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**NEW JERSEY TURNPIKE AUTHORITY  
REQUEST FOR PROPOSAL**

**FOR**

**SELF-FUNDED WORKERS' COMPENSATION PROGRAM  
THIRD PARTY CLAIMS ADMINISTRATION  
MEDICAL BILL RE-PRICING/PROVIDER NETWORK ACCESS  
RISK MANAGEMENT INFORMATION SYSTEM**

**RM-160068**

**SEPTEMBER 29, 2020**

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## SECTION I -- INTRODUCTION

Enclosed herewith is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“Authority”) for a provider to procure third party claims administration (“TPA”) services, medical bill re-ricing/provider access network services and risk management information systems, in support of its self-funded workers’ compensation program (as further described in Section III, the “Services”). The Authority retains excess insurance coverage for the self-funded workers’ compensation program, with a current retention level of \$1,250,000.00 per occurrence.

The Successful Proposer (as hereinafter defined) will be awarded a contract (the “Services Agreement”) for a term of three (3) years, with the option to extend for two (2) one –year terms at the Authority’s sole discretion.

The Authority seeks proposals (“Proposals”) from all interested and qualified providers (“Proposers”). Such Proposals must be responsive to all of the requirements of this RFP. The Authority intends to select one Proposer (the “Successful Proposer”) to perform the Services based on the evaluation criteria set forth in Section IV.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in *N.J.S.A. 27:23-6.1*, and Executive Order No. 37 (Corzine, 2006), and the regulations and policies of the Authority with regard to the procurement of professional services. Furthermore, Proposals are being solicited through a fair and open process in accordance with *N.J.S.A. 19:44A-20.1*, et seq. In addition, Proposers are required to comply with the Equal Employment Opportunity (“EEO”) requirements of P.L. 1075, C.127 and (*N.J.A.C. 17:27*).

Upon review of all Proposals, the Authority may request that one or more Proposers appear for an oral presentation focusing on how their proposed approach and solution will satisfy the requirements of this RFP. The Authority may limit the number of Proposers that can make oral presentations to permit efficient competition among the most highly rated Proposals. Should an oral presentation be requested, it will be an opportunity for each invited Proposer to introduce its staff to the Authority, address how the Proposer will provide the Services, and to present supplementary information regarding its Proposal and credentials as related to the specific needs of the Authority. The Proposer may use handouts, display boards, products and other materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Authority, including the time allotted for a question and answer period. Information relating to the Proposer’s recent experience on similar assignments, approach to the Services and the use of innovative and/or cost-effective measures should be included in the oral presentation.

Proposer(s) invited to make an oral presentation may submit a best and final offer (“BAFO”) either during oral presentation or within **two (2)** business days following the presentation. The BAFO can modify any aspect of the Proposal provided the RFP requirements continue to be satisfied and provided further that the revised price proposal of the BAFO is not higher than the original price proposal.

After evaluating Proposals of those invited to make an oral presentation, an evaluation committee consisting of representatives of the Authority (“Evaluation Committee”) may enter into negotiations with same. The primary purpose of negotiations is to maximize the Authority’s ability to get the best value

based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant weaknesses ambiguities and other deficiencies in the Proposal, including price, which could preclude awarding a Services Agreement to the Proposer. More rounds of negotiations may be held with one Proposer than another. Negotiations will be structured to safeguard information and ensure that all Proposers in the competitive range are treated fairly.

After evaluation of the BAFO submissions and any subsequent negotiations, the Evaluation Committee will recommend to the Executive Director to award a contract to the Proposer whose Proposal, conforming to the RFP, is most advantageous to the Authority, price and other factors considered. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee. The Executive Director may negotiate further reductions in price with the recommended Proposer.

Negotiations will be conducted only in those circumstances where they are deemed by the Authority to be in the Authority's best interests and to maximize the Authority's abilities to get the best value. Therefore, Proposers are advised to submit their best price proposals in response to this RFP, because the Authority, may, after evaluation, make an award based solely on the content of these initial submissions, without further negotiations with the Proposer.

**A DRAFT FORM OF THE SERVICES AGREEMENT IS ATTACHED. (See Appendix 1). ANY PROPOSED MODIFICATIONS TO THE SERVICES AGREEMENT MUST BE IDENTIFIED AND SUBMITTED WITH YOUR RESPONSE TO THIS RFP; OTHERWISE, BY SUBMISSION OF YOUR RESPONSE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE SERVICES AGREEMENT ATTACHED HEREIN AND WILL BE FORECLOSED FROM NEGOTIATING ANY CHANGES TO THE SERVICES AGREEMENT.**

**End of Section I**

**SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

**A. Purpose**

This RFP contains a Scope of Services (Section III) that outlines the Authority’s needs.

**B. Inquiries**

**ONLY type-written** inquiries concerning the RFP will be accepted. They should be directed to Dale Barnfield, Director, Procurement and Materials Management (“PMM”) Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX or e-mail are acceptable. The FAX number is 732-750-5399. The email address is [mcnally@njta.com](mailto:mcnally@njta.com). The inquiry deadline is **4:00 PM E.T., October 13, 2020**. Inquiries will not be entertained after this date and time.

**A PROPOSER IS NOT PERMITTED TO MAKE INQUIRIES OF OR DISCUSS OR QUESTION ANY AUTHORITY EMPLOYEE, STATE EMPLOYEE OR COUNSEL OR CONSULTANT TO THE AUTHORITY ABOUT THIS RFP WHILE THIS RFP IS OUTSTANDING, EXCEPT AS OTHERWISE SET FORTH HEREIN. IT IS NOT APPROPRIATE FOR ANY PROPOSER TO CONTACT ANY AUTHORITY COMMISSIONER OR ANY STATE OFFICIAL OR EMPLOYEE DURING THE RFP PROCESS. FAILURE TO COMPLY WITH THIS GUIDELINE MAY RESULT IN DISQUALIFICATION OF THE PROPOSER.**

**C. Closing Date**

One (1) original and five (5) copies of the Proposer’s Proposal, as well as one (1) copy in an electronic format (USB or via email to [mcnally@njta.com](mailto:mcnally@njta.com)) must be received no later than **4:00 PM E.T., October 27, 2020** addressed to: Dale Barnfield, Director, Procurement and Materials Management Department as follows:

<u>Regular Mail</u>	OR	<u>Federal Express or Other Overnight Delivery</u>
New Jersey Turnpike Authority		New Jersey Turnpike Authority
P. O. Box 5042		One Turnpike Plaza
Woodbridge, NJ 07095		Woodbridge, NJ 07095

Proposals not delivered by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written addendum issued by the Authority (the “Addendum”).

**Proposers mailing Proposals should allow for normal mail delivery time to ensure timely receipt of their RFP Responses. Please be advised that using overnight /next-day delivery service does not guarantee overnight/next-day deliveries to our location.**

**D. The Proposals**

It is anticipated that the Proposal will provide a concise and precise delineation of the Proposer’s ability to meet all of the requirements of the Authority as provided for in this RFP.

**E. Proposer vs. Consultant**

The terms “Proposer” and “Consultant” are used frequently, and may be used interchangeably; however, “Proposer” is intended to identify the entity submitting a Proposal, while “Consultant” is the entity to whom the Services Agreement is awarded (also referred to as the Successful Proposer.)

**F. Signatures**

Proposals must be signed by an officer authorized to make a binding commitment for the Proposer.

**G. Incurring Costs**

The Authority shall not be liable for any costs incurred by any Proposer in the preparation of its Proposal.

**H. Addendum to RFP**

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP, or if the Authority determines that additional information is necessary to enable Proposers to adequately interpret the provisions of this RFP, the Authority will issue an Addendum to this RFP. Upon issuance, each such Addendum shall be deemed to be a part of this RFP.

**I. Acceptance of Proposals**

This RFP does not commit the Authority to make an award. The contents of the Proposal shall become a contractual obligation, if, in fact, a Proposal is accepted and a Services Agreement is entered into with the Authority. The Authority may award a Services Agreement solely on the basis of the Proposal submitted without any negotiations. The Authority reserves all rights to engage in negotiations as described in Section I if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Proposal may result in rescission of any award of the Services Agreement by the Authority.

**J. Rejection of Proposals**

The Authority reserves the right to reject any and all Proposals. The Authority shall not be obligated at any time to make an award to any Proposer.

**K. Final Agreement**

Any Services Agreement entered into with a Successful Proposer shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached Services Agreement, not otherwise set forth in this RFP, are hereby incorporated into this RFP. It is understood that any Services Agreement that may be awarded will be on the basis of a professional agreement for services within the intent of the statutes and laws of the State of New Jersey, including, without limitations *N.J.S.A. 27:23-6.1*.

**L. Dissemination of Information**

Information included in this document or in any way associated with this RFP is intended for use only by the Proposer and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

**M. Public Records**

Any Proposal received from a Proposer in response to this RFP constitutes a public document that will be made available to the public upon request pursuant to New Jersey’s Open Public Records Act, *N.J.S.A. 47:1A-1 et seq.* A Proposer may request the Authority’s Director of Law to deem certain sections of its proposal containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such act.

**N. News Releases**

No news releases pertaining to this RFP or any project to which it may relate shall be made without the Authority’s approval.

**O. Affirmative Action**

The Proposer must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap.

In addition, the Proposer must complete the appropriate forms. The following are included in Section VI:

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

However, if a Proposer maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the State of New Jersey Affirmative Action Employee Information Report (“Form AA-302”). The appropriate form must be completed and submitted to the Authority by the Successful Proposer immediately after being notified of award of the Agreement.

**P. Small Business Enterprises Requirements**

It is the policy of the Authority that small businesses (each a “small business enterprise” or “SBE”) as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) should have the opportunity to participate in Authority contracts (*N.J.A.C. 17:13-1.1, et seq.*).

To the extent the Proposer engages subcontractors or sub-consultants to perform any of the Services for the Authority pursuant to the Services Agreement, the Proposer must demonstrate to the Authority’s satisfaction that a good faith effort will be made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs in the State of New Jersey.

