
CITY OF LINDEN

**REQUEST FOR PROPOSALS FOR
THE PROVISION OF
RETIREMENT PLANNING SPECIALIST SERVICES
“I.N.G”**

SUBMISSION DEADLINE

**March 3, 2010
Purchasing Office room #202
9:30 A.M.**

One (1) Original and Four (4) Copies

ADDRESS ALL PROPOSALS TO:

**Ann Marie Whelan, Purchasing Agent
City of Linden
301 North Wood Avenue
Linden, NJ 07036
908-474-8443**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

CITY OF LINDEN
301 NORTH WOOD AVENUE
LINDEN, NJ 07036

CONTACT PERSON

ANN MARIE WHELAN
PURCHASING AGENT
301 NORTH WOOD AVENUE
3RD FLOOR
ROOM #202
LINDEN, NJ 07036
908-474-8443 OR 908-474-8444

SEALED PROPOSALS

Proposer must submit one (1) original and four (4) copies of original in a sealed envelope labeled “Retirement Planning Specialist Services” addressed in accordance with the front cover of this document.

INQUIRIES

All inquiries regarding the Request for Qualifications must be submitted in writing to the contact person listed above no later than three (3) business days before the opening of proposals. Questions may be faxed to 908-474-8455

PURPOSE OF REQUEST

The City of Linden is requesting proposals from qualified individuals and firms to provide retirement planning services of a specialized nature to the City. Proposals will be evaluated in accordance with the criteria set forth in this RFP. One or more individuals/firms may be selected to provide services.

PERIOD OF CONTRACT

MARCH 2010 - DECEMBER 31, 2010

CONTRACT FORM

The successful proposer shall be required to execute the City’s form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft City form contract is available upon request.

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.

**DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSALS FOR
RETIREMENT PLANNING SPECIALIST SERVICES**

1. CITY OF LINDEN FACTS AND FIGURES – The City of Linden is a municipal governmental entity. The City was incorporated in 1925. The Legislative responsibilities of the City of Linden is vested in the elected eleven-member City Council. The Governing Body sets policy, adopts the operating and capital budgets for the City, enacts ordinances and sets the direction of how the City of Linden will provide government services. The Mayor is the City’s chief executive officer and carries out the policies adopted by the Governing Body.

2. NATURE/ SCOPE OF SERVICES – The City of Linden is requesting proposals for a Retirement Planning Specialist to serve as the Broker and Liaison *with the current insurance company, ING*, providing the Union City 457b Deferred Compensation Plan. The Retirement Planning Specialist will have a close working relationship with the provider as well as the City employee participants and the Department of Administrative Services.

The Retirement Planning Specialist will be required to perform, but not limited to, the following services:

- Assist current city plan participants with investment objectives and retirement goals;
- Assist and represent carrier in various roles, which may include the enrollment of new applicants;
- Provide a consistent presence and availability for City employees at various locations and facilities;
- Allow new retirees the opportunity to discuss and implement various retirement options;
- Hold yearly plan review meetings with carrier and provide the City with an evaluation of plan effectiveness including fees and costs to participants and overall fund and company performance.

3. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL - Proposers should submit a technical proposal which contains the following:

- F.** The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- G.** Proposer must have a minimum of fifteen (15) years of experience in retirement planning and investment services.
- H.** The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles. The proposer **MUST** possess both an Agency License and Individual Licenses for those persons who would be assigned to provide services to the City from the New Jersey Department of Banking Insurance.

The proposer MUST also possess the proper licenses to handle qualified retirement programs such as group annuities

- J.** A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include any public or private sector work. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed;
- K.** A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
- L.** An Affirmative Action Statement(Page 11 lists the acceptable documents that may be submitted);
- M.** A completed Non-Collusion Affidavit (copy of form attached);
- N.** A completed Owner Disclosure Statement (copy of form attached);
- O.** A statement that the proposer will comply with the General Terms and Conditions required by City and enter into the City's standard Professional Services Contract;
- P.** A copy of the proposer's Business Registration Statement(sample attached page 10);
- Q.** A completed Partnership Disclosure Statement;

4. COST PROPOSAL - Proposers should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s) or if the consultant/broker will not charge for services provided because work is done on commission. The City does not provide payment for or reimbursement for travel expenses.

5. PROPOSAL EVALUATION – The City will select the most advantageous proposals based on all of the evaluation factors set forth at the end of this RFP. The City will make the award(s) that is in the best interest of the City.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The successful proposer shall be determined by an evaluation of the total contents of the proposal submitted. The City reserves the right to:

- a.** Not select any of the proposals;
- b.** Select only portions of a particular proposer's proposal for further consideration;

(However, proposers may specify portions of the proposal that they consider “bundled”.)

