

PUBLIC NOTICE

HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
6024 KEN SCULL AVENUE, MAYS LANDING, NJ 08330

NOTICE OF SOLICITATION
REQUEST FOR QUALIFICATIONS FOR A RISK MANAGEMENT CONSULTANT

Notice is hereby given that pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (New Jersey Pay to Play Law), the Hamilton Township Municipal Utilities Authority (HTMUA), Township of Hamilton, County of Atlantic and State of New Jersey is seeking Request For Qualifications (RFQs) for a Risk Management Consultant (RMC) under a fair and open process. The RMC agreement shall be for the period beginning January 1, 2012 and ending December 31, 2012.

The RMC RFQ and a copy of the proposed Risk Management Consultant Agreement are on file in the Administrative Building of the HTMUA located at 6024 Ken Scull Avenue, Mays Landing, NJ 08330 and may be downloaded from the HTMUA website www.htmua.com.

RMC RFQs will be opened at 4:00 PM on Tuesday, December 6, 2011 at the Administrative Building of the HTMUA located at 6024 Ken Scull Avenue, Mays Landing, NJ 08330. The Deputy Executive Director must receive all RMC RFQs no later than the opening date and time. Any RMC RFQs received after said time, whether by mail or otherwise, will be returned unopened. RMC RFQs shall be submitted in sealed envelopes with “**RISK MANAGEMENT CONSULTANT RFQ**” clearly marked on the outside of the envelope. RMC RFQs may NOT be faxed, transmitted over the telephone or emailed. The Authority assumes no responsibility for the delays in any form of carrier, mail or delivery service causing the RMC RFQ to be received at the Authority later than the above referenced scheduled time.

If awarded a contract, your company/firm shall be required to comply with the equal employment opportunity requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**.

All questions concerning this notice must be addressed to the Deputy Executive Director at the above noted address. The decision of the HTMUA as to what constitutes a fair and open process shall be final.

Nancy Camey
Deputy Executive Director

REQUEST FOR QUALIFICATIONS – RISK MANAGEMENT CONSULTANT
HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
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The Hamilton Township Municipal Utilities Authority (HTMUA) is soliciting Request for Qualifications (RFQs) pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (New Jersey Pay to Play Law). It is the intent of the HTMUA to award a Risk Management Consultant Agreement under a “fair and open process”. Interested parties may submit statements of qualifications to the HTMUA Deputy Executive Director no later than 4:00 PM on Tuesday, December 6, 2011 at 6024 Ken Scull Avenue, Mays Landing, New Jersey 08330. All statements of qualifications shall include at a minimum the following information:

1. Names of individuals who will perform the required tasks:
 - A. Identify the person who will be primarily responsible for the services required by the HTMUA and provide a description of the education and experience of the primary person with projects and issues similar to those that will be undertaken and performed on behalf of the HTMUA. Please provide a resume(s).
 - B. Identify persons who will serve as a backup to the primary person and attach a resume.
2. List of professional references:
 - A. Provide names, addresses and telephone numbers of persons who can verify the professional experience and record of success.
3. Ability to provide services in a timely manner:
 - A. Describe your ability to perform the services of a Risk Management Consultant.
 - B. Identify the business addresses of the key staff personnel who will be responsible for providing the services under the contract.
 - C. Identify key business equipment and software that will facilitate the performance of tasks undertaken on behalf of the HTMUA.

BASIC CRITERIA FOR RISK MANAGEMENT CONSULTANT

1. Experience: Have at least five (5) years of risk management consulting experience with a municipal or governmental joint insurance fund.
2. License: Be a licensed insurance agent in the State of New Jersey.
3. Comply with the equal employment opportunity requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Attachment B)**.

FAIR AND OPEN PROPOSAL AWARD CRITERIA/QUALIFICATION EVALUATION

The HTMUA will utilize a fair and open process to evaluate the RFQs. The decision of the HTMUA as to what constitutes a fair and open process shall be final. The governing body of the Hamilton Township Municipal Utilities Authority will evaluate the RFQs based on the following criteria:

1. History, experience and reputation in performing professional work in the applicable field;
2. Qualification and experience of personnel;

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3. Knowledge of the Hamilton Township Municipal Utilities Authority and the subject matter to be addressed under the RMC Agreement;
4. Availability to accommodate any required meetings of the agency;
5. Availability of personnel, facilities, equipment and other resources;
6. Demonstration of financial stability and sufficient financial resources to meet obligations under the professional services contract(s);
7. Compensation proposal;
8. Other factors if demonstrated to be in the best interest of the Hamilton Township Municipal Utilities Authority.

RISK MANAGEMENT CONSULTANT CONTRACT

The HTMUA will utilize the standard Risk Management Consultant contract as provided in Attachment A. The selected Risk Management Consultant will also be required to comply with the equal employment opportunity requirements of **N.J.S.A. 10.5-31 et seq. and N.J.A.C. 17:27** (Attachment B).

Attachment A

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2012 between the Hamilton Township MUA (hereinafter referred to as the AUTHORITY) and _____ (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the AUTHORITY professional risk management consulting services as required in the bylaws of the New Jersey Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Funds, and;

WHEREAS, the AUTHORITY desires these professional services pursuant to the resolution adopted by the governing body of the AUTHORITY at a meeting held December 14, 2011 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 AUTHORITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b)** Assist the AUTHORITY in understanding the various coverages available from the NJ Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
 - c)** Review with the AUTHORITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the AUTHORITY's authorization, place such coverages outside the FUND.
 - d)** Assist the AUTHORITY in the preparation of applications, statements of values, and similar documents requested by the FUND, 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 AUTHORITY.
 - f)** Review the AUTHORITY's assessment as prepared by the FUND and assist the MUNICIPALITY or AUTHORITY 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 AUTHORITY 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's bylaws.

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

Attachment A

RISK MANAGEMENT CONSULTANT'S AGREEMENT

- a) The CONSULTANT shall be paid by the AUTHORITY a fee as compensation for services rendered, an amount equal to XXX percent (X%) of the AUTHORITY's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the AUTHORITY's assessment.
 - b) For any insurance coverages authorized by the AUTHORITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).
 - c) If the AUTHORITY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the AUTHORITY a fee at the rate of \$_____ per hour, in addition to actual expenses incurred.
3. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

ATTEST:

AUTHORITY:

ATTEST:

CONSULTANT:

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY RISK MANAGEMENT CONSULTANT PROFESSIONAL SERVICES CONTRACTS

During the performance of this PROFESSIONAL SERVICES 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but are not 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with 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 does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruiting 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 personal testing confirms 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 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 subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**