

**TOWNSHIP OF DELRAN
900 CHESTER AVENUE
DELRAN, NEW JERSEY 08075**

Request for Proposals for 2024 Professional Services

Please take notice in accordance with N.J.S.A. 19:44A-20.5 et seq., through the fair and open process, Delran Township is seeking proposals and resumes for our 2024 Professional Services Contracts for the following positions:

Township Attorney	Planning Board Attorney
Township Engineer	Planning Board Conflict Attorney
Bond Counsel	Planning Board Engineer
Tax Attorney	Planning Board Conflict Engineer
Labor Attorney	Planning Board Planner
Prosecutor	Planning Board Conflict Planner
Public Defender	Planning Board Traffic Engineer
Affordable Housing Attorney	Zoning Board Attorney
Township Auditor	Zoning Board Conflict Attorney
Township Conflict/Special Attorney	Zoning Board Engineer
Risk Management Consultant	Zoning Board Conflict Engineer
Financial Advisor	Zoning Board Planner
Township OPRA Attorney	Zoning Board Conflict Planner
Insurance Broker	Zoning Board Traffic Engineer

Sealed proposals will be opened on Tuesday, December 19, 2023, at 10:00 AM by the Municipal Clerk at the Delran Township Municipal Building, 900 Chester Avenue, Delran, NJ 08075. Proposals received after this time will not be accepted. Proposals shall be labeled “**RFP for (Name of Position)**” marked on the outside. Please submit only one copy of the proposal for each position and one copy on flash drive or disk.

Respondents are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and P.L. 1975, c. 127 (N.J.A.C.17:27), Affirmative Action Requirements, (N.J.A.C. 52:25-24.2) Statement of Ownership, (N.J.S.A 52:32-44) New Jersey Business Registration and Disclosure of Investments in Iran (Public Law 2012, c.25).

The award of contracts for providing the above will be made at a Reorganization Meeting of the Mayor and Council, who reserve the right to waive formalities and accept or reject any part or all of the submitted proposals as they may determine to be in the best interest of the Township of Delran.

Jamey Eggers, RMC
Township Clerk

TOWNSHIP OF DELRAN

REQUEST FOR PROPOSALS

Purpose:

The following process is designed to find qualified service providers in a fair and open manner for the provision of professional or other service contract based on qualifications, merit, and cost effectiveness. The general requirements set forth below must be met in order for any proposer to be considered to provide such services, exempt from public bidding pursuant to N.J.S.A. 40A: 11-5 and within the scope of N.J.S.A. 19:44A-20.5 et seq., to the Township.

Response to the Request for Proposal (RFP) shall be used to determine whether the costs or fees proposed to provide the services are fair and reasonable, both in terms of the Township's budgetary interest, the general market rate for the requested services, and the level of experience, breadth of services, and expertise of the proposer.

Appointments shall be for the calendar year 2024.

Submissions:

Submission shall address how the proposer meets the qualifications for the desired position and shall outline fees proposed, fee schedule (including attendance at regular monthly or special meetings), or other basis for compensation sought. Please, where applicable, indicate hourly rates, monthly or other retainers, per project fees, or such other manner of compensation proposer deems appropriate to the services to be provided.

1. Please submit one copy of your proposal to the Delran Township Municipal Clerk at the address listed below:

Delran Township
ATTN: Jamey Eggers
Township Clerk
900 Chester Avenue
Delran, NJ 08075

2. Sealed proposals will be opened on Tuesday, December 19, 2023, at 10:00 AM by the Municipal Clerk at the Delran Township Municipal Building, 900 Chester Avenue, Delran, NJ 08075. Proposals received after this time will not be accepted. Proposals shall be labeled "**RFP for (Name of Position)**" marked on the outside. Please submit only one copy of the proposal for each position.
3. The Township reserves the right to conduct an interview or interviews with the proposer to discuss the scope of the project as out lined in its proposal.

