

AGREEMENT FOR SELF-FUNDED WORKERS' COMPENSATION PROGRAM

THIS SERVICES AGREEMENT (the "Agreement") is dated and effective 2/22/16, 2016 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 581 Main Street, Woodbridge, New Jersey 07095 (the "Authority"); and Inservco Insurance Services, Inc. (the "Consultant"), a corporation of the State of Pennsylvania, having its principal offices at 2 North 2nd Street Harrisburg, PA 17101 (the "Consultant").

WITNESSETH:

WHEREAS, the Authority requires the services of a professional firm with adequate staff and experience to provide third party claims administration, medical bill re-pricing/provider access network ("MR"), the risk management information system (the "RMIS") and other related services, in support of its self-funded workers' compensation program in accordance with a Request for Proposal, dated as of August 21, 2015 (collectively, with all addenda, the "RFP", attached hereto as Exhibit A); and

WHEREAS, the Consultant is a professional company which is proficient in third party claims administration ("TPA") of self-funded workers' compensation programs and all other defined Services and has submitted to the Authority a written proposal, dated December 4, 2015; and

WHEREAS, the Consultant was invited to make an oral presentation to the Authority on December 22, 2015, following which the Consultant was further invited to submit a best and final offer ("BAFO"); and

WHEREAS, on December 28, 2015, 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 December 4, 2015, 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 January 26, 2016, the Authority adopted Agenda Item No. 040-01-2016 awarding a professional services contract to the Consultant; and

WHEREAS, the Authority wishes to memorialize and enter into this 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 Inservco Insurance Services, Inc., with its principal offices located at 2 North 2nd Street, Harrisburg, PA 17101.

“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 Department or his/her designee acting on his/her behalf as employees of the Authority with regard to this Agreement.

“Services” shall refer to TPA services, MR services, the RMIS and other related services in support of the Authority’s self-funded workers’ compensation program in accordance with the Proposal and the RFP. The RFP and the Proposal are incorporated by reference into this Agreement and attached thereto as Exhibits A and B, respectively.

All other defined terms as used in this 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 for TPA services for the initial three-year term shall not exceed \$344,550.00. If the Authority opts to extend the Agreement, the costs will not exceed \$116,950.00 for the fourth year and \$118,800.00 for the fifth year. Annual compensation amounts are to be billed by the Consultant and paid by the Authority in 12 equal monthly installments.

(b) The authorized amount of compensation to be paid to the Consultant for the MR services for the initial three-year term shall not exceed \$266,640.00. If the Authority opts to extend the Agreement, the costs will not exceed \$90,640.00 for the fourth year and \$92,450.00 for the fifth year.

(c) The RMIS costs are all-inclusive and no additional fees will be charged for these services.

(d) In addition to the compensation set forth in Sections 2(a), 2(b) and 2(c) herein, the Authority may require that the Consultant perform related services enumerated in Section III of the RFP. These related services include: risk and loss control; fraud investigation/surveillance; disability case management; telephonic case management; and on-site case management. The total costs for these related services shall be in an amount not to exceed \$75,000.00 for the initial three-year term. The costs for related services can be found in the Consultant’s Fee Proposal Form attached as Exhibit C to this Agreement.

(e) 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 this 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 this Agreement.

(f) Any payments made to the Consultant by the Authority under the terms of this 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.

(g) 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 this 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.

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 this 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 this 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. This Agreement shall be in effect for a period of 3 year(s) from the effective date of this Agreement. This Agreement also provides the Authority with the option for two 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 this 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 this 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.** This Agreement at the discretion of the Authority 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 of this 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) 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;
- (iv) Immediately upon the indictment of an owner of Consultant.