As set forth in *N.J.A.C. 17:13-4.3*, a “good faith effort” is described as follows:

1. Proposers shall attempt to locate qualified potential small business subcontractors;



2. Proposers must obtain a listing of small businesses from the Treasury website if none are known to the Proposer;
3. Each Proposer shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
4. Proposers shall provide all potential subcontractors with detailed information regarding the specifications; and
5. Proposers shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

Furthermore, the Proposer shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations on the form attached as Exhibit K, if applicable, and shall complete such other forms as may be required by the Authority for reporting to the State of New Jersey as to SBE participation.

**Q. Division of Revenue Registration**

Pursuant to the terms of *N.J.S.A. 52:32-44*, the Successful Proposer is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. **The Services Agreement shall not be entered into by the Authority unless the Proposer first provides proof of valid business registration.** In addition, the Successful Proposer is required to receive from any sub-consultant it uses for goods and services under the Services Agreement, proof of valid business registration with the Division of Revenue and provide to the Authority proof thereof. The Authority shall not enter into a Services Agreement unless the sub-consultant first provides proof of valid business registration. Please include a copy of the Proposer's and any sub-consultants' Certificate of Registration with the Proposal submission. (Exhibit J).

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-9292.

**R. State Political Contributions Notice: Public Law 2005, Chapter 51 and Executive Order 117**

The Successful Proposer will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's PMM Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will prepare a Service Agreement for execution. (Appendix 2)

**S. Affidavit of Moral Integrity**

Together with the Proposal, the Proposer must submit an Affidavit of Moral Integrity on the form attached hereto for review by the Authority's Director of Law. (Exhibit C)

**T. Code of Ethical Standards**

Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics ("Code"), a copy of which can be viewed by going to the following web site:

<http://nj.gov/ethics/docs/ethics/uniformcode.pdf>. By submitting a response hereto, Proposer agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State (“State”) Ethics Commission.

1. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by *N.J.S.A. 52:13D-13b.* and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by *N.J.S.A. 52:13D-13i.*, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of *N.J.S.A. 52:13D-13g.*
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the State Ethics Commission.
3. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of *N.J.S.A. 52:13D-13g.* Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
4. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
6. The provisions cited shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission may promulgate as stated above.

**U. Tolls**

It is the policy of the Authority not to offer toll free passage on its roadways for its contractors, providers or vendors. See *N.J.S.A. 27:23-25* and *N.J.A.C. 19:9-1.19*.

**V. Proposals Become Property of the Authority**

All Proposals shall become the property of the Authority upon receipt and will not be returned.

**W. Right To Audit Clause**

The Successful Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to the Authority with regard to this RFP. The Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Successful Proposer's books and records specific to the Proposal and Agreement. Such records shall be retained by Successful Proposer for at least five (5) years after termination of the Service Agreement. In no event shall books and records be disposed of or destroyed prior to five (5) years or during any dispute or claim between the Authority and the Successful Proposer with regard to the RFP.

In accordance with the New Jersey Office of the State Comptroller ("OSC") document retention policy *N.J.S.C. 17:44-2.2*, relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Successful Proposer shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**X. Ownership Disclosure Form**

Each Proposer shall return to the Authority with its Proposal a completed, Ownership Disclosure Form set forth as Exhibit D. Failure to include the completed and signed form may be grounds for rejection of a Proposers' Proposal.

**Y. Vendor Disclosure Form N.J.S.A. 52:34-13.2**

Pursuant to *N.J.S.A. 52:34-13.2*, every contract entered into by the Authority primarily for the performance of services shall specify that all services performed under the contract or performed under any subcontract awarded under the contract shall be performed within the United States. The statute requires all Proposers to disclose the origin and location of the performance of their services, including any subcontracted services that are the subject matter of the contract. Each Proposer shall return to the Authority with its Proposal as completed, dated and certified Vendor Disclosure Form set forth as Exhibit E.

**Z. Notice to All Proposers of Set-Off for State Tax**

Each Proposer shall return to the Authority with its Proposal a signed and dated "Notice of Set-Off for State Tax" set forth as Exhibit G which advises Proposers of the State of New Jersey's right to set-off any tax indebtedness from payments made under agreements with the Authority.

**AA. Affidavit of Non-Collusion**

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit I. Failure to include the completed and signed form may be grounds for rejection of a Proposer’s Proposal.

**BB. Disclosure of Investment in Iran**

Pursuant to *N.J.S.A. 52:32-58*, the Proposer must certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in *N.J.S.A. 52:32-56(e)(3)*), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A. 52:32-56(f)*. If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities. Each Proposer shall return to the Authority with its Proposal the completed dated form entitled “Disclosure of Investment Activities in Iran” as set forth in Exhibit F. Failure to include the completed and signed form may be grounds for rejection of Proposer’s Proposal.

**CC. Liabilities to the Authority**

In the event of any liabilities and debts of the Proposer to the Authority, whether or not related to the Services are unpaid past their due date at the time the Proposal was submitted, a Proposer’s Proposal will be rejected.

**DD. Proposal Schedule**

Closing Date for Submission of Inquiries (4:00 PM, E.T.)	October 13, 2020
Closing Date of Receipt of Proposals (4:00 PM, E.T.)	October 27, 2020
Oral Presentations [Tentative]	Week of November 16, 2020
Tentative Commission Approval	December 22, 2020

**End of Section II**

## SECTION III -- SCOPE OF SERVICES

### A. Organization and Function of the New Jersey Turnpike Authority

The Authority owns and operates the New Jersey Turnpike, the Garden State Parkway and owns the PNC Bank Arts Center. It was created by the New Jersey Turnpike Authority Act of 1948, as amended and supplemented *N.J.S.A. 27:23-1 et seq.* (the “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike revenue bonds or notes, subject to approval of the Governor. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority, which owned and operated the Garden State Parkway and owns the PNC Bank Arts Center. The Authority Board of Commissioners consists of eight members: five members appointed by the Governor, one appointed by the Governor upon the recommendation of the President of the Senate, one appointed by the Governor upon recommendation of the Speaker of the General Assembly, and the Commissioner of the State Department of Transportation. At this time, the Commissioner of the Department of Transportation serves as Chair of the Authority. The Authority has approximately 2,000 full-time and 500 part-time employees that are the subject of this proposal.

### B. General Scope

1. The Proposer shall be responsible for the thorough understanding of the requirements of this RFP including any applicable codes and regulations. The Proposer shall become familiar with the Authority’s procedures, presentation and coordinating requirements necessary for the effective performance of the required Services.
2. The Consultant will coordinate with Authority personnel in the Human Resources, Law and Finance Departments, as well as the Authority’s designated outside workers’ compensation legal counsel, throughout the course of this Contract. The Proposer will promptly establish a means of coordinating and reporting its activities with the designated program liaison to ensure an expeditious exchange of information.

### C. Detailed Scope

The Proposer shall be required to perform the following services:

1. Provide third party workers’ compensation claim administration and claim management services (“TPA”) and medical bill re-pricing/network access services in a manner designed to ensure processing of all claims in accordance with New Jersey Workers’ Compensation Statutes — Title 34 and all other applicable laws, rules and regulations, from initial assignment through resolution, payment or withdrawal for all claims.

2. The Proposer shall dedicate resources to handle the volume of Authority claims in order to attain and maintain consistent, timely and accurate processing of all claims and effective delivery of the Services for the duration of this Services Agreement.
3. The Proposer shall establish and maintain the highest professional level of responsive, cost effective, technologically advanced claims management administration services designed to ensure:
  - a. Effective coordination of all communications and correspondence between claimants, Authority administrative and field personnel, medical/expert providers, as well as the Authority's Medical Section and legal counsel;
  - b. Prompt, investigation and pursuit of all claims in a manner designed to minimize litigation and to identify and prevent fraud;
  - c. Subrogation and Second Injury Fund participation where applicable;
  - d. Utilization of all medical cost containment resources to ensure the consistent delivery of high-quality medical treatment, evaluation and rehabilitation services at the lowest cost to the Authority;
  - e. Utilization of electronic technology and media to facilitate routine communications (e-mail), real-time access to on-line claim information, and data transfer, so as to enhance the quality and value of the claims management and administration services provided;
  - f. Provision of timely, meaningful and accurate risk management information for the Authority to access, review and utilize in the administration of its risk control program;
  - g. Prompt response to all inquiries and/or complaints.
  - h. Prompt and accurate compliance with all federal and state workers' compensation reporting requirements, including but not limited to, Section 111 reporting.
4. **Claims Management and Administration** - Standards of performance in claims management and administration include, but are not limited to:
  - a. First Report of Injury ("FROI"): The Authority's enterprise software system is PeopleSoft and is used to report all incidents to the Human Resources Department electronically through field data entry. The Authority shall transmit electronically all incidents involving external medical expense and/or lost time to the TPA. The TPA must be capable of processing the Authority's interface file. The Authority shall provide all necessary data transfer protocol information. The transmittal includes all necessary fields of data for the TPA to generate an electronic FROI. The TPA shall be responsible for (1) transmitting the electronic FROI to the State, and (2) transmitting a copy of the electronic FROI back to the Authority with the Claimant's Name and Date of Injury appearing in the subject field of that e-mail transmittal.