- c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal; every proposal should be valid through this time period.

The City shall not be obligated to explain the results of the evaluation process to any proposer.

The City may require proposers to demonstrate any services described in their proposal prior to award.

6. PROPOSAL LIMITATIONS - This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFP. The City reserves the right at the City’s sole discretion to refuse any proposal submitted.

7. USE OF INFORMATION - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like (“Information”) furnished or disclosed by the City to the proposer in connection with this RFP shall remain the property of the City. When in tangible form, all copies of such information shall be returned to the City upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the City or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

8. GENERAL TERMS AND CONDITIONS –

- A. The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.
- B. In case of failure by the successful proposer, the City of Linden may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract and hold the proposer responsible for any excess cost occasioned thereby.
- C. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability. The proposer shall also maintain Errors & Omissions insurance.
- D. Each proposal must be signed by the person authorized to do so.
- E. The contract shall be in effect through December 31, 2010 unless otherwise stated.

- F.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.
- G.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and number or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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, sex or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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, sex or handicap; (c) 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.
- H.** By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
- I.** No proposer shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- J.** No proposer shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.

- K.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City Council's decision shall be final and conclusive.
- L.** The City of Linden shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- M.** The checklist, affidavits, notices and the like presented at the end of this Request for Proposals are a part of this Request for Proposals and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD
(To be completed by City evaluation committee)

EVALUATION FACTORS

- A. Relevance and Extent of Qualifications, Experience, Reputation and Training of
 Personnel to be assigned

- B. Knowledge of the City of Linden and the subject matter to be addressed under this
 engagement

- C. Relevance and Extent of Similar Engagements performed

- D. Technical Proposal contains all required information

- E. Reasonableness of Cost Proposal

REQUEST FOR QUALIFICATION CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL: A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

Please initial below, indicating that your proposal includes the itemized document.

INITIAL BELOW

- A. An original and four (4) signed copy of your complete proposal. _____
- B. Non-Collusion Affidavit properly notarized _____
- C. Owners Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. _____
- D. Authorized signatures on all forms. _____
- E. Business Registration Certificate(s)
(see page 10, Exhibit A, for acceptable documents) _____
- F. Partnership Disclosure Statement _____
- G. Affirmative Action Statement _____

The City will accept one for the following: *Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report or Employee Information Report Form AA302.*
See pages 11-12 for more information.

Note: N.J.S.A 52:32-44 provides that the City shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

NAME OF PROPOSER:

Person, Firm or Corporation

BY: _____ (NAME) _____ (TITLE)

EXHIBIT A

BUSINESS REGISTRATION CERTIFICATE

A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or

A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

Acting Director
J.P. S. Tully

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

-or-

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

EXHIBIT B
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)

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 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 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 for the 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 City employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable City 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 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.

Exhibit B (Continued)

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, *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 Division of Contract Compliance and 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.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF UNION
CITY OF LINDEN

ss:

I AM _____

OF THE FIRM OF _____

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE CITY OF LINDEN RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDED THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER.
(N.J.S.A.52: 34-25)

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____.

OWNER DISCLOSURE INFORMATION

Set forth below are the names and addresses of all owners of 10% or more of the proposing business

Name: _____	Name: _____
Address: _____	Address: _____
_____	_____ Na
me: _____	Name: _____
Address: _____	Address: _____
_____	_____ Na
me: _____	Name: _____
Address: _____	Address: _____
_____	_____ Na
me: _____	Name: _____
Address: _____	Address: _____
_____	_____ Na
_____	_____
_____	NAME OF BUSINESS ENTITY

SIGNATURE _____ TITLE _____

Notary Public of _____

My Commission Expires: _____, 20____.

PARTNERSHIP DISCLOSURE STATEMENT

(To be submitted with proposal)

(a) Is or was anyone in your firm or company a member of the City of Linden within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.

Yes _____ No _____

_____	_____	_____
Name	Position	Relationship

(b) Has any principal/partner of your firm been convicted of a indictable offense? If yes, then please provide further explanation and copies of any relative documents.

Yes _____ No _____

_____	_____
Name	Date

(c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes _____ No _____

Name Position Term
Reason for censure:

(d) Has the firm been found liable for professional malpractice in the last 5 years?

Yes _____ No _____

Reason for Action:

(e) Has any member of your firm ever been barred from doing business with any state, City or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.

Yes _____ No _____

Name State, City or Municipality Date
Government

(f) Has your firm sued the City of Linden in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes _____ No _____

Name Date