

REQUEST FOR SEALED PROPOSALS
FOR
PROFESSIONAL SERVICES UNDER A FAIR
AND OPEN PROCESS

RISK MANAGEMENT CONSULTANT
& INSURANCE BROKER

2020

CITY OF WOODBURY
33 DELAWARE STREET
WOODBURY
GLOUCESTER COUNTY
NEW JERSEY, 08096

Proposal acceptance & opening date:
Friday, November 22, 2019 at 10:00 A.M.

INFORMATION TO RESPONDENTS

Sealed qualifications shall be received in accordance with Public Advertisement as required by law, a copy of said notice being attached hereto and made part of these specifications.

Submission of Proposals

All proposals must be submitted in sealed envelopes bearing on the outside the name of the proposer, his address and the name of the professional service for which the proposal is submitted. Bids must be addressed to the attention of:

Mayor and City Council of City of Woodbury
c/o Qualified Purchasing Agent
33 Delaware Street
Woodbury, NJ 08096

All Proposals shall include the following fully completed and executed documents:
Non-Collusion Affidavit, Affirmative Action Compliance Statement, American with Disabilities Acknowledgment Statement and Stockholder Disclosure Certification.

Proposals Forwarded through the Mail

Must contain the following statement on the envelope:

“THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL FRIDAY, NOVEMBER 22, 2019 AT 10:00 AM BY THE QUALIFIED PURCHASING AGENT OR HIS DESIGNEE.”

The City will not assume responsibility for proposals not delivered in person to the Qualified Purchasing Agent prior to the opening.

Receipt of Proposals

All proposals must be received before or at the time and date specified in the Notice for Qualifications for Professional Services. No proposal will be received after the specified time.

Reservations

The City Council reserves the right to reject any or all proposals, to waive irregularities and technicalities, to request re-submissions, and to award proposals as the City Council deems will best serve the interest of the City.

Questions regarding this Request for Qualifications may be directed to the Qualified Purchasing Agent at (856) 845-1300 ext. 129 or to the City Clerk at ext. 125.

**NOTICE FOR THE SOLICITATION OF PROPOSALS
FOR PROFESSIONAL SERVICES UNDER A FAIR AND OPEN PROCESS**

Notice is hereby given that sealed proposals for professional services in accordance with *N.J.S.A. 19:44A-24, et seq.*, and P.L. 2005 c.271, will be received by the Qualified Purchasing Agent of the City of Woodbury on Friday, November 22, 2019, no later than 10:00 am, at which time the sealed proposals will be opened and recorded at the City Hall, 33 Delaware Street, Woodbury, New Jersey, by the Qualified Purchasing Agent and witnessed and recorded by the City Clerk.

Proposals for the following professional services will be accepted for the calendar year 2020:

- Auditor
- Bond Counsel
- City Solicitor
- Computer Consultant
- Engineer – General
- Environmental Consultant
- Financial Advisor
- Grant Consultant
- Labor Attorney
- Licensed Fireworks Pyrotechnician
- Planning/Zoning Board Solicitor
- Planning/Zoning Board Engineer
- Planning/Zoning Board Planner
- Redevelopment Attorney
- Redevelopment Planner
- Risk Management Consultant & Insurance Broker

Each sealed proposal to be considered shall be returned with one (1) original and two (2) copies of the submission and shall provide hourly rates, and/or other terms and conditions, and qualifications. The sealed proposal shall comport to the criteria set forth in the specification packets, and as found in the Code of the City of Woodbury. The specification packets may be obtained online at www.woodbury.nj.us or in the Office of the City Clerk, 33 Delaware St, Woodbury, (856) 845-1300 ext. 125 or via email at DFuss@Woodbury.nj.us. The Municipal Appointing Authority shall thereafter publicly select the professional or business entity for the position so advertised, which shall thereafter be confirmed or approved as required by law, Resolution or Ordinance.

DANEEN D. FUSS, RMC
City Clerk

Request for Proposal for Professional Services

Purpose:

The following procedures are designed to provide for a fair and open process in awarding professional services based on qualifications, merit and cost effectiveness through accessible advertising. Services include annual appointments and day-to-day programs, projects and contracts.