Then and in such case, the Authority may at its option forthwith terminate this Agreement;

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

- (i) Upon thirty (30) days prior written notice to the Authority from the Consultant upon failure to remedy a material breach of its obligations under this Agreement within thirty (30) days of the written notice from the consultant to cure such material breach;

8. **RIGHTS UPON TERMINATION.** In the event of a termination, pursuant to Section 7 hereof, the total amount paid to the Completion Consultant exceeds the compensation stated in this 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 this 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 this 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 timely 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 this 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. Consultant shall:

(a) Permit during ordinary business hours for the term of this 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 this 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 this Agreement.

14. EEO/AFFIRMATIVE ACTION. The Consultant agrees 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 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.

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 this 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 this 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 this Agreement to conduct such other

activities as are necessary and proper to carry out the purposes of this 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 this Agreement complies with the terms of this 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 this 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 this Agreement.

(c) In the event information or materials disclosed under this 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 this Agreement shall be in writing and addressed to:

As to [Consultant]:

James S. Owens
Inservco Insurance Services, Inc.
2 North 2nd Street
Harrisburg, PA 17101

As to New Jersey Turnpike Authority:

Mary-Elizabeth Garrity, Director of
Human Resources
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

With a copy to:

Bruce Harris, General Counsel
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

19. PERSONAL LIABILITY. In carrying out the provisions of this 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 this 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 this 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. This 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 this Agreement.

25. INTEGRATION. This 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 this 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)
- (d) Fee Proposal Forms (Exhibit C);

26. PARTIES BOUND. This Agreement shall be binding upon the Consultant and the Authority, their respective successors and assigns.

27. SEVERABILITY. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this 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 this 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. This Agreement between the parties 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 this Agreement.

[Signatures on following page]

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

ATTEST:



Sheri Ann Czajkowski
Secretary to the Authority

[Corporate Seal]

Approved by the Law Department




NEW JERSEY TURNPIKE AUTHORITY

By: 

Joseph W. Mrozek
Executive Director

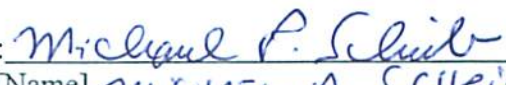
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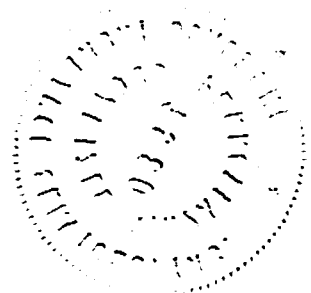
[Name]
[Title]
[Corporate Seal]

Corporate Sales + Marketing
MANAGER

NAME OF CONSULTANT

By: 

[Name] MICHAEL A. SCHEIB
[Title] President; CEO





**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-113713

NOVEMBER 2015

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SECTION I -- INTRODUCTION

Enclosed herewith is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“Authority”) to procure third party claims administration (“TPA”), services, medical bill re-pricing/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 self-insured 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 that could limit 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 Andrea E. Ward, 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; rshear@turnpike.state.nj.us. The inquiry deadline is **4:30 P.M. E.T., November 20, 2015**. 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 seven (7) copies of the Proposer's Proposal must be received no later than **4:30 PM E.T., December 4, 2015** addressed to: Andrea E. Ward, Director, Procurement and Materials Management Department as follows:

Regular Mail

New Jersey Turnpike Authority
P. O. Box 5042
Woodbridge, NJ 07095

Federal Express or Other Overnight Delivery

New Jersey Turnpike Authority
581 Main Street
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 General Counsel 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 General Counsel. (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 Ethics Commission.

U. Tolls

It is the policy of the Authority not to offer toll free passage on its roadways for its contractors, providers or Proposer. 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 of prior to five (5) years or during any dispute or claim between the Authority and the Successful Proposer with regard to the RFP.

Pursuant to *N.J.S.A. 52:15C-14(d)*, relevant records of private Proposer 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

N.J.S.A. 52:34-13.2 requires that all parties seeking business under a contract with the Authority disclose the origin and location of the performance of their services that are the subject 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 (4:30 PM, E.T.)	November 20, 2015
Closing Date of Receipt of Proposals (4:30 PM, E.T.)	December 4, 2015
Oral Presentation [Tentative]	December 16, 2015
Tentative Commission Approval	January 26, 2015

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.

