

City of Trenton
319 East State Street, Trenton, New Jersey

**REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS
THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A.
19:44A-20.4 ET SEQ.**

FOR

**BROKER INSURANCE SERVICES
FOR A PERIOD OF ONE (1) YEAR
WITH THE OPTION TO EXTEND TWO (2) ADDITIONAL ONE (1) YEAR
EXTENSIONS**

FOR THE

CITY OF TRENTON

DEPARTMENT OF ADMINISTRATION

To be received on:



July 17, 2026, AT 11:00AM

DIVISION OF PURCHASING

CC2026-08

PROPOSAL CHECK LIST
(REQUIRED WITH SUBMISSION OF PROPOSAL)

The following checklist is provided as assistance to the development of the proposal Response. It in no way supersedes or replaces the requirements of the proposal. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your proposal.

Must Read and Initial

- A. CITY OF TRENTON ACKNOWLEDGMENT OF RECEIPT OF ADDENDA **(Mandatory)**
- B. STATEMENT OF OWNERSHIP DISCLOSURE **(Mandatory)**
- C. NON-COLLUSION AFFIDAVIT **(Mandatory)**
- D. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE EXHIBIT A
(Mandatory)
- E. AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE **(Mandatory)**
- F. AMERICANS WITH DISABILITIES ACT OF 1990 **(Mandatory)**
- G. CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS - **REQUIRED**
- H. POLITICAL CONTRIBUTION DISCLOSURE FORM - **REQUIRED**
- I. DISCLOSURE INVESTED ACTIVITIES IN IRAN **(Prior to award)**
- J. PROHIBITED INVESTED ACTIVITIES IN RUSSIA AND BELARUS **(Prior to award)**
- K. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE **(Required Prior to Award)**
- L. LICENSING/CERTIFICATIONS REQUIRED WITH PROPOSAL SUBMITTAL
- M. THREE (3) REFERENCES REQUIRED WITH PROPOSAL SUBMITTAL
- N. ETHICS COMPLAINT DISCLOSURE
- O. CITY OF TRENTON RESIDENT EMPLOYMENT POLICY

PAGES MUST BE ONE-SIDED – DO NOT BIND, BIDDERS DO NOT CHANGE ANY FORMS

Proposers may visit the City of Trenton's Procurement Website prior to submitting your sealed proposal for any changes, addendums and cancellations please visit www.trentonnj.org/bids.

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NON-COLLUSION AFFIDAVIT
REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS
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- Licensing/Certifications
- Three (3) References Required
- Instructions for Proposers
- City of Trenton Resident Employment Policy
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- Specifications
- Proposal Form

PAGES MUST BE ONE-SIDED – DO NOT BIND

Please submit one (1) original signed copy and three (3) additional copies

Proposers may visit the City of Trenton's Procurement Website prior to submitting their sealed proposal for any changes, addendums and cancellations.

NOTICE OF REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS

CC2026-08

The City of Trenton is soliciting request for competitive contracting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for:

BROKER INSURANCE SERVICES FOR THE DEPARTMENT OF ADMINISTRATION

PROPOSERS MAY LOG ON TO A VIRTUAL PROPOSAL OPENING ON JULY 17, 2026, AT 11:00AM TO:

<https://www.zoomgov.com/j/1657888513?pwd=FU4hsWfOtKbgeBO4Hgc9luUAR4ZLv1.1>

The City of Trenton requires submission of sealed proposals by **July 17, 2026, AT 11:00AM** to Isabel C. Garcia, QPA, Purchasing Agent, in City Hall Annex, Division of Purchasing, 1st floor, 319 East State Street, Trenton, New Jersey, 08608.

Scope of Services, Requirements, Evaluation Criteria, and other proposal information may be obtained from the City of Trenton's Procurement Website at www.trentonnj.org/bids.

Prospective Proposers may visit the City of Trenton's Purchasing website for any addenda/notices or cancellations issued prior to the request for proposal opening date and time at www.trentonnj.org/bids.

Questions **must** be submitted in writing to igarcia@trentonnj.org by **July 6, 2026**. No questions shall be answered after the deadline date.

Pursuant to LFN2026-01, legal advertisements are posted on the City's Procurement Website at www.trentonnj.org/bids.

Proposers shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.)

City of Trenton - 609-989-3139
Isabel C. Garcia, QPA, Purchasing Agent



REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON

An e-notification and/or text message will be sent to all vendors currently registered with the City of Trenton, directing them to bidding opportunities, notices, cancellations, postponements, bid results, awarded contract information and addendums on the City of Trenton Division of Purchasing website. It is highly recommended that interested Respondents register on the City of Trenton's Purchasing website.

