

2026-75

2027 PROFESSIONAL SERVICE RE-BID-INSURANCE CLAIMS AUDITOR

Issue Date: 10/27/2026

Questions Deadline: 11/4/2026 12:00 PM (ET)

Response Deadline: 11/10/2026 10:00 AM (ET)

Contact Information

Address: Division of Budget and Purchasing
2090 Greenwood Avenue
P.O. Box 00150
Hamilton, NJ 08650-0150

Event Information

Number:	2026-75
Title:	2027 PROFESSIONAL SERVICE RE-BID-INSURANCE CLAIMS AUDITOR
Type:	PROFESSIONAL SERVICES
Issue Date:	10/27/2026
Question Deadline:	11/4/2026 12:00 PM (ET)
Response Deadline:	11/10/2026 10:00 AM (ET)
Notes:	Notice is hereby given that sealed bids will be received at the date and time stamp listed above and will be available for review immediately thereafter for the following:

2027 PROFESSIONAL SERVICES RE-BID -INSURANCE CLAIMS AUDITOR SERVICES

The contracts shall be awarded either the first or second Counsel Meeting in January of 2027.

CONTRACT TERM 1/1/27 - 12/31/27

The Township of Hamilton solicits statements of qualifications for applications for appointment to the professional position listed within. Responses should address the general criteria and mandatory minimum criteria for the position sought. All responses will be treated as confidential, unless otherwise required by law.

Unless otherwise noted, as per N.J.S.A 40A:11-12, contracts for professional services shall be awarded for a period not to exceed 12 consecutive months and subject to the execution of an appropriate contract.

The Township of Hamilton, located in Mercer County, New Jersey, is a municipality of approximately 90,000 residents and 40 square miles. The Township is seeking persons and/or firms that can perform all the duties described throughout this Request for Qualifications and Proposal. This contract will be awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20.5 et seq.

Through a Request for Proposals process described herein, persons and/or firms interested in assisting the Township of Hamilton with the provision of such services must prepare and submit a proposal in accordance with the procedure and schedule in this RFP. The Township of Hamilton will review proposals only from those firms or individuals which include all information required to be included as described herein.

Please review RFP package for all forms that will be required with proposal submission for each professional position. The Township of Hamilton intends to award contracts to firms or individuals that possesses the professional, financial and administrative capabilities to provide the proposed services.

The contracts shall be awarded either the first or second Counsel Meeting in January of 2027.

THE BID OPENING CAN BE SEEN LIVE AT:
OPENING: https://www.youtube.com/channel/UCNsOLXWLfr0Wy7Ze8AqwTRw/live

Bid Attachments

Notice to Bidders-Re-bid.pdf — Download
NOTICE OF RE-BID

Insurance Claims Auditor RFP.pdf — View Online
SCOPE OF WORK

PROPOSAL PAGE.pdf — View Online
PROPOSAL PAGE

19873-0725-SBC-OA_POS$5$5$25ER.pdf — View Online
SUMMARY OF BENEFITS

19873-0725-SBC-OA_POS$5$10.pdf — View Online
SUMMARY OF BENEFITS

19873-0725-SBC-OA_POS$10.pdf — View Online
SUMMARY OF BENEFITS

19873-0725-SBC-OA_POS$15$20.pdf — View Online
SUMMARY OF BENEFITS

19873-0725-SBC-OA_POS$25$30.pdf — View Online
SUMMARY OF BENEFITS

19873-0725-SBC-POS90%Coinsurance.pdf — View Online
SUMMARY OF BENEFITS

Aggregate Report - 2025 Policy Year.xls — View Online
POLICY YEAR 2025 AGGREGATE REPORT

Eligibility Report - Summary.xls — View Online
ELIGIBILITY REPORT

2022 Stockholders Disclosure.pdf — View Online
Stockholders Disclosure Form

Addenda.pdf — View Online
Addenda

Fair and Open Professional Liability Insurance.pdf — View Online
Acknowledgment of Insurance Requirement

Affirmative Action Compliance Notice.pdf — View Online
Affirmative Action Compliance Notice

2023 -Iran Disclosure Form.pdf — View Online
2023 IRAN DISCLOSURE FORM

LPCL DisclosureofProhibitedActivitesinRussiaBelarus 2-27-24.pdf View Online

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

Non Collusion Affidavit.pdf View Online

Non Collusion Affidavit

Sample of Affirmative Action Certificate.pdf View Online

Sample of Affirmative Action Certificate

SAMPLES-NJ BRC (Business Registration Cert).pdf View Online

SAMPLES-NJ BRC (Business Registration Cert)

