

# RESOLUTION

No. 20-621

Date of Adoption October 15, 2020

Approved as to Form and Legality

*John Morelli*

JOHN MORELLI, CITY ATTORNEY

Factual content certified by

*Adam E. Cruz*

ADAM E. CRUZ, BUSINESS ADMINISTRATOR  
Asst. CC

Councilman/woman:

presents the following Resolution:

**RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING PROCESS TO FAIRVIEW INSURANCE AGENCY TO PROVIDE HEALTH BENEFIT INSURANCE BROKER/CONSULTING SERVICES RELATED TO THE HEALTH BENEFITS FOR CITY OF TRENTON ACTIVE AND RETIREE POPULATION AT A FLAT FEE OF \$72,000.00 PER YEAR - CC2020-09**

WHEREAS, the City of Trenton, Department of Administration, Division of Personnel has a need to award a contract to an insurance brokerage firm to provide Employee Health Benefit Broker/Consulting Services related to the Health Benefits for City of Trenton active and retiree population. This contract shall be awarded for a period of one (1) year at a flat rate of \$72,000.00 per year @ \$6,000.00 per month with an option to extend two (2) one (1) year extensions;

WHEREAS, Resolution Number 08-154 and Ordinance #18-12 authorized the utilization of competitive contracting in lieu of public bidding for these services as required pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1 et. Seq and N.J.S.A. 40A:11-5; and

WHEREAS, a Competitive Contracting Request for Proposal was advertised, and five (5) proposals were received on September 1, 2020 for Employee Health Benefit Broker/Consulting Services and evaluated based on criteria that included experience and qualifications, quality of technical proposal, price proposal and responsiveness to the specifications; and

WHEREAS, the proposal of Fairview Insurance Agency, 25 Fairview Avenue, Verona, New Jersey 07044 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal as required by the Department of Administration, Division of Personnel; and

WHEREAS, funds at a flat fee of \$72,000.00 per year have been certified to be available in account number 1-01-- 80-8000-650 at \$6,000.00 per month from October 15, 2020 to June 30, 2021 at \$51,000.00 FY'21 and 2-01-- 80-8000-650 FY'22 from July 1, 2021 to October 14, 2022 @ \$21,000.00 with an option to extend two (2) one-year extensions at the same flat rate.

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Fairview Insurance Agency, 25 Fairview Avenue, Verona, New Jersey 07044 at a flat fee of \$72,000 per year at \$6,000.00 per month for the City of Trenton, Department of Administration, Division of Personnel.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY				✓	MUSCHAL	✓				MCBRIDE	✓			
CALDWELL	✓				RODRIGUEZ	✓								
WILSON	✓													
HARRISON	✓				VAUGHN	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on October 15, 2020

*Kathy McBeck*  
Kathy McBeck  
President of Council

*Adam E. Cruz*  
Adam E. Cruz  
City Clerk

**RESOLUTION # 22-006**  
**EXERCISE THE FINAL OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR TO PROVIDE HEALTH BENEFIT INSURANCE BROKER/CONSULTING SERVICES RELATED TO THE HEALTH BENEFITS FOR CITY OF TRENTON ACTIVE AND RETIREE POPULATION**  
**AWARDED TO FAIRVIEW INSURANCE AGENCY, 25 FAIRVIEW AVENUE, VERONA, NEW JERSEY 07044**  
**CC2020-09**

THE AGREEMENT made this 20TH day of JANUARY 2022, by and between the **CITY OF TRENTON**, a municipal corporation, of the State of New Jersey, with principal offices located at **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** (hereinafter the "City") and **FAIRVIEW INSURANCE AGENCY, 25 FAIRVIEW AVENUE, VERONA, NEW JERSEY 07044** (hereinafter "CONTRACTOR")

WHEREAS, Resolution Number 20-621 awarded a contract on October 15, 2020, awarded to **Fairview Insurance Agency, 25 Fairview Avenue, Verona, New Jersey 07044** to provide employee health benefit broker/consulting services related to health benefits for City of Trenton active and retiree population for a period of one (1) year from October 15, 2021 to October 14, 2021 in an amount not to exceed a flat fee of \$72,000.00 per year at \$6,000.00 per month with an option to extend year two (2) and year three (3) in an amount not to exceed a flat fee of \$72,000.00 per year at \$6,000.00 per month for the City of Trenton, Department of Administration; and

WHEREAS, pursuant to N.J.S.A. 40A-11-15 provides that service contracts may be extended for no more than one (1) two-year or (2) two one-year extensions; and

WHEREAS, the City of Trenton, Department of Administration, Division of Personnel has determined that the vendor has performed its services in a satisfactory manner and it is in the best interest of the City to extend the contract for an additional one (1) year from October 15, 2021 to October 14, 2022 awarded to **Fairview Insurance Agency, 25 Fairview Avenue, Verona, New Jersey 07044** in an amount not to exceed a flat fee of \$72,000.00 per year at \$6,000.00 per month; and

WHEREAS, the City of Trenton, Department of Administration, has determined that the vendor has performed its services in a satisfactory manner, and it is in the best interest of the City to exercise the final option to extend the contract for an additional one (1) year period from date of award to October 14, 2022 awarded to **Fairview Insurance Agency, 25 Fairview Avenue, Verona, New Jersey 07044** in an amount not to exceed a flat fee of \$72,000.00 per year at \$6,000.00 per month.

NOW THEREFORE, the parties mutually agree as follows:

1. The amount of the agreement shall be funds in an amount not to exceed **a flat fee of \$72,000.00 per year at \$6,000.00 per month** for the City of Trenton, Department of Administration for an additional one (1) year from **time of award to October 14, 2022**.
2. The Mayor is hereby authorized to exercise the final option to extend the contract for an additional one (1) year from time of award to October 14, 2022 with **Fairview Insurance Agency, 25 Fairview Avenue, Verona, New Jersey 07044** in an amount not to exceed **a flat fee of \$72,000.00 per year at \$6,000.00 per month** to provide employee health benefit broker/consulting services related to health benefits for City of Trenton active and retiree population for the City of Trenton, Department of Administration for the said purposes in the manner prescribed by law.

IN WITNESS WHEREOF, the parties have hereunto set their bands and seals the day and year first above written.

ATTEST:

CITY OF TRENTON

Witness:

*Penelope S. Edwards-Carter*  
MATTHEW H. CONLON, RMC  
MUNICIPAL CLERK

**Penelope S. Edwards-Carter**  
Assistant Municipal Clerk

*2/15/22*  
DATE

*4/14/22*

*W. Reed Gusciora*  
W. REED GUSCIORA, MAYOR

*3-8-22*  
DATE

*[Signature]*  
FAIRVIEW INSURANCE AGENCY  
25 FAIRVIEW AVENUE  
VERONA, NEW JERSEY 07044

*Michael Graham*

*Patricia A. Holmes*

PATRICIA A. HOLMES  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/1/2022



**CONTRACT**  
**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL**  
**CC2020-09**  
**RESOLUTION 20-621**

THIS CONTRACT, made this 16TH day of OCTOBER 2020 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **FAIRVIEW INSURANCE AGENCY, 25 FAIRVIEW AVENUE, VERONA, NEW JERSEY 07044** ("CONTRACTOR")

**WHEREAS**, the City has a need to provide **EMPLOYEE HEALTH BENEFIT BROKER/CONSULTING SERVICES** for the City of Trenton, Department of Administration, Division of Personnel.

**WHEREAS**, Contractor agrees to provide **EMPLOYEE HEALTH BENEFIT BROKER/CONSULTING SERVICES** in the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

**1. PROFESSIONAL SERVICES:**

The City agrees to retain **FAIRVIEW INSURANCE AGENCY, 25 FAIRVIEW AVENUE, VERONA, NEW JERSEY 07044** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Administration, Division of Personnel.

**2. SCOPE OF SERVICES**

**SEE SCOPE OF SERVICES SECTION**

**3. DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year at a flat fee of **\$72,000.00 per year @ \$6,000.00 per month from October 15, 2020 to June 30, 2021;** with an option to extend the second (2<sup>nd</sup>) year in an amount not to exceed **\$72,000.00 from July 1, 2021 to October 14, 2022** with an option to extend the third (3<sup>rd</sup>) year extension at the same flat fee.

- (a) All work performed by the must be continuous with no interruption in services to complete the project.
- (b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

**4. STATUS OF CONTRACTOR:**

It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

- 5. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

6. **INTEGRATION: Resolution #20-621** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Administration, Division of Personnel.
7. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
9. **MISCELLANEOUS PROVISIONS:**
  - a. Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. 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, affectional, gender identity or expression, sexual orientation. Such action shall include, but is 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. 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. Contractor, 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, gender identity or expression, affectional or sexual orientation.
  - c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
  - d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
  - e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies,

- f. discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. Contractor, where applicable, 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, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- h. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- i. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:
  - 1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
  - 2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
  - 3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

  
FAIRVIEW INSURANCE AGENCY  
25 FAIRVIEW AVENUE  
VERONA, NEW JERSEY 07044

11/18/2020  
DATE

Seal: Michael Graham COO

Attest: Patricia A. Holmes

PATRICIA A. HOLMES  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/1/2022

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

  
MATTHEW H. CONLON, RMC  
MUNICIPAL CLERK

CITY OF TRENTON

  
W. REED GUSCIORA  
MAYOR

12-2-2020  
DATE

11.25.2020  
DATE