



# TOWNSHIP OF TOMS RIVER

COUNTY OF OCEAN

STATE OF NEW JERSEY

## PROFESSIONAL SERVICES SOLICITATION

*FAIR & OPEN PUBLIC SOLICITATION PROCESS*  
*(Pursuant To N.J.S.A. 19:44A-20.5 et. seq. and the Township of  
Toms River Administrative Code, Chapter 84-1 et. seq.)*

### EMPLOYEE BENEFITS CONSULTANCY AND BROKERAGE SERVICES FOR MEDICAL/PRESCRIPTION/DENTAL/VISION COVERAGE

**SUBMISSION DATE: DECEMBER 1, 2016 11:00AM**

PUBLIC NOTICE TO PROFESSIONAL SERVICES ENTITIES

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## TOWNSHIP OF TOMS RIVER



### **PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT**

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the Purchasing Agent, or designated representative, for the Township of Toms River, County of Ocean, State of New Jersey on **DECEMBER 1, 2016** at **11:00AM** prevailing time, in the *L. Manuel Hirshblond Meeting Room*, Second Floor Township of Toms River Municipal Complex, 33 Washington Street, Toms River, NJ 08753 then publicly opened and read aloud for the following:

#### **EMPLOYEE BENEFITS CONSULTANCY AND BROKERAGE SERVICES FOR MEDICAL/PRESCRIPTION/DENTAL/VISION COVERAGE**

Submission packages may be obtained at the Purchasing Office, (732) 341-1000 ext. 8226 or 8202 during regular business hours, 8:30AM to 4:30PM, Monday through Friday, excluding holidays or on the Township's website at [www.tomsrivertownship.com](http://www.tomsrivertownship.com)

These proposals are being solicited through a "fair and open process" in accordance with **N.J.S.A. 19:44A-20.5 et. seq.** and the Township of Toms River Administrative Code, **Chapter 84-1 et. seq.**

Professional service contractors are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

# TOWNSHIP OF TOMS RIVER

## INFORMATION FOR PROFESSIONAL SERVICES ENTITIES

### 1B.1 RECEIPT AND OPENING OF SUBMISSIONS

#### 1B.1.1 OWNER AND PROJECT

The Township of Toms River, Ocean County, New Jersey (hereinafter called the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

#### 1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

Submissions will be received by the PURCHASING AGENT and/or her designated representative at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud. Sealed submissions may also be submitted **by mail or in person, prior to the solicitation date and time, to Township of Toms River, Attn: Purchasing Division, 33 Washington Street, P.O. Box 728, Toms River, NJ 08754.**

#### 1B.1.3 SUBMISSIONS NOT IN COMPLIANCE

The OWNER may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* pursuant to **N.J.S.A. 19:44A-20.5 et. seq.** and the *Township of Toms River Administrative Code, Chapter 84-1 et. seq.*

#### 1B.1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Purchasing Agent and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represents the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

### 1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

#### 1B.2.1 INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

#### 1B.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

#### 1B.2.3 REFERENCES

References and record of success of same or similar service

#### 1B.2.4 DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

#### 1B.2.5 COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

#### 1B.2.6 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

#### 1B.3 PREPARATION OF SUBMISSIONS

##### 1B.3.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professional Services entity. All prices and amounts must be written in ink or preferably typewritten. All erasures or corrections must be initialed by each signatory to the submission. Each submission shall be contained in a sealed envelope addressed to the Purchasing Agent, Township of Toms River, 33 Washington Street, Toms River, N.J., 08753 or in the preprinted envelope supplied with the submission package when available, and said envelope shall specify the item for which the submission is provided and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

The Owner will not be responsible for submissions forwarded through the U.S. Mail if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgement Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgement, (5) a copy of the applicable Business Registration Certificate, (6) a Professional Services Entity Information Form, (7) a Qualifications Submission Form, and (8) an Acknowledgement of Corrections, Additions or Deletions Form.

All forms listed above, (#1 through #8) shall be completed in their entirety.

##### 1B.3.2 ERRORS IN SUBMISSIONS

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total Submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

#### 1B.4 TIME FOR AWARD OF CONTRACT

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. When the invitation for submission states that the execution of the contract shall be subject to prior approval by a Federal or State agency or department, the contract shall be awarded or all submissions rejected within five (5) days after the approval by such Federal or State agency or department.

The award of the Contract for this service will not be made unless the necessary funds have been certified by the Township's Chief Financial Officer in a lawful manner.

