOR")

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

**WHEREAS**, Contractor agrees to provide **BROKER INSURANCE 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 **BORDEN-PERLMAN INSURANCE AGENCY, INC., 250 PHILLIPS BOULEVARD, SUITE 280, EWING, NEW JERSEY 08618** 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 SCOPE OF SERVICES SECTION**

**3. DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year from September 4, 2020 to September 3, 2021 at a flat fee of \$75,000.00 per year; with an option to extend two (2) one (1) year extension from September 4, 2021 to September 3, 2023.

- (a) All work performed by the must be continuous with no interruption in services to complete the project.
- (b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

**4. STATUS OF CONTRACTOR:**

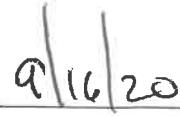
It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that 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 #20-510** 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 Health and Human Services.
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

  
BORDEN-PERLMAN INSURANCE AGENCY, INC.,  
250 PHILLIPS BOULEVARD, SUITE 280,  
EWING, NEW JERSEY 08618

  
DATE

Seal: \_\_\_\_\_

Attest: 

ARLEY S. DANIELS  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2450852  
My Commission Expires 11/14/2024

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

ATTEST:

  
MUNICIPAL CLERK

09-29-2020  
DATE

CITY OF TRENTON

  
W. REED GUSCIORA  
MAYOR

9-25-2020  
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's insurance plan, a Broker shall be appointed by the City and must be in compliance with Ordinance#18-12 and the requirements therein.  
**(A copy of Ordinance 18-12 is attached)**

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.