References.pdf View Online

References

w-9.pdf View Online

W-9

Requested Attachments

Proposal Sheet
(Attachment required)

Please download this form from the "Attachments" tab, fill out and upload your response proposal here. FAILURE TO SUBMIT MAY BE CAUSE FOR REJECTION OF BID/RFP

Proposal Response
(Attachment required)

Please upload your response to the Request for Proposal here. FAILURE TO SUBMIT MAY BE CAUSE FOR REJECTION OF BID/RFP

Statement of Ownership Disclosure
(Attachment required)

Please upload your completed, notarized document here.

Acknowledgement of Receipt of Addenda or Rivisions
(Attachment required)

Please download from the "Attachment" tab, fill out and upload. FAILURE TO DO SO IS MANDATORY CAUSE FOR REJECTION OF BID.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS
(Attachment required)

Please upload your completed document here with a copy of General Liability Certificate

Non-Collusion Affidavit
(Attachment required)

Please upload your completed, notarized document here.

New Jersey Business Registration Certificate
(Attachment required)

Please upload your NJ Business Registration Certificate here

Affirmative Action Compliance Notice
(Attachment required)

Please download from the "Attachment" tab, fill out and upload here. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID

Iran Disclosure
(Attachment required)

Please download this form from the Attachment Tab, complete and upload your completed document here. FAILURE TO DO SO IS MANDATORY CAUSE FOR REJECTION OF BID.

RUSSIA-BELARUS CERTIFICATION

(Attachment required)

PLEASE UPLOAD FULLY EXCUTATED FORM HERE

References

(Attachment required)

This form must be completed and submitted with your bid. A minimum of three (3) references of similar projects or contracts must be provided. List any government contracts first.

W-9

(Attachment required)

Please download the blank W-9 from the "Attachments" tab, complete the form and upload the completed form here.

Bid Attributes

1	**1-1 Specifications** Those desiring to submit an RFP will find included herewith specifications and proposal forms. The specifications are to be considered as and shall form a part of the Contract to be executed by the successful bidder. The time at which sealed bids will be opened publicly will be found in the published notice to bidders. ☐ Agree *(Required: Check if applicable)*
2	**1-2 Intent of Contract Documents** The intent of this RFP package is to provide the Township of Hamilton with quality products or services in a professional manner. It shall be understood that the bidder has satisfied himself as to the complete requirements of the Contract and has predicated his proposal upon such understanding. At the time of the opening of the sealed RFPs, each Bidder will be presumed to have read and to be thoroughly familiar with the Specifications, Bidders Instructions and documents referenced therein. The failure or omission of any Bidder to receive or examine any form, instrument or document, or to acquaint themselves with conditions existing, shall not relieve any Bidder from any obligation with respect to its submitted proposal. ☐ Agree *(Required: Check if applicable)*
3	**1-3 Materials** Unless otherwise indicated or directed, all materials are to be new, of the best quality for their respective categories, and of makes and sizes indicated or specified. **As per N.J.S.A 40A:11-18, American goods and products to be used where possible, that only manufactured and farm products of the United States, wherever available, are to be used in this project.** ☐ Agree *(Required: Check if applicable)*
4	**1-4 Exceptions** The Township of Hamilton may waive minor irregularities or omissions in a RFP proposal but may not waive material omissions or deviations from the RFP requirements. A proposal that is not responsive to all material requirements of the RFP specification shall be rejected. ☐ Agree *(Required: Check if applicable)*

5 **1-5 RFPs to be Submitted on Forms Provided**

RFPs must be submitted on the forms provided and attached to the specifications. All blank spaces on the RFP proposal forms, must be filled in no change shall be made in the phraseology of the proposal or of the items mentioned therein, unless noted as an exception. All information that is requested of the bidder in any part of these specifications shall be included with their proposal.

☐ Agree
(Required: Check if applicable)

6 **1-6 Submission of RFPs**

Each bidder shall submit their proposal prior to the time and date stamped above.

Once RFPs have been opened, they shall remain firm for a period of sixty (60) calendar days. RFPs containing any conditions, omissions, unexplained erasures or alterations, items not called for in the RFP proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township of Hamilton. Any changes, whiteouts, strikeouts, etc. in the RFP must be initiated in ink by the person signing the RFP.

