

REQUEST FOR QUALIFICATIONS

HEALTH INSURANCE BROKER

TOWNSHIP OF MANTUA



**SUBMISSION DEADLINE
AT WHICH TIME PROPOSALS WILL BE OPENED IS**

**December 3, 2024
3:00 P.M.**

ADDRESS ALL PROPOSALS TO:

Township of Mantua
Attn: Jennica Bileci, Township Administrator
401 Main Street
Mantua, NJ 08051

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

Township of Mantua
401 Main Street
Mantua, NJ 08051

CONTACT PERSON

Please direct all questions in writing to:

Township of Mantua
401 Main Street
Mantua, New Jersey 08051
Attention: Jennica Bileci, Business Administrator
Phone: (856) 468-1500
E-Mail: jbileci@mantuatownship.com

PURPOSE OF REQUEST

The Township of Mantua desires to appoint a Health Insurance Broker who shall assist the Township with managing their current health insurance plan with reviewing and recommending cost effective plans and negotiate rate renewals.

PERIOD OF CONTRACT

One (1) year from date of award.

CONTRACT FORM

The successful proposer shall be required to execute the Township's form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

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 Township arising out of, or by reason of, the work done and materials furnished under this Contract.

DETAILED REQUIREMENTS OF THEREOUEST FOR PROPOSAL
FOR
HEALTH INSURANCE BROKER

Purpose:

The following procedures are designated to provide for a fair and open process in awarding professional services based on qualifications, merit and cost effectiveness through accessible advertising. Services include annual appointments and day-to-day programs, projects and contracts.

Scope of Services: HEALTH INSURANCE BROKER

Any persons or firms interested in providing professional services to the Township of Mantua (“Township”) as defined in the New Jersey Statutes, *N.J.S.A. 40A:11-2(6)*.

Appointment of Health Insurance Broker.

The Health Insurance Broker shall be appointed by the Township Committee (hereinafter “Committee”) by a majority vote of a quorum of its members and shall serve for a term of one (1) year from the first day of January of the year of their appointment and until a successor has been appointed and qualified. The Health Insurance Broker shall be a New Jersey licensed insurance agent or broker with demonstrated prior experience in the management of public entity health insurance accounts.

Duties. The Health Insurance Broker (hereinafter the “Broker”) shall:

The successful broker will provide the following services:

- Market health insurance providers if requested by client
- Collective Bargaining Consulting, meetings, etc.
- Advise client on any grievances pertaining to group insurance
- Provide state and federal legislative insurance updates
- Ensure COBRA, HIPAA, CH. 375 employer compliance
- Provide Ongoing Enrollment Addition/Termination Services
- Manage the reimbursement of Medicare D. Pay for the attestation
- Assist in preparing documentation to comply with GASB 45
- Manage employee claims issues with the service providers
- Conduct employee benefit education sessions
- Negotiate rate changes with service providers
- Review changes of service and recommend plan designs and changes

Applicants' Responsibility in Responding to Township's Request For Proposals for Professional Services

The applicant/proposer shall in response to the Township's Request for Proposals, at a minimum, include the following information:

1. Name and location of firm.
2. Number of years the firm has been in business of dealing with New Jersey Public Entities.
3. The number of total employees dedicated to servicing group health insurance clients- total number of service employees who hold a license in the life and medical authorities.
4. Please highlight the employees of your firm that will be assigned to Mantua Township.
5. Please provide a minimum of 5 current NJ Public Entities as references for the health and prescription insurance brokerage services that you are proposing on. Lines of coverage for each reference must be included. Ancillary lines of coverage, such as Dental or Prescription may, of course, be included. All references will be checked and verified.
6. Describe the proposed management of the account as specifically as possible. Your response must indicate that overall coordination of the account will be placed with an identified account manager. The individual's functions should be clearly described and any support personnel should also be identified and their role defined.

Submission:

The applicant/proposer shall submit one (1) copy of their proposal for review and consideration by the Township Administrator and Township Committee.

Each proposal must contain:

1. Name, qualifications and experience of principal who will oversee the relationship.
2. Name and qualifications of any other individual who may assist the principal in #1 above.
3. Fee schedule.
4. Statement of Availability to perform work outlined in the Scope of Services.
5. Copy of Business Registration Certificate.
6. Insurance Documentation: Insurance for professional liability/malpractice coverage with limits as to liability acceptable to the Township.
7. Law Against Discrimination and Affirmative Action. The applicant/proposer as a "professional" shall file a statement as to compliance with *N.J.S.A. 10:5-1 et seq.* (Laws Against Discrimination) and P.L. 1975, c.127 (Affirmative Action).
8. Non-Collusion Affidavit.

Basis for Award of Contract/Agreement for Professional Services

The Township shall award all professional service contracts or agreements based on qualification, merit and cost competitiveness. Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity.
2. Experience and references.
3. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.
4. Cost Competitiveness.
5. The Township reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the applicant's/proposer's proposal.
6. All awards or waivers will be by resolution acted on by the Township Committee at a Township meeting.
7. For annual appointments, the Township Committee, Township Administrator and Administrative staff will conduct a performance review a minimum of once per year in late November, early December.
8. All awards are subject to availability of funds.
9. This policy will include, but not be limited to, all of the above listed requirements.

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

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

**A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS
IS CAUSE FOR REFUSAL**

INITIAL
BELOW

- | | |
|---|-------|
| A. An original with Two (2) signed copies of your complete proposal. | _____ |
| B. Non-Collusion Affidavit properly notarized | _____ |
| C. Stockholder Disclosure Certification | _____ |
| D. Authorized signatures on all forms. | _____ |
| E. Disclosure of Contributions to NJ ELEC | _____ |
| F. Business Registration Certificate(s) Must be submitted prior to award | _____ |

Note: N.J.S.A 52:32-44 provides that the Township 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 for the State of New Jersey, 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

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, 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted Township employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted Township 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 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, 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 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.**

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the **owner shall** expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

Signature

Date

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION
LAW ENFORCEMENT COMMISSION
IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27**

STATE OF NEW JERSEY

COUNTY OF _____ : SS

I, _____ of the _____ of _____
in the County of _____ and the State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____, a _____
(Name) (Title, Position, etc.)
in the firm of _____ the bidder making the
proposal to _____
(Name of Owner)
for work under _____
(Contract No. – Description)

and that I executed the said Proposal with full Authority to do so; that said Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the

(Name of Owner)

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 or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

Signature:

Subscribed and Sworn to before me this _____ day of _____ 20_____.

Notary Public of _____

My Commission Expires: _____