REGISTER AT:

<https://nj-trenton.civicplus.com/list.aspx>

SUBSCRIBE & UNSUBSCRIBE

1. You can SUBSCRIBE or UNSUBSCRIBE to any of the E-Mailing Lists displayed below.
2. Type your email address in the box and select Sign In.
3. If you want to receive text messages enter your phone number and select Save.
4. To subscribe or unsubscribe click  and/or  next to the lists to which you wish to subscribe/unsubscribe.
5. Please remember to set your spam blocker to allow mail from listserv@civicplus.com.

**CITY OF TRENTON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
(MANDATORY)**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

_____ **(ICG)**

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

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)
(MANDATORY)

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	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	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 **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of municipality) (name of affiant)

in the County of _____ and State of _____
_____ 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
(title of bid proposal)
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
_____ relies upon the truth of the statements
contained in said Proposal
(name of contracting unit)
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 _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____
(Seal)

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunities shall include, but not be limited to the following: employment, up-grading, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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; or

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Date:

Signature: _____

Company: _____

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of the approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposal's threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

The following questions must be answered by all Proposers:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES _____ NO

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES _____ NO

If yes, please submit a copy of such a certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

DATE: _____

COMPANY _____

SIGNATURE: _

TITLE: _____

Note: A contractor's proposal **must** be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereto, 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 grievance procedure, the CONTRACTOR agrees to a proposal 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 proceedings 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.

DATE: _____
_____ COMPANY NAME

SIGNATURE: _____

STANDARD BID DOCUMENT REFERENCE

Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
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Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type)
 Limited Liability Company (LLC)
 Partnership
 Limited Partnership
 Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> 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 <type of contracting unit> , permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
--------------------------	---

Name of Individual or Organization	
---	--

Physical Address	
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OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
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Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
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Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
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Physical Address	
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OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
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Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Physical Address

****Add additional sheets if necessary****

OR



The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)



Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV

Physical Address

Add additional Sheets if necessary

OR



No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

STANDARD BID DOCUMENT REFERENCE

Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey 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").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

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

Full Name (Print)		Title	
Signature		Date	



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

_____ Signature of Vendor's Authorized Representative	_____ Date
_____ Print Name and Title of Vendor's Authorized Representative	_____ Vendor's FEIN
_____ Vendor's Name	_____ Vendor's Phone Number
_____ Vendor's Address (Street Address)	_____ Vendor's Fax Number
_____ Vendor's Address (City/State/Zip Code)	_____ Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**PROVIDE THREE (3) REFERENCES
(REQUIRED)**

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
DESCRIPTION OF WORK: _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
DESCRIPTION OF WORK: _____
DESCRIPTION OF WORK: _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
DESCRIPTION OF WORK: _____

INSTRUCTIONS TO RESPONDENTS

I. SUBMISSION OF PROPOSALS

A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed proposals pursuant to the Notice to Respondents.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Respondents, and at such time and place will be publicly opened and read aloud.

C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the proponent written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being proposal.

D. It is the proponent's responsibility to see that proposals are presented to the OWNER at the hour and at the designated place. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

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

F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained measures or alterations, items not called for in the proposal form, attachment of additive information not required by specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strikeouts, etc. on the proposal page must be initiated in ink by the person responsible for signing the proposal.

G. Each proposal form must give the full business address of the Proponent and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative,

followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Respondents must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be set, including any charges for packing, creating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for returning freight charges.

II. INTERPRETATION AND ADDENDA – MANDATORY IF APPLICABLE

A. The Respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The Proponent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondent should be promptly reported in writing to the appropriate official. In the event the Proponent fails to notify the OWNER of such ambiguities, errors or omissions, the Proponent shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any Proponent. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the proposal. In order to be given consideration and timely issuance of addenda, if any, for all proposals other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the proposals Saturdays, Sundays, and holidays excepted; and for construction work proposals, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all

prospective Respondents, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the Proponent in the proposal. The OWNER'S interpretations or corrections thereof shall be final.

D. DISCREPANCIES IN PROPOSALS

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks **are not** considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

III. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this proposal are to acquaint Respondents with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the Proponent on a separate sheet and submitted with the proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the Proponent, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the Proponent to demonstrate the equivalency of items(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its proposal, the Proponent certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful Proponent shall, at its own expense, defend all actions or suits charging such infringement, and will save the OWNER harmless from any damage resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

IV. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the Proponent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.

2. GENERAL LIABILITY INSURANCE

This insurance company should have limits of not less than \$1,000,000, combined single limit and \$2,000,000 aggregate and shall be maintained in force during the life of this contract by the Proponent.

3. AUTOMOBILE LIABILITY INSURANCE

This insurance covering Proponent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the Proponent.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured with a 30-day cancellation clause.

C. INDEMNIFICATION

Successful Proponent will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the Proponent, the Proponent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

V. PREPARATION OF PROPOSALS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item proposal to cover its requirements; however, experience shows that the amount ordered may be different than that submitted for proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful Proponent shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall include this cost in the proposal price agreement.

