

**RESOLUTION NO. 2023-267**

**RESOLUTION OF THE TOWNSHIP OF LITTLE  
EGG HARBOR, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, AWARDING A CONTRACT FOR  
EMPLOYEE BENEFITS CONSULTATION/  
BROKERAGE SERVICES FOR MEDICAL/  
DENTAL/PRESCRIPTION/VISION SERVICES FOR  
2024-2025 TO CONNER STRONG & BUCKELEW**

**WHEREAS**, the Township of Little Egg Harbor duly advertised for the Request for Proposals for Employee Benefits Consultation/Brokerage Services for Medical/Dental/Prescription/Vision Services; and

**WHEREAS**, in response to the Request for Proposals, one (1) response was received on October 4, 2023; and

**WHEREAS**, the response has been reviewed by the Qualified Purchasing Agent and the Township Attorney and it has been determined that Conner Strong & Buckelew submitted a response most advantageous to the Township for Employee Benefits Consultation/Brokerage Services for Medical/Dental/Prescription/Vision Services in accordance with the RFP specifications, said proposal being \$111,000 for 2024-2025 term (2.66%); and

**WHEREAS**, it is the desire of the governing body to award a contract for Employee Benefits Consultation/Brokerage Services for Medical/Dental/Prescription/Vision Services to Conner Strong & Buckelew.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby award a contract to Conner Strong & Buckelew for Employee Benefits Consultation/Brokerage Services for

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Rothstein, Mandell, Strohman,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

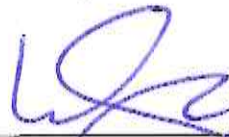
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Medical/Dental/Prescription/Vision Services in accordance with the RFP specifications, said response being \$111,000 for 2024-2025 term, which is 2.66% of the Township cost for said Medical/Dental/Prescription/Vision Services coverage, paid directly by the Health Benefits Provider.

2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with Conner Strong & Buckelew in accordance with the response submitted by Conner Strong & Buckelew.
4. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be forwarded to the Chief Financial Officer and Conner Strong & Buckelew.

#### **CERTIFICATION**

**I, KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **12th** day of **October**, **2023**.



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**KELLY LETTERA, CMC, RMC**  
Township Clerk  
Little Egg Harbor Township

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## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as "Township," and **CONNER STRONG & BUCKELEW** with a business address of TRIAD1828 CENTRE, 2 Cooper Street, Camden, NJ 08101, hereinafter referred to as "Contractor."

### **W I T N E S S E T H :**

That and for and in consideration of the sum of **ONE HUNDRED ELEVEN THOUSAND AND 00/100 (\$111,000.00) DOLLARS**, the Contractor agrees to provide Employee Benefits Consultation/Brokerage Services for Medical/Dental/Prescription/Vision Services for 2024-2025 in accordance with the Request for Proposal specifications, said compensation for 2024-2025 term being 2.66% of Medical/Dental/Prescription/Vision Services, in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Township, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will perform Employee Benefits Consultation/Brokerage Services for Medical/Dental/Prescription/Vision Services in accordance with the contract documents and in compliance with this agreement.

The Contractor agrees to receive as full compensation the amount stated herein, 2.66% of Township costs for Medical/Dental/Prescription/Vision Services, paid directly by the Health Benefits Provider.. The Contractor shall be responsible for all loss or damage arising out of providing Employee Benefits Consultation/Brokerage Services for Medical/Dental/Prescription/Vision Services for 2024-2025 aforesaid or from any unforeseen

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obstruction or difficulties which may be encountered of every description connected with providing Employee Benefits Consultation/Brokerage Services for Medical/Dental/Prescription/Vision Services for 2024-2025 aforesaid until the same have been accepted by the Township.

To prevent all disputes and litigation, it is agreed by and between the parties to this agreement that the Township shall in all cases determine the services rendered and paid for under this agreement, and as to the interpretation of the specifications.

The contract documents shall consist of the following:

1. Request for Proposal Specifications;
2. Contractor's Proposal (as accepted);
3. Contract Agreement.

The parties to this agreement agree to submit all contractual disputes to non-binding mediation as an alternate dispute resolution in accordance with the provisions of P.L. 1997, c. 371. In the event the dispute is not resolved by the non-binding mediation within sixty (60) days, or such time as the parties may agree, either party can seek judicial relief.

The parties to this agreement agree to incorporate into this agreement the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.5(c) of said Regulations.

The parties to this agreement further agree to incorporate into this agreement the mandatory language of subsection 3.7(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the

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contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.7.

The Contractor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

The Contractor shall submit a properly completed Affirmative Action Form AA-201 (Initial Project Workforce Report – Construction) prior to execution of this agreement. The Contractor agrees thereafter to submit once a month, prior to the receipt of any monthly payment, Affirmative Action Form AA-202 (Monthly Project Workforce Report).

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the purchase.

Before final payment on the contract is made by the Township, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates, and a subcontractor and each of its affiliates, [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 *et al.*) or subsection c. or f. of Section 92 P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each

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day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

This agreement, together with the contract documents, form the contract and they are as fully a part of this agreement as if hereto attached or herein repeated.

The Township and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement.

**WITNESS AND ATTEST:**

**TOWNSHIP OF LITTLE EGG HARBOR**

\_\_\_\_\_  
**KELLY LETTERA, RMC**  
Municipal Clerk  
(Seal)

By \_\_\_\_\_  
**BLAISE SCIBETTA, Mayor**

**CONNER STRONG & BUCKELEW**

\_\_\_\_\_  
Secretary  
(Seal)

By \_\_\_\_\_  
President

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**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.

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.

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_