Scope of Services: RISK MANAGEMENT CONSULTANT AND INSURANCE BROKER

Any persons or firms interested in providing professional services to the City of Woodbury ("City") as defined in the New Jersey Statutes, *N.J.S.A.* 40A:11-2(6).

Appointment of Risk Management Consultant and Insurance Broker (hereinafter collectively referred to as "Risk Management Consultant"). The Risk Management Consultant shall be appointed by the City Council (hereinafter "Council") by a majority vote of a quorum of its members and shall serve for a term of one (1) year from the first day of January in the year of his appointment and until his successor is appointed and qualified. The Risk Management Consultant shall be a New Jersey licensed property/casualty insurance agent or broker with demonstrated prior experience in the management of public insurance risks. The Risk Management Consultant shall be an "Insurance Producer", pursuant to *N.J.S.A.* 17:22-A, but shall not be a Fund Commissioner. Proposals will be accepted for the calendar year 2019.

I. General Background & Purpose

The City of Woodbury (hereafter referred to as MUNICIPALITY) is a member of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund (TRICO JIF) since 2001.

The TRICO JIF commenced operations on January 1, 1991 with a membership of ten (10) municipalities. The TRICO JIF was formed as a self-insurance pool and operates under the authority of *N.J.S.A.* 40A: 10-6 et seq. and related regulatory authority of the New Jersey Department of Banking and Insurance, *N.J.A.C.* 11:15-2.1 et seq. The TRICO JIF has grown to twenty-six (26) members today. The TRICO JIF is subject to and must operate in compliance with the provisions of the "Local Fiscal Affairs Law" (*N.J.S.A.* 40A: 5-1 et seq.), the "Local Public Contracts Law" (*N.J.S.A.* 40A:11-1 et seq.), and regulations including but not limited to (*N.J.S.A.* 5:34) and the Open Public Meetings Act (*N.J.S.A.* 10:4-12).

The TRICO JIF was formed as a long-term vehicle through which member municipalities seek to stabilize their insurance related expenditures through "pooling" and the application of various risk management techniques. These techniques include pooled retention of the working layer of claims, enhanced safety and loss prevention, and group purchase of necessary administrative services including claims administration and legal defense counsel.

Coverage afforded through the TRICO JIF includes Property, General Liability (including Police Liability), Automobile Liability, Employment Practices/Public Officials Liability, Cyber Liability, and Workers' Compensation. In 2020, the TRICO JIF will retain the first \$500,000 per General, Automobile and Workers' Compensation claim and \$50,000 per Property claim. The TRICO JIF pools its resources with other New Jersey Joint Insurance MUNICIPALITYs through an excess pool known as the Municipal Excess Liability Joint Insurance Fund (MEL) that provides coverage beyond the TRICO JIF retention. The TRICO JIF purchases Cyber Liability and Public Official's and Employment Practices Liability coverage in the commercial market and obtains Environmental Impairment Liability insurance through the E-JIF.

Of primary importance to the MUNICIPALITY is a firm that is familiar with the local operations of MUNICIPALITY with a thorough understanding and mastery of municipal risk as well as the programs and services provided through the TRICO JIF.

II. RISK MANAGEMENT CONSULTANT - Applicant Requirements

The **RISK MANAGEMENT CONSULTANT**:

- A. Shall be a New Jersey licensed Property and Casualty insurance producer who has demonstrated prior experience in the management of public insurance risks.
- B. Shall demonstrate knowledge of the TRICO JIF Programs and Services.
- C. Shall demonstrate a knowledge of MUNICIPALITY's operations and exposures.
- D. Provide that its officials, officers, employees and appointees shall cooperate with the Fund, the Fund Attorney, Claims Administrator and any designated Defense Attorney in the defense of all claims, including any procedures established by the Executive Committee for the handling of claims, Notices of Claims and litigation.
- E. Advise the MUNICIPALITY on risk management matters and the appropriateness of coverage or optional coverage offered by the TRICO JIF;

III. Minimum Services

The Role of the RISK MANAGEMENT CONSULTANT is to provide Professional Risk Management services to the MUNICIPALITY as follows:

- A) The Consultant shall assist the MUNICIPALITY in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
- B) The Consultant shall assist the MUNICIPALITY in understanding and selecting the various types of coverage available from the TRICO JIF.
- C) The Consultant shall review with the MUNICIPALITY any additional types of coverage that the Consultant believes the MUNICIPALITY should purchase that are not available from the TRICO JIF. The Consultant shall purchase and bind any additional types of coverage authorized by the MUNICIPALITY.
- D) The Consultant shall assist the MUNICIPALITY in the preparation of applications, statements of values and other documents requested by the TRICO JIF. However, this Agreement does not include any appraisal work by the Consultant.