- b. The TPA shall process all FROI electronic transmittals to the State and any other entity required by federal, state or local workers' compensation laws, within twenty-four (24) hours (1 business day) of receipt of the electronic transmittal from the Authority. The TPA shall provide the Authority with a copy of the electronic FROI, via e-mail, within 24 hours (1 business day) of their transmittal.
  - c. The TPA shall assign an adjuster to all claims transmitted from the Authority within twenty-four (24) hours (1 business day) of receipt of such transmittal and advise the Authority of the designated adjuster and TPA claim number for the claim. The requirements of these paragraphs above can be satisfied with one e-mail transmittal, provided that all the specified information is included.
  - d. The TPA shall compile, submit and keep a record of all forms and correspondence required by the New Jersey Division of Workers' Compensation in conjunction with the adjustment of all Authority workers' compensation claims.
  - e. The TPA shall issue claim acknowledgement letters for all reported claims to the Authority and to all claimants within five (5) business days of receipt of the claim from the Authority. The transmittal to the Authority may be in the form of an e-mail correspondence.
  - f. Please provide the maximum case file load that each adjuster/administrator carries and confirm or deny whether or not Supervisors also handle cases, and their maximum case load.
5. The TPA shall examine all first reports of injury for questions of compensability and/or coverage. All such questions will be investigated immediately and promptly resolved with the Authority. The TPA shall issue Reservation of Rights and Compensability Denial letters where appropriate, e.g. in matters where compensability determinations are subject to investigation.
  6. The TPA shall establish three-point contact with the employer, employee and treating physician within forty-eight (48) hours (two business days) of receipt of electronic claim files from the Authority.
  7. **Disability Management** - (monitoring, evaluating and reporting disability information). The TPA, in close communication with the Authority's Human Resources Department, shall establish and maintain regular contact to confirm continued authorization of absence (the frequency of which should be commensurate with the injury, prognosis and treatment regimen) with authorized treating providers of all employees on temporary total disability status; to continuously evaluate the adequacy of treatment, rehabilitative services and time frames for recovery, and to keep the Authority apprised of treatment and return to work status.
  8. The Successful Proposer shall routinely conduct thorough, timely and professional investigations where appropriate, and compile evidence to be utilized in the Authority's defense which shall be fully described in your response.

9. **Reserves**

- a. The Proposer shall provide reserve worksheets for any reserve in excess of \$10,000 and upon any change resulting in a reserve in excess of \$10,000. The worksheet must show how the reserve was determined.
- b. Reserves must be based upon the full anticipated value of each case and reflect payments made to date and anticipated expenses. At six (6) month claim maturity (or by the first month subsequent to receipt of Formal Claim Petition, if received after 6 months), the established reserve is expected to carry the file to conclusion. TPA shall analyze reserves at every diary date; reserve considerations must be reflected in the adjuster's file notes.

10. **Excess Reporting**

The TPA will be required to file timely full captioned reports with the appropriate excess carrier in all cases where the established reserves exceed \$500,000.00, or involve serious/category injuries or other types of occurrences as defined and/or required by the Authority and/or any excess carrier or reinsurer, regardless of liability. Copies of each excess loss report shall be immediately provided to the Authority.

11. **Litigation Management**

- a. The Authority shall designate, and the TPA shall fully cooperate with, the Authority's Legal Counsel in defense of litigated workers' compensation claims.
- b. The TPA shall have settlement authority up to \$10,000.00. The TPA shall submit to the designated Authority representative a brief, written case summary and justification along with Legal Counsel's settlement authority requests for settlement amounts ranging from \$10,001.00 up to \$20,000.00. Written detailed case summary and justification (in a format to be prescribed by the Authority) from the claims adjuster must accompany all settlement authority requests in excess of \$10,000.00, along with written detailed recommendation from Special Counsel. In addition to detailed justification for settlement, these requests must include the following details: Date of incident, claim number, brief description of accident, resultant injuries, illnesses, surgical procedures, name of claim adjuster, name of venue, name of the presiding Judge, name of opposing counsel and firm, and all permanency exam findings for Petitioner and Respondent.

Settlements above \$100,000.00 require the approval of the Authority's Board of Commissioners, who meet monthly. Upon approval by the Board of Commissioners, the settlement is then subject to the statutory ten-day Governor's veto period.

The TPA must submit all settlement requests to the designated Authority representative in an expedient and timely manner.

12. **Staff Adjuster Support**

- a. The Successful Proposer shall provide the Authority with an adequate staffing plan which shall be fully described in the Proposer's response.



- b. The TPA shall be available twenty-four (24) hours a day, in cases of serious issues and/or accidents requiring immediate advice from TPA. The TPA shall provide an emergency contact number for this purpose.
- c. The TPA shall establish a separate bank account to be used solely for disbursements on behalf of the Authority. The Authority shall deposit an amount not to exceed \$200,000.00 upon inception of the Services Agreement to fund anticipated payments due during the first week. Thereafter, the account shall be funded weekly by the Authority by means of wire transfer. Weekly funding shall be on a check issuance basis and contingent upon the TPA providing detailed back-up itemizing the line items which comprise the requested funding amount. Such back-up must be provided before funds are wired and must include sufficient detail to enable the Authority to readily identify the claimant, claim and loss line (medical, indemnity or expense) of each item. The separate bank account should be interest bearing and any interest earned should inure to the benefit of the Authority.
- d. The TPA shall represent and certify that all requests for funding are for legitimate Authority claims and all amounts are true and correct as stated. All checks and drafts made payable over \$10,000 require duplicate signatures.
- e. To facilitate account reconciliation, the TPA shall provide by the 5<sup>th</sup> day of the subsequent month, a register detailing all claim payments from the previous month in Excel and PDF and a copy of the bank statement as well as a bank account reconciliation.

**13. Indemnity Payments**

The Authority shall issue all temporary total disability (“TTD”) indemnity payments to active employees. The Authority shall provide the Proposer with a list, itemized by claimant, of the statutory portion of indemnity paid (with specified date ranges) on a monthly or more frequent basis. The Proposer must have the capability of incorporating this indemnity paid information into their risk management information reporting system (“RMIS”) without the necessity of creating actual financial transactions. The Proposer shall issue all indemnity payments to inactive/retired employees, as well as all permanency payments to all employees – active and retired.

**14. Medical Cost Containment/Provider Network**

The Proposer shall incorporate comprehensive, effective medical cost containment measures in collaboration with the Authority’s Human Resources Department and treating physicians/providers, to ensure control over, and delivery of, quality medical treatment, evaluation and rehabilitative services at the lowest possible cost to the Authority. Examples of expected medical cost containment measures include, but are not limited to:

- 1. Use of preferred provider network of authorized medical providers; including but not limited to hospital care, physician referral, therapy referral, surgical services, medical testing and diagnostic services and any other applicable authorized medical treatment.

2. Aggressive pursuit of individual pricing agreements where there is justification for utilization of non-participating providers.
3. The Proposer shall provide an efficient and cost effective means of providing prescription medications, when prescribed by authorized treating physicians, directly without any assistance or action required by Authority personnel, including the Medical Section Proposers shall provide specific recommendations/options for provision of these Services.
4. Comprehensive medical bill review and audit, conducted internally by the Proposer. In addition, the Authority, at its sole discretion, retains the right to conduct its own audit and/or engage a third party to perform audits of all medical payments made on behalf of the Authority by the Proposer.
5. Peer utilization review of all medical provider treatment and oversight and adherence to generally accepted medical protocols, as defined by consensus standard organizations, e.g. the American Medical Association.
6. Assignment of file for Disability Case Management as needed, on a case by case basis, subject to authorization by the Authority with incurred additional cost to be allocated as file expense.
7. The Authority requires that the Proposer electronically process all medical bills as follows:
  - a. If all information is provided, including itemized bill and medical records, the TPA shall electronically transmit the bills to the MR (“MEDICAL REPRICER”) within five (5) business days of receipt of the required information.
  - b. If more information is required by the Proposer to process a bill, all requests for such information must be sent by the Proposer to the provider, both to the billing office and medical records department, within five (5) business days of receipt of the first bill. All such requests for information must be tracked and followed up by the Proposer within fifteen (15) business days (and every 15 business days thereafter) until received. Once all required information is received, the bill must be electronically transmitted to the MR within five (5) business days.
  - c. The Proposer shall process all medical bills within five (5) business days of receipt from the TPA and shall electronically transmit the allowable amount of information to the TPA within this time frame.
  - d. The TPA shall pay properly authorized bills within ten (10) business days of receipt of re-priced amount from the MR.

15. **Risk Management Information Systems (RMIS)/Reporting**

Proposers shall utilize technology which can accomplish the following tasks:

1. The Proposer shall be required to import and convert Authority historical data into its risk management information system. In addition, the Proposer shall return all data to the Authority and the Authority's newly named workers' compensation TPA, if requested, in electronic format upon termination of the Services Agreement for any cause, without additional fee. In addition, the Proposer shall surrender all paper/hard copy files to the Authority.
2. All RMIS (except Monthly Payment Register and Medical Payment Detail reports) provided by the Proposer shall be itemized by Policy Year, Location Coded and shall incorporate sub-totals, in accordance with account structure to be defined by the Authority. The Proposer shall also provide quarterly ad-hoc reports detailing numbers of claims and associated expenses incurred on a "calendar year" basis, notwithstanding "policy year" date parameters.
3. The Proposer shall provide the following reports:
  - a. Monthly Payment Register Reports — to be provided no later than the 15<sup>th</sup> of the month detailing (claim number, claimant name, issue date, check number, payee, payment amount, loss line, and type of provider) for all claim payments made during the preceding month. The Authority must be able to reconcile weekly wire fund requests to this report;
  - b. Monthly Medical Payment Detail Reports - to be provided no later than the 15<sup>th</sup> of the month detailing claim number, claimant name, billed amount, paid amount, date paid, amount saved, voucher number, incurred date, provider name and type;
  - c. Monthly Medical Payment Timeline Tracking Report – to be provided no later than the 15<sup>th</sup> of the month detailing claim number, claimant name, medical provider name, date original bill received by TPA from provider, date original bill sent by TPA to MR (if this time frame exceeds five business days, provide an explanation), date re-priced bill received back from MR by TPA, date check issued;
  - d. Monthly Litigated Claim Defense Representation Report – to be provided on or about the first of the month, sorted by assigned Special Counsel, including claim number, accident date, venue, claim petition number and open/closed indication (if closed, date settled);
  - e. Monthly Litigated Claim Expense Report – to be provided on or about the first of each month, sorted and sub-totaled by service provider (e.g. Defense Counsel, Court Reporter.) and also detailing check number, claim number, claimant name, from/to dates of service covered, payee name, transaction date, payment description amount requested and amount paid.
  - f. Monthly Loss Runs — to be provided no later than the 15<sup>th</sup> of the month following the end of each quarter. Details shall include location, claim number, claimant name, accident/loss date, brief description of injury, total incurred losses and total payments

(itemized by medical, indemnity and expense), claim status (including open/closed, formal) and reserves. Loss Run shall also detail subrogation recovery information;

- g. Monthly Loss Analysis Reports - to be provided no later than the 15<sup>th</sup> of the month following the end of each quarter detailing accident frequency and severity information, including accident type, cause, body part injured and cost.
- h. Ad-hoc Reports – The TPA/MR shall provide ad-hoc reports, which requests shall be confined to existing/captured data fields, as requested by the Authority at no additional cost.

