

**PROPOSAL FOR BROKER OF RECORD  
HEALTH BENEFITS INSURANCE**

**PURPOSE:**

The City of Garfield is accepting request for qualifications for a Broker of Record to administer, manager, broker various Health Benefits Insurance Packages for all City Employees. The Broker of Record shall be awarded by the City of Garfield Mayor and Council in December 2015 for the year 2016. The City of Garfield is trying to achieve the following:

1. Increase effectiveness and efficiency of the City's ability to broker the best premium and coverage for its employees.
2. Reduce the operating costs of the City.
3. Utilize the latest experience and other factors in which i.e. Horizon Blue Cross/Blue Shield will bid on the City's Health Benefit Coverage.
4. Prepare and assist in the preparation of the Affordable Care Action requirements.
5. The City reserves the right to:
  1. Reject all bids and proposals and requests for qualifications
  2. Terminate the broker of record relationship at any point in time.

All brokers wishing to propose these services must submit the Broker of Record Qualifications, and the Request for Qualifications package can be picked up at the City Clerk's Office located at 111 Outwater Lane, Garfield, NJ 07026. The sealed proposal must be returned to the attention of:

Roy Riggitano, CFO  
City of Garfield  
111 Outwater Lane  
Garfield, NJ , NJ 07026

**No later than December 2, 2015 at 11:00 A.M.**



**CITY OF GARFIELD**

**REQUEST FOR QUALIFICATIONS: HEALTH INSURANCE BROKER**

**Contract Term:**

January 1, 2016 through December 31, 2016

**SUBMISSION DEADLINE:**

11:00 AM December 2, 2015

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**ADDRESS ALL PROPOSALS TO:** Roy Riggitano  
Garfield City Hall  
111 Outwater Lane  
Garfield, NJ 07026

## **SECTION 1: GENERAL INFORMATION & SUMMARY**

### **1.1 Organization Requesting Qualifications:**

City of Garfield  
111 Outwater Lane  
Garfield, NJ 07026

### **1.2 Contact Person:**

Roy Riggitano, Chief Financial Officer  
City of Garfield  
111 Outwater Lane  
Garfield, NJ 07026  
973-340-2000

### **1.3 Procurement Process**

This contract will be awarded pursuant to the "fair and open" process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq. Qualifications will be evaluated in accordance with the criteria set forth in this Request for Qualifications (RFQ). The governing body will approve a resolution awarding a contract to the consultant for a sum not to exceed a specified amount. The contract will be awarded as an extraordinary unspecifiable services (EUS) contract pursuant to N.J.S.A. 40A:11-5(1)m.

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### **1.4. Contract Form**

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFQ with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions. It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

### **1.5 Submission Deadline**

Submission deadline Qualifications Statements must be submitted to, and be received by the City, via mail or hand delivery, by 11:00 a.m. prevailing time on December 2, 2015. Qualifications Statements will not be accepted by facsimile transmission or e-mail. Any and all Qualification Statements not received by the City by 11:00 a.m. prevailing time on December 2, 2015 will be rejected.

### **1.6 Opening of Qualifications Statements**

Qualifications Statements shall be opened in public at 11:00 a.m. prevailing time on December 2, 2015 at Garfield City Hall, 111 Outwater Lane, Garfield, NJ 07026.

## 1.7 Definitions

The following definitions shall apply to and are used in this Request for Qualifications (RFQ):

"City" - refers to the City of Garfield

"RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Statement of Qualifications.

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Statement of Qualifications.

"Vendor" or "Vendors" - refers to the interested persons and/or firm(s) that submit a Statement of Qualifications.

## 1.8 Submission Address

All Qualifications Statements should be sent to:

Roy Riggiano  
Garfield City Hall  
111 Outwater Lane  
Garfield, NJ 07026

## SECTION 2: INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction and Purpose

The City is soliciting Qualification Statements from interested persons and/or firms for the provision of health insurance broker services, as more particularly described herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The City will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all information required to be included as described herein (in the sole judgment of the City).

The City intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

## **2.2 Procurement Process and Schedule**

The selection is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq. The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ.

Qualification Statements will be evaluated in accordance with the criteria set forth in Section 6 of this RFQ, which will be applied in the same manner to each Qualification Statement received. Qualification Statements will be reviewed and evaluated by the City's Business Administrator and/or his designee(s). The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Chief Financial Officer will determine which Respondents are qualified (professionally, administratively and financially). The contract will be awarded as an extraordinary unspecifiable services (EUS) contract pursuant to N.J.S.A. 40A:11-5(1)m.