VI. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION - MANDATORY

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. CONSTRUCTION CONTRACTS (NOT APPLICABLE)

All successful contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the threshold of the proposal.

B. AMERICANS WITH DISABILITIES ACT OF 1990 - MANDATORY

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful Proponent is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful Proponent is obligated to comply with the Act and to hold the OWNER harmless.

C. PREVAILING WAGE ACT (NOT APPLICABLE)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful Respondent on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. STATEMENT OF OWNERSHIP DISCLOSURE - MANDATORY

Chapter 33 of the Public Laws of 1977 provides no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten % (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten% (10) percent or greater interest therein.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

For a publicly traded direct or indirect parent entity:

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 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.

E. THE NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. NON-COLLUSION AFFIDAVIT - MANDATORY

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

G. PROPOSAL DOCUMENT CHECKLIST

Pursuant to NJSA 40A:11-23.1, the proposal document checklist must be completed and submitted with your proposal.

H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT (NOT APPLICABLE)

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), no contractor shall proposal on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a proposal for the contract unless the subcontractor is registered. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their proposal. Failure to submit the certificate may be cause for rejection of the proposal. Each contractor shall, after the proposal is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the proposal.

I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Trenton ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

J. CONFLICT OF INTEREST

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

VII. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work based on the Base Proposal, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made based on Base Proposals only, it will be made to that responsible Proponent whose Base Proposal, therefore, is the lowest. If the award is to be made based on a combination of a Base Proposal with Options, it will be made to that responsible Proponent whose net proposal on such combination is the lowest.

D. The OWNER may also elect to award the work based on line items or unit prices.

E. The successful Proponent will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the Proponent's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the Proponent's business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all proposals within the time as may be specified, but in no case more than 60 days, except that the proposals of any Respondent who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may award the work as a whole or in part whichever is most advantageous to the OWNER.

VIII. REJECTION OF PROPOSALS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

B. MULTIPLE PROPOSALS NOT ALLOWED

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. UNBALANCED PROPOSALS

Proposals which are obviously unbalanced may be rejected.

D. UNSATISFACTORY PAST PERFORMANCE

Proposals received from Respondent who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. FAILURE TO ENTER CONTRACT

Should the Proponent, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the proposal of the next lowest responsible Proponent.

F. The lowest proposal substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

I. The purposes or provisions or both of P.L. 1971, c.198 (D.40A:11-1 et seq) are being violated;

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971, c.198(C.40A:11-12).

IX. TERMINATION OF CONTRACT

A. If, through any cause, the successful Proponent shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful Proponent, the OWNER may procure the articles or services from other sources and hold the successful Proponent responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

X. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services; the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

RECORDS FOR THE NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A.52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the City are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L.2012, C.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

FINANCIAL STATEMENTS Pursuant to N.J.S.A:11-13(f) (NOT APPLICABLE)

Pursuant to N.J.S.A:11-13(f) No Financial Statement shall be required of vendors if either a guarantee, by the certified check, cashier's check, or bid bond, or surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

N.J.A.S.40A:11-13(e)CHALLENGES

Any prospective bidder who wishes to challenge a bid/proposal specification/scope of services shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract.

CITY OF TRENTON

ETHICS COMPLAINT DISCLOSURE

I affirm that neither I nor other members of my firm have any prior or pending ethic complaints.

SIGNATURE

DATE

OR

I am disclosing the following prior or pending ethic complaints against me or my firm

Listing:

SIGNATURE

DATE

THIS STATEMENT MUST BE INCLUDED WITH THE REPOSE TO THE REQUEST FOR PROPOSAL SOLICITATION

Subscribed and sworn before me _____
this ____ day of _____, 20__ (Affiant)

(Notary Public)

(Print Name & Title
Affiant)

My Commission expires: (Corporate Seal)

CITY OF TRENTON RESIDENT EMPLOYMENT POLICY

In order for the City of Trenton to keep accurate reporting of community involvement and support in local development projects, the following is required by City of Trenton Ordinance 14-43 to be completed by each Contractor and Sub-Contractor.