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4. Where applicable, proposer will be required to comply with the requirements of (N.J.S.A. 10-5-31 et seq. and (N.J.A.C. 17:27) Affirmative Action, (N.J.A.C. 52:25-24.2) Statement of Ownership, and (N.J.S.A. 52:32-44) New Jersey Business Registration and Disclosure of Investments in Iran (Public Law 2012, c.25).
5. Proof of Insurance for professional liability/malpractice coverage with limits as to liability acceptable to the Township will be required prior to the award of any contract.
6. All awards are subject to availability of funds. Acceptance of a contract will be by resolution acted on by either the Township Council, Planning Board or Zoning Board at their Meeting.
7. The Township will not guarantee any minimum level of activity or business.

By submitting a proposal, the proposer agrees and understands that the Township reserves the right and may exercise at its sole discretion the following rights and options with respect to this RFP:

- To accept or reject any or all proposals.
- To issue additional solicitations for proposals.
- To waive any irregularities in proposals should it be in the best interest of the Township.
- To enter into an agreement for only portions (or not enter into an agreement for any) of the services contemplated by the proposals.
- To select the proposal that best satisfies the interests of the Township and not necessarily on the basis of price or any other single factor.

Evaluation:

The following criteria, not necessarily listed in the order of importance, will be used to review the proposals. The Township reserves the right to weigh its evaluation criteria in any manner it deems appropriate for the best interest of the Township:

- Experience and reputation in the field
- Qualification of individual(s) who will perform the service or activity
- Knowledge of the Township and the subject matter to be addressed by the contract
- Availability to accommodate and required meetings
- Compensation proposal
- Other factor, if demonstrated to be in the best interest of the Township

REQUIREMENTS TO QUALIFY:

The requirements listed below are the minimum levels expected from the professional indicated. If Proposer is a firm, it shall designate one professional within the firm to represent the Township and provide the qualifications of that individual in addition to the firm's credentials.

Township Attorney

The Township Attorney shall be either (a) a member of or employed by multi-discipline firm of New Jersey licensed attorneys with at least eight (8) years experience, or (b) shall personally have at least ten (10) years' experience, representing municipalities in all aspects of municipal law including but not limited to general municipal government law; tort claims act, ethics; municipal litigation and appeals; Fair Housing Act, COAH, and affordable housing issues; NJ employment and personnel law; tax appeal experience, eminent domain and redevelopment issues; municipal finance; redevelopment and real estate issues; election law; OPRA, OPMA, municipal land use law including state regulations affecting the same; municipal utilities law; Green Acres and open space law; NJDEP, Pinelands legislation, and regulations; and familiarity with Titles 40 & 40A of the New Jersey Statutes. The individual(s) appointed as Township Conflict/Special Attorney or primarily assigned by a firm must be a New Jersey licensed attorney, admitted to the bar for at least eight (8) years and have five (5) years prior experience as Township Conflict/Special Attorney. The Township Conflict/Special Attorney may, in his/her discretion, be assisted by employees of the Attorney's firm with lesser levels of experience. Firm and individual must comply with the local pay to play ordinance.

Township Engineer

The Township Engineer shall be either a member of or employed by a firm of New Jersey licensed engineers and shall have all applicable licenses to perform general engineering in NJ. His firm must be multi-disciplined with at least eight (8) years experience in all aspects of municipal engineering including but not limited to expertise in road construction, construction management, water & sewer plant construction with engineers who held licenses in these areas, land use law experience, planners & landscape engineers on staff, experience in environmental studies assessments (wetlands, archaeological, endangered species, hydrologic studies, storm water management), GIS, materials testing, surveying, traffic studies, drainage, and extensive knowledge NJDEP rules and regulations. The individual appointed or assigned by a Firm shall have been licensed as an engineer for a minimum of five (5) years and have five (5) years prior experience as a Municipal Engineer. The appointed engineer may, in his/her discretion, be assisted by employees of his firm with lesser levels of experience.

Bond Counsel

The Township Bond Counsel shall be either (a) a member of or employed by a multi-discipline firm of New Jersey licensed attorneys with at least ten (10) years' experience, or (b) shall personally have at least ten (10) years' experience in tax law, securities law, and State law relevant to the issuance of municipal short-term and long-term obligations.