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

- RFPs 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.
- RFPs 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.
- RFPs by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- Bids by limited liability companies shall be signed by a member authorized to do is in accordance with the Revised Uniform Limited Liability Company Act, N.J.S.A. 42:2C-1 et seq.

Bidder 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 bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

§ N.J.S.A. 2C:27-10 provides “A public servant commits a crime if, under color of office and in connection with any official act performed or to be performed by the public servant, the public servant directly or indirectly, knowingly solicits, accepts or agrees to accept any benefit, whether the benefit inures to the public servant or another person, to influence the performance of an official duty or to commit a violation of an official duty.”

- N.J.S.A. 2C:27-11 provides “A person commits a crime if the person offers, confers or agrees to confer any benefit, whether the benefit inures to the public servant or another person, to influence a public servant in the performance of an official duty or to commit a violation of an official duty.”
- Bidder should consult the statues or legal counsel for further information.

☐ Agree
(Required: Check if applicable)

7 **1-7 Award of Contract**

The contract will be awarded within sixty (60) days of the opening of the sealed RFPs, to the lowest responsible bidder or bidder(s)in accordance to N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34, ***as noted in specification,*** complying with the terms and conditions of the RFP Documents. The right is also reserved to increase or decrease the quantities specified in the manner designated in the Specifications, and to award any or all of the items specified and listed in the proposal.

☐ Agree
(Required: Check if applicable)

8 **1-8 Start Work**

Service shall commence, and/or goods delivered at the direction of the Township and upon receipt of a Township Purchase order. Any and all required paperwork must be completed, submitted and approved prior to the start of work.

☐ Agree
(Required: Check if applicable)

9 **1-9 Laws, Ordinances and Regulations**

The Contractor shall comply with all federal, state, county and municipal laws, ordinances and regulations in any manner affecting those persons engaged or employed in the work, or the materials used in the work, either with respect to hours or labor or otherwise, and all such orders or regulations of any official or agency having jurisdiction or authority over the same.

☐ Agree
(Required: Check if applicable)

10 **1-10 Payment**

No payment will be made unless duly authorized by the Township's authorized representative and accompanied by proper documentation. The Contractor shall deliver detailed invoices together with a signed Township voucher/purchase order. The Township of Hamilton will than make payment to the Contractor upon verification and approval thereof, authorized and processed twice per month in accordance with the "vendor check schedule".

☐ Agree
(Required: Check if applicable)

11 **1-11 Payment Withheld**

The Township of Hamilton may withhold payment as may be necessary to protect the Township of Hamilton from loss because of:

(a) Defective product or service not corrected.

(b) Claims filed or reasonable evidence indicating probability of filing claims.

(c) Damage to another Contractor, agency, governing body, corporation or person.

(d) Delivery or service(s) not provided as per bid specifications or prior agreement by Hamilton Township.

When any of the above items have been corrected, payment shall be made for the amounts withheld because of them.

☐ Agree
(Required: Check if applicable)

12

1-12 Right to Declare Contractor in Default

In addition to those instances specifically referred to in other Sections herein, the Township of Hamilton shall have the right to declare the contractor in default of the whole or any part of the Contract in the happening of any one or more of the following events:

1. The Contractor becomes insolvent;

2. The Contractor makes an assignment for the benefit of creditors;

3. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;

4. The Contractor fails to commence service, and/or deliver goods, when notified to do so by the Township;

5. The contractor abandons said service and/or delivery of goods;

6. The contractor refuses to proceed with service and/or delivery of goods when and as directed by the Township of Hamilton;

7. The Contractor sublets, assigns, transfers, conveys, or otherwise disposes of this contract other than as herein specified;

8. A receiver or receivers are appointed to take charge of the contractor's property or affairs;

9. The Township of Hamilton is of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance of the Contract;

10. The Township of Hamilton and attorney for the Township of Hamilton are of the opinion that the Contractor is not or has not been executing the contract in good faith and in accordance with its terms;

The right to declare Contractor in default for any of the grounds specified

or referred to in this section hereof, shall be exercised by sending the Contractor a notice,

signed by the Township, setting forth the ground or grounds upon which such default is declared.

Upon receipt of such notice the contractor shall immediately discontinue all further operations under this Contract.