The Authority’s preferred means of access/delivery of RMIS information is via access to the TPA/MR/RMIS’s own comprehensive, secure web based RMIS system, incorporating all claim data. Such access should also include the ability to view, download, print and save the data and the ability to run ad hoc reports, e.g. generate reports based on specified date and/or claim value (e.g. amount paid, amount incurred, etc.) ranges.

## **16. Support and Service Requirements**

Examples of expected standards of support and service include, but are not limited to:

1. Provision and installation of software on up to ten (10) of the Authority’s computers, along with training, technical support and unlimited (no additional fee) access time capability to access claim information on line (in “real-time” mode), including, but not limited to all the information required for Loss Run reports detailed above, incurred/paid loss summaries, claim payment detail and “read-only” access to adjuster’s log notes; capability to access payment register, including functionality to specify date ranges for display of payment history.
2. TPA/MR shall be required to attend four (4) quarterly claims review meetings per policy year at the Authority’s Administration Building, currently located in Woodbridge, NJ.
3. TPA shall be capable of providing risk control services including, but not limited to employee training assistance, telephonic and on-site technical support and lending library of training materials.
4. TPA shall be responsible for all regulatory support services to include:
  - a. New York Public Goods Pool (HCRA): The TPA shall be responsible for all reporting required under HCRA for all New York State provider utilization.
  - b. Medicare Secondary Payer Statute (CMS Section 111 Reporting): The TPA shall be responsible for flagging and reporting all applicable claims subject to CMS Section 111 reporting.

5. Please describe your firm's backup provisions to protect client files, both electronic and paper.

17. Historical Scope of Work - Quantified

TOTAL NUMBER OF REPORTED AND CURRENTLY OPEN WC CLAIMS  
20-YEAR SURVEY\*

Policy Year	Total # Claims Reported	Total # Open Claims	Total # Closed Claims	Gross \$\$ Paid to Date	Gross \$\$ Incurred	Outstanding \$\$ Reserve
2020 *	164	52	112	\$307,254	\$697,207	\$389,953
2019	409	55	354	\$1,864,958	\$2,954,738	\$1,089,780
2018	469	53	416	\$3,088,723	\$4,522,982	\$1,434,259
2017	318	39	279	\$2,921,781	\$3,935,064	\$1,013,284
2016	365	18	347	\$2,836,657	\$3,263,030	\$426,373
2015	223	14	209	\$4,057,550	\$4,559,018	\$501,468
2014	285	24	261	\$2,334,452	\$2,649,716	\$315,263
2013	290	18	272	\$6,078,345	\$7,035,385	\$957,040
2012	327	11	316	\$4,349,007	\$4,603,811	\$254,804
2011	325	8	317	\$4,818,790	\$5,021,592	\$202,802
2010	384	12	372	\$5,530,946	\$5,827,498	\$296,551
2009	350	8	342	\$5,788,545	\$6,035,248	\$246,704
2008	390	6	384	\$5,798,044	\$6,050,418	\$252,374
2007	336	2	334	\$3,085,225	\$3,118,880	\$33,654
2006	324	1	323	\$3,599,183	\$4,613,257	\$1,014,074
2005	448	1	447	\$3,396,640	\$3,396,768	\$128
2004	422	1	421	\$6,505,852	\$6,628,975	\$123,123
2003	467	2	465	\$5,864,041	\$6,072,476	\$208,435
2002	460	1	459	\$6,091,237	\$6,190,205	\$98,968
2001	536	3	533	\$7,887,342	\$8,120,124	\$232,783
2000	583	2	581	\$6,487,457	\$6,501,730	\$14,273
1999	595	6	589	\$8,758,998	\$9,512,834	\$753,836

\* Numbers valued as of July 31, 2020 and rounded to nearest dollar.

**End of Section III**

## **SECTION IV – RFP RESPONSE, EVALUATION FACTORS AND CRITERIA**

### **A. General**

1. A Proposal is requested from the Proposer. The Proposal will detail the Proposer's experience, personnel, proposed scope and approach, and any other relevant information.
2. All portions of this RFP and the Proposal are considered to be part of the Services Agreement to be entered into between the Authority and the Successful Proposer and will be incorporated by reference.

### **B. Proposals**

The Scope of Services (Section III) is intended to outline the Authority's needs. The Proposal should thoroughly define the Proposer's proposed scope and approach to the Services.

#### **Required Components of the Proposal:**

1. Provide an executive summary of not more than one page identifying and sustaining the basis of your contention that you are the best qualified firm to provide the requested services to the Authority.
2. Provide the name, title, business address, e-mail address, telephone number and fax number of the individual the Authority should contact regarding your Proposal.
3. Provide a brief description of your firm, its ownership structure and its state/country of incorporation or formation. Describe your firm's physical presence in the State of New Jersey, including the number of offices, the number of employees and the type of business activity conducted in the State. Also, please describe the participation of women and minorities in your firm. Please indicate the percentage of your firm that is owned by women and minorities.
4. Set forth fully the anticipated assigned liaison contact, professional and sub-professional staff to be used in providing the Services. Each individual's background and resumes should be included, as well as their anticipated respective functions and responsibilities. Sufficient responsible and professional personnel, with complete and capable supporting staff, must be provided to perform the Services. Please provide the Supervisor to Claims Administrator ratio as well as the maximum number of open claims (lost time and medical only) which will be assigned to each claims adjuster.
5. Identify any existing or potential conflict of interest, or any relationships that might be considered a conflict of interest, that may affect or involve the provisions of Services to the Authority, including but not limited to conflicts with financial advisors, law firms providing services to the State or the Authority and State employees or Authority employees.

6. Describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas, or other information requests of or involving your firm or the owners, principals or employees thereof during the last three (3) calendar years. Describe the nature and status of the matter and the resolution, if any.
7. All the documents listed in the (Check List in Section VI) must be submitted in order for a Proposal to be considered responsive to this RFP.
8. The Proposer shall be required to submit a minimum of three (3) relevant references. Proposer references shall pertain to the nature of work performed, duration of the projects, relationship between the firm and the Proposer and other considerations regarding the ability and responsibility of the Proposers that the Authority deems appropriate. Include references that demonstrate ability and qualifications to conduct governmental audits.
9. Describe the claims processing procedures you propose to put in place to ensure that the timelines, as set forth in this RFP, are met, with special emphasis on your diary system to track all billing/payment timelines. Claims processing procedures should include but not be limited to:
  - a. Average turnaround time for processing claim payments.
  - b. Measurement of claim payment accuracy and identification of payment errors.
  - c. Identifying and controlling fraudulent and/or exaggerated claims.
  - d. Identifying and pursuing potential subrogation and/or second injury fund contribution.
  - e. Identifying and pursuing necessary data from providers for timely payments of services, to ensure employees' bills are paid in a timely manner.
  - f. What Performance Guarantees will you offer to meet your criteria regarding the above procedures, a through e?
10. Proposers shall demonstrate competence in the following Risk Management Information Reporting to include sample copies of the standard reports that you intend to utilize in compliance with the requirements of Section III.
11. Proposers shall include the following in regards to Medical Cost Containment:
  - a. Please provide a description of your preferred provider network.
    - (i) Provide a copy of your preferred provider network listing of authorized treating physicians, medical and physical therapy providers for the entire State of New Jersey. In addition, if not specifically itemized within the printed provider listing, please provide breakdown of providers itemized by specialty and by county within the State of New Jersey. Also indicate whether your

provider network extends outside of the State of New Jersey and, if it does, please identify scope.

- (ii) Identify aggregate claims discounts by preferred provider network described in a (i) above. Discounts should be provided by; facility, non-facility, and prescription drugs.
  - (iii) What performance guarantees are you willing to offer to meet the claim discounts described in a (ii) above?
- b. A description of your utilization review criteria for monitoring treatment and adherence to protocol.
  - c. Procedures for auditing and adjusting medical bills submitted to usual, reasonable and customary rates.
  - d. A sample “Explanation of Benefits” (EOB).
  - e. A description of your system safeguards and or algorithms in place to preclude duplicate payments to providers.

12. The Proposer shall include the following:

- 1. A detailed description of risk/loss control services provided by your firm, including specific areas of expertise among in-house staff, catalog or listing of training materials.
- 2. Please specify how many hours of risk/loss control services are included (bundled) in your Proposal (please express this in terms of hours per policy year under this agreement). Also, please specify the hourly rate you propose to charge the Authority for risk control services above and beyond bundled services if the Authority, at its sole discretion, opts for them.
- 3. Please indicate whether your organization has its own in-house fraud/surveillance unit or if contracted to third party, whom that party may be and where domiciled.

13. Each Proposer shall list three current and three prior clients (including names of contacts and their e-mail addresses and/or phone numbers), preferably in the public sector in New Jersey, for which you provide/provided services similar to those solicited in this RFP. Note that, by providing the names and phone numbers of references, Proposers thereby authorize the Authority to contact them for the purpose of soliciting their comments regarding the nature of their experience with services provided by Proposers’ firms.

14. Please indicate how you propose to handle reporting requirements under the Medicare Secondary Payer Statute, including options for handling MSA settlements and whether you propose to charge fees for each of these services. If you propose to charge fees, please specify what they will be and whether they are imposed once, annually, etc.



15. Proposers must include a fee proposal based upon the following:

1. The Authority TPA Workers' Compensation claims administration is currently operating under a "life of contract" services agreement with the fees being paid in fixed monthly installments. The Authority is interested in evaluating the cost of moving to a "life of claim" services agreement. TPA Claims Administration Proposers should quote the following:

i. Life of Contract Services Agreement (Current Basis)

- Annual Fee (paid in monthly installments) for the first 3 years, then with two one-year renewal options
- Rate per claim to conclusion for takeover of existing open claims (from Life of contract agreement)

ii. Life of Claims Services Agreement

- Annual Fee (paid in monthly installments) for the first 3 years, then with two one-year renewal options

2. Medical Cost Containment Services

a. The Authority Medical Cost Containment Services fees are currently being paid in fixed monthly installments. Medical Cost Containment Proposers should quote the following:

i. Life of Contract Services Agreement (Current Basis)

- Annual Fee (paid in monthly installments) for the first 3 years, then with two one-year renewal options
- Rate per claim to conclusion for takeover of existing open claims (from Life of contract agreement)

ii. Life of Claims Services Agreement

- Annual Fee (paid in monthly installments) for the first 3 years, then with two one-year renewal options.