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 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 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 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 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.
4. **Claims Administration** - Standards of performance in claims 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 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 to the State.

- 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.
- 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 \$5,000.00. 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 \$5,001.00 up to \$10,000.00. 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, brief description of accident, resultant injuries, illnesses, surgical procedures, venue, name of the presiding Judge, name of opposing counsel and firm, and all permanency exam findings for Petitioner and Respondent.

Settlements above \$35,000.00 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 \$100,000.00 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 5th 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 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 15th 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 15th 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 15th 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 15th 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 15th 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.

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
2015 *	63	36	27	\$153,514	\$486,981	\$333,467
2014	277	73	204	\$1,229,255	\$2,355,422	\$1,126,167
2013	287	56	231	\$3,760,378	\$5,606,270	\$1,845,892
2012	325	54	271	\$2,797,539	\$4,048,833	\$1,251,294
2011	325	42	283	\$3,633,461	\$4,674,857	\$1,041,396
2010	384	28	356	\$4,748,759	\$5,260,095	\$511,335
2009	350	22	328	\$4,976,462	\$5,427,067	\$450,605
2008	390	13	377	\$4,948,521	\$5,443,659	\$495,138
2007	335	7	328	\$2,829,628	\$3,037,017	\$207,390
2006	324	10	314	\$3,208,777	\$4,508,666	\$1,299,889
2005	448	6	442	\$3,106,673	\$3,216,020	\$109,347
2004	422	6	416	\$5,748,831	\$5,950,583	\$201,751
2003	467	5	462	\$5,491,510	\$5,874,616	\$383,106
2002	460	4	456	\$5,578,952	\$5,671,098	\$92,146
2001	536	8	528	\$7,122,500	\$7,782,184	\$659,685
2000	582	3	579	\$6,211,270	\$6,278,114	\$66,843
1999	594	4	590	\$7,270,612	\$7,831,127	\$560,516
1998	594	2	592	\$4,376,541	\$4,456,933	\$80,392
1997	590	3	587	\$7,438,671	\$7,588,324	\$149,653
1996	644	4	640	\$6,026,202	\$6,336,073	\$309,871
1995	650	2	648	\$6,867,844	\$6,910,660	\$42,816
1994	790	2	788	\$7,402,751	\$7,619,884	\$217,133
1993	780	1	779	\$4,885,879	\$4,956,079	\$70,200

* Numbers valued as of September 30, 2015 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. 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 period beginning January 1, 2013 through December 31, 2014. 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. Proposers shall provide copies of audited financial statements or federal income tax returns for their firm for the past three years. Also, Proposers are encouraged to provide current independent financial ratings from New Jersey state and nationally recognized/consensus rating bureaus (e.g. AM Best, Moody's, Standard & Poor's), if applicable.
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.
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. 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.
 - 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.

C. Fee Proposal Forms

1. WORKERS' COMPENSATION CLAIMS ADMINISTRATION (TPA)

Fee Proposal Submitted by: _____
Print Name Signature Title

Company/Organization Name

Fee Proposal/TPA – Third Party Claims Administration:

Please indicate (1) life of claim, (2) life of contract, (3) year-by-year charge and (4) rate per claim to conclusion for takeover of existing open claims - to be billed in 12 equal monthly installments:

Contract Period	Life of Contract Agreement Fees	Life of Claim Agreement Fees	Flat Annual Agreement Fees	Fee to Administer Balance of Open Claims (a)
First Year	\$	\$	\$	\$
Second Year	\$	\$	\$	
Third Year	\$	\$	\$	
Fourth Year	\$	\$	\$	
Fifth Year	\$	\$	\$	

(a) Fee to Administer Balance of Open Claims is only associated with move to Life of Claim Agreement

Note that regardless of which option is proposed it is understood that your fee proposal is all inclusive for providing the full Scope of Services detailed in this RFP, except for items where separate fees are specifically requested. Fees for services should be itemized.