#### 1B.5 MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submission by registered mail at any time prior to the scheduled closing time for receipt of submissions, provided such communication is received by the OWNER prior to the closing time. The communication should not reveal the submission price but should provide the

addition to or subtraction from or other modification so that the final price(s) or term(s) will not be known by the OWNER until the sealed submission is opened.

1B.6 REJECTION OF SUBMISSIONS

1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

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

1B.6.2 UNBALANCED SUBMISSIONS

Submissions which are obviously unbalanced may be rejected at the option of the OWNER.

1B.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

1B.6.4 METHOD OF AWARD OF SUBMISSIONS

**The right is reserved by the Township of Toms River to award submissions on a “service by service” basis, “per project” basis, in part or in whole as determined by the Owner.**

1B.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The owner expressly reserves the right to waive any informality in any submission, and to accept the submission which, in the OWNER'S judgment, serves its best interests.

1B.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

1B.8 PAYMENT

Bills are publicly approved every second and fourth Tuesday of each month at regular Township Council meetings. All bills approved at that meeting are paid by checks which are mailed the Friday after the meeting. No checks may be picked up by the professional service entity.

In order for a voucher to be placed on said meetings for approval, they must be submitted to the appropriate Township department, be signed by all the appropriate Township officials and be presented to the Comptroller's office no later than 12:00 noon the Tuesday prior to the meeting. There are no exceptions to this rule.

1B.9 TRANSITIONAL PERIOD:

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

1B.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION:

Under no circumstances, on submission documents requiring authorized signatures, will the OWNER accept documents provided through facsimile machines.

1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Professional services entities are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

1B.12 GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by TOWNSHIP OF TOMS RIVER and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

***NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.***

TOWNSHIP OF TOMS RIVER reserves the right to cancel any contract entered into upon thirty (30) days written notice.

**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**  
**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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e. Township of Toms River) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

**The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; *failure to do so is a fatal defect that cannot be cured.* This law covers construction as well as non-construction submissions.**

Further information may be obtained by visiting the following web site at the State of New Jersey: [www.nj.gov/treasury/revenue/busregcert.htm](http://www.nj.gov/treasury/revenue/busregcert.htm)

### ***Goods & Services Contracts (including purchase orders):***

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 contracting 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.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

## **TOWNSHIP OF TOMS RIVER**

### **AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the TOWNSHIP OF TOMS RIVER (herein referred to as the Township) do hereby agree that the provisions of Title 11 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, 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'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP 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 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 or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

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

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

# TOWNSHIP OF TOMS RIVER

## PAYMENT POLICY

Payment vouchers with appropriate invoices are publicly approved every second and fourth TUESDAY of each month at regular Township Council meetings. All payment vouchers/invoices approved at each meeting are paid by checks which are **mailed** the Friday directly after the meeting. Under no circumstances may checks be picked-up by the vendor/contractor.

In order for a payment voucher to be placed on said meetings for approval, they must be submitted fully executed by the vendor/contractor to the appropriate Township department, be signed by all the appropriate Township officials and be presented to the **Finance Office** no later than 4:30 p.m., **twelve (12) calendar days** immediately prior to the actual meeting.

This means that the Township cannot process payment without the certification on the payment voucher that the goods have been received or the services performed. Further, the Township will not accept any delivery of goods or services '**C.O.D.**'. There are **no** exceptions to these procedural requirements.

**TOWNSHIP OF TOMS RIVER**

***FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES***

(Pursuant to N.J.S.A. 19:44A-20.5 et. seq. and the Township of Toms River Administrative Code 84-1 *et. seq.*)

**EMPLOYEE BENEFITS CONSULTANCY AND BROKERAGE SERVICES FOR  
MEDICAL/PRESCRIPTION/DENTAL/VISION COVERAGE**

**STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA**

The Township of Toms River is seeking sealed submissions in response to a request for qualifications for Employee Benefits Consultancy and Brokerage Services for Medical/Prescription/Dental/Vision Coverage on behalf of the Township of Toms River.

The **standardized submission requirements** shall include:

- (i) Names and roles of individual(s) who will be assigned to perform the tasks and a description of their professional experience with Township of Toms River and/or experience with other municipalities and projects similar to the matter being advertised.
- (ii) Professional licenses and/or certifications held by the individual(s) to be assigned to the work required.
- (iii) Educational background and experience of the individual(s) to be assigned to the work required.
- (iv) List of Professional References and Records of Success, including addresses and telephone contact numbers.
- (v) Description of the support staff available to the individual(s) to be assigned.
- (vi) The Township of Toms River will establish a rate for all services upon choosing a vendor which will be based upon the benefit program. Services billed at this rate shall include, but not be limited to, telephone calls, correspondence, research, meetings, hearings, litigation and any other services rendered on behalf of the Township of Toms River. Cost details, including the hourly rates of **ALL** individuals who will, or potentially could, perform services, all other 'charges' for extra services not included in the hourly rates, and any additional charges not included above must be so noted and must accompany this submission.
- (vii) Written proof of possession of appropriate federal and state licenses to perform the state insurance brokerage activities.