Finalists may be asked to: (1) reprocess a sampling of ten or more medical bills (identical bills shall be provided to each finalist) and the comparison of the net charges to the Authority for the representative sampling of bills submitted may be included in the evaluation of proposals; and (2) indicate the net cost to the Authority for a variety of specific prescription medications to be specified by the Authority.

**Fee Proposal/MR** - Disability Case Management - telephonic and on-site should be proposed for both: (1) hourly rate and (2) per claim.

*Telephonic Case Management*

*On-Site Case Management*

First Year	\$_____	First Year	\$_____
Second Year	\$_____	Second Year	\$_____
Third Year	\$_____	Third Year	\$_____
Fourth Year	\$_____	Fourth Year	\$_____
Fifth Year	\$_____	Fifth Year	\$_____
Renewal Options	\$_____	Renewal Options	\$_____



support this project as demonstrated by its proposed staffing given its existing projects, ability to complete specific assignments in timely fashion as demonstrated by similar past projects, compliance with professional errors and omissions insurance.

3. Firm Experience: 20

Evaluation will include the Proposer's experience providing similar services to other entities, especially governmental or other public agencies. Evaluation will also include review of references and financial records.

4. Credentials of Team: 15

Evaluation will include qualifications and relevant experience of key personnel, particularly those involved in day-to-day functions. Proposers should highlight experience on similar assignments and comment on the availability of the staff listed.

5. Fees for the Services: 25

The fees shall include all professional, administrative and clerical services and all out-of-pocket expenses including but not limited to, photo copying, fax, email and computer usage, incurred in connection with the completion of the Services required herein. Travel time or costs are not reimbursable.

**End of Section IV**

## SECTION V: INSURANCE

### A. Insurance

Prior to the commencement of any activity pursuant to a contract awarded under this RFP, the Consultant shall procure and maintain at its own expense, throughout the term of any resulting contract and until acceptance by the Authority of the Services performed under such contract, or for a duration as otherwise provided herein, from an insurance carrier acceptable to the Authority, the following insurance coverages:

1. **Commercial General Liability Insurance.** Consultant shall maintain **Commercial General Liability Insurance** (CGL) with a coverage limit of not less than **\$2 million each occurrence**. CGL insurance shall be written on the latest ISO occurrence form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage arising from premises, operations, independent contractors, products-completed operations and for liability arising from personal injury and advertising injury, and liability assumed under contract. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. The insurance shall be endorsed to delete the coverage restriction related to work conducted within fifty (50) feet of a railroad, and the XCU exclusions. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers” shall be included as additional insureds on the latest ISO forms providing such status for ongoing operations and products-completed operations without any added restrictions or diminution in coverage (or substitute forms providing at least equivalent coverage). This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion. With respect to products and completed operations insurance, Consultant shall maintain such insurance for a period of not less than three (3) years following the termination of this Contract.

2. **Commercial Automobile Liability Insurance.** Consultant shall maintain **Commercial Automobile Liability Insurance** covering all vehicles owned or used by Consultant with a coverage limit of not less than **\$2 million each occurrence**. Auto insurance shall be written on the latest ISO form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers” shall be included as additional insureds. This insurance shall apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. Such insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.

Should the Services to be provided pursuant to this RFP require the Consultant or any subcontractors, to transport any hazardous materials, hazardous substances, hazardous wastes and contaminated soils, the Consultant shall provide the Authority with evidence of levels of financial responsibility as required by the Motor Carrier Act of 1980 and 49 C.F.R., Part 387. The Consultant and/or subcontractor, as the case may be, shall provide the Authority with an Endorsement for Motor Carrier Policies of Insurance for Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 (Form MCS-90) issued by the insurer.

3. **Workers’ Compensation and Employers’ Liability Insurance.** Consultant shall maintain **Workers’ Compensation and Employers’ Liability Insurance**. Employers’ liability coverage shall be in a limit not less than **\$1 million Bodily Injury by Disease Each Employee, \$1 million Bodily Injury by Accident- Each Accident, \$1 million Bodily Injury by Disease – Policy Limit**. Workers’ Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states insurance to extend coverage to any state which may be interpreted to have legal jurisdiction. Such policies shall include endorsements to ensure coverage under the U.S. Longshore’s and Harborworkers’ Compensation Act and Maritime Act (Death on the High Seas Act) where required.
4. **Professional Liability Insurance.** Consultant shall maintain **Professional Liability Insurance** covering its errors and omissions and liability assumed under contract with a coverage limit of not less than **\$5 million** each occurrence. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers” shall be included as additional insureds. This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion. The required policy limit for this insurance can be provided by a combination of primary and excess coverages, provided that primary coverage shall be not less than \$1,000,000 and that the excess coverage shall be at least as broad as the primary policy.



5. **All Risk Crime Insurance** Consultant shall provide an **All Risk Crime** Insurance policy covering the Consultant, its employees, agents and independent contractors for a minimum amount of \$5,000,000 per occurrence. The full policy limits shall include coverage for the loss of assets owned by or for which Proposer is legally liable and resulting from computer fraud or fraudulent transfer instructions. This policy coverage shall include theft of the Authority funds by an employee of the Proposer, its employees, its agents and independent contractors. The Authority shall be named as loss payee, as its interest may exist, on this policy. This insurance shall not contain any provision under which claims made by the Authority against the Proposer would not be covered due to the operation of an insured versus insured exclusion.
  
6. **Cyber Liability Insurance** Consultant shall maintain Privacy and Network Security insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible; and (2) computer viruses, Trojan horses, worms and any other type of malicious or damaging code; and (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data; and (4) denial of service for which the Consultant is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system; and (5) loss of service for which the Consultant is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities; and (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than \$10,000,000 per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.

## **B. Additional Requirements**

1. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Work will be provided upon request of the Authority.
  
2. All insurance policies shall specify that the territorial limits shall be on a worldwide basis or as otherwise agreed with the Authority. All insurance policies shall provide that not less than 30 days advance written notice of cancellation or material change of any insurance referred to therein shall be given by registered mail to the Law Department, New Jersey Turnpike Authority at P.O. Box 5042, One Turnpike Plaza, Woodbridge, New Jersey 07095. All insurance companies providing coverage shall be authorized to do business in the State of New Jersey and maintain an A.M. Best rating of A-VII or better.
  
3. Any other insurance carried by Consultant or subcontractors shall be considered to be primary and any insurance carried by or self-insurance programs afforded to the Authority shall be considered excess and non-contributing with such primary insurance.

4. Any other insurance carried by Consultant or subcontractors shall also contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
5. Prior to commencing any services under this Contract and thereafter upon the Authority's request, Consultant shall furnish the Authority with a certificate(s) of insurance satisfactory to the Authority and, if requested by the Authority, applicable endorsements and/or a certified duplicate copy of the insurance policy(s) required, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements and shall be accompanied by copies of the endorsements:
  - a. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insureds." This statement is not required for the Consultant's workers' compensation and employers' liability insurance, or professional liability insurance.
  - b. Thirty (30) days' notice of cancellation or material change in coverage shall be given by registered mail to the New Jersey Turnpike Authority as specified above.
  - c. All policies shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
  - d. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers"
  - e. All certificate(s) shall be mailed to: Director of Procurement and Materials Management, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.
6. In the event that Consultant subcontracts any portion of its obligations pursuant to this RFP, Consultant shall require such subcontractor to comply with all of the above insurance requirements as if the subcontractor's name were substituted for any reference to Consultant. If any subcontractor cannot comply with this requirement, then such subcontractor shall be added under the Consultant's policies as an additional insured.
7. It is agreed and understood by the parties that the obligation of the Consultant to obtain and maintain insurance policies required in accordance with this RFP is an essential term of the RFP and that the Authority relies on the Consultant to perform such obligation. The parties further acknowledge and agree that the failure of the Authority to require strict compliance with all the terms and conditions regarding insurance, as set forth in this RFP, and as evidenced by any Certificates of Insurance, Slips and/or Binders, copies of insurance policies, or otherwise, shall not

constitute a waiver or amendment of any of the terms, conditions and requirements of this RFP regarding the provision of insurance coverage by the Consultant.

8. The Consultant shall ensure that the activities to be performed under this RFP do not violate the terms and conditions of any insurance policy which is or may be provided by the Consultant hereunder, and that it shall take all measures necessary to avoid any actions which may lead to cancellation or voidance of such insurance policies.
9. In the event that the Consultant fails or refuses to maintain or renew any insurance policy required to be maintained herein, or if such policy is cancelled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under this RFP. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Consultant or subcontractor. During any period when the required insurance is not in effect, the Authority may suspend performance of the Agreement. If the Agreement is so suspended, no additional compensation or extension of time shall be due on account of such suspension. Due to future changes in economic, financial, risk and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.
10. NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.
11. Terms and Deductibles. The Consultant shall be responsible for any deductible or self-insured retention, exclusions or lack of coverage in the insurance policies described above. Any deductible or self-insured retention greater than \$5,000 per occurrence must be disclosed to and approved by the Authority. The Authority reserves the right to require that any deductible or self-insured retention be no greater than \$5,000 per occurrence.