☐ Agree
(Required: Check if applicable)

13

1-13 Hold Harmless

The Contractor agrees to protect, defend and save harmless the Township of Hamilton and their authorized representatives from and against any and all costs, loss, expenses, liability, damages, including cost of defending any action on account of any injury or damage to the buildings, improvements of property of any person, firm, corporation, or association on account of any injury, including death, to any person or persons, subcontractors, and his or their agents or employees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Agreement.

☐ Agree
(Required: Check if applicable)

14

1-14 Liquidated Damages

Pursuant to N.J.S.A. 40A:11-19, any contract may include a provision for Liquidated Damages for the violation of any of the terms and conditions thereof or the failure to perform said contract in accordance with its terms and conditions, of the terms and conditions of P.L. 1971c. 198 (N.J.S.A.40A:11-1 et seq.).

☐ Agree
(Required: Check if applicable)

15

1-15 Transitional Period

In the event the provision of goods or services ends by either contract expiration or termination, the Contractor shall continue all terms and conditions of said contract if requested by the Township for a period not to exceed thirty (30) days.

PLEASE NOTE: A Professional Service contract may exceed this period if a project has begun and has not been completed. Contract shall remain in effect until project completion.

☐ Agree
(Required: Check if applicable)

16

1-16 Challenge

Pursuant to N.J.S.A. 40A:11-13, any prospective bidder who wishes to challenge a RFP specification shall file such challenges in writing no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the Township or the award of a contract.

☐ Agree
(Required: Check if applicable)

17

1-17 Disclosure of Contributions Requirements

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:A-20.27 if they receive contracts in excess of $50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

☐ Agree
(Required: Check if applicable)

18

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

19

2-1 INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its RFP is submitted on the basis of the specifications prepared by the Township of Hamilton. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related RFP documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. **Any prospective bidder who wishes to challenge a RFP specification shall file such challenges in writing with the contracting agent no less than three business days, prior to the opening of the RFPs. 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 bidder fails to notify the Township of Hamilton of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted RFP.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Township of Hamilton's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the RFP for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and RFP documents, and shall be acknowledged by the bidder in the RFP. The Township of Hamilton's interpretations or corrections thereof shall be final.

When issuing addenda, the Township of Hamilton shall provide notice as required by the N.J.S.A.40A:11-23(c)(1).

☐ AGREE
(Required: Check if applicable)

20

2-2 INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (x) shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance Workers compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A.34:15-12(a) and N.J.A.C.12:235-1.6.
2. General Liability Insurance General liability insurance shall be provided with limits of not less than **$1,000,000.00** any one person and **$1,000,000.00** any one accident for bodily injury and **$500,000.00** for property damage and shall be maintained in full force during the life of the contract.
3. Automotive Liability Insurance Automotive Insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than **$1,000,000.00** any one person and **$1,000,000.00** any one accident for bodily injury and **$500,000.00** for property damage, and shall be maintained in full force during the life of the contract.

Other Forms of Insurance Required

Professional Liability/Error & Omissions, as per Section 4, unless otherwise noted per individual requirement.

C. INDEMNIFICATION

Bidder shall identify and hold harmless the Township of Hamilton from all claims, suits or actions, and damages or costs of every name and description to which the Township of Hamilton may be subjected or put by reason of injury to the person or property of another, or the property of the Township of Hamilton, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

☐ Agree

(Required: Check if applicable)

21 **2-3 PRICING INFORMATION FOR PREPARATION OF RFP3**

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

B. Estimated Quantities (open-End Contracts): The Township of Hamilton has attempted to identify the requested service and its requirements: however, post experience shows that the description of service requested may be different than the description of service provided in the RFP description for the submitted RFP proposal. The Township reserves the right to decrease or increase the requested service to be provided by the awarded bidder. Prior approval must be received by the awarded bidder from the Township of Hamilton Department of Administration for the increase of the service, An amended Purchase Order must be received by the awarded bidder prior to additional services to be provided.

☐ Agree
(Required: Check if applicable)

22 **STATUTORY AND OTHER REQUIREMENTS**

The following items are requirements of the bid proposal and contract.

☐ Agree
(Required: Check if applicable)

23 **MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A.10:5-31 et seq. the following information summarizes the full, required regulatory text, which is included in Section 4 of this bid specification.

1. **Goods and Services** (including professional services) Contracts

Each 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:

i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);or

ii. A photocopy of a Certificate of employee Information Report approval, in accordance with N.J.A.C.17-27-4;or

iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C.17:27-4.