The **selection criteria** to be used in awarding contracts shall include, but not be limited to:

- (i) Qualifications of all individuals who will perform the tasks and the amounts of their respective participation.
- (ii) Experience and reputation in the field
- (iii) Ability to perform the task(s) in a timely fashion, including staffing and familiarity with the subject matter.
- (iv) Availability of the Professional Service entity personnel, facilities and other resources.
- (v) Professional Service entity financial stability and strength.
- (vi) Cost consideration including, but not limited to, standardized submission requirements, historical costs for similar contracts, expertise involved.
- (vii) Responsiveness to the Public Notice and Specifications; Submission demonstrates a clear understanding of the scope of work related objectives.
- (viii) Compliance with the submission documents.

Pursuant to **N.J.S.A. 40A:11-3(b)**, ..."contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (**N.J.S.A. 40A:11-5**) may be awarded for a period not exceeding twelve (12) consecutive months".

The contract term shall commence upon **date of award** by resolution of Township Council **through December 31, 2017**.

The award of this contract shall be open-ended, with funds being encumbered each time services are requested, contingent upon the availability of funds in the appropriate municipal budget.

**Professional services entities responding to this solicitation shall submit one (1) original hard copy and one (1) digital copy on a Disc of the sealed submission, on or before December 1, 2016.**

## **Description of Services**

Perform an annual consultative review and detailed analysis over all benefit and insurance programs. This includes performing the following detailed tasks and services:

- Performing a base line analysis of all programs and coverage in place and determining what updates, amendments and changes shall need to be implemented on an immediate and thereafter routine basis
- Offering recommendations and immediate action plans for compliance and other coverage issues
- Providing annual updates for benchmarking reviews over all areas of coverage
- Provide options, alternatives and alternate strategies and approaches for benefits delivery and administration

Lead the design of a client specific benefit planning process that includes:

- Plan Design
- Carrier selection and reviews
- Health and Wellness Plan strategies
- Funding types
- Industry comparisons and benchmarking
- Other strategic areas of consideration

Provide access to a dedicated day to day consulting team that shall be responsible for managing and overseeing all aspects of the client's employee benefit plans. In addition, the Consulting team shall leverage other internal expert resources that will be available to support day to day client activities.

Prepare and conduct request for proposals (RFPs) and marketing services for all lines of coverage; including;

- The development of customized RFP materials, bid specifications and analytical tools used in managing and evaluating the data analysis process
- Evaluating carrier provider networks, provider discounts, service levels, data capabilities and other client specific metrics
- Conducting vendor negotiations and conducting and overseeing finalists presentations
- Providing global implementation support for carrier or plan design changes

Project manage and oversee all benefit related initiatives including:

- The routine review of plan design materials, internal benefit related policies and procedures
- Assisting with day to day carrier interaction and general tasks affiliated with the management of the benefit plans

Provide standard client reporting, specific carrier results and other client specific performance results and metrics that will include but not be limited to:

- Loss Ratio reports for applicable lines of coverage
- Claim Utilization reports
- Carrier Service results
- Large Claimant services

Provide recommendations for plan design alterations, health & wellness programs, and new coverage/benefit opportunities. This shall include but not be limited to:

- Providing routine plan design alternatives and options
- Developing underwriting and actuarial implications and modeling to outline cost impact and changes
- Assist in designing health and wellness plan services and features to integrate with the benefit plans
- Providing side-by-side program comparisons for current and alternate coverages

Provide regular benchmarking and industry information relative to employee benefits. This shall include but not be limited to:

- Providing annual plan information that profiles and compares the current plans against regional normative data in the area of design, cost, contributions and other variables

- Offer commentary and benchmarking about emerging trends and techniques being adopted that deal with issue of health and welfare benefit strategy design and financing

Participate and facilitate executive level strategy sessions affiliated with employee benefits, including:

- Coordinating planning session with key decision makers
- Assisting in developing strategic plans from senior leaders with the client's organization
- Manage benefit planning sessions to determine strategic changes and direction as it relates to health and welfare
- Present annual benefit plan plans, budgets, renewals, plan changes and other key updates to key executive / leadership groups

Provide an annual benefit stewardship report to outline and summarize the annual activities, goals, objectives and results for employee benefits. This report shall include but not be limited to:

- Overview of all activities for the year related to employee benefit plans
- Renewal and financial summaries
- Review of key legislative or regulatory changes
- Outline of program changes
- Review of carrier issues or modifications
- Status of key deliverables and projects

Track and monitor the financial performance of each contracted benefit plan against budget estimates and financial forecasts. This includes but is not limited to providing the following key consultative services:

- Underwriting analysis over current and proposed plans
- Routine data reporting to illustrate year to date or policy period results
- Developing and providing standard summary performance reports

Direct all renewals, settlement and financial related activities for all lines of contracted coverages including but not limited to the following activities:

- Examining preliminary claim data used to calculate renewals and financial projections
- Reviewing month over month claim and enrollment results
- Evaluating the impact of benefit or plan changes
- Examining the legitimacy and appropriateness of underwriting protocols including areas like trend, completion factors, reserve adjustments, large claim charges, administrative expenses and other technical areas;
- Oversee the carrier and vendor negotiations in areas related to funding, finance and underwriting
- Validate carrier and vendor cost projections
- Assist in the establishment of COBRA and budgetary rates
- Test and validate funding approaches including the review of insured, minimum premium and self funded approaches
- Calculate and review employee and employer contributions methodologies

Review and evaluate benefits budgetary information, including assisting in the annual development of the employee benefits budget for all lines of coverage. Key services include but are not limited to:

- Validate carrier and vendor cost projections
- Assist in the establishment of COBRA and budgetary rates
- Test and validate funding approaches including the review of insured, minimum premium and self funded approaches
- Calculate and review employee and employer contributions methodologies

Evaluate financial implications of plan changes, program alterations and provide benefit cost modeling, including using underwriting and actuarial software to determine:

- Benefit values
- Decremental and incremental changes in cost
- Behavioral impacts / changes

- Model and examine the appropriateness of stop loss / re-insurance levels

Provide Claim Reserve (IBNR) Analysis and forecasting (as applicable). This shall include but not be limited to:

- If applicable, evaluate the appropriate level of terminal liability reserves by plan;
- Determine the relative changes necessary to the liabilities, including securing actuarial attestations
- Review the appropriateness of impress balances for claim handling and payment processes

Oversee all carrier/administrator issues for all lines of coverage, including insurers, administrators, PBMs, TPAs, etc. ("carriers"). Key services shall include but are not limited to:

- Monitoring carrier performance results against agreed upon service standards
- Handle and resolve day to day carrier related issues and items
- Review contractual materials and other carrier issued documentations
- Interface with carriers on account management and other day to day issues and matters
- Monitor carrier financial ratings and performance

Review ongoing network issues and report impact and changes

Conduct regular vendor meetings to discuss and review strategic issues, client issues and overall results/expectations. This includes but is not limited to:

- Conducting pre-renewal discussions and meetings to review client objectives
- Conduct regular performance meetings with carriers/administrators or other vendors
- Coordinate routine service and results oriented meeting with carriers to review performance and outcomes
- Meet regularly to discuss client objectives and discuss key goals and business metrics

Review the at-large capabilities, service features and overall performance for each carrier/administrator or other vendors. This includes but is not limited to:

- Collecting and monitoring overall carrier results, capabilities and services in key service disciplines
- Monitor or catalogue key carrier characteristics and results in areas including network discounts, network size and geography, disease management and chronic illness capabilities, web features, service features and other distinguishing features
- Report at-large carrier capabilities with clients to assist in simple and complex market solicitations

Provide routine regulatory & industry updates and bulletins that deal with benefit related issue. This includes and is not limited to:

- Providing state level regulatory and legal updates that impact benefits business on an insured funding basis. This includes offering impact statements, commentary and suggestions for next steps
- Issue federal updated and bulletins dealing with legislation, proposed legislation, ERISA implications and general benefit implications. This includes offering impact statements, commentary and suggestions for next steps

Distribute regular email alerts on important legislative or regulatory matters that require immediate client notification

Review and validate carrier/administrator contracts and agreements for compliance purposes. This includes but is not limited to a review for ensuring compliance with:

- Agreed upon coverage and plan design issues
- Applicable state and federal laws
- Language addressing Coordination of Benefits, Medicare, PIP and other related coverage areas
- Industry standards for billing terms and conditions
- Industry standards for rate change provisions
- Industry standards for claim dispute resolution
- Appeal rights and obligations

As applicable, assist in the preparation of signature ready Form 5500 (as applicable) for the benefit plans under management. This includes but is not limited to:

- Collecting information and data from the various carriers and insurers for completion
- Developing and formatting the necessary regulatory materials and explanatory documentation for annual filing
- Preparing the necessary forms and materials needed for submission

Evaluate employee benefit booklets / benefit certificates for plan and program accuracy. This shall include but not be limited to examining the materials for the following:

- Adherence to the schedule of agreed upon benefits
- Compliance with applicable state and federal laws
- Appeal provisions

Assist in the review of the Summary Plan Descriptions and Plan Documents for accuracy and compliance purposes. Areas to be considered include but are not limited to:

- Adherence to the schedule of agreed upon benefits
- Compliance with applicable federal laws and department of labor specific language and criteria
- Appeal provisions
- Fiduciary language

Maintain and oversee modifications and updates to all plan materials based on ongoing benefit alterations, changes in program management, fiduciary liability, vendor changes, legal and statutory updates and other alterations that may be necessary

Produce legally compliant Plan Document and accompanying Summary Plan Descriptions (“documents”) for select lines of coverage specific to the employee benefit health and welfare programs. This shall include but not be limited to:

- Collecting the necessary data and materials for all applicable lines of coverage to develop the documents
- Prepare properly formatted and compliant template documents for all applicable lines of coverage
- Collect comments and updates for the plan sponsor overall draft documents
- Provide print ready documents for publication and distribution
- Provide regular updates and maintenance as warranted, with legal oversight and compliance check

Manage and oversee all contract negotiations with benefit related vendors, carriers, administrators and insurers. This includes but is not limited to:

- Validating the proposed terms and conditions
- Reviewing materials for compliance and concurrence with proposed arrangements agreed upon between the plan sponsor and the vendor

Assist and support all Collective Bargaining processes related to issues dealing with employee benefits plans. This shall include but not be limited to the following:

- Assist in designing desired benefits strategy and offer recommendations and strategies for benefits
- Model and develop pricing for possible bargaining implications
- Work with the various carriers and vendors to ensure potential plan changes may be administered
- Interface with labor counsel Participate in all bargaining sessions and present / outline proposed benefit modifications
- Attend all negotiating and planning sessions affiliated with the bargaining process
- Provide grievance and arbitration testimony as may be necessary in ongoing labor related matters dealing with employee benefits

Assist with Dependent Eligibility Audits to validate enrollment and eligibility under the various group benefit plans. This shall include but not be limited to:

- Examine all current enrollment and eligibility contract requirements and offer recommendations for eligibility management

- Performing a review of the current enrollment and documentation management practices and policies in place for new employees and dependents
- Providing recommendations for changes and modifications to the benefit enrollment and documentation process
- Review policies and procedures to validate student eligibility practices
- Provide suggested template materials to be used annually for dependent eligibility attestation
- Determine the appropriate methodology and process for audit individual employee reviews (Note certain audit approaches may require separate contracting and project costs that are outside the compensation contemplated herein)

Oversee and assist with the coordination of the annual enrollment process. This shall include but not be limited to supporting the following activities:

- Arrange for pre enrollment strategy sessions to discuss employee meetings, schedules, communication campaigns and other related functions
- Inventory the necessary materials and resources needed to coincide with the forthcoming plan changes, vendor changes and other program modifications
- Assist with developing schedule for on-site benefit meetings, as necessary, including coordinating vendor participation
- Support the coordination, if applicable, for on-site health fairs to complement the open enrollment process

Assist in the design of open enrollment employee communication materials including but not limited to the following assisting with the development of the following type materials:

- An Annual Benefits guide to overview all current benefits, changes and modifications
- Explanatory materials to be used in illustrating employee contributions and scheduled
- Enrollment Instructions
- Internal HR requirements related to dependent verification
- Benefit waiver forms

Produce suggested communication materials related to the employee benefit programs, including but not limited to preparing

- New hire benefit communication materials that outline the provisions of the employee benefit programs
- Develop simplified benefit outlines that can be used to illustrate levels of coverage for all benefit plans
- Assist in the development of overall benefit communication materials that are used in the global explanation of employee benefits
- Produce print-ready employee benefit newsletter content that can be regularly distributed to employees
- Distribute regular content and material that can be shared with employees in the area of health and wellness
- Coordinate and consolidate vendor communication materials used in the administration of the benefit plans

Conduct employee focus groups of the enrolled population to assist in goal and objective setting. This shall include but not be limited to:

- Designing the focus group format to be used to solicit objective information and feedback from the eligible work force
- Coordinating employee focus group sessions at multiple work locations
- Facilitate employee focus group sessions
- Collect and coordinate focus group response data
- Prepare survey result data for group benefit decision makers and provide corresponding recommendation based on the focus group results

