



Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 02/10/14 07:00 PM

2014 RESOLUTION AWARD OF PROFESSIONAL SERVICE

PS-13

AWARD OF A PROFESSIONAL SERVICE CONTRACT PURSUANT TO THE FAIR AND OPEN PROCESS FOR A RISK MANAGEMENT CONSULTANT

WHEREAS, the Township of Bloomfield requires the services of a Risk Management Consultant and has advertised the need for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Administrator has certified that the value of the service will exceed \$17,500; and

WHEREAS, the term of this contract is one (1) year and will end on December 31, 2014; and

WHEREAS, Fairview Insurance Agency Associates, Inc, 25 Fairview Ave, Verona, New Jersey 07044 (hereinafter "Professional") has submitted the attached proposal indicating they will provide the services at a cost of 6% of the assessment paid by the Joint Insurance Fund; and

WHEREAS, the Mayor and Council approve entering into an agreement with the Professional based upon their response; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Administrator to enter into a contract/retainer agreement with the Professional within 10 days as described herein; and

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

DIRECTOR OR LAW-TOWNSHIP ATTORNEY

BE IT FURTHER RESOLVED, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirements for Professional Services and no minimum payment is implied or guaranteed; and

BE IT FURTHER RESOLVED, that all of the terms contained in the Standardized Submission Requirements for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

BE IT FURTHER RESOLVED, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer; and

BE IT FURTHER RESOLVED, that the Professional's response to the request for Professional Services shall be placed on file with this resolution and a copy of the contract/retainer agreement entered into; and

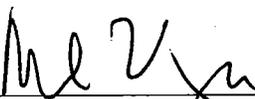
BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

......*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on February 10, 2014.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

<input checked="" type="checkbox"/> Vote Record - Resolution 3306						
<input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Withdrawn <input type="checkbox"/> Tabled <input type="checkbox"/> Approved <input type="checkbox"/> Approved by Consensus <input type="checkbox"/> Not Discussed <input type="checkbox"/> Tabled with No Vote <input type="checkbox"/> Discussed <input type="checkbox"/> Veto by Mayor <input type="checkbox"/> Approved No Vote <input type="checkbox"/> Deferred			Yes/Aye	No/Nay	Abstain	Absent
	Elias N. Chalet		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nicholas Joanow		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Carlos Bernard		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Wartyna Davis		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Joseph Lopez		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Carlos Pomares		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Michael J. Venezia		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RISK MANAGEMENT CONSULTANTS AGREEMENT

THIS AGREEMENT entered into this 21 day of Feb, 2014, between the TOWNSHIP OF BLOOMFIELD (hereinafter referred to as GOVERNING BODY and FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC., (hereinafter referred to as the CONSULTANT.)

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required by GARDEN STATE MUNICIPAL JOINT INSURANCE FUND (JIF), and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on Feb 10, 2014, and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a. Assist the GOVERNING BODY in identifying its Insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - b. Assist the GOVERNING BODY in understanding the various coverages available from the JIF.
 - c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY'S authorization, place such coverages outside the FUND.
 - d. Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the Insurer, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e. Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.
 - f. Review the GOVERNING BODY'S assessment as prepared by the FUND, assist the GOVERNING BODY in the preparation of its annual insurance budget.
 - g. Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the

safety objectives and goals of the GOVERNING BODY and the FUND.

- h. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.
- i. Perform any other risk management related services required by the FUND.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

a. 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 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.

b. 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.

c. 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.

d. 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.

e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

f. 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, 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.

g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

h. 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.

i. The contractor and its subcontractor 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.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a. The CONSULTANT shall be paid a fee as compensation for services rendered an amount equal to SIX percent (6%) of the GOVERNING BODY'S annual assessment as promulgated by the JIF. Said fee shall be paid to the CONSULTANT by the JIF within thirty (30) days of payment of the GOVERNING BODY'S assessment.
- b. For any insurance coverages authorized by the GOVERNING BODY to be placed outside the FUND, the brokerage commissions paid to the CONSULTANT will come from the insurance company. The premiums for said policies shall not be added to the JIF's assessment in computing the fee outlined in 2(a).
- c. If the GOVERNING BODY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid

by the GOVERNING BODY a fee at the rate of \$TBD per hour, in addition to actual expenses incurred.

3. The term of this Agreement shall be for ONE (1) year(s).

ATTEST:

Louise M. Palagan

FOR GOVERNING BODY:

Carl M. Eisenberg

ATTEST:

Patricia A. Holmes

CONSULTANT:

[Signature]
**FAIRVIEW INSURANCE AGENCY
ASSOCIATES, INC.**

RISK MANAGEMENT CONSULTANTS AGREEMENT

THIS AGREEMENT entered into this 21 day of Feb, 2014, between the TOWNSHIP OF BLOOMFIELD (hereinafter referred to as GOVERNING BODY and FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC., (hereinafter referred to as the CONSULTANT.)

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required by GARDEN STATE MUNICIPAL JOINT INSURANCE FUND (JIF), and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on Feb 10, 2014, and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a. Assist the GOVERNING BODY in identifying its Insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - b. Assist the GOVERNING BODY in understanding the various coverages available from the JIF.
 - c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY'S authorization, place such coverages outside the FUND.
 - d. Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the Insuror, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e. Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.
 - f. Review the GOVERNING BODY'S assessment as prepared by the FUND, assist the GOVERNING BODY in the preparation of its annual insurance budget.
 - g. Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the

FEB 26 REC'D

by the GOVERNING BODY a fee at the rate of \$TBD per hour, in addition to actual expenses incurred.

3. The term of this Agreement shall be for ONE (1) year(s).

ATTEST:

Louise M. Palagan

FOR GOVERNING BODY:

Carl M. Eversberg

ATTEST:

Patricia A. Holmes

CONSULTANT:

[Signature]
**FAIRVIEW INSURANCE AGENCY
ASSOCIATES, INC.**