## **2.3 Conditions Applicable to RFQ**

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- This document is an RFQ and does not constitute a Request for Proposals (RFP).
- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- The City reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
- The City reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- All Qualification Statements shall become the property of the City and will not be returned.
- All Qualification Statements will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
- The City may request Respondents to send representatives to the City for interviews.

## **2.4 Rights of City**

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- To waive any technical non-conformance with the terms of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.
- To suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The City shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

## **2.5 Addenda or Amendments to RFQ**

During the period provided for the preparation of responses to the RFQ, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the Qualification Statement submission date.

## **2.6 Cost of Qualification Statement Preparation**

Each Qualification Statement and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Qualification Statement or for participating in this procurement.

## **2.7 Qualification Statement Format**

Qualification Statements must cover all information requested in this RFQ. Qualification Statements which in the judgment of the City fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

## **SECTION 3: SCOPE OF SERVICES**

### **3.1 General**

It is the intent of the City to solicit Qualification Statements from Respondents that have expertise in the provision of professional services as described below and as set forth in the attached Notice of Solicitation for Responses. Respondents must demonstrate that they will have the continuing capabilities to perform the following services:

### **3.2 Consulting Services**

Consulting services to be provided include but are not limited to:

- Review City's health benefits (i.e., medical, dental, optical, chiropractic, and prescription drug programs) and assess opportunities for improvements in cost savings and services provided.
- Provide technical assistance to reduce the overall cost of providing these benefits through a variety of means including developing effective negotiations strategies to expeditiously reduce the absolute cost of health insurance benefits.
- Make recommendations for changes in programs with the objective of providing better services and lower costs.
- Provide assistance and guidance in the selection and implementation of new programs and/or changes to existing programs.
- Provide Business Administrator with reasonable preliminary renewal figures during the budget process.
- Access to senior level consulting services on a 24/7 basis.
- Access to internal attorney to attorney consulting support services.
- Assist with claims and other various administration issues such as enrollment changes and regulations such as OBRA, HIPPA and FMLA

### **3.3 Negotiating Services**

Negotiating services to be provided include but are not limited to:

- Negotiating annual renewal of existing coverage including soliciting multiple or alternative proposal coverage
- Provide collective bargaining assistance regarding health insurance changes

### **3.4 Employee Services**

Employee services to be provided include but are not limited to:

- Provide full services regarding open enrollment, new employee orientation, and support services. Representative must respond to all employee issues and questions in a timely manner regarding their medical benefits
- Provide a client call center/help desk to assist employees with resolving any plan participants' health insurance related issues
- Provide assistance in creating and/or educating employees about available wellness programs

- Provide Employer Service Center for handling City eligibility/enrollments, mailing services, etc.
- Provide communications such as brochures, posters, and other communication pieces
- Assist the City in evaluating and settling employee grievances relating to health benefits issues

### **3.5 Term of Contract**

This contract will awarded for a term of 1 year beginning on January 1, 2016 and ending on December 31, 2016.

### **3.6 Compensation**

The compensations for the selected shall not exceed \$85,000.00.

## **SECTION 4: SUBMISSION REQUIREMENTS**

### **4.1 General Requirements**

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this RFQ 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 Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

### **4.2 Administrative Information Requirements**

The Respondent shall, as part of its Qualification Statement, provide the following information:

- A. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
  - B. An executed Letter of Qualification. (Sample letter in Section 6)
  - C. Name, address, and telephone number of the Respondent submitting a Qualification Statement pursuant to this RFQ, and the name of the key contact person.
  - D. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
1. Provide the names and business addresses of all Principals of the Respondent submitting the Qualification Statement. For purposes of this RFQ, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm. (Sample form in Section 6)
  2. If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents'

approval rights over the activities of the Respondent submitting a Qualification Statement. Describe the approval process.

3. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership joint venture or similar organization.
  4. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance. (Sample forms in Section 6)
- E. The number of years Respondent has been in business under the present name.
  - F. The number of years Respondent has been under the current management.
  - G. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
  - H. Confirm appropriate federal and state licenses to perform activities.
  - I. An executed letter of intent. (Sample letter in Section 6).
  - J. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

#### **4.3 Professional Information Requirements**

- A. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:
  1. Description and scope of work by Respondent.
  2. Name, address and contact information of references.
  3. Explanation of perceived relevance of the experience to the RFQ.
- B. Brief description of Respondent's relevant clients including municipal government clients during the last five (5) years.
- C. Resumes of key employees.
- D. Names and resumes of staff who will be assigned to provide services to the City if the City awards a contract to Respondent.
- E. A narrative statement of the Respondent's understanding of the City's needs and goals. This narrative should also describe the respondent's proposed project plan.
- F. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
- G. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients

of the similar services must be provided. The City may obtain references from any of the parties listed.

- H. Respondents must demonstrate a proven record of providing broker services to municipalities and/or other public sector entities of similar size and complexity to the City of Garfield.

#### **4.4. Submission of Qualification Statements**

Respondents must submit an original and two (2) copies of their Qualification Statement to the Designated Contact Person. Qualification Statements must be received by the City no later than 11:00 a.m. prevailing time on December 2, 2015 and must be mailed or hand-delivered to the Garfield City, 111 Outwater Lane, Garfield, NJ 07026. Qualification Statements forwarded by facsimile or e-mail will not be accepted. To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, and signed and acknowledged by the Respondent.

### **SECTION 5: EVALUATION**

The City's objective in soliciting Qualification Statements is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of the City of Garfield. ~~The City will consider Qualification Statements only from Respondents~~ that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFQ.

#### **5.1 Evaluation criteria**

Qualification statements will be evaluated by the City on the basis of which is the most advantageous, price and other factors considered. The evaluation will consider:

- A. Experience and reputation in the field; and
- B. Knowledge of health benefits insurance; and
- C. Availability to accommodate the required meetings of the City; and
- D. Brokerage experience and results in the public sector; and
- E. Other factors demonstrated to be in the best interest of the City.

#### **5.2 Selection of qualified vendor(s)**

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ. The City will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ. The City will make the award(s) that is in the best interest of the City. Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted. The City reserves the right to not select any of the Qualification Statements. The City shall not be obligated to explain the results of the evaluation process to any Respondent

**SECTION 6: REQUIRED ADMINISTRATIVE FORMS**

Please place the checklist and the required forms which follow at the front of your proposal to facilitate the City's review.

**CITY OF GARFIELD**

**PROJECT: Health Insurance Broker Services**

**RESPONDENT:** \_\_\_\_\_

**RESPONDENT'S CHECKLIST**

<b>Item</b>	<b>Respondents Initials</b>	<b>Administration Review</b>
A. Letter of Qualification		
B. Non-Collusion Affidavit properly notarized		
C. Public Disclosure Statement		
D. Political Disclosure Form		
E. Mandatory Affirmative Action Language		
F. Business Registration Certificate		
G. Letter of intent		
H. Original signature(s) on all required forms.		

LETTER OF QUALIFICATION

Note: To be typed on Respondent's Letterhead.  
No Modifications may be made to this letter.

[insert date]

Attn: Roy Riggitano  
Garfield City Hall  
111 Outwater Lane  
Garfield, NJ 07026

Dear Mr. Riggitano:

The undersigned have reviewed the Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Garfield (City), dated [insert date], in connection with the City's need for Health Insurance Broker Services.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

\_\_\_\_\_  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
(Signature of Chief Financial Officer)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name of Firm)

\_\_\_\_\_  
(Typed Name of Firm)

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am \_\_\_\_\_

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

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20\_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned

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

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



(REVISED 4/13)

**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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

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

## LETTER OF INTENT

**Note: To be typed on Respondent's Letterhead. No Modifications may be made to this letter.**

**[insert date]**

Attn: Roy Riggitano  
Garfield City Hall  
111 Outwater Lane  
Garfield, NJ 07026

Dear Mr. Riggitano:

The undersigned as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the City of Garfield (City), dated [insert date], in connection with the City's need for Health Insurance Broker Services.

**Name of Respondent** HEREBY STATES

- ~~1. The Qualification Statement contains accurate, factual and complete information.~~
2. **(Name of Respondent)** agrees (agree) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. **(Name of Respondent)** acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **(Name of Respondent)** hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. **(Name of Respondent)** declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. **(Name of Respondent)** acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ..
7. **(Name of Respondent)** acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

\_\_\_\_\_  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name of Firm)

\_\_\_\_\_  
Dated