☐ AGREE
(Required: Check if applicable)

24 STATE OF NEW JERSEY DEPARTMENT OF TREASURY DIVISION OF PURCHASE & PROPERTY CONTRACT COMPLIANCE AUDIT UNIT EEO MONITORING PROGRAM

ATTENTION ALL GOODS, GENERAL SERVICES AND PROFESSIONAL SERVICES VENDORS

For your convenience and for renewal of Certificates only, all goods, general services and professional services vendors have to options in filing the AA-302, Employee Information Report and Vendor Activity Summary Report forms. You may complete the form manually and mail it to this Division, or you may input your employment data directly onto the AA-302 and Vendor Activity Summary Report located on our website. To access the Division's website, simply follow these steps:

1. Type http://www.state.nj.us/treasury/contract_compliance/

2. Select the "Premier Business Services online Forms Account Instructions" link.

3. Please follow all the instructions to set up online access to the New Web Application.

4. Once your Renewal Forms have been completed online, please mail your $150.00 Certificate fee, in the form of a check or money order, made payable to "Treasure, State of New Jersey" to the following address:

NJ Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring Program
P.O. Box 206
Trenton, NJ 08625-0206
Telephone (609) 292-5473
Fax (609) 292-1102

☐ AGREE
(Required: Check if applicable)

25 STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation, partnership or limited liability companies shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, the bidder shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

☐ AGREE
(Required: Check if applicable)

26 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A 52:32-55 et seq., any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a Disclosure of Investment Activities in Iran' to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey - Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The list can be found at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the certification. Failure to complete the certification will render a bidder's proposal non-responsive.

If the Township finds a person or entity to be in violation of law, Township shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

☐ AGREE
(Required: Check if applicable)

27 PROOF OF NEW JERSEY BUSINESS REGISTRATION (must be provided prior to award)

Proof of a valid New Jersey Business Registration Certificate (BRC) is required to be provided to The Township of Hamilton prior to an award being made. Proof of registration shall be a copy of the bidder's BRC. Pursuant to N.J.S.A. 52:32-44, Township of Hamilton is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal has a valid BRC on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

Proof of registration shall be a copy of the bidder's New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the Internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;

3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, 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 business registration copy not properly provided under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

☐ AGREE
(Required: Check if applicable)

28 NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

☐ AGREE
(Required: Check if applicable)

29

2-7 METHOD OF CONTRACT AWARD

A. The length of the contract shall be stated in the specifications as per N.J.S.A. 40A:11-3. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this RFP shall be subject to the availability and appropriation of sufficient funds annually. Please see Section 2-8, Termination of contract, sub-section E, for additional information.

B. If the award is to be made on the basis of a base RFP only, it shall be made to that responsible bidder.

C. If the award is to be made on the basis of a combination of a base RFP with selected options, it shall be made to that responsible bidder.

D. The Township of Hamilton may also elect to award the contract on the basis of unit prices.

E. In the case of equal or tie RFPs, the Township of Hamilton reserves the right to award, in its discretion, to any of the tie bidders which serves the best interest of the Township with reference to the information submitted with the proposals.

F. If the Township is entertaining proposals, costs submitted will not be the only factor used in awarding a contract.

G. The form of contract shall be submitted by the Township of Hamilton to the successful bidder. Terms of the specifications/RFP package prevail. Bidder exceptions must be formally accepted by the Township of Hamilton.

☐ Agree
(Required: Check if applicable)

30

2-8 TERMINATION OF CONTRACT

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Township of Hamilton shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of Hamilton of any obligation for balances to the contractor of any sum or sums set forth in the contract. Township of Hamilton will pay only for goods and services accepted prior to termination.

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

C. The contractor agrees to indemnify and hold the Township of Hamilton 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 Township of Hamilton under this provision.

D. In case of default by the contractor, the Township of Hamilton may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the 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 Township of Hamilton reserves the right to cancel the contract.

F. The Township of Hamilton may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

G. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor

disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, any obligations are transferred to that new party. In this event, the new party(s) will be required to submit all documentation/legal instruments that were required in the original RFP/contract. Any change shall be approved by the Township of Hamilton.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township of Hamilton.

