

CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2023-12
RESOLUTION NO.#23-473

**PROVIDE BROKER INSURANCE SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF
ADMINISTRATION**

THIS CONTRACT, made this 3RD day of NOVEMBER 2023 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 **CBIZ INSURANCE SERVICES, INC., D/B/A/ CBIZ BORDEN PERLMAN, 200 CHARLES EWING BLVD, SUITE 330, EWING, NEW JERSEY 08628** ("CONTRACTOR")

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

WHEREAS, Contractor agrees to provide **BROKER INSURANCE SERVICES** in the 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 **CBIZ INSURANCE SERVICES, INC., D/B/A/ CBIZ BORDEN PERLMAN., 200 CHARLES EWING BLVD, SUITE 330, EWING, NEW JERSEY 08628** 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 NOVEMBER 3, 2023, TO NOVEMBER 2, 2024, in an amount not to exceed a flat fee of \$75,000.00, with an option to extend the contract for an additional two (2) one (1) year extensions; 2nd year flat fee (\$75,000.00) and 3rd flat fee (\$75,000.00)

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 #23-473 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. Contractor will 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.
- 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


CBIZ INSURANCE SERVICES, INC., D/B/A/ CBIZ BORDEN PERLMAN
200 CHARLES EWING BLVD, SUITE 330
EWING, NEW JERSEY 08628

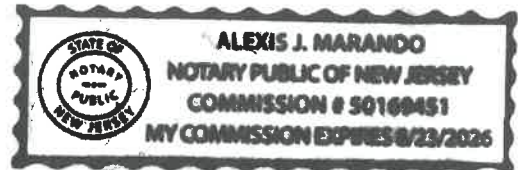
DATE

11/28/23

Seal: _____

Affest: _____






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

ATTEST:

CITY OF TRENTON


Assistant MUNICIPAL CLERK


W. REED GUSCIORA
MAYOR

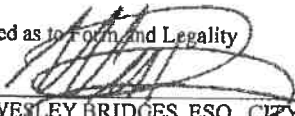
RESOLUTION

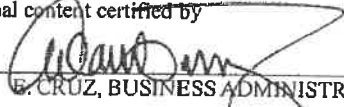
No. **23-473**

Date of Adoption **NOV 02 2023**

Approved as to Form and Legality

Factual content certified by


WESLEY BRIDGES, ESQ., CITY ATTORNEY


ADAM E. CRUZ, BUSINESS ADMINISTRATOR

Councilman /woman _____

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING PROCESS TO CBIZ INSURANCE SERVICES, INC., D/B/A/ CBIZ BORDEN PERLMAN TO PROVIDE BROKER INSURANCE SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF ADMINISTRATION FOR A PERIOD OF ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED A FLAT ANNUAL FEE AMOUNT OF \$75,000.00 PER YEAR WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) ONE (1) YEAR EXTENSIONS - CC2023-12

WHEREAS, the City of Trenton, Department of Administration has a need for Broker Insurance Services for the City of Trenton, Department of Administration for a period of one (1) year from October 1, 2023 to September 30, 2024 with an option to extend the contract for an additional two (2) one (1) year extensions; and

WHEREAS, a Request for Competitive Contracting Proposal was advertised and two (2) sealed proposals were received on September 12, 2023 at 11:00am by the Purchasing Agent, and proposals were evaluated based on criteria that included experience and qualifications, quality of technical proposal, price proposal and responsiveness to the specifications; and

WHEREAS, the proposal of CBIZ Insurance Services, Inc., d/b/a CBIZ Borden Perlman, 200 Charles Ewing Blvd, Suite 330, Ewing, New Jersey 08628 for Broker Insurance Services was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed a flat annual fee of \$75,000.00 per year have been certified to be available in account # 3-01- -80-8070-683 (\$75,000.00) 1st year with an option to extend the contract for an additional two (2) additional one (1) year extensions; 2nd year 4-01- -80-8070-683 (\$75,000.00) and 3rd year 5-01- -80-8070-683 (\$75,000.00). This contract shall be awarded from October 1, 2023 to September 30, 2024.

RESOLUTION

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

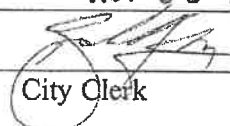
1. The Mayor is hereby authorized to enter into a contract with CBIZ Insurance Services, Inc., d/b/a CBIZ Borden Perlman, 200 Charles Ewing Blvd, Suite 330, Ewing, New Jersey 08628 for Broker Insurance Services for a period of one (1) year from October 1, 2023 to September 30, 2023 in an amount not to exceed a flat fee of \$75,000.00 per year; with an option to extend the contract for an additional 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.