- E) The Consultant shall review the MUNICIPALITY's annual assessment as prepared by the TRICO JIF, and shall assist the MUNICIPALITY in the preparation of its annual insurance budget.
- F) The Consultant shall review the loss and engineering reports for the MUNICIPALITY, and shall assist the Safety Committee in its loss containment objectives within the MUNICIPALITY.
- G) The Consultant shall attend and actively participate in the MUNICIPALITY's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.
- H) The Consultant shall attend the MUNICIPALITY's Member Accident Review Panel meetings and assist the MUNICIPALITY in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the MUNICIPALITY in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the MUNICIPALITY in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall assist the MUNICIPALITY with the timely and accurate reporting of all claims, which shall include the establishment and implementation of claims reporting procedures.
- L) The Consultant shall assist, when requested by the MUNICIPALITY and/or the Claims TPA, with the investigation of claims filed against the MUNICIPALITY.
- M) The Consultant shall review the MUNICIPALITY's loss data on a regular basis and prepare reports to the MUNICIPALITY on recent losses, open claims, and loss trends.
- N) The Consultant shall review the performance of the MUNICIPALITY's Claims TPA on a quarterly basis including reserving practices, adjuster claim counts, and supervisor file review.
- O) The Consultant shall assist the MUNICIPALITY by reporting to the TRICO JIF through EXIGIS changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- P) The Consultant shall assist the MUNICIPALITY and TRICO JIF professionals in the annual renewal process including the gathering and verification of exposure data.
- Q) The Consultant shall order Certificates of Insurance from the TRICO JIF.
- R) The Consultant shall review Certificates of Insurance received by the MUNICIPALITY.
- S) The Consultant shall review proposed contracts between the MUNICIPALITY and organizations and contractor's to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.

- T) The Consultant shall evaluate and advise the MUNICIPALITY on the risk management aspects of public events being staged or sponsored by the MUNICIPALITY.
- U) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- V) The Consultant shall respond to questions regarding coverage from the MUNICIPALITY's officials.
- W) The Consultant shall actively attend and participate on the TRICO JIF Subcommittees as authorized by the TRICO JIF Bylaws.
- X) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the MUNICIPALITY outlining the MUNICIPALITY's Insurance, Claims Record, and participation in the JIF Safety Program.
- Y) The Consultant shall assist the MUNICIPALITY with the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally performed by a public adjuster.
- Z) The Consultant shall perform any other services required by the Fund's Bylaws or the MUNICIPALITY.

The above listing represents some of the general duties of the RISK MANAGEMENT CONSULTANT. Your response must demonstrate your understanding of the role by expanding on the above duties and describing other services that you will provide.

IV. Fees:

The fee for this contract has been established by the MUNICIPALITY as outlined in herein. The MUNICIPALITY is not seeking competitive pricing proposals. Instead the MUNICIPALITY is seeking proposals from qualified firms/individuals that can provide the services established in **Section V** below.

For 2019, the MUNICIPALITY compensates the existing RISK MANAGEMENT CONSULTANT an annual fee of 5.0% of the City's annual TRICOJIF assessment for all services. It is anticipated that the MUNICIPALITY will pay the RISK MANAGEMENT CONSULTANT a fee equal to 5.0% of the annual TRICOJIF assessment in 2020.

V. Proposals

Written proposals are being requested from applicants (firms) qualified to perform all required services. Proposals should outline what the firm will do for the MUNICIPALITY in all areas of service requested. All proposals should include, at a minimum, the following:

A. Narrative

Provide a narrative setting forth your ability to provide the services outlined in Sections IV and V of this RFQ.