**End of Section V**

**SECTION VI: CHECKLIST AND EXHIBITS**

**CHECKLIST OF ITEMS**

**THE FOLLOWING ITEMS MUST BE SUBMITTED WITH YOUR PROPOSAL ALONG WITH THIS CHECKLIST ITSELF:**

**CHECK OFF AS READ, SIGNED & SUBMITTED**

	<b>CHECK LIST</b>	
<b>A.</b>	<b>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)</b>	
<b>B.</b>	<b>AFFIRMATIVE ACTION INFORMATION SHEET</b>	
<b>C.</b>	<b>AFFIDAVIT OF MORAL INTEGRITY</b>	
<b>D.</b>	<b>OWNERSHIP DISCLOSURE FORM</b>	
<b>E.</b>	<b>VENDOR FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129</b>	
<b>F.</b>	<b>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</b>	
<b>G.</b>	<b>NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX</b>	
<b>H.</b>	<b>NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS</b>	
<b>I.</b>	<b>AFFIDAVIT OF NON-COLLUSION</b>	
<b>J.</b>	<b>NJ BUSINESS REGISTRATION CERTIFICATE (Recommended with submission, required from Successful Proposer prior to contract award.)</b>	
<b>K.</b>	<b>SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM</b>	
<b>L.</b>	<b>SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION</b>	
<b>M.</b>	<b>INSURANCE (see Section V of RFP) for Insurance Requirements for the Services Agreement) Submit proof of insurance- either certificate of insurance or letter from broker with proposal.</b>	
<b>N.</b>	<b>FINANCIALS (Provide copies of audited financial statements or federal income tax returns for the past three years.)</b>	

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name – please print or type)

\_\_\_\_\_  
(Telephone Number/Fax Number)

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

*N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27*

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES AGREEMENTS

During the performance of the Services Agreement, the Contractor agrees as follows:

- A. 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.
- 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, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The contractor or subcontractor will send to each labor union, of 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.
- D. 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.
- E. 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*.
- F. 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.
- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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.

- H. 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.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and Services Agreement, one of the following three documents:
  - i. Letter of Federal Affirmative Action Plan Approval
  - ii. Certificate of Employee Information Report
  - iii. 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 subcontractor 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**

The parties to the Services Agreement do hereby agree that the provision of *N.J.S.A. 10:5-31 et seq.* dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of the Services Agreement and are binding upon them.

Submitted by:

**Firm Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT B**

**AFFIRMATIVE ACTION INFORMATION SHEET**

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED SERVICES AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The Proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs (Good for one year of the date of letter).

YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.

(OR)

2. The Proposer has submitted a Certificate of Employee Information Report pursuant to (*N.J.A.C. 17.27-1.1*) and The State Treasurer has approved said report.

YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number \_\_\_\_\_

(OR)

3. If Proposer has already submitted the Employee Information Report form to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful Proposer and have none of the above, please contact the Procurement and Materials Management Department at **(732) 750-5300 ext. 8628** within five (5) days of notification of award for AA-302 Form. This AA-302 Form must be forwarded to the States' Affirmative Action Office with a copy returned to the Authority's Procurement and Materials Management Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed \_\_\_\_\_ Date Signed \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Proposers Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**EXHIBIT C**  
**AFFIDAVIT OF MORAL INTEGRITY**

STATE OF \_\_\_\_\_

Ss:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ (Pres., Vice Pres., Owner/Partner) of

\_\_\_\_\_ (Proposer), being first duly sworn, deposes and says:

1. That the Proposer wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Proposer's proposal.

2. That as of the date of signing this Affidavit, neither Proposer nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi-criminal violations, except as follows: **(If none, so state):** \_\_\_\_\_

3. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, *non vult* or *nolo contendere* to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: **(If none, so state):** \_\_\_\_\_

4. That Proposer authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

5. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: **(If none, so state):** \_\_\_\_\_

6. That the undersigned, being authorized to act on behalf of Proposer certifies that I am personally acquainted with the operations of said Proposer, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to accept the Proposer as a qualified provider of goods and/or services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

Sworn and Subscribed to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title

(Corporate Seal)



EXHIBIT D

OWNERSHIP DISCLOSURE FORM

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE NEW JERSEY TURNPIKE AUTHORITY ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

**PLEASE NOTE THAT IF THE PROPOSER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.**

1. Are there any individuals, corporations, partnerships, or limited liability companies owning a **10% or greater** interest in the Proposer? YES  NO

IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.

IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.

2. Of those parties owning a 10% or greater interest in the Proposer, are any of those parties individuals?

YES  NO

3. Of those parties owning a 10% or greater interest in the Proposer, are any of those parties **corporations, partnerships, or limited liability companies**?

YES  NO

4. If your answer to Question 3 is "YES", are there any parties owning a **10% or greater** interest in the corporation, partnership, or limited liability company referenced in Question 3?

YES  NO

IF **ANY** OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

**PART 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS “YES”.**

If you answered “YES” for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Proposer. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

**INDIVIDUALS**

NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____

NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____

NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____

***Attach Additional Sheets If Necessary.***

**PART 2 continued**  
**PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES**

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

***Attach Additional Sheets If Necessary.***

In the alternative, to comply with the ownership disclosure requirement, a Proposer with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Proposer, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the New Jersey Turnpike Authority is relying on the information contained herein, and that the Proposer is under a continuing obligation from the date of this certification through the completion of any contract(s) with the New Jersey Turnpike Authority to notify the New Jersey Turnpike Authority in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the New Jersey Turnpike Authority, permitting the New Jersey Turnpike Authority to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
FEIN/SSN

**EXHIBIT E**

**VENDOR DISCLOSURE FORM**

Please be advised that, the New Jersey Turnpike Authority (the "Authority") has developed this form under the policy and procedures in accordance with *N.J.S.A. 52:34-13.2*. Under this order, the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Proposers seeking to enter into the Services Agreement in which services are procured on his behalf must disclose:

a. The location by country where the services under the Services Agreement will be performed;

and

b. Any subcontracting of services under the contract and the location by country where the subcontracted services will be performed.

**LOCATION BY COUNTRY WHERE SERVICES UNDER THE SERVICES AGREEMENT WILL BE PERFORMED:**

**The Proposer** \_\_\_\_\_  
(Location by Country)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_  
(Location by Country)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

**I certify that all information is true and correct to the best of my knowledge.**

Proposer: \_\_\_\_\_ Title: \_\_\_\_\_

EXHIBIT F

NEW JERSEY TURNPIKE AUTHORITY  
**\*\*NEW - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN\*\***

NAME OF CONTRACTOR /BIDDER: \_\_\_\_\_

**PART 1: CERTIFICATION**

CONTRACTORS/BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX**.  
***FAILURE TO CHECK ONE OF THE BOXES SHALL RENDER THE PROPOSAL NON-RESPONSIVE.***

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list follows this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Authority finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the contractor/bidder listed above nor any of the contractor's/bidder's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the CERTIFICATION below.**

**OR**

I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the CERTIFICATION below. **Failure to provide such will result in the proposal being rendered a non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet

Name \_\_\_\_\_ Relationship to Contractor/Bidder \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Contractor/Bidder Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

---

**CERTIFICATION**  
**MUST BE SIGNED BY BIDDER**

I being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the New Jersey Turnpike Authority (“Authority”) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET

P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039

<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25”):

- |   |   |
|---|---|
| 1. AK Makina Ltd.   | 16. Indian Oil Corporation                      |
| 2. Amona  | 17. Kingdream PLC                               |
| 3. Bank Markazi Iran (Central Bank of Iran)                             | 18. Naftiran Intertrade Company (NICO)          |
| 4. Bank Mellat  | 19. National Iranian Tanker Company (NITC)      |
| 5. Bank Melli Iran  | 20. Oil and Natural Gas Corporation (ONGC)      |
| 6. Bank Saderat PLC   | 21. Oil India Limited                           |
| 7. Bank Sepah   | 22. Persia International Bank                   |
| 8. Bank Tejarat   | 23. Petroleos de Venezuela (PDVSA Petróleo, SA) |
| 9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc) | 24. PetroChina Company, Ltd.                    |
| 10. China National Offshore Oil Corporation (CNOOC)                     | 25. Sameh Afzar Tajak Co. (SATCO)               |
| 11. China National Petroleum Corporation (CNPC)                         | 26. Shandong Fin Cnc Machine Company, Ltd.      |
| 12. China National United Oil Corporation (ChinaOil)                    | 27. Sinohydro Co., Ltd.                         |
| 13. China Oilfield Services Limited                                     | 28. SK Energy Co. Ltd.                          |
| 14. China Petroleum & Chemical Corporation (Sinopec)                    | 29. SKS Ventures                                |
| 15. China Precision Machinery Import-Export Corp. (CPMIEC)              | 30. Som Petrol AS                               |
|   | 31. Zhuhai Zhenrong Company                     |

**List Date: July 1, 2020**



**EXHIBIT G**

**NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX**

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under the Agreement to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



**EXHIBIT I**

**AFFIDAVIT OF NON-COLLUSION**

STATE OF               :  
                                  :  
COUNTY OF           :

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority (“Authority”), or any person interested in the proposed Services Agreement; and that all statements in said Proposal are true.
  
2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the Authority as to whether the Authority should decline to award the Services Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

\_\_\_\_\_  
FIRM NAME  
\_\_\_\_\_  
NAME  
\_\_\_\_\_  
TITLE  
\_\_\_\_\_  
SIGNATURE

Subscribed and sworn to and  
before me this       day  
of               , 20\_\_\_\_.  
  
\_\_\_\_\_

**EXHIBIT J**

**NJ DIVISION OF REVENUE BUSINESS REGISTRATION  
[Attach]**

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-9292.