NAME OF BUSINESS _____

CONTACT PERSON _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ FAX _____ E-MAIL _____

1. Number of Trenton residents hired as well as the number of Trenton residents currently employed on this project _____

2. The number of training positions, if any, and the number of positions that will be filled by Trenton residents. _____

3. The necessary level of job skills required of Trenton residents to plan and implement the work to be done on the job. _____

4. Please describe all "good faith" efforts to hire Trenton residents (e.g. copies of hiring ads, list of residents who applied for positions, letters informing community groups of job opportunities) _____

CONTRACT AWARD

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

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

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

AUTHORIZED SIGNATURE

**SCOPE OF SERVICES
FOR
INSURANCE BROKER SERVICES
FOR THE DEPARTMENT OF ADMINISTRATION
FOR A PERIOD OF ONE (1) YEAR PERIOD FROM DATE OF AWARD
WITH AN OPTION TO EXTEND TWO (2) ONE (1) YEAR OPTIONS**

INSTRUCTIONS AND STATUTORY REQUIREMENTS

PROPOSAL INTENT

It is the intent of the City of Trenton, County of Mercer, State of New Jersey to solicit sealed Competitive Contracting Request for Proposals (CCRFP) through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. from firms /individuals that can demonstrate their qualifications in the expertise and capabilities to perform these services as an Insurance Broker. This contract shall be awarded for a period of one (1) year from the date of the award; with an option to extend two (2) additional one (1) year extensions contingent upon the temporary/final adoption of the CY'2027, CY'2028 and CY'2029 budget.

I. SUBMISSION OF PROPOSALS

A. Sealed proposals shall be received by the City of Trenton, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of the scope of services.

B. Proposal Submittal Instructions

Provide one (1) full original proposal package with original signature, labeled "**Original**," and five (5) identical additional copies of the full proposal package in a sealed envelope. Proposals **must** be clearly identified on the outside of the sealed envelope with the firm's name, address, proposal number **#CC2026-08**, opening date **JULY 17, 2026, AT 11:00AM** and "**BROKER INSURANCE SERVICES FOR THE DEPARTMENT OF ADMINISTRATION**".

C. It is the Proposer's responsibility that proposals are presented to the owner at the date and time and at the place designated. Proposals may be hand delivered or mailed; however, the owner disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.

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

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

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

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

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

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

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

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

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

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

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

II. INTERPRETATION AND ADDENDA

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

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

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

Acknowledgement of Addenda

If changes are made to the Competitive Contracting Request for Proposal, an Addendum will be advertised in the Trenton Times and on the City's Purchasing Website at www.trentonnj.org/bids

Proposers shall visit the City of Trenton's Purchasing Website for any addenda/notices or cancellations issued prior to the request for proposal opening date and time at www.trentonnj.org/bids Proposer must submit acknowledgement of addenda with their sealed proposal at the time and date of the required submission. **Failure to submit acknowledgement of addenda; proposal shall be considered a fatal flaw.**

D. Discrepancies in Proposals

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

III. INSURANCE AND INDEMNIFICATION

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

IV. PRICING INFORMATION FOR PREPARATION OF PROPOSALS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

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

V. QUESTIONS

Questions **must** be requested in writing to igarcia@trentonnj.org. Deadline date for questions is **July 6, 2026**. The City of Trenton is not required to answer any questions after the deadline date.

VI. COST OF PROPOSAL PREPARATION

Each proposal and all information required to be submitted pursuant to the Request for Proposal shall be prepared at the sole cost and expense of the Proposers. There shall be no claims whatsoever against the City, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the proposal or other information required by the Request for Proposal.

VII. METHOD OF CONTRACT AWARD

Responses should cover all information requested in the Document Submission Checklist including the Specification Section.

Responses which in the judgment of the city fail to meet the requirements of the Request for Proposal or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or errors may be rejected.

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

PROPOSAL EVALUATION CRITERIA

The City Evaluation Committee will evaluate the proposals based on the following criteria:

- | | |
|--|-------------------|
| 1. Proposers understand the needs of City of Trenton | <u>30%</u> |
| 2. Experience and Qualifications of Individual(s) or Team identified to provide service. | <u>25%</u> |
| 3. Proposers' overall company history and experience with similar services requested. | <u>20%</u> |
| 4. Agreement to Pricing Model. | <u>25%</u> |

Each criterion will be weighed by the extent to which the requirements are met, and the resultant scores totaled, with 100 being the highest possible score.

The Committee will prepare a report listing the names of all Proposers who submitted proposals, summarizing each proposal, ranking Proposers in order of evaluation, and recommending the selection of a Proposers, indicating the reasons why the Proposers was selected and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the contract.

A contract shall be awarded pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C 5:34-4.1 et seq. (Competitive Contracting Law and Regulations).

SCOPE OF SERVICES SUBMISSION REQUIREMENTS

The City of Trenton is currently self – insured for Workers Compensation and Employers Liability, General Liability Coverage, Motor Vehicle and Equipment Liability, and Property Damage (including Building and Contents, Boiler and Machinery Damage and Automobile Physical Damage).

As part of the City of Trenton's insurance plan, a Broker shall be appointed by the City and must be in compliance with Ordinance#18-12 and the requirements therein.

It is the intent of the City to solicit sealed Competitive Contracting Request for Proposals from Proposers that have expertise in the provision of Brokerage Services.

Firms and/or people responding to this Request for Proposal shall be able to demonstrate that they will have the continuing capabilities to perform these services, which minimizes spending while maximizing the reduction of the negative effects of risks.