B. Knowledge of Risk:

Describe your knowledge and experience with applicable coverage particularly:

- Property
- Liability (Including Police and Elected Officials)

- Automobile
- Workers' Compensation

C. Experience:

- 1) Demonstrate a minimum of five (5) years of experience as a Risk Management Consultant within the TRICO JIF or a minimum of five (5) years' experience as a Risk Management Consultant for a municipality in a MEL affiliated Joint Insurance Fund.
 - 2) Demonstrate familiarity with and knowledge of:
 - i. Exposure Data Management System (EXIGIS)
 - ii. TRICO JIF **Safety** Programs including but not limited to:
 - ✓ Role of MUNICIPAL Safety Coordinator
 - ✓ Functioning of the MUNICIPAL Safety Committee
 - ✓ Optional Safety Program
 - ✓ Safety Incentive Program
 - ✓ MEL Safety Institute
 - iii. TRICO JIF **Claims** Programs including but not limited to:
 1. Role of MUNICIPAL Claims Coordinator
 2. Transitional Duty Programs
 3. Accident Investigation
 - iv. TRICO JIF **Risk Management** Programs including but not limited to:
 1. TULIP Program
 2. Model Contract Provisions
 3. EPL Helpline
 4. EPL Risk Management Program
 5. TRICO JIF Website
- TRICO JIF **Reports** including but not limited to:
 - ✓ Loss Ratio Reports
 - ✓ Loss Control Reports
 - ✓ Monthly Agenda Packet tracking reports

D. Qualifications:

You should clearly set forth your credentials and describe your experience that qualifies you for this position by describing experience with similar engagements by the individual who will actually be providing the Consulting services to the MUNICIPALITY. Include a resume of the individual indicating active membership in any professional organizations. Include a listing of clients with their contact names, addresses, and telephone numbers.

VI. Additional Mandatory Submittal Requirements

In submitting its response to this RFQ, the Applicant acknowledges that it has reviewed, understands, and will comply with all the MUNICIPALITY's mandatory contract requirements. In addition, the Applicant shall comply with the following

additional provision(s):

A. **NJ Business Registration Certificate:**

All proposals are required to provide a copy of their NJ Business Registration Certificate.

B. **Insurance License:**

All proposals are required to provide a copy of NJ Property & Casualty Insurance License for principal(s) assigned to perform work under this contract.

C. **Proof of Insurance** All applicants are required to submit proof of existing insurance coverage and limits as follows:

1. Workers' Compensation (Statutory) - in compliance with the Compensation Law of the State of New Jersey, which shall include the Other States Endorsement specifically providing for benefits payable under New Jersey State Law.
2. General Liability - With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars.
3. Automobile Liability Insurance - With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.
4. Errors and Omissions - A minimum limit of liability of one million (\$1,000,000) dollars per incident and in the annual aggregate.

All applicants responding to this RFQ are hereby notified that should they be awarded a contract pursuant to this RFQ they will be required to name the MUNICIPALITY as an Additional Insured for coverage listed under Section VIII, subsection c. 2 and 3.

VII. Selection Criteria & Form of Contract

- A. The MUNICIPALITY will select the Applicant deemed most advantageous to the MUNICIPALITY. While many factors will be considered (references, perceived ability to perform, and proven ability to perform), the MUNICIPALITY intends to select the Applicant that they determine is most capable of effectively and competently providing the professional services required under this Contract.
- B. The successful applicant shall execute a contract with the MUNICIPALITY in a prescribed format that is acceptable to the MUNICIPALITY. It should also be noted that although the MUNICIPALITY is undertaking a "Fair and Open" Process, in seeking out qualified candidates for the position of RISK MANAGEMENT CONSULTANT, it is the MUNICIPALITYS' intention to award this contract as a "non fair and open" contract pursuant to NJSA 19:44A-20.4 et seq., thereby eliminating the RISK MANAGEMENT CONSULTANT and/or their firm from making reportable campaign contributions.