Create and manage employee satisfaction surveys related to group employee benefit plans. This shall include but not be limited to:

- Creating the desired employee benefits survey tool; both print and web based
- Work with benefits and human resources staff to design a survey too that incorporates group specific areas for review
- Create the corresponding communication materials used in announcing the survey process
- Assist in the data collection process and populate survey results

Provide standard Employee Benefit Statements that may be distributed to eligible employees. Such statements may include the following data elements, pending the availability of the data from the group sponsor's internal systems:

- Employee salary and bonus income
- Vacation, Sick or pool time
- Employer contributions to 401k or retirement plans
- Value of employer contributions towards benefit plans Value of employer contribution to taxes and other statutory expenses
- Social Security contributions
- Other

Perform claims, utilization and related analysis of a claims data by plan. This shall include but not be limited to:

- Applying internal underwriting review
- Engaging actuarial review and analysis
- Utilize underwriting software and algorithms to test and validate benefit cost assumptions
- Examine standard carrier and vendor reports and offer financial analysis and assessments

Review medical and pharmacy claims for disease management program analysis and recommendations. This shall include but not be limited to the following:

- Evaluating standard and ad-hoc vendor reports to identify prominent illness and chronic condition cost areas
- Review medical and pharmacy data reports to identify immediate and long term areas for program intervention

Evaluate high claimant activity and carrier care management reports. This shall include but not be limited to:

- Reviewing the appropriateness of the large claim protection limits
- Examining the legitimacy of large claims application against future cost projections based on emerging claim costs
- Recommend changes in large claim protection limits
- Evaluate effectiveness of large claims management of the contracted vendors

Develop and produce standard client reporting package leveraging carrier / vendor data management tools and other available applications. This shall include but not be limited to

- Providing standard claims, utilization and enrollment data reporting
- Offering analysis and observations based on carrier / vendor reporting templates
- Issuing additional reports using available claims and enrollment data
- Developing recommendations for network, plan design and other program alterations based on data and cost results
- Providing regular data analysis and reports that may be used in conjunction with financial consulting services

Provide access to customer services support to employees and dependents in the resolution of complex benefit related service issues. This shall include:

- Access to a toll-free service line with access to the Member Advocacy services team staffed with properly trained customer service specialists (CSS)
- Providing access to CSS services to assist with:
  - Claim payment issues errors
  - Eligibility and enrollment issues
  - Plan design questions or inquiries
  - Billing disputes
  - Other benefit related inquiries
- Providing activity reports at the group level that shall illustrate call activity, service issues, call types, response and close rates and other tracking information

Provide a customized web based benefits portal for each group that shall act as the central informational repository for benefit information.

## ADDITIONAL SUBMISSION REQUIREMENTS

### General Requirements

The Proposal Statement submitted by the Respondent must meet or exceed the professional, administrative and financial requirements set forth in this section and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

### Administrative Information Requirements

The Respondent shall, as part of its Proposal Statement, 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 Statement.

### Specific Services Required

2. Indicate the number of years the firm has been in business.
3. Provide written proof of possession of appropriate federal and state licenses to perform the state insurance brokerage activities.
4. The firm must confirm they have at least 10 years of experience in employee benefits brokerage specifically with public entity clients.
5. The firm must indicate the number of public entity clients they handle.
6. The firm must provide at least 5 references for public entities of similar size. Please include the name, contact person and their contact information.
7. Please outline the experience and qualifications of the staff that shall be assigned to this account. Please provide their professional credentials and related experience in handling public entity clients.
8. Please outline your experience and capabilities in the area of underwriting oversight. Does the firm have employees that specialize in the handling of underwriting reviews?
9. The firm shall be required to manage and oversee the renewal and insurance marketing process. Please describe your experience in this area and how you go about handling renewals and coverage marketing.
10. The firm must have on staff benefits legal counsel that can provide legal, regulatory and compliance services. Please confirm that your firm has on staff benefits counsel (employee, not retainer counsel).
11. The firm must have access to actuarial service capabilities, including software services that can be used to help model plan changes. Please confirm that your firm has such in house capabilities.
12. The firm must provide at no additional cost a benefits web site for employees and dependents. The site must minimally provide access to on line benefits look up, links to carriers, benefit form and other information specific to the plan of benefits in place. Please confirm that your firm shall provide such services. Please provide examples of the web capabilities you shall provide.
13. The firm must provide as a standard service access to service professionals that can assist in the day to day elevated claim and service resolution issues for employees and dependents. The services must be available via a toll free number and must be provided by experienced and competent benefit professionals. Minimum hours of service must be 8:30am – 6pm, M-F. Please confirm that your firm can provide such services and provide a description of the service and the professional credentials of the staff assigned to the function.