I. GENERAL REQUIREMENTS.

The proposal submitted by the Proposers must meet or exceed the professional, administrative and financial qualifications set forth in this Section and shall incorporate the information requested.

In addition to the information requested as described below, a Proposers may submit supplemental information that it feels may be useful in evaluating its proposal. Proposers are encouraged to be clear, factual, and concise in their presentation of information.

II. ADMINISTRATIVE INFORMATION REQUIREMENTS.

The Proposers shall, as part of its proposal, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the proposal.
3. Contact information includes name, address and telephone number of the firm or firms submitting the proposal pursuant to this RFP, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership, and its organizational structure.
 - (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Qualification Statement. For purposes of this Request for Proposal, "Principals" means person(s) possessing an ownership interest in the Proposers. If the Proposers is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Proposers and every stockholder having an ownership interest of 10% or more in the firm.
 - (b) If a firm is a partially owned or a fully owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal. Describe the approval process.
 - (c) If the Proposers is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
5. The number of years your organization has been in business under the present name.
6. The number of years the business organization has been under the current management.

7. A statement that the Proposers is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
8. Any judgments, within the last three (3) years in which Proposers have been adjudicated liable for professional malpractice. If yes, please explain.
9. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
10. Confirm appropriate federal and state licenses to perform activities.
11. An executed copy of the RFP Document Submission Checklist of necessary document submission required at the proposal reception date and items prior to entering a contract.

IV. PROFESSIONAL INFORMATION REQUIREMENTS

- A.** Proposers shall submit a description of their overall experience in providing the type of services sought in the Request for Proposal. At a minimum, the following information on experience should be included as appropriate to the RFP.
- B.** Include the Name, address and contact information of references. At minimum the Qualified Proposers must demonstrate that they have performed Risk Management and Property Casualty Brokerage services for a minimum of 10 years. Further, Qualified Proposers must demonstrate that such services have been performed for a minimum of five years for at least three Municipalities or City Public Entities in New Jersey with populations of at least 85,000 residents.

C. DESCRIPTION AND SCOPE OF SERVICES BY PROPOSERS SHALL INCLUDE:

- Assist the City in identifying its insurable property and casualty exposures and recommend professional methods to reduce, assume or transfer risk or loss.
- Assist the City in understanding the various coverage's available from your Joint Insurance Fund or other competitive alternatives that may be appropriate for the City.
- Review with the City ways in which the City may reduce its costs related to insurance.
- Review the City's assessment as prepared by the Fund, TPA or Insurance Company and assist the City in the preparation of its annual insurance budget.
- Following up with the Fund, TPA or Insurance Company for timely issuance of Policies and Endorsement and reviewing same for accuracy and conformity to specifications.
- Providing coverage summaries to the city for all new coverages and updates on changes to existing coverages.
- Assist the City of Trenton in the preparation of applications, statements of value, and similar documents requested by the Fund or Insurance Company.
- Review Certificates of Insurance from contractors, vendors and professionals when requested by the City.
- Review loss and engineering reports and assist the City's Safety Committee and Insurance Commission. Attend and participate in all Safety Committee and Insurance Commission meetings and support their efforts to promote the City's safety and loss containment objectives.
- Review the loss and engineering reports and generally assist the City's Safety Committee in its loss containment objectives. Attend and participate in the Safety Committee to promote the safety objectives and goals of the City and Fund or Insurance Company.
- Monitor claims for timely resolution and assist the city where needed in the settlement of claims.

- Attending regular, special and emergency meetings that the city deems necessary.
- Perform any other risk management related services required by the City, Fund or Insurance Company

D. Explanation of perceived relevance of experience to the CCRFP.

E. Describe those portions of the Proposers' services, if any, that are sub-contracted out.

F. Resumes of key employees that will be designated to work with the city.

G. A narrative statement of the Proposers' understanding of the City's needs and goals.

H. List all immediate relatives of Principal(s) of Proposers who are City employees or elected officials of the city. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

PROPERTY INSURANCE INFORMATION

The City of Trenton, County of Mercer, the Capital of the State of New Jersey, is a municipality of about **91,696** residents. Approximately **1,300** employees at more than 50 locations throughout the City serve the diverse needs of the residents, businesses, and government entities located within our borders.