- C. The RISK MANAGEMENT CONSULTANT shall be considered an appointed official and shall serve until January 1 of the following year, or until a successor is duly appointed; however, the MUNICIPALITY and RISK MANAGEMENT CONSULTANT may mutually agree to two one year extensions. The MUNICIPALITY and/or RISK MANAGEMENT CONSULTANT shall have the right to cancel the contract with 30 days written notice
- D. The MUNICIPALITY reserves the right to award a Contract, at its sole discretion, for the completion of any or all of the professional services offered by an Applicant in response to this RFQ.
- E. The MUNICIPALITY will select the Applicant, who in the opinion of the MUNICIPALITY, will be able to execute a Contract with the MUNICIPALITY within fourteen (14) days of the approval of the Contract by the MUNICIPALITY, and provide all necessary documentation required by the Contract to the MUNICIPALITY within fourteen (14) days.
- F. The MUNICIPALITY will select the Applicant, who in the opinion of the MUNICIPALITY, will be able to immediately assign an officer responsible for all services required under the Contract and all necessary support staff upon approval by the MUNICIPALITY so as to commence the services outlined under the contract.
- G. Any Applicant that submits a Proposal acknowledges that they understand that this is not a bid process. The MUNICIPALITY will determine the best qualified service provider based upon the Applicant's proven ability to perform as evidenced by the Applicant's performance under prior and/or current Contracts that are similar to the Contract being proposed in this RFQ. The MUNICIPALITY retains the right to reject any or all Proposals and to negotiate all terms and conditions, service fees, or any other items included in any proposal received.
- H. The Applicant selected through this process is to understand that they shall be required to comply with any and all requirements imposed by United States and/or New Jersey Code, Statute or Regulation for providers of services to public entities in the State of New Jersey. Such compliance shall include, but not be limited to, the completion of any forms, documents or procedures related to compliance with equal employment opportunity and/or affirmative action.
- I. The MUNICIPALITY reserves the right to reject any or all proposals, to waive technicalities and to award a contract to the firm offering the most favorable terms in the opinion of the MUNICIPALITY. All proposals will be evaluated on their total content and not on any one factor. Some of the items to be considered are:
- References
 - Ability to perform
 - Qualifications and experience
- J. At its sole discretion, the MUNICIPALITY may choose to interview some or all candidates. If selected for an interview, you should clearly set forth your credentials and describe your experience that qualifies you for this position.

K. The Applicant selected through this process is to understand that they shall be required to comply with the **Non-Disclosure Agreement (Exhibit A)** as dictated by the TRICO JIF. Specifically, the contract may be voided by the MUNICIPALITY if the RISK MANAGEMENT CONSULTANT fails to disclose an actual or potential conflict of interest as defined in the TRICO JIF's Bylaws, or in N.J.S.A. 40A:9-22.1 et. seq. (the "Local Government Ethics Laws") and including, but not limited to, any interest, direct or indirect, in any other servicing organization providing services to the MUNICIPALITY. Any potential respondent to this RFQ who cannot comply with this policy is discouraged from submitting a proposal in response to this RFQ.

NON-COLLUSION AFFIDAVIT

STATE OF

SS

COUNTY OF _____

I, _____ of the City of _____
(Name)

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 _____, a _____
(Name) (Title, Position, etc.)

in the firm of _____ the bidder making the

proposal to the City of Woodbury for work under

(Proposal)

and that I executed the said Proposal with full Authority to do so; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the

(Name of Owner)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

(Also type or print name of affiant under signature).

Subscribed and Sworn to before me this _____ day of _____, 2019.

Notary Public of _____

My Commission Expires _____

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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 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 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 Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signature & Date

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Woodbury (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the **owner shall** expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature & Date

**STATEMENT OF OWNERSHIP (OWNERSHIP DISCLOSURE
CERTIFICATION)**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with All Bid and Proposal
Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder 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 percent 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 percent 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 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

(Please attach additional sheets if more space is needed):

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder 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 percent 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 percent 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 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this _____ day of _____
_____, 2019. (Affiant)

(Notary Public)

My Commission expires: _____

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal 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 of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take 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.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates 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.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN IF UNABLE TO CERTIFY ABOVE

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below:

Name: _____

Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Proposer Contact Name: _____

Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Certification:

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

Full Name: _____

Signature: _____

Title: _____

Date: _____