14. The firm must be actively engaged in the collective bargaining process and shall be required to provide recommendations and financial analysis in this regard. Please describe in detail your firms experience and capabilities in this area. Please provide examples of other public entities you have assisted in this process. Please provide examples of work product that you have provided to clients in this area.
15. The firm shall be expected to assist in the resolution of benefit grievances related to matters dealing with employee benefits. Please outline your experience in assisting clients in the grievance process and indicate whether members of the firm have been involved in arbitration proceedings related to benefits.
16. The firm must be familiar with and monitor P.E.R.C rulings related to employee benefits. Please indicate your familiarity with P.E.R.C and how you monitor rulings and decisions. How do you communicate decisions to clients?
17. The firm must assign a dedicate account management team to the account. Please describe the depth of the team that shall be assigned to this account. Please describe their set roles and responsibilities.
18. The firm shall be required to assist in developing benefit communication materials for employees. Please describe your in house, on staff communication capabilities and how you engage with clients in this regard.
19. Please indicate if there have been any judgments, claims or suits pending or outstanding against company. If yes, please explain.
20. Please indicate 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.
21. The Insurance Consultant shall identify specialty areas of expertise in the field of employee benefits and why the firm is qualified for the position.
22. The Insurance Consultant agrees that compensation terms shall be discussed during the selection process. Agreeing to favorable financial terms shall be a critical element of final selection. Please affirm that you shall be agreeable to discussing the financial terms in the event your firm is selected as a finalist.

**TOWNSHIP OF TOMS RIVER**  
**CHECKLIST – FAIR & OPEN PUBLIC SOLICITATION PROCESS**

*(Pursuant to N.J.S.A. 19:44A-20.5 et. seq. and the Township of  
Toms River Administrative Code, Chapter 84-1 et. seq.)*

**PROFESSIONAL SERVICE: EMPLOYEE BENEFITS CONSULTANCY AND BROKERAGE SERVICES  
FOR MEDICAL/PRESCRIPTION/DENTAL/VISION COVERAGE**

**SUBMISSION DATE:**           DECEMBER 1, 2016          

*The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:*

- |  |                               |
|--|-------------------------------|
| 1. <b>Copy</b> of your <b>Business Registration Certificate</b> as issued by the State of New Jersey,<br>Department of Treasury, Division of Revenue | <u>          XX          </u> |
| 2. Non-Collusion Affidavit   | <u>          XX          </u> |
| 3. Disclosure of Ownership Form  | <u>          XX          </u> |
| 4. Insurance Requirement Acknowledgement Form  | <u>          XX          </u> |
| 5. Mandatory Equal Employment Opportunity Notice Acknowledgement<br>(contracts over \$36,000.00)   | <u>          XX          </u> |
| 6. Professional Service Entity Information Form  | <u>          XX          </u> |
| 7. Qualifications Submission Form  | <u>          XX          </u> |
| 8. Exceptions to Specifications Form   | <u>          XX          </u> |
| 9. Acknowledgement of Corrections, Additions or Deletions Form   | <u>          XX          </u> |
| 10. P.L 2012, Chapter 25   | <u>          XX          </u> |



**TOWNSHIP OF TOMS RIVER**

**DISCLOSURE OF OWNERSHIP FORM**

**N.J.S.A. 52:25-24.2** reads in part that “no corporation or partnership shall be awarded any contract by the State, County, *Municipality* or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

**COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

**I. Stockholders or Partners owning 10% or more of the company providing the submission:**

NAME:

ADDRESS:

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**II. No Stockholder or Partner owns 10% or more of the company providing this submission:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**III. Submission is being provided by an individual who operates as a sole proprietorship:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):**

\_\_\_\_\_ Limited Partnership

\_\_\_\_\_ Limited Liability Corporation

\_\_\_\_\_ Limited Liability Partnership

\_\_\_\_\_ Subchapter S Corporation

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**TOWNSHIP OF TOMS RIVER**

**INSURANCE REQUIREMENTS and ACKNOWLEDGEMENT FORM**

*FAIR & OPEN PUBLIC SOLICITATION PROCESS pursuant to N.J.S.A. 19:44A-20.5 et. seq.  
and the Township of Toms River Administrative Code, Chapter 84-1 et. seq.*

Certificate(s) of Insurance for Liability, Workmen's Compensation and Professional Liability Insurance, satisfactory to the Township of Toms River, shall be filed with the Township Purchasing Division upon award of contract by the Township Council.