II. CITY'S 5-YEAR LOSS HISTORY

PROPERTY INSURANCE

- (1) 2014; (see loss runs attached)
- (2) 2015; (see loss runs attached)
- (3) 2016; (see loss runs attached)
- (4) 2017 (see loss runs attached)
- (5) 2018; (see loss runs attached)

FINE ARTS

No losses during the last five (5) years

BOILER AND MACHINERY

No Losses during the last five (5) years

ELECTRONIC DATA PROCESSING

No losses during the last five (5) years

AUTOMOBILE PHYSICAL DAMAGE TERMINAL COVERAGE

No losses during the last five (5) years

- A. Provide a premium quotation for property coverage for "ALL RISK," including flood and earthquake as customarily provided under the approved New Jersey Special Form, including the following extension of coverage:

(i) Loss Limit (per occurrence)

<u>Building and Contents</u>	\$198,002,308
<u>Valuable Papers and Records</u>	500,000
<u>Extra Expense</u>	5,100,000
Vacant Bldg. Coverage	950,000
Mobile Equipment Limit	600,455
Flood & Earthquake (\$5,000,000 per occurrence/annual aggregate. \$50,000 deductible. Waiting period 48 hours.	

- B. **BOILER AND MACHINERY** – Comprehensive Blanket group
Coverage for all boilers, fired and unfired, pressure vessels, turbine objects, production machines and miscellaneous electrical apparatus.

Limit: (per occurrence):

10,000.00	Direct Property Damage
10,000.00	Deductible per occurrence
100,000.00	Extra Expense per location
100,000.00	Cost Incurred Water Damage
100,000.00	Cost Incurred Ammonia contamination.
100,000.00	Cost Incurred Expediting Expenses

Locations: The attached statement of values reflects the list of locations to be included in your proposal.

- C. **EDP Related Equipment:** Coverage for all Electronic Data Processing and Media Equipment are located at various City locations.

Special Coverage:

Include mechanical failure, electrical disturbance, media failure and temperature extremes. Replacement cost for equipment; actual loss sustained for business interruption and extra expenses: \$4,000 per day. Special causes of loss are deductible: Extinguisher Recharge, Coinsurance Removal, Debris Removal and Water Damage.

Schedule of covered equipment and media is attached.

- D. **Fine Arts** Commercial Inland Marine Floater
Policy providing coverage of various items belonging to the City and in the City's care, custody and control.

Limits: \$4,000,000 limit \$10,000.00 deductible Items
in Ellarslie Museum
Various exhibit locations within the policy territory
While in transit or otherwise within the policy limits
Muriel – in Chambers
Ceiling Glass in Administration

E. Automobile Physical Damage Terminal Coverage

Limits:

\$1,500,000 per occurrence

10,000 Deductible

Schedule of locations is attached.

F. **Crime - \$100,000 Employee Dishonesty Limit
\$ 500 deductible (per occurrence)**

G. Coverage must include training and loss control programs to assure the City's regulatory compliance with PEOSHA, and other mandated State and Federal work related Occupational and Safety Programs. Coverage must include loss control services in the areas of, but not limited to: Compliance Audits, Hazard Communication, PPE and Respiratory Protection programs, Right to Know Compliance, Lock-Out-Tag Out and Supervisory Training. Coverage must provide and acknowledge ability to conduct 20-25 training programs in the above-mentioned areas.

H. In addition, please provide optional proposals for the above specifications with the exceptions:

(i) \$90,000,000 limit with a \$5,000 and with a 10,000 deductible

(ii) \$50,000,000 limit with a \$5,000 and with a 10,000 deductible

I. Premium Determination: The proposals must clearly show all the amounts of insurance, including any separate limits or sub-limits.

J. The proposal shall provide proof of the Agent's Errors and Omissions Insurance with at least a \$5 million limit. The Insurer must be acceptable to the City of Trenton. Please provide the following information:

1) Full name of Company

2) Rating according to the latest edition of Best's Key Rating Guide

SELF-INSURED COMPREHENSIVE GENERAL LIABILITY / EXCESS PROGRAM

INFORMATION

The City of Trenton, the Capital of the State of New Jersey, is a Municipality of about **91,696** residents. Approximately, **1,300** employees at More than **50** locations throughout the City serve the diverse needs of the residents, businesses, and government entities located within our borders.

Provide a premium quotation for Broad Form Comprehensive General Liability Insurance to include but not limited to: Workers Compensation, Auto Liability, General or Public Liability and Police Professional Liability Insurance with a limit of \$15,000,000 / \$ 20,000,000 excess reinsurance over a \$500,000 Self-Insured Retention (S.I.R.). Also, present an additional premium quotation one with a limit of \$10,000,000 / \$ 18,000,000 excess reinsurance over a \$500,000 Self Insured Retention. Automobile liability coverage to be in compliance with all basic Personal Injury Protection Insurance requirements for any vehicle eligible for this coverage.