For Township Tax Attorney

The Township Tax Attorney shall be either a member of or employed by a multi-discipline firm of New Jersey licensed attorneys with at least either five (5) years experience, or shall personally have at least five (5) years experience, in all aspects of municipal tax law including but not limited to tax litigation and appeals. The individual(s) appointed as Township Tax Attorney or primarily assigned by a firm must be a New Jersey licensed attorney, admitted to the bar for at least five (5) years and have cumulative five (5) years prior experience as a Township Tax Attorney. Firm and individual must comply with the local pay to play ordinance.

Township OPRA Attorney

The Township of Delran is requesting Qualifications from qualified firms to provide legal guidance to the City regarding Open Public Records Act (“OPRA”) Requests in the form of legal representation in OPRA litigation matters, GRC representation, and internal legal opinions as to the disclosure requirements of documents when requested, in accordance with the specifications or Township approved equivalent. The individual designated as OPRA Attorney for the Township of Delran or primarily assigned by a firm must be a New Jersey licensed attorney, admitted to the bar for at least eight (8) and have years prior experience with OPRA.

Labor Counsel

The applicant shall be a firm or attorney specializing in public sector labor relations and whose practice is primarily comprised of representing management. The individual appointed or primarily assigned as Labor Attorney shall have at least ten (10) years’ experience as a municipal labor attorney and shall have demonstrated knowledge of and experience with collective bargaining, PERC arbitration and mediation, ADA, FMLA and NJ FLMA. Applicant must be licensed to practice law in the State of New Jersey and be a member of the bar in good standing.

Township Prosecutor

The Township Prosecutor shall be a New Jersey licensed attorney with familiarity with applicable state motor vehicle and criminal laws; municipal court rules and procedures; and prior experience in prosecuting municipal ordinance and municipal code violations pertaining to zoning, land, or property use regulation, property maintenance, building, or construction. In addition, admission to the bar of New Jersey for a minimum of six (6) years, and a minimum of four (4) years municipal prosecutor experience is required. The Township Prosecutor will be required to cover two court sessions per month which are held on the first and third Wednesdays.

Township Public Defender

The Township Defender shall be a New Jersey licensed attorney with familiarity with applicable state motor vehicle and criminal laws; municipal court rules and procedures; and prior experience with municipal ordinance and municipal code violations. In addition, admission to the bar of New Jersey for a minimum of six (6) years, and a minimum of four (4) years municipal public defender experience is required.

Affordable Housing Attorney

The Township COAH Attorney must at a minimum meet the following qualifications;

1. Must be licensed in the state of New Jersey with at least ten (5) years’ experience and shall have at least three (3) years’ experience representing municipalities in the area of COAH.
2. Must be familiar with Open Public Meetings Act (OPMA) and Open Public Records Act (OPRA)
3. Respondent must be in compliance with Pay to Play ordinance.

Township Auditor

The Township Auditor shall be a multi-disciplined firm with at least eight (8) years experience in municipal auditing procedures, bond law, arbitrage, municipal budgeting and purchasing. The individual assigned shall have at least five (5) years experience as an appointed municipal auditor and shall be a CPA and RMA. Firm and individual must comply with the local pay to play ordinance.

Township Conflict/Special Counsel

The Township Conflict/Special shall be either (a) a member of or employed by multi-discipline firm of New Jersey licensed attorneys with at least eight (8) years experience, or (b) shall personally have at least ten (10) years experience, representing municipalities in all aspects of municipal law including but not limited to general municipal government law; tort claims act, ethics; municipal litigation and appeals; Fair Housing Act, COAH, and affordable housing issues; NJ employment and personnel law; tax appeal experience, eminent domain and redevelopment issues; municipal finance; redevelopment and real estate issues; election law; OPRA, OPMA, municipal land use law including state regulations affecting the same; municipal utilities law; Green Acres and open space law; NJDEP, Pinelands legislation, and regulations; and familiarity with Titles 40 & 40A of the New Jersey Statutes. The individual(s) appointed as Township Conflict/Special Attorney or primarily assigned by a firm must be a New Jersey licensed attorney, admitted to the bar for at least eight (8) years and have five (5) years prior experience as Township Conflict/Special Attorney. The Township Conflict/Special Attorney may, in his/her discretion be assisted by employees of the Attorney's firm with lesser levels of experience. Firm and individual must comply with the local pay to play ordinance.