The minimum amounts of insurance to be carried by the Professional Service Entity shall be as follows:

**1. WORKMEN'S COMPENSATION & EMPLOYERS LIABILITY INSURANCE**

The Professional Service Entity shall take out and maintain during the life of the contract adequate workmen's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the Professional Service Entity shall require each sub-contractor similarly to provide workmen's compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Professional Service Entity's insurance.

Coverage A shall be New Jersey Statutory  
Coverage B (Employer's Liability) shall be unlimited as per New Jersey Workmen's Compensation Law

**2. COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Limits shall be a minimum of \$1,000,000.00 bodily injury and property damage combined. The Certificate of Insurance must indicate coverage at the above limits for:

- A. Contractual indicated on the face of the Certificate as being in accordance with the standardized submission requirements.
- B. Independent Contractors (if any)
- C. Completed Operations

**3. COMPREHENSIVE AUTOMOBILE LIABILITY**

Limits shall be a minimum of \$1,000,000.00 bodily injury and property damage combined. The Certificate of Insurance must indicate coverage at the above limits for:

- (A.) Hired Vehicles
- (B.) Non-Owned Vehicles.

**4. PROFESSIONAL LIABILITY INSURANCE**

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

***Acknowledgement of Insurance Requirement:***

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name and Title)

TOWNSHIP OF TOMS RIVER

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE  
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Township of Toms River, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

**OR**

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

**OR**

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Toms River to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful vendor may obtain the *Initial Employee Information Report* (AA-302) online at: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

**The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.**

**The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

COMPANY:

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

TITLE:

\_\_\_\_\_ DATE \_\_\_\_\_

**TOWNSHIP OF TOMS RIVER – PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If individual has a TRADE NAME, give such trade name:

Trading As: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

\*\*\*\*\*

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Signature of authorized agent: \_\_\_\_\_

\*\*\*\*\*

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated \_\_\_\_\_

Location of principal office: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name of agent in charge of said office upon whom notice may be legally served:

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Name of Corp.: \_\_\_\_\_

Signature: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

**TOWNSHIP OF TOMS RIVER**

**FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES**

*Pursuant to N.J.S.A. 19:44A-20.5 et. seq. and the Township of  
Toms River Administrative Code, Chapter 84-1 et. seq.*

**EMPLOYEE BENEFITS CONSULTANCY AND BROKERAGE SERVICES FOR  
MEDICAL/PRESCRIPTION/DENTAL/VISION COVERAGE**

**SUBMISSION FORM**

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein:

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2. Documented past performance of same or similar service.

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3. References and record of success of same or similar service.

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4. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

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5. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses.

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6. Description of technical process and equipment used in performing task(s).

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*Note: Attach additional sheets as necessary.*

Firm \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative (Print):  
\_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



**TOWNSHIP OF TOMS RIVER**

**ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM**

*Fair and Open Solicitation Process pursuant to N.J.S.A. 19:44A-20.5 et. seq.  
and the Township of Toms River Administrative Code, Chapter 84-1 et. seq.*

I, \_\_\_\_\_

of the firm \_\_\_\_\_

hereby acknowledge that any corrections, additions and/or deletions

have been initialed and dated in this Submission Package.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Type or Print name of affiant and Title, under signature)*

\_\_\_\_\_  
*(Date)*

**State of New Jersey Division of Purchase and Property  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Name of Bid \_\_\_\_\_: Bidder / Offeror: \_\_\_\_\_

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25list.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25list.pdf). Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification may render a bidder's proposal non-responsive.** If the Township finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries or affiliates is listed on the NJ Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

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

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**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PLEASE PROVIDE INFORMATION BELOW RELATIVE TO THE ABOVE QUESTIONS. ANSWERS MUST BE THOROUGH. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE MAKE COPIES OF THIS SHEET OR ATTACH YOUR OWN.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Toms River 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 State to notify the State 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 Township of Toms River and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name \_\_\_\_\_ Signature \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE REGARDING BUSINESS ENTITIES WHICH RECEIVE,  
IN THE AGGREGATE, \$50,000.00 OR MORE FROM  
PUBLIC ENTITIES DURING A CALENDAR YEAR**

A business entity which has received \$50,000.00 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities is required by state law to file an additional statement with the New Jersey Election Law Enforcement Commission. The form is to be filed electronically. The form may be found at: [www.elec.state.nj.us](http://www.elec.state.nj.us). For further information, contact the New Jersey Election Law Enforcement Commission at (609) 292-8700 or toll free in New Jersey 1-888-313-ELEC (3532).