If you wish to file your application online, you may do so by visiting the following website:  
<http://www.state.nj.us/treasury/revenue/njbgs/bgsclientreg.shtml>

**EXHIBIT K**

**SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS**

**SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM**

If Proposer is registered with the State of New Jersey as a Small Business Enterprise (SBE), and/or Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration/ Certification Form with your Proposal. Please check off the gross receipt category of your business if registered as an SBE

- SBE CATEGORY 1                      \$0- \$500,000                      \_\_\_\_\_
- SBE CATEGORY 2                      \$500,001 thru \$5,000,000                      \_\_\_\_\_
- SBE CATEGORY 3                      \$5,000,001 thru \$12,000,000                      \_\_\_\_\_
- NOT APPLICABLE                      \_\_\_\_\_

SBE Registration # \_\_\_\_\_

Please check below if applicable

Woman Business Enterprise        \_\_\_\_\_    Minority Business Enterprise \_\_\_\_\_

Proposer Name: \_\_\_\_\_

**EXHIBIT L**

**SMALL BUSINESS ENTERPRISE FORM**

**SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION**

**SMALL BUSINESS ENTERPRISE FORM**

**SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION**

NAME & ADDRESS OF SBE (SUB)CONSULTANT SUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGE OF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

\_\_\_\_\_  
Proposer (Print Name)

\_\_\_\_\_  
Proposer's SBE Liaison officer (if applicable)

\_\_\_\_\_  
Telephone Number

**All Proposers must complete and submit this form with their Proposal (if no subcontracting is involved state so.)**



**EXHIBIT M**

**[Attach Certificate of Insurance or Letter from Broker]**



**EXHIBIT N**

**[Attach Audited Financial Statements or Federal Income Tax Returns for the Past 3 years]**

## **APPENDICES**

- 1. Draft Services Agreement**
- 2. State Contractor Political Contribution Compliance Public Law 2005, Chapter 51 and Executive Order 117**

**APPENDIX 1  
DRAFT SERVICES AGREEMENT**

**AGREEMENT FOR SELF-FUNDED WORKERS' COMPENSATION PROGRAM**

**THIS SERVICES AGREEMENT** (the "Agreement") is dated and effective \_\_\_\_\_, 202\_ by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at One Turnpike Plaza, Woodbridge, New Jersey 07095 (the "Authority"); and \_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (the "Consultant").

**WITNESSETH:**

**WHEREAS**, the Authority requires the services of a professional firm with adequate staff and experience to provide third party claims administration services for the Authority's Self-Funded Workers' Compensation Program; in accordance with a Request for Proposal, dated as of \_\_\_\_\_ (collectively, with all addenda, the "RFP", attached hereto as Exhibit A); and

**WHEREAS**, the Consultant is a professional company which is proficient in Self-Funder Workers' Compensation and all other defined Services and has submitted to the Authority a written proposal, dated \_\_\_\_\_; and

**WHEREAS**, the Consultant was invited to make an oral presentation to the Authority on \_\_\_\_\_, following which the Consultant was further invited to submit a best and final offer ("BAFO"); and

**WHEREAS**, on \_\_\_\_\_, the Consultant submitted in writing a BAFO which clarified and expanded upon the statements contained in the aforesaid \_\_\_\_\_ proposal (collectively, with the initial \_\_\_\_\_ proposal dated \_\_\_\_\_, 202\_ , the "Proposal", attached hereto as Exhibit B); and

**WHEREAS**, the Authority evaluated the Proposal in accordance with the criteria stated in the RFP and, after comparison with other submitted proposals was deemed to be the most advantageous to the Authority; and

**WHEREAS**, on \_\_\_\_\_ the Authority adopted Agenda Item \_\_\_\_\_ awarding a professional services contract to the Consultant; and

**WHEREAS**, the Authority wishes to memorialize and enter into an Agreement with the Consultant setting forth the terms and conditions of the parties' rights and obligations with respect to the procurement of the services as hereinafter defined;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. DEFINITIONS.**

“Authority” shall mean the New Jersey Turnpike Authority as established in accordance with *N.J.S.A. 27:23-1, et seq.*, and shall be the members of the Authority acting in accordance with said statute.

“Consultant” shall mean \_\_\_\_\_, with its principal offices located at \_\_\_\_\_.

“Completion Consultant” shall mean the consultant that the Authority selects and uses, pursuant to Section 8 of the Agreement, to complete the Services upon termination of the Consultant pursuant to Section 7 hereof.

“Director” shall refer to the Authority’s Director of Human Resources or his/her designee acting on his/her behalf as employees of the Authority with regard to the Agreement.

“Services” shall refer to \_\_\_\_\_ in accordance with the Proposal and the RFP. The RFP and the Proposal are incorporated by reference into the Agreement and attached thereto as Exhibits A and B, respectively.

All other defined terms as used in the Agreement and not defined herein shall have the same meaning as defined and used in the RFP (Exhibit A) or the Proposal (Exhibit B), as the case may be.

**2. COMPENSATION.**

(a) The authorized amount of compensation to be paid to the Consultant under the Agreement shall be a [fixed] fee of \$\_\_\_\_\_ for \_\_\_\_\_ [and an amount not to exceed \$\_\_\_\_\_ for \_\_\_\_\_] in accordance with the Proposal. Payments shall include all professional fees, administrative service fees and all material expenses. The Authority shall have the right to audit all payroll and direct costs or expenses of the Consultant in accordance with Section 11 of the Agreement. The Consultant shall keep available, for Authority inspection, records of all costs and expenses for a period of not less than five (5) years after the term of the Agreement.

(b) No increase in the fees or expenses set forth in Section 2(a) hereof shall take effect unless such increased fees or expenses are approved by the members of the Authority in accordance with the statutes and laws of the State of New Jersey. The Consultant acknowledges and agrees to its responsibility to maintain control of all fees and expenses, and further acknowledges and agrees that the total compensation in the amount of \$\_\_\_\_\_ is a total amount not to be exceeded and is sufficient to complete the Services under the terms of the Agreement.

(c) Any payments made to the Consultant by the Authority under the terms of the Agreement shall not be deemed a waiver of the Authority's right to seek damages for remediation in the event there are any deficiencies in the Services.

(d) In the event of any conflicting claim or claims by the Consultant regarding the right to receive payments that may be due, or to become due, from the Authority under the terms of the Agreement, the Authority may withhold the amount of payments pertinent to such conflicting claim or claims, as determined by the Authority, until such dispute, or disputes, be finally resolved to the reasonable satisfaction of the Authority.

(e) With the award of the Agreement, the Consultant shall receive its payment(s) electronically and invoices should be emailed to: [invoicefb@njta.com](mailto:invoicefb@njta.com). In order to receive payments via automatic deposit from the Authority, the Consultant shall complete and return the "Authorization Agreement for Direct Payments (ACH Credits)" Form with an **original voided check or bank letter**. The Form must include the ABA number (routing or transit number), bank account number and indicate whether the bank account is a checking or savings account. The Form and instructions are located in the Instruction to Bidders on the Authority's website <http://www.njta.com/doing-business/goods-and-services>. The Consultant shall email the completed Form along with the required voided check or bank letter to [achvendor@njta.com](mailto:achvendor@njta.com).

**3. STANDARD OF CARE.** The Director may disapprove any item of Service rendered by the Consultant if it is not in accordance with the requirements of the Agreement or the standard of care of the Consultant as set forth herein. The Consultant represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of non-fulfillment of the foregoing warranty, upon written demand of the Authority, the Consultant shall perform such corrective services (within the original scope of work) as may be necessary to conform to the foregoing warranty; provided further however, it is understood that the Director shall have the right throughout the term of the Agreement to review the Consultant's work and request reasonable remedial efforts and corrections, provided that such changes or corrections are substantially consistent with the RFP and the Proposal, and are limited to ensuring that the Consultant has provided the Services in accordance with the requirements of the Agreement and this standard of care. All costs incurred by the Consultant in performing any corrective Services shall be borne by the Consultant.

**4. SERVICES.** The Consultant represents itself to be experienced and competent to perform the Services in accordance with the requirements of the Agreement and the Standard of Care set forth in Section 3 herein. The Consultant agrees that the Services to be performed hereunder shall be those specified in the RFP and the Proposal. Should any ambiguity or conflict exist among the Agreement, the RFP, and the Proposal in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the hierarchy set forth in Section 25.

**5. TERM.** The Agreement shall be in effect for a period of \_\_\_\_\_year(s) from the effective date of the Agreement. The Agreement also provides the Authority with the option for\_\_\_\_\_additional (1) year extension(s) of the Services with the concurrence of the Consultant for additional services necessary or incidental to the subject matter of the Agreement. During the term of the Agreement the Authority will have the right to procure additional services at the pricing and in conformity with the Services outlined in the Proposal.

**6. PERSONNEL.** The Consultant agrees that the key personnel identified in the Proposal will be those individuals that are assigned to the Services, and that the assignment of such individuals is a material term of the Agreement. The Consultant agrees to promptly notify the Authority in writing of the identity of any individuals that it desires to assign to perform the Services as a replacement for, or in addition to, the key individuals named and listed in the Proposal. All replacements shall be subject to the approval of the Authority; provided, however, that such approval will not be unreasonably withheld if any replacement possesses qualifications and experience that are equal to, or greater than, the subject of the replacement.

**7. TERMINATION.** Notwithstanding any other provision in the Agreement, the Agreement may be terminated or suspended by the parties pursuant to the following terms and conditions;

(a) The Authority may terminate the Agreement as follows:

- (i) Immediately upon failure by the Consultant to remedy a material breach of its obligations under the Agreement within five (5) days of the date of written notice from the Authority of such material breach;
- (ii) For convenience, upon thirty (30) days prior written notice by Authority;
- (iii) Immediately, if the Consultant shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Consultant and the act of bankruptcy alleged is not removed or dismissed within sixty (60) days;
- (i v) Immediately upon the indictment of an owner of the Consultant.

(b) The Consultant may terminate the Agreement as follows:

- (i) Upon sixty (60) days prior written notice to the Authority from the Consultant upon failure by the Authority to remedy a material breach of its obligations under this Agreement within sixty (60) days of written notice from the Consultant to cure such material breach.

(c) Upon termination of the Agreement by either party and upon receipt by the Consultant of payment for all outstanding fees and charges, the files (including electronic files) pertaining to Authority matters, Authority's papers and property shall be returned promptly to the Authority upon request.

**8. RIGHTS UPON TERMINATION.** In the event of a termination, pursuant to Section 7 hereof, if the total amount paid to the Completion Consultant exceeds the compensation stated in the Agreement, the Consultant shall pay the Authority any reasonable excess cost incurred by the Authority as a result of engaging the Completion Consultant.

**9. OBLIGATION FOR TRANSITION.** At such time as the Agreement is terminated, whether pursuant to Section 7 hereof or by the expiration of the term and/or extension of the term pursuant to Section 5 hereof, the Consultant will make all reasonable efforts, in cooperation with the Authority and such parties as may be selected by the Authority to perform the Services after the termination of the Agreement in order to effect a smooth transition of services. In furtherance of this commitment, the Consultant shall, for example, but without limitation, retain and promptly transfer all relevant files (including electronic files) to the appropriate recipient, confer with the Authority, and with any other party at the Authority's instruction.

**10. FORCE MAJEURE.** Neither party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbances, fires, equipment failure or failures of third parties to provide (or delays in so providing) equipment, software or services. The parties shall act, to the extent reasonably possible, to minimize any such delays. In the event either party is subject to delays due to such a cause for more than sixty (60) days, either party may, at its option, terminate the Agreement for convenience upon written notice to the other, or, upon mutual agreement, extend the time for performance by the period of time equal to the time lost, whether the delay is less than sixty (60) days or not.

**11. RIGHT TO AUDIT.** The Consultant shall:

(a) Permit during ordinary business hours for the term of the Agreement and for a period of five (5) years after final acceptance of the Services, the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services and also any records and books of any company which is owned or controlled by the Consultant, or which owns or controls the Consultant, if said company performs services similar to those performed by the Consultant anywhere in the State of New Jersey.

(b) If any audit pursuant to Section 11(a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Consultant's principal place of business where the Consultant's records and books are

maintained, then the Consultant shall bear the additional cost of the audit.

(c) The Authority shall provide reasonable prior notice to the Consultant of any anticipated audit under this Section.

**12. INSURANCE.** The Consultant shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V of the RFP.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW OR EQUITY.

**13. INDEMNIFICATION.** The Consultant agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any act or omission or willful misconduct of the Consultant or any of its officers, agents, sub-consultants, or employees in any manner related to the subject matter of this Agreement. In the event that the Consultant fails to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them in accordance with this Section, any money due to the Consultant under and by virtue of the Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of the Agreement.

**14. EEO/AFFIRMATIVE ACTION.** The Consultant agrees that:

1. It does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familiar status and affectional or sexual orientation;



2. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
3. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
4. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
5. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

In addition, the Consultant agrees to complete the appropriate forms attached as follows:

- (a) Mandatory Affirmative Action Language; and
- (b) State of New Jersey Affirmative Action Employee Information Report (“Form AA-302”)

However, if the Consultant maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the Form AA-302.

**15. DIVISION OF REVENUE REGISTRATION.** Pursuant to the terms of *N.J.S.A. 52:32-44*, the Consultant is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Consultant first provides proof of valid business registration. The Consultant is required to receive from any sub-consultant it uses for goods and services under the Agreement, proof of valid business registration with the Division of Revenue. No sub-consultant agreement shall be entered into on account of

any agreement with the Authority unless the sub-consultant first provides proof of valid business registration.

**16. CONFIDENTIALITY.**

(a) Each party agrees that all information and materials shared under the terms of the Agreement are privileged and shall be held in strict confidence by the receiving party and shall only be used in connection with the purposes of the Agreement to conduct such other activities as are necessary and proper to carry out the purposes of the Agreement. Each party shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or materials or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with the performance of the Agreement complies with the terms of the Agreement. Each party shall protect from disclosure all information and materials shared by the parties and their respective counsel, or with technical consultants, to the fullest extent permitted by law.

(b) Upon the termination or expiration of the Agreement, to the extent reasonably practicable, confidential materials shall be returned to the disclosing party, including all copies thereof. Following termination, each party shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to the Agreement.

(c) In the event information or materials disclosed under the Agreement are sought by a third party by way of subpoena, request pursuant to the Open Public Records Act, *N.J.S.A. 10:4-6 et seq.*, or by any other manner, the party receiving the request will promptly notify the other party to enable it to respond to such request and each party shall take all necessary and appropriate steps to invoke any applicable privileges to prevent disclosure, and the Consultant shall have primary responsibility to defend any attempt by a third party to obtain from the Authority any information which the Consultant considers to be confidential.

**17. NEWS RELEASES.** No news releases pertaining to the Services shall be made without the Authority's prior approval which shall not be unreasonably withheld, conditioned or delayed.

**18. NOTICES.** Any notices to the Parties pursuant to the terms of the Agreement shall be in writing and addressed to:

As to [Consultant]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to New Jersey Turnpike Authority: Mary-Elizabeth Garrity, Director  
Human Resources  
New Jersey Turnpike Authority

P.O. Box 5042  
Woodbridge, New Jersey 07095

With a copy to:

Director of Law  
New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, New Jersey 07095

- 19. PERSONAL LIABILITY.** In carrying out the provisions of the Agreement, or in exercising any power or authority granted it by its position, the Consultant agrees that neither the members of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Consultant with any liability.
- 20. APPLICABLE LAWS.** The Consultant shall perform the Services in compliance with all applicable Federal, state, and local laws, ordinances, rules, regulations and orders.
- 21. GOVERNING LAW.** The terms of the Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to the Agreement shall be brought only in the Superior Court of the State of New Jersey.
- 22. INDEPENDENT CONSULTANT.** Neither party shall be considered nor hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Consultant shall perform the Services as an independent contractor.
- 23. ASSIGNMENT.** The Agreement, or any part thereof, shall not be assigned by the Consultant, without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.
- 24. FOREIGN CORPORATION.** The Consultant agrees that, if applicable, it shall register as a "Foreign Corporation" with the Office of the Secretary of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority's execution of the Agreement (*N.J.S.A. 14A:13-3*).
- 25. INTEGRATION.** The Agreement, together with Exhibits A and B, constitutes the entire agreement between the parties and supersedes all provisions, agreements, promises, representations, whether written or oral, between the parties with respect to the subject matter herein.

Should any ambiguity or conflict exist among the Agreement, Exhibit A (the RFP) and Exhibit B (the Proposal) in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

- (a) Agreement;
- (b) RFP (Exhibit A)

(c) Proposal (Exhibit B);

**[Notwithstanding the foregoing, the following sections of the Proposal shall take precedence over Section \_\_\_\_\_ of the RFP.]**

**26. PARTIES BOUND.** The Agreement shall be binding upon the Consultant and the Authority, its respective successors and assigns.

**27. SEVERABILITY.** If any provision of the Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of the Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision did not exist herein.

**28. CODE OF ETHICS.** The Consultant is advised that the Authority has promulgated a Code of Ethics pursuant to the laws of the State of New Jersey, a copy of which has been previously provided. By entering into the Agreement, the Consultant agrees to be subject to the intent and purpose of said code and to the requirements of the State Ethics Commission.

**29. PROFESSIONAL SERVICES AGREEMENT.** The Agreement is an agreement for Professional Services within the meaning of the Statutes and Laws of the State of New Jersey.

**30. SECTION HEADINGS.** The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of the Agreement.

**31. AMENDMENT.** This Agreement may be amended only by a written document signed by duly authorized representatives of each of the parties hereto.

**32. WAIVER.** Should either of the parties hereto fail to exercise or enforce any provision of this Agreement, or waive any right in respect thereto, such failure or waiver shall not be construed as constituting a waiver or a continuing waiver of its right to enforce any other provision or right.

**33. CONSTRUCTION.** Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context requires otherwise, the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof. “Including”, as used herein, means including without limitation.

**IN WITNESS THEREOF**, the parties have caused their duly authorized representatives to execute the Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
Kim Schurman  
Secretary to the Authority

By: \_\_\_\_\_  
John M. Keller  
Executive Director

[Corporate Seal]

Approved by the Law Department

\_\_\_\_\_

ATTEST:

**NAME OF CONSULTANT**

\_\_\_\_\_  
[Name]  
[Title]  
[Corporate Seal]

By: \_\_\_\_\_  
[Name]  
[Title]

**Services Agreement**

**Exhibit A**

**[RFP]**

**Services Agreement**

**Exhibit B**

[Proposal]

## APPENDIX 2

### State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 (McGreevey) was signed on September 22, 2004 and became effective October 15, 2004. EO134 was applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. EO134 was superseded by P.L. 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51"). In September 2008, Executive Order 117 (Corzine) was signed and became effective November 15, 2008. EO117, which applies only prospectively, extends Chapter 51's political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. EO117 and Chapter 51 contain restrictions and reporting requirements that will necessitate a thorough review of their provisions by bidders.

Pursuant to the requirements of Chapter 51 and EO117, the terms and conditions set forth in this Appendix are material terms of any contract entered into by the Authority.

#### **DEFINITIONS**

For the purpose of this Appendix, the following shall be defined as follows:

a) "**Contribution**" – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, *N.J.S.A.* 19:44A-1 *et seq.*, and implementing regulations set forth at *N.J.A.C.* 19:25-7 and *N.J.A.C.* 19:25-10.1 *et seq.*, made on or after October 15, 2004. As of January 1, 2005, contributions in excess of \$300 are reportable.

b) "**Business Entity**" – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse, civil union partner or child, residing in the same household, except for contributions by spouses,



civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

### **PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT**

As set forth in Chapter 51 and EO117, the Authority shall not enter into a the Agreement to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

Further, it shall be a breach of the terms of any contract with the Authority for any Business Entity who has been awarded the contract, during the term of the contract or any extension thereof, to:

- (i) make or solicit a contribution in violation of Chapter 51 or EO117;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal party committee, or legislative leadership committee;
- (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
- (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
- (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

### **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

Prior to the award of any contract or agreement, the Authority shall notify any Business Entity to which it intends to award a contract of the need to submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer. **The intended awardee will receive the applicable form from the Authority's Procurement and Materials Management Department to be completed and returned to the Authority for submission to the State Treasurer.**

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the

Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning of *N.J.S.A.* 19:44A-3(n) and *N.J.A.C.* 19:25-1.7. Failure to submit the required forms will preclude award of the contract at issue, as well as future contract opportunities.

Upon approval by the State Treasurer, the Authority will prepare the Services Agreement for execution. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such contract.

**Once approved by the State Treasurer, a Business Entity’s Political Contributions Certification is valid for a two (2) year period from the date of approval. If, prior to the award of a contract, the State Treasurer confirms to the Authority that the intended awardee has an approved certification that will remain valid for the term of the contract, the Authority may waive the requirement that the awardee complete an additional Certification and Disclosure of Political Contributions form.**

Any Business Entity entering into a contract with the Authority is required, on a continuing basis, to report to the Authority any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Such reports shall be subject to review by the Authority and the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of the contract or agreement at issue.