**PROPOSAL FORM
VENDOR MUST COMPLETE**

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

FLAT FEE FOR BROKER INSURANCE SERVICES YEAR ONE (1) \$ _____

OPTION TO EXTEND

FLAT FEE FOR BROKER INSURANCE SERVICES YEAR TWO (2) \$ _____

OPTION TO EXTEND

FLAT FEE FOR BROKER INSURANCE SERVICES YEAR THREE (3) \$ _____

REPRESENTATIVE'S SIGNATURE

(Corporation)
The undersigned is a (Partnership) under the laws of the State of
(Individual)

_____ having its principal office at

_____.

Company Name

Federal I.D.# or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Telephone Number

Date

Fax Number

Email Address

QUESTIONS

Questions **must** be submitted in writing to igarcia@trentonnj.org. Deadline date for questions is **July 6, 2026**. No questions shall be answered after the deadline date.

ACKNOWLEDGEMENT OF ADDENDA

If changes are made to the Request for Proposal, an Addendum will be advertised in the Trenton Times and on the City's Purchasing Website in Bidding Opportunities at www.trentonnj.org/bids

Proposer shall visit the City of Trenton's Purchasing website for any addenda/notices issued prior to the request for bid opening date and time at www.trentonnj.org/bids

BID SUBMITTAL INSTRUCTIONS

Proposer shall provide one (1) copy of original proposal (**with original signature**), labeled "**Original**," and five (5) identical additional copies of the full proposal package in a sealed envelope. Proposal **must** be clearly identified on the outside of the sealed envelope with the firm's name, "**CC2026-08**" and "**BROKER INSURANCE SERVICES FOR THE DEPARTMENT OF ADMINISTRATION**"

The Sealed bids **must** be submitted to Ms. Isabel Garcia, QPA, Purchasing Agent, City of Trenton, City Hall, 319 East State Street, Trenton, Division of Purchasing, 1st floor NJ 08608 on or before **JULY 17, 2026, PRIOR TO 11:00AM**. The City of Trenton will not assume responsibility for any bids received after the required due date.

Proposers are required to complete, sign (**original signature**), date, and notarize (**as required**) all forms in the Request for Proposal.

N.J.A.S.40A:11-13(e)

Any prospective proposer who wishes to challenge a bid specification/scope of services shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract.

ORDINANCE

No. 18-12
Date to Mayor MAR 15 2018
Date Returned MAR 21 2018
Date Resubmitted to Council _____

1st Reading MAR 01 2018
Public Hearing MAR 15 2018
2nd Reading & Passage MAR 15 2018
Withdrawn _____ Lost _____

Approved as to Form and Legality


WALTER D. DENSON, CITY ATTORNEY

Factual content certified by


TERRY K. MCEWEN, BUSINESS ADMINISTRATOR

Councilman /woman Jachery A. Chest presents the following Ordinance:

ORDINANCE FOR THE CITY OF TRENTON, COUNTY OF MERCER, STATE OF NEW JERSEY FOR BEST PRICE INSURANCE CONTRACTING

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., provides that the purchase of insurance including health, property and casualty and workers compensation insurance, and insurance consulting services, are not subject to the bidding requirements of that law, N.J.S.A. 40A:11-5(m); and

WHEREAS, the governing body of the City of Trenton finds that open competition for its insurance and insurance consulting business will ensure that the lowest available pricing for its insurance needs can be obtained; and

WHEREAS, the Local Public Contracts Law authorizes local contracting units to require the use of competitive contracting practices to procure specified goods and services otherwise exempt from bidding by virtue of N.J.S.A. 40A:11-5; and

WHEREAS, the governing body of the City of Trenton finds that requiring its insurance consultants be compensated solely by the City of Trenton and not by commissions or fees, direct or indirect, paid by insurance carriers or other organizations providing insurance alternatives, and prohibiting any third party from paying any commission or fee to such consultants for securing business with the City of Trenton will ensure the fidelity and loyalty of such consultants to the City of Trenton and eliminate or reduce conflicting loyalties such consultants might otherwise have to any third parties;

NOW, THEREFORE, BE IT ORDAINED by the governing body of the City of Trenton as follows:

1. For purposes of this Ordinance, the term "insurance" shall include the purchase of insurance coverages, alternatives to insurance such as self-insurance programs, as well as participation in a joint self-insurance fund, risk management program or related services provided by a contracting unit insurance group, or participation in an insurance fund established by a local unit pursuant to N.J.S.A. 40A:10-6, or a joint insurance fund established pursuant to N.J.S.A. 40A:10-36 et seq. The term "insurance consulting services" shall include all services associated with procuring, evaluating and administering insurance, including but not limited to brokerage, risk management or administrative services, and claims processing or administration services, including such services provided by a contracting unit insurance group, or an insurance fund established by a local unit pursuant to N.J.S.A. 40A:10-6, or a joint insurance fund established pursuant to N.J.S.A. 40A:10-36, et seq.

ORDINANCE

2. Prior to entering into any contract to obtain insurance or insurance consulting services, the City shall secure full and open competition among insurers, and insurance consulting service providers, for the City's business. The City is hereby authorized, and directed, to use the competitive contracting process set forth in N.J.S.A. 40A:11-4.3, -4.4 and -4.5 to secure such competition, except to the extent this Ordinance requires additional measures to better ensure maximum competition and fairness to all interested parties.