☐ Agree
(Required: Check if applicable)

31

2-9 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

The awarded Contractor / Vendor, 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. As per N.J.A.C. 17:44-2.2

☐ Agree
(Required: Check if applicable)

32

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, 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 shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. I7:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public

Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

☐ AGREE
(Required: Check if applicable)

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

The CONTRACTOR and the TOWNSHIP OF HAMILTON, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP OF HAMILTON 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 TOWNSHIP OF HAMILTON in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP OF HAMILTON, 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 TOWNSHIP OF HAMILTON’S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP OF HAMILTON which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP OF HAMILTON, or if the TOWNSHIP OF HAMILTON 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 TOWNSHIP OF HAMILTON shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the TOWNSHIP OF HAMILTON or any of its agents, servants, and employees, the TOWNSHIP OF HAMILTON shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP OF HAMILTON or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP OF HAMILTON 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 TOWNSHIP OF HAMILTON pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP OF HAMILTON 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 TOWNSHIP OF HAMILTON from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

The TOWNSHIP OF HAMILTON does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

☐ AGREE
(Required: Check if applicable)

34 REQUEST FOR PROPOSAL

Through a Request for Proposals process described herein, persons and/or firms interested in assisting the Township of Hamilton with the provision of such services must prepare and submit a proposal in accordance with the procedure and schedule in this RFP. The Township of Hamilton will review proposals only from those firms or individuals which include all information required to be included as described herein.

Please review RFP package for all forms that will be required with proposal submission for each professional position. The Township of Hamilton intends to award contracts to firms or individuals that possesses the professional, financial and administrative capabilities to provide the proposed services.

☐ AGREE
(Required: Check if applicable)

35 PROCUREMENT PROCESS AND SCHEDULE

The selection of Qualified Respondents for Professional Services is not subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.5 et seq., however, the Township of Hamilton has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person or firm is provided an equal opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in this RFP, which will be applied in the same manner to each Proposal received.

Proposals will be reviewed and evaluated by the Township of Hamilton and its various requesting departments, legal and/or financial advisors. The Proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP. Based upon the totality of the information contained in the proposal, including information about the reputation and experience of each respondent, the Township of Hamilton will determine which respondents are qualified. Each respondent that meets the requirements of the RFP (in the sole judgment of the Township of Hamilton) will be designated as a Qualified Respondent and will be given the opportunity to provide services for the Township's various departments by contract award.

☐ AGREE
(Required: Check if applicable)

36 PROPOSAL SUBMISSION

The Township will not be responsible for any costs associated with the written and/or presentation of the proposals.

Bidder may submit for various positions and has the opportunity to be appointed to multiply positions.

The Township of Hamilton shall review the responses to the Request for Proposals and appoint or award a contract to a business entity for the services advertised subsequent to such review. Contracts awarded under this process shall be publicly announced and awarded. The resolution awarding the contract shall state that the contract was awarded after a fair and open process.

The Township reserves the right to reject any and all proposals, with cause, and waive any irregularities or informalities in the proposals. The Township further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Township reserves the right to re-solicit proposals.

Contracts subject to the "fair and open process" delineated herein are subject to additional requirements, as provided by ordinances, Chapter 19, adopted by the Township of Hamilton, and any other applicable laws including, but not limited to, the Local Public Contracts Law, 40A:11-1, et seq.

☐ AGREE
(Required: Check if applicable)

37 **PROPOSAL REQUIREMENTS**

38 **QUALIFICATION STATEMENT**

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. **Bidder must provide with the RFP submission a list of a minimum (3) three clients, of which (2) two must be municipalities for whom similar services have been provided. Contact information must be provided.**

☐ AGREE
(Required: Check if applicable)

39 **KEY PERSONNEL INFORMATION**

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities. In addition to relevant experience, respondents shall provide personnel qualifications, as it relates to the particular expertise required to perform the contract, their respective participation performing the required services.

☐ AGREE
(Required: Check if applicable)

40 **LOCATION OF SERVICING OFFICE (s)**

The proposal must list the location and address of the present, active office that will

service and manage this contract. If multiple office sites, list all, and indicate corporate office

☐ AGREE
(Required: Check if applicable)

41 **UNDERSTANDING OF THE REQUESTED WORK**

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

☐ AGREE
(Required: Check if applicable)

42 **KNOWLEDGE AND TECHNICAL COMPETENCE**

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements. Experience with or specific knowledge of the Township of Hamilton as it pertains to the contract.