Financial Advisor

The Applicant/Firm must have ten (10) years financial experience with Municipal government and be knowledgeable in all aspects and available for meeting appearances when necessary.

Insurance Broker

The Township of Delran is soliciting Request for Qualifications from licensed professionals in New Jersey to perform insurance brokerage services to represent the Township as Broker of Record for employee and retiree health benefits. All activities pertaining to employee health insurance are coordinated through the Business Administrator's Office.

The Broker of Record will be responsible for analyzing and recommending any and all health insurance coverage for the Township. The Broker shall provide any recommendations that could potentially be a cost benefit savings to the Township that would still be consistent with employee collective bargaining contracts. The Broker shall aid the Township in the budgeting process, including the evaluation and impact of rate changes to health benefits costs and premiums. Broker shall provide the Township with reasonable projected renewal figures during the budget process. The Broker shall assist the Township in evaluating/settling employee grievances relating to health benefits issues. When requested by the Township, the Broker shall provide to the Township any guidance as it pertains to the health benefit plans to Township retirees.

The qualifications of the Broker shall include.

1. Must maintain its principal business office within the State of New Jersey.

2. Must be actively licenses as a New Jersey insurance broker.

Planning Board Attorney/Planning Board Conflict Attorney

The Planning Board attorney shall be either (a) a member of or employed by a firm of attorneys or (b) an individual attorney, with at least seven (7) years experience as a joint land use board attorney, planning board attorney, or zoning board attorney, or shall have appeared on behalf of applicants before such boards regularly for at least seven (7) years, with experience in the all aspects of planning, zoning, and municipal land use law. Extensive work and knowledge of the MLUL, experience in devising Master Plans, and some COAH experience is required. The individual attorney shall have at least five (5) years experience as a municipal, planning, or zoning board attorney or shall demonstrate five (5) years of experience in a practice devoted primarily to zoning, planning, and development law in New Jersey. Firm and individual must comply with the local pay to play ordinance.

Zoning Board Attorney/Zoning Board Conflict Attorney

The Zoning Board attorney shall either be a member of or employed by a firm, or shall be an individual, with at least seven (7) years experience as a joint land use board attorney, planning board attorney, or zoning board attorney, or shall have appeared on behalf of applicants before such boards regularly for at least seven (7) years, with experience in the all aspects of planning, zoning and municipal land use law. Extensive work and knowledge of the MLUL, experience in devising Master Plans, and some COAH experience is required. The individual attorney shall have at least four (4) years experience as a municipal, planning, or zoning board attorney or shall demonstrate four (4) years of experience in a practice devoted primarily to zoning, planning, and development law in New Jersey. Firm and individual must comply with the local pay to play ordinance.

Planning Board Engineer/Conflict Engineer

The Planning Board engineering firm shall have at least eight (8) years of experience as a municipal planning or zoning board engineer in all aspects of municipal land use law, Master Plans, storm and sanitary sewers, and related issues. The individual assigned shall have at least five (5) years experience as an appointed engineer to a planning or zoning board. Firm and individual must comply with the local pay to play ordinance.

Zoning Board Engineer/Conflict Engineer

The Zoning Board engineering firm shall have at least eight (8) years of experience as a municipal planning or zoning board engineer in all aspects of municipal land use law, Master Plans, storm and sanitary sewers, and related issues. The individual assigned shall have at least five (5) years experience as an appointed engineer to a planning or zoning board. Firm and individual must comply with the local pay to play ordinance.

Planning Board Planner/Conflict Planner

The Planning Board Planner/Conflict Planner shall be a New Jersey licensed firm with at least ten (10) years of experience in all aspects of municipal planning including extensive work with and knowledge of the MLUL, COAH, and consulting with respect to, drafting, and revising Master Plans. The individual primarily assigned shall have at least five (5) years experience as a municipal planning or zoning board planner. Firm and individual must comply with the local pay to play ordinance.