3. This open competition shall provide that at least 60, but not more than 120 days prior to the contract commencement date, the City shall advertise in the newspapers authorized to print legal notices for the Municipality, and in a newspaper circulated in at least 5 counties in the State, and on the City's website, a "Request for Proposals" to provide insurance and insurance consulting services. The notice shall advise the reader that details of the City's insurance requirement are available from the Municipal Clerk on request and shall include the phone number of the Clerk.

4. The request for proposals shall be designed and drafted by the Business Administrator shall set forth such detailed information as may be required for all proposers to understand and possess equal information concerning the City's insurance or insurance consulting services needs, including the current terms of, and fees or premiums paid for, such coverages or services, current coverages, loss experience and anticipated or desirable needs with respect to the relevant coverages or services sought. All request for proposal information, including claims, expense and loss data, shall be made available to all proposers in both written and electronic format.

5. Responses to the request for proposal shall be submitted to the City at least 30 days prior to the anticipated commencement of the contract.

6. At no time during the proposal solicitation process shall any official or employee of the City or any officer, employee or representative of any provider of insurance consulting services to the City convey information, including price, to any potential proposer which could confer an unfair advantage upon that proposer over any other potential proposer.

7. A provider of insurance consulting services to the City shall be compensated for its services to or on behalf of the City solely by the City. Compensation shall be set on a fixed fee or hourly basis, or on such other common and readily comparable basis applicable to all proposers and set forth in the request for proposal documents, provided that compensation shall not be determined as a percentage of premium costs.

8. No provider of insurance or of insurance consulting services to the City shall pay to any insurance consulting service provider to the City or to any other third party, any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, in consideration of obtaining the City's insurance or insurance consulting business.

ORDINANCE

9. No provider of insurance consulting services to the City shall accept any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, from any provider of insurance, other insurance service provider, or any other third party, in consideration of obtaining or servicing the City's insurance or insurance consulting business.

10. Any person or entity proposing to provide insurance or insurance consulting services to the City shall certify in its proposal that it shall neither pay nor accept any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, in consideration of obtaining or servicing the City's insurance or insurance consulting business from any party other than the City

11. Any person or entity selected to provide insurance or insurance consulting services to the City shall certify at least annually and prior to any renewal of its contract, that it has not paid nor accepted any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, in consideration of obtaining or servicing the City's insurance or insurance consulting business from any party other than the City.

12. Any provider of insurance consulting service that assists the City in soliciting, evaluating, or selecting any provider of insurance or other insurance consulting services to the City shall disclose to the City the aggregate compensation, including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, it has received in each of the prior three years from each provider of insurance or insurance consulting services solicited or evaluated by the City. Such disclosure shall be made as soon as practicable, but in no event later than the date of the evaluation report recommending an award by the governing body.

13. The request for proposals for any insurance or insurance consulting services for the City shall clearly establish the compensation restrictions and the certification and disclosure requirements established by this Ordinance as mandatory, non-waivable terms, the violation of which shall be grounds for (i) terminating any contract resulting therefrom, and (ii) requiring the insurer or insurance service provider to disgorge to the public entity any compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, paid or received in violation of this Ordinance, and a commensurate reduction in premiums to be paid by the public entity for the affected coverage(s) in the future.

ORDINANCE

14. Whenever soliciting quotations for insurance coverage, the Business Administrator shall obtain at least three quotations and shall submit the request for proposals to at least one joint insurance fund, and with respect to health insurance, to the State Health Benefits Plan, at the same time it is published, and shall determine if the SHBP and/or joint insurance fund can provide the same or similar coverages. The evaluation report shall include an analysis and discussion of the availability, terms and price of comparable coverage from such joint insurance fund and the SHBP as part of its award recommendation.

	INTRODUCTION				ADOPTION					INTRODUCTION				ADOPTION					INTRODUCTION				ADOPTION			
	AYE	NAY	NV	AB	AYE	NAY	NV	AB		AYE	NAY	NV	AB	AYE	NAY	NV	AB		AYE	NAY	NV	AB	AYE	NAY	NV	AB
BETHEA	✓			✓					HOLLY WARD	✓			✓					CHESTER	✓			✓				
CALDWELL WILSON	✓			✓					MUSCHAL	✓			✓													
HARRISON	✓			✓					REYNOLDS JACKSON																	

NV - NO VOTE AB - ABSENT

MAR 01 2018

Adopted on first reading at a meeting of the City Council of the City of Trenton, NJ on _____

Adopted on second reading after the public hearing on **MAR 15 2018** _____

 Mayor
Rachony G. Chester
 President of Council

APPROVED
REJECTED

 Reconsidered by Council - Override Vote
 City Clerk

AYE
NAY