MOTION:					SECOND:									
Feliciano					Harrison									
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓				FRISBY	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA	✓				WILLIAMS	✓								
KETTENBURG	✓													

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

NOV 02 2023


President of Council


City Clerk

CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☒ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE


Cynthia L. Sobe - Treasurer

CBIZ Insurance Services, Inc. d/b/a CBIZ Borden Perlman

**SCOPE OF SERVICES
FOR
INSURANCE BROKER SERVICES
FOR A ONE (1) YEAR PERIOD FROM DATE OF AWARD
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 Proposers that can demonstrate their qualifications in the expertise as an Insurance Broker for a period of one (1) year from date of award with an option to extend two (2) additional one (1) year options. Firms and/or persons responding to this Competitive Contracting 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, address, proposal number #**CC2023-12**, opening date **SEPTEMBER 12, 2023, AT 11:00AM** and "**BROKER INSURANCE SERVICES FOR THE DEPARTMENT OF ADMINISTRATION**".

C. It is the Proposer'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 illegally 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.

F. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Proposers, and be signed by an authorized representative as follows:

- Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

G. Proposer should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Respondents. It is a serious crime for the Respondent to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a Proposer commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Respondent should consult the statutes or legal counsel for further information.

II. INTERPRETATION AND ADDENDA

- A. The Proposer understands and agrees that its proposal is submitted on the basis of the scope of services prepared by the City of Trenton. The Respondent accepts the obligation to become familiar with the scope of services.
- B. Proposers are expected to examine the scope of services and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Proposers should be promptly reported in writing to the appropriate official. Any prospective Respondent who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Proposer fails to notify the owner of such ambiguities, errors or omissions, the Proposer shall be bound by the requirements of the scope of services and the Respondent's submitted proposal.
- C. No oral interpretation and or clarification of the meaning of the scope of services for any goods and services will be made to any Proposer. Such request shall be in writing, addressed to the City's Purchasing Agent stipulated in the scope of services. **In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.**

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the scope of services and will be distributed to all prospective Proposers. All addenda so issued shall become part of the specification and proposal documents and shall be acknowledged by the Respondent in the proposal. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

Acknowledgement of Addenda

If changes are made to the Request for Proposal, an Addendum will be advertised in the Trenton Times and on the City's Purchasing Website at <https://nj-trenton.civicplus.com/list.aspx>

Proposers shall visit the City of Trenton's Purchasing Website for any addenda/notices or cancellations issued prior to the request for proposal opening date and time at <https://nj-trenton.civicplus.com/list.aspx>. Proposer must submit acknowledgement of addenda with their sealed proposal. **Failure to submit acknowledgement of addenda; proposal shall be considered a fatal flaw.**

D. Discrepancies in Proposals

In the event there are discrepancies within the proposal documents; the more stringent requirement applies.

III. INSURANCE AND INDEMNIFICATION

The Selected Respondent shall maintain insurance in full force and effect for the duration of the Agreement.

IV. PRICING INFORMATION FOR PREPARATION OF PROPOSALS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the needs of the City and estimated a not to exceed amount based on the rate schedule presented in Exhibit A of each item proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposal. The right is reserved to decrease or increase the quantities specified in the scope of services. **NO MINIMUM AMOUNT IS IMPLIED OR GUARANTEED.**

V. QUESTIONS

Questions **must** be requested in writing to lgarcia@trentonnj.org. Deadline date for questions is **SEPTEMBER 1, 2023**. The City of Trenton is not required to answer any questions after the deadline date.

VI. COST OF PROPOSAL PREPARATION

Each proposal and all information required to be submitted pursuant to the Request for Proposal 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

**PROPOSAL FORM
VENDOR MUST COMPLETE**

WE THE UNDERSIGNED PROPOSE TO PROVIDE BROKER INSURANCE SERVICES FOR THE CITY OF TRENTON PURSUANT TO THE SCOPE OF SERVICES AND ORDINANCE 18-12 AND REQUIREMENTS AND MADE PART HEREOF:

FLAT FEE FOR BROKER INSURANCE SERVICES

\$ 75,000


(REPRESENTATIVE'S SIGNATURE)

The undersigned is a Corporation under the laws of the State of

Maryland having its principal office at

700 W. 47th Street, Suite 1100, Kansas City, MO 64112

CBIZ Insurance Services, Inc. d/b/a

CBIZ Borden Perlman

Company Name

52-0807416

Federal I.D. # or Social Security #

200 Charles Ewing Boulevard, Suite 330, Ewing, NJ 08628

Address



Signature of Authorized Agent

Cynthia L. Sobe - Treasurer

Type or Print Name

(609) 512-2907

Telephone Number

9/7/2023

Date

Fax Number

doug.borden@cbizbp.com

Email Address