Zoning Board Planner/Conflict Planner

The Zoning Board Planner/Conflict Planner shall be a New Jersey licensed firm with at least ten (10) years of experience in all aspects of municipal planning including extensive work with and knowledge of the MLUL, COAH, and consulting with respect to, drafting, and revising Master Plans. The individual primarily assigned shall have at least five (5) years experience as a municipal planning or zoning board planner. Firm and individual must comply with the local pay to play ordinance.

Planning Board Traffic Engineer

The Planning Board Traffic Engineer shall be either a member of or employed by a firm of New Jersey licensed engineers and shall have all applicable licenses to perform general engineering in NJ. His firm must include traffic engineering services as a discipline with at least five (5) years experience in all aspects of municipal traffic engineering including but not limited to expertise in planning and /or zoning board traffic review, testimony and traffic studies and calculations and must have experience and knowledge in land use law, RSIS and NJDOT rules and regulations. The individual appointed or assigned by a Firm shall have been licensed as an engineer in the State of New Jersey for a minimum of five (5) years and have five (5) years prior experience as a Traffic Engineer. The appointed traffic engineer may, in his/her discretion be assisted by employees of his firm with a lesser level of experience. Firm and individual must comply with the local pay to play ordinance.

Zoning Board Traffic Engineer

The Zoning Board Traffic Engineer shall be either a member of or employed by a firm of New Jersey licensed engineers and shall have all applicable licenses to perform general engineering in NJ. His firm must include traffic engineering services as a discipline with at least five (5) years experience in all aspects of municipal traffic engineering including but not limited to expertise in planning and /or zoning board traffic review, testimony and traffic studies and calculations and must have experience and knowledge in land use law, RSIS and NJDOT rules and regulations. The individual appointed or assigned by a Firm shall have been licensed as an engineer in the State of New Jersey for a minimum of five (5) years and have five (5) years prior experience as a Traffic Engineer. The appointed traffic engineer may, in his/her discretion be assisted by employees of his firm with a lesser level of experience. Firm and individual must comply with the local pay to play ordinance.

Risk Management Consultant

I. General Background & Purpose

The Delran Township (hereafter referred to as MUNICIPALITY) is a member of the Burlington County Municipal Joint Insurance Fund (BURLCO JIF).

The BURLCO JIF commenced operations on January 1, 1991 with a membership of ten (10) municipalities. The BURLCO 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 BURLCO JIF has grown to twenty-seven (27) members today. The BURLCO 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 BURLCO 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 BURLCO JIF includes Property, General Liability (including Police Liability), Automobile Liability, Employment Practices/Public Officials Liability, Cyber Liability, and Workers' Compensation. The BURLCO JIF retains the first **\$300,000** per General, Automobile and Workers' Compensation claim and **\$100,000** per Property claim. The BURLCO 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 BURLCO JIF retention. The BURLCO 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 BURLCO 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 BURLCO 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 BURLCO 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 and limits available from the Burlington County Municipal Joint Insurance Fund.
- 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 Fund. 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 Fund. 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 Fund, 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 review the MUNICIPALITY's loss data on a regular basis and prepare reports to the MUNICIPALITY on recent losses, open claims, and loss trends.
- L) The Consultant shall assist the MUNICIPALITY by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- M) The Consultant shall assist the MUNICIPALITY and Fund professionals in the annual renewal process including the gathering and verification of exposure data.
- N) The Consultant shall order Certificates of Insurance from the Fund.
- O) The Consultant shall review Certificates of Insurance received by the MUNICIPALITY.
- P) The Consultant shall review proposed contracts between the MUNICIPALITY and organizations and contractors 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.
- Q) The Consultant shall evaluate and advise the MUNICIPALITY on the risk management aspects of public events being staged or sponsored by the MUNICIPALITY.
- R) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.

- S) The Consultant shall respond to questions regarding coverage from the MUNICIPALITY's officials.
- T) The Consultant shall actively attend and participate on the Fund Subcommittees as authorized by the Fund Bylaws.
- U) The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.
- V) The Consultant shall execute and file with the MUNICIPALITY, as part of this agreement, and the Executive Director's office a copy of the Burlington County Municipal Joint Insurance Fund Confidentiality Agreement.
- W) 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 and Safety Program.
- X) The Consultant shall perform any other services required by the Fund's Bylaws.