☐ AGREE
(Required: Check if applicable)

43 **MANAGEMENT, EXPERIENCE AND PERSONNEL QUALIFICATIONS**

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP

☐ AGREE
(Required: Check if applicable)

44 OWNERSHIP MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Township to the awarded respondent for the purpose of assisting the awarded respondent in the performance of this contract. All such items shall be returned immediately to the Township at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Township, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the Township pursuant to this contract shall belong exclusively to the Township. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Township upon completion of the project. The awarded respondent shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Township. All information supplied to the Township may be required to be supplied on CD ROM media compatible with the Township's computer operating system, windows based, Microsoft Office Suite 2000

☐ AGREE
(Required: Check if applicable)

45 BASIS OF AWARD OF PROFESSIONAL SERVICE CONTRACT

The Township of Hamilton shall award all professional service agreements based upon qualifications, merit, cost competitiveness, references and experience. The final determination, the Township will select the firm deemed most advantageous to the Township, price and other factors considered. The Township reserves the right to reject any or all request for proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Township that such respondent is properly qualified to carry out the obligation of the RFP and to complete the work contemplate. **The Township of Hamilton reserves the right to award to multiple professionals per position.**

☐ AGREE
(Required: Check if applicable)

46 EVALUATION CRITERIA

All criteria will be used to select the successful respondent. The arrangement of the criteria is not meant to imply order of importance in the selection process. The criteria considered in the evaluation of each proposal follows:

1. Biography/history of the firm, years of experience providing similar service
2. Professional Qualification (Resumes of key personnel) number of professionals & clerical staff
3. Professional Certifications
4. Compensation proposal/Cost and Fee Schedules of all staff and miscellaneous fees

☐ AGREE
(Required: Check if applicable)

47

A. TECHNICAL CRITERIA

1. Does the proposal demonstrate a clear understanding of the scope of work and related objectives?
2. Does the proposal document the necessary experience, reputation and consulting in the specific field of which the proposal is being submitted to successfully provide the required services;
3. Does the proposal document the relevance and extent of qualifications, experience, reputation and training of personnel to be assigned;
4. Does the proposal display the proposer's knowledge of the Township involved as well as the subject matter to be addressed under this engagement;
5. Relevance and extent of similar engagements performed;
6. Is the proposal complete and responsive to the specific requirements?
7. Has successful past performance of the firm and its principals been documented?
8. Does proposal include a list of municipalities currently in contract with?

☐ AGREE
(Required: Check if applicable)

48

B. MANAGEMENT CRITERIA

1. How well does the proposed scheduling timelines meet the Township's needs?
2. Does the firm document a record of reliability of timely delivery of deliverables?
3. Does the firm document municipal/State experience?
4. Does the firm document its availability to attend all scheduled/required public and special meetings?
5. To what extent does the firm rely on in-house resources vs. contracted services?
6. Is there the availability of in-house and contract resources documented?
7. Documentation of experience in performing similar work by assigned employees?

☐ AGREE
(Required: Check if applicable)

49

C. COST CRITERIA

1. Relative Cost – How does the cost compare to other similarly scored proposals?
2. Full Explanation – Is the price and its component charges, fees, etc., adequately explained and documented?
3. Does the proposal include quality control and assurance programs?
4. Does the firm have the sufficient financial resources to meet its obligations?

☐ AGREE
(Required: Check if applicable)

50 ADDITIONAL REQUIREMENTS

All awards are and shall be subject to the availability of funds for the professional services in the Temporary and/or Final Budgets.

In addition to demonstrating an ability to meet all minimum qualifications, the persons and/or firm must also include and address the following:

a) If the vendor or any principal therein has been subject to any professional disciplinary action over the last three (3) years, the bidder must provide a description of the litigation and/or disciplinary action.

b) In this proposal, the vendor must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Township of Hamilton.

c) Individuals/Firms appointed to provide a Professional Service will be required to

Supply, at the time of contract execution, the following: a Certificate of Insurance issued by an insurance carrier authorized to do business in the State of New Jersey reflecting the amount of professional liability insurance, as noted, in effect during the contract period.

- Copy of your Affirmative Action Certificate.

- A copy of your New Jersey Business Registration Certificate.

☐ AGREE
(Required: Check if applicable)

51 ADDITIONAL PAY TO PLAY REQUIREMENTS

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A.

19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of $50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

☐ AGREE
(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature