



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS  
MANAGEMENT LIFE INSURANCE**

**SUBMISSION DEADLINE:**

**4:00 pm  
October 15, 2015**

**ADDRESS ALL PROPOSALS TO:**

**Peter Folgado  
Purchasing Agent  
394 Central Avenue  
Jersey City, NJ 07306  
Office Tel: 201-547-4896**

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

### **1.1 Contact Person**

Peter Folgado  
Purchasing Agent  
394 Central Avenue  
Jersey City, NJ 07307  
201-547-4896

### **1.2 Procurement Process**

This contract will be awarded as an "extraordinary unspecifiable services (EUS) agreement", as defined by the Local Public Contracts law, N.J.S.A. 40A:11-5 (1) (a) (ii), using 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.

The City Council will vote to approve a resolution awarding a contract to the Consultant whose proposal best satisfies the requirements of this Request for Proposals (RFP).

### **1.3 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 RFP 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.

### **1.4 Informational meeting**

There will not be an informational meeting for this RFP process.

### **1.5 Submission deadline**

Proposals must be submitted to, and be received by the Purchasing Agent, via mail or hand delivery, by 4:00 p.m. prevailing time on October 15, 2015. Proposals will not be accepted by facsimile transmission or e-mail.

### **1.6 Definitions**

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

"City" - refers to the City of Jersey City.

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

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

“Consultant” or “Consultants” - refers to the interested persons and/or firm(s) that submit a Proposal.

“Vendor” or “Vendors” - refers to the interested persons and/or firm(s) that submit a Proposal.

**1.7 Submission address**

All proposals should be sent to:

**Peter Folgado  
Purchasing Agent  
Division of Purchasing  
394 Central Avenue  
Jersey City, New Jersey 07307**

**SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

**2.1 Introduction and Purpose**

The City is currently soliciting quotes from life insurance companies to provide Life and Accidental Death and Dismemberment Insurance for eligible management employees.

**2.2 Fair and Open Process**

This contract will be awarded using 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.

The City has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

**2.3 Evaluation**

Proposals will be reviewed and evaluated by the City's Purchasing Agent, Business Administrator, Assistant Business Administrator and Brokers of Record for the City. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

**2.4 Procurement Schedule**

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

**Timeline**

**Date**

1. Issuance of Request for Proposals

September 29, 2015

2. Receipt of Proposals	October 15, 2015
3. Completion of evaluation of Proposals	October 19, 2015
4. Award of contract	October 28, 2015

**2.5 Addenda or Amendments to RFP**

During the period provided for the preparation of responses to the RFP, 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 RFP. Each Respondent is required to acknowledge receipt of addenda by executing and submitting with its Proposal the Acknowledgment of Receipt of Addenda. The Proposal will be rejected by the City if a Respondent does not include the Acknowledgment of Receipt of Addenda. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

All communications concerning this RFP or the RFP process shall be directed to the City's contact person, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as addenda to all prospective respondents who have provided contact information. It is the prospective vendor's responsibility to provide accurate contact information.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

**2.6 Rights of the City**

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

- 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 Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP 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.

**2.7 Cost of Proposal Preparation**

Each Proposal and all information required to be submitted pursuant to the RFP 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 the preparation of the Proposal or other information required by the RFP.

## **2.8 Proposal evaluation**

Proposals will be evaluated by the Purchasing Agent, Business Administrator, Assistant Business Administrator and Brokers of Record for the City, based on the specific criteria detailed in Section 6.

## **2.9 Written Proposal**

Prospective vendors must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

## **2.10 Oral presentation**

Not required for this RFP.

## **2.11 Additional requirements**

Respondent is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq, the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

## **2.12 Disposition of RFP**

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

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

## **2.13 Open Public Records Act (OPRA) and Proprietary Information**

Although Section 2.12 indicates that all proposals will become public information, it is understood that OPRA contains exceptions for “Trade secrets and proprietary commercial or financial information obtained from any source” and “Information which, if disclosed, would give an advantage to competitors or bidders”.

A Vendor may designate specific information as not subject to disclosure pursuant to the exceptions to OPORA found at N.J.S.A. 47:1A-1.1, when the Vendor has a good faith legal or factual basis for such assertion. Therefore, Vendors shall submit two (2) clearly marked versions or their proposals. One version is to be a complete version to be used by the City of evaluation. The second version should contain redactions of legitimate “trade secrets and proprietary commercial or financial information” and/or “information which..would give an advantage to

competitors or bidders”. This second version will be provided to persons submitting OPRA requests for information relating to this solicitation. Failure to provide two clearly marked proposals will mean that the Vendor agrees that the single version provided does not contract trade secrets or proprietary information and may be released pursuant to OPRA requests.

The City reserves the right to review information designated as proprietary or confidential, and will advise the Vendor if any redactions appear inconsistent with OPRA.

The City will not honor any attempt by a Vendor to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the Vendor’s assertion of confidentiality with which the City does not concur, the Vendor shall be solely responsible for defending its designation.

### **SECTION 3: WRITTEN PROPOSAL FORMAT**

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

#### **3.1 Mandatory Information**

The following information should be provided by your organization as part of the RFP response - due by **Thursday, October 15th, 2015**:

- Provide rates for a November 1, 2015 effective date with a multiple year rate guarantee (if applicable).
- Rates should include your standard broker commission level.
- Match current plan designs that are in place today for all lines of coverage.
- If there are any discrepancies from the current plan design / provisions, please detail them out to us (otherwise we will assume you are able to match current from a plan design and provision perspective).
- Provide information on any of your “value added” services that are included into the Life and AD&D policy.

**It is important to note that pursuant to N.J.S.A. 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.**

e) Notwithstanding anything to the contrary herein contained, this agreement may be terminated by the City without cause at any time for any reason upon thirty (30) days notice given in writing to the Organization.

### **SECTION 4: SCOPE OF SERVICES**

See Schedule of Insurance on the next page.

## SCHEDULE OF INSURANCE

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Classification on the date his coverage becomes effective. Such coverage may increase in amount in accordance with the table. Any such increase will be effective on:

- (1) The first day of the Insurance Month which coincides with or follows the date on which the Insured Person becomes eligible for the increase, provided such Insured Person is Actively at Work (includes vacation time) on that day; or
- (2) The day the Insured Persons resumes Active Work if not Actively at Work on the day the increase otherwise would have been effective.

An Insured Person's coverage may decrease because of retirement, reaching a specified age, or in accordance with the table. Any such decrease will be effective on the first day of the Insurance Month coinciding with or following the date the condition for reduction is reached. The Accidental Death and Dismemberment coverage will not decrease on or after the date of a covered injury.

### TABLE OF INSURANCE

Insurance Class	Classification of Insured Persons	Basic Life Insurance	Basic Accidental Death and Dismemberment Insurance
1	Full full-time employees	Amount of insurance is equal to three (3x) times the Insured Person's annual earnings rounded to the next higher \$1,000, a maximum of \$425,000.	Amount of insurance is equal to three (3x) times the Insured Person's annual earnings rounded to the next higher \$1,000, a maximum of \$425,000.

The Basic Life Insurance and Basic Accidental Death and Dismemberment Insurance will reduce 35% on the Insured Person's 65th birth date and will reduce an additional 15% on the Insured Person's 70th birth date.

All of the insurance provided under the Group Policy will terminate on the Insured Person's date of retirement.

**DATE OF RETIREMENT** means the effective date of the Insured Person's retirement pension benefits under any plan which the Policyholder sponsors, makes, or has made contributions.

All providers will be required to accept copies of the employees' current beneficiary cards on file.

## **SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS**

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

### **5.1 Number of copies**

Respondents must provide submit one signed original and 2 copies of their proposal of which 1 must be unbound (for photocopying/scanning purposes).

### **5.2 Proposal format**

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Vendor in response to requirements. The required format is detailed in Section 3.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City, at its option, may either request clarification or may consider the information unresponsive.

### **5.3 Submission deadline**

Proposals must be received by the City no later than 4:00 p.m. prevailing time on October 15, 2015, and must be mailed or hand-delivered.

## **SECTION 6: PROPOSAL EVALUATION**

The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective rates to the City.

### **6.1 Evaluation methodology**

Proposals will be evaluated by the Purchasing Agent, Business Administrator, Assistant Business Administrator and Brokers of Record for the City on the basis of which is the most advantageous, and this evaluation will consider the following:

**a. Items listed under section 3.1.**

**b. Prior experience with similar cities**

The City does not wish to overly educate its consultants as to the workings (both operational and statutory) of municipal government. As a result, proposals which include documentation (references) of similar size (approximate 240 management employees).

**c. Commitment to diversity**

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the City of

Jersey City policies, should be described.

**6.2 Oral Presentation Guidelines**

Not required for this RFP

**6.3 Final evaluation**

The City will select the most advantageous Proposal Statement based on the all of the evaluation factors set forth in this RFP, and make the award in the best interest of the City. Each Proposal must satisfy the objectives and requirements detailed in this RFP. Successful Respondent shall be determined by an evaluation of the total content of the Proposal Statement submitted. The City shall not be obligated to explain the results of the evaluation process to any Respondent.

**6.4 Contract award**

A contract will be awarded as an "extraordinary unspecifiable services (EUS) agreement", as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1) (a) (ii), pursuant to the "fair and open" provisions of the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.

The Municipal Council will vote to accept the proposal of a Respondent within 30 days of the receipt of proposals.

**7. GENERAL TERMS AND CONDITIONS**

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

**7.1 City's right to reject**

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 Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

**7.2 Original/Authorized signatures**

Each proposal and all required forms must be signed in ink by a person authorized to do so.

**7.3 Delivery of proposals**

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. 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.

**7.4 Business Registration Certificate**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

Respondents required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

#### **7.5 Compliance With Americans With Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Respondent is required to read Americans With Disabilities language that is included as Appendix A in the separately attached forms and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

#### **7.6 Clarification of RFP**

Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

#### **7.7 Indemnification**

The Vendor, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

#### **7.8 Insurance requirements**

The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as and additional insured when possible, shall be provided. Insurance requirements are as follows:

- a) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products and Completed Operations Coverage.
- b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- c) Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.
- d) Certificates of same to be provided prior to execution of contract. The City of Jersey City shall be an Additional Insured for Comprehensive General Liability and Professional Liability policies.

#### **7.9 Compliance with Equal Employment Opportunity/Affirmative Action Plan**

- a) If the agreement exceeds \$40,000.00 it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative

Action Provisions).

Bidders (Consultants) are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

- b) This Agreement shall not become effective and Provider shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action provisions. The mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A, summarizes the full, required regulatory text.

Exhibit A and additional EEO/AA mandatory languages and forms are attached under separate cover and incorporated herein.

#### **7.10 City of Jersey City Contractor Pay-to-Play Reform Ordinance**

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Successful Respondent will be required to certify that the Successful Respondent its subsidiaries, assigns or principals neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will the Successful Respondent, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **7.11 City of Jersey City Lobbyist Disclosure Ordinance**

The contract will be awarded in accordance with the City of Jersey City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. The Successful Respondent will be required to certify that the Successful Respondent either did not retain the services of a lobbyist to lobby on behalf of the Successful Respondent for the award this contract, or if a lobbyist was retained by the Successful Respondent for such purposes, the Successful Respondent's lobbyist prior to commencing his/her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. The Successful Respondent whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

#### **7.12 Term of Contract**

The initial term of the agreement will be for one (1) year effective November 1, 2015 with a termination date of October 31, 2016 pursuant to a resolution of the Municipal Council authorizing award of the contract.

- a) All interested parties are asked to provide a three (3) year premium schedule with the City of Jersey City having the option to renew for two (2) additional years, at one year intervals from the effective date.

- b) In the event the Organization desires to effect an assignment, it will notify the City in writing of the proposed date of assignment and the name and address of the assignee. The assignment may thereafter be effected, unless the City notifies the Organization of its objections in writing within thirty (30) days following receipt by it of such notice of assignment. The assignee must provide same information and format as required in this request for proposals.
- c) Notwithstanding anything to the contrary herein contained, this agreement may be terminated by the City without cause at any time for any reason upon thirty (30) days notice given in writing to the Organization.
- d) In the event that additional funds for this agreement are not appropriated and made available in the City's Calendar year 2015 budget, or in subsequent calendar years, this agreement will terminate upon the expenditure of the funds authorized by purchase order.

#### **SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

**Please place the checklist and the required forms, which are separate from the RFP, at the front of your proposal to facilitate Purchasing's review.**

**CITY OF JERSEY CITY**

**PROJECT:** Management Life Insurance

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

**RESPONDENT'S CHECKLIST**

<b>Item</b>	<b>Respondent Initials</b>	<b>Purchasing Review</b>
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement*		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire		
F. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate		
I. City Pay-to-Play Certification		
J. Original signature(s) on all required forms.		
K. Acknowledgment of Receipt of Addenda.*		

\*A Respondent's failure to include these forms with its proposal will result in the rejection of the proposal.