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 VII** below.

For (**FILL IN CURRENT YEAR HERE**), the MUNICIPALITY compensates the existing RISK MANAGEMENT CONSULTANT an annual fee of \$ _____ for all services. It is anticipated that the MUNICIPALITY will pay the RISK MANAGEMENT CONSULTANT a fee equal to or greater than \$ _____ in (**FILL IN UPCOMING YEAR HERE**).

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

B. Experience:

- 1) Demonstrate a minimum of five (5) years of experience as a Risk Management Consultant within the BURLCO 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:
 - ORIGAMI Exposure System
 - BURLCO 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
 - BURLCO JIF **Claims** Programs including but not limited to:
 - ✓ Role of MUNICIPAL Claims Coordinator
 - ✓ Transitional Duty Programs
 - ✓ Accident Investigation
 - BURLCO JIF **Risk Management** Programs including but not limited to:
 - ✓ TULIP Program
 - ✓ Model Contract Provisions
 - ✓ EPL Helpline
 - ✓ EPL Risk Management Program
 - ✓ BURLCO JIF Website
 - BURLCO JIF **Reports** including but not limited to:
 - ✓ Loss Ratio Reports
 - ✓ Loss Control Reports
 - ✓ Monthly Agenda Packet tracking reports

C. 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.

VIII. 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.

VI. 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** as dictated by the BURLCO 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 BURLCO 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.

TOWNSHIP OF DELRAN

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

The contractor and the Township of Delran, (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.

TOWNSHIP OF DELRAN
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

All contracts issued by a Public Agency must contain the mandatory affirmative action language set forth in N.J.A.C. 17:27 et seq. For all goods, general services and professional services vendors, Public Agency contracts must include the affirmative action language of Exhibit A which is included with this RFP.

P.L. 1975, C. 127 (N.J.A.C. 17:27) Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts; 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, sex, 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, sex, affectional or sexual orientation. 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 forth 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, sex, affectional or sexual orientation.

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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. 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors 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, and public agencies 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 (NJAC 17:27).

The contractor has attached a copy of their current "Certificate of Employee Information Report" to this Agreement; or contractor agrees to complete the Affirmative Action Employee Information Report, form AA-302 and forward same to the Affirmative Action Office within thirty (30) days of the date of this Agreement.

Date:

**TOWNSHIP OF DELRAN
NON-COLLUSION AFFIDAVIT**

State of _____

County of _____ ss: _____

I, _____ residing in _____
(Name of affiant) (name of municipality)
in the County of _____ and State of _____
being of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (name of firm)
_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with full authority
(Title of bid proposal)

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 Township of Delran 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 a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of contractor)

Subscribed and sworn to

before me this _____ day

of _____, 20__

Signature of affiant

Notary public of

(Type or print affiant's name under signature)

My commission expires

(Seal)








TOWNSHIP OF DELRAN
STATEMENT OF OWNERSHIP DISCLOSURE
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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.


Name of Organization: _____

Organization Address: _____


Part I Check the box that represents the type of business organization:

-  Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
-  Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
-  For-Profit Corporation (any type)  Limited Liability Company (LLC)
-  Partnership  Limited Partnership Limited Liability Partnership (LLP)
-  Other (be specific):

Part II

 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Delran is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Delran Township to notify the Township in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

TOWNSHIP OF DERLAN

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Failure to check either box will render the proposal non-responsive.

PART 1: CERTIFICATION (Bidders must complete part 1 by checking either box)

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 act 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 EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity’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.

OR

I am unable to certify as above because I or the bidding entity 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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Provide information relative to the above questions. Please provide thorough answers to each question. If you need to make additional entries, use additional pages.

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation: _____

Contact Name: _____ Contact Phone Number: _____

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 below-referenced person or entity. I acknowledge that the Township of Delran 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 contracts with the Township of Delran to notify the Township of Delran 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 agreements(s) with the Township of Delran and that the Township of Delran at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____