Fee Proposal/TPA – Risk/Loss Control Services:

Please indicate the number of hours, if any, of Risk Control Services you propose to bundle with this agreement per contract year: _____;

Please indicate hourly rate you propose to charge for Risk Control Services (if requested by the Authority): _____ (you may attach your firm's rate table/exhibit here);

Fee Proposal/TPA – Fraud Investigation/Surveillance Services:

Please indicate the hourly rate your firm proposes to charge for Fraud/Surveillance Services:

_____ (Hourly rate for term of contract)

2. **MEDICAL COST CONTAINMENT (MR)**
Medical Bill Re-pricing/Provider Network Access

Fee Proposal Submitted by: _____
Print Name Signature Title

Company/Organization Name

Fee Proposal/MR – Medical Cost Containment:

Please indicate (1) life of claim, (2) life of contract, (3) year-by-year charge and (4) rate per claim to conclusion for takeover of existing open claims - to be billed in 12 equal monthly installments:

Contract Period	Life of Contract Agreement Fees	Life of Claim Agreement Fees	Flat Annual Agreement Fees	Fee to Administer Balance of Open Claims (a)
First Year	\$	\$	\$	\$
Second Year	\$	\$	\$	
Third Year	\$	\$	\$	
Fourth Year	\$	\$	\$	
Fifth Year	\$	\$	\$	

(a) Only associated with move to Life of Claim Agreement

Fee Proposal/MR - Pharmacy Charges:

Please indicate the Actual Percentage off AWP (average wholesale prices)

for: Brand Name Drugs: _____; Generic Drugs: _____

Do you propose to charge dispensing fees: Yes ____ No ____;

If yes, please indicate fees you intend to charge per Rx: Brand Name: ____; Generic: ____

Note that regardless of which option quoted above, it is understood that your fee proposals are all inclusive for providing the full Scope of Services detailed in this RFP – including unlimited access to your Provider Network - except for items where separate quotations are specifically requested.

Regarding per-claim pricing, this quote represents the total fee for adjudication (in accordance with all requirements of this RFP) of all bills submitted by providers for all authorized treatment associated with each compensable claim. Billing under this option will be monthly.

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.

<i>Telephonic Case Management</i>		<i>On-Site Case Management</i>	
First Year	\$_____	First Year	\$_____
Second Year	\$_____	Second Year	\$_____
Third Year	\$_____	Third Year	\$_____
Fourth Year	\$_____	Fourth Year	\$_____
Fifth Year	\$_____	Fifth Year	\$_____
Renewal Options	\$_____	Renewal Options	\$_____

3. Risk Management Information System (RMIS)

Fee Proposal Submitted by: _____
Print Name Signature Title

Company/Organization Name

Fee Proposal/RMIS – Risk Management Information System:

Please indicate proposed flat fee* - to be billed in 12 equal monthly installments:

Contract Period	Life of Contract Agreement Fees	Life of Claim Agreement Fees	Flat Annual Agreement Fees	Fee to Administer Balance of Open Claims @
First Year	\$	\$	\$	\$
Second Year	\$	\$	\$	
Third Year	\$	\$	\$	
Fourth Year	\$	\$	\$	
Fifth Year	\$	\$	\$	

Note that regardless of which option proposed above, it is understood that your fee proposal is all inclusive for providing the full Scope of Services detailed in this RFP, except for items where separate quotations are specifically requested.

D. Evaluation Factors and Criteria

The Proposal will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Proposer will be based upon the Proposal. Proposers will be awarded a maximum of 100 points based upon the following factors:

	<u>Points</u>
1. Approach to the Services:	25
Evaluation will include quality and soundness of plan, general comprehension of the requirements to provide the specified services and general competence. Each Proposer is expected to provide a preliminary work schedule showing the estimated number of hours by each staff level and the timing of work.	
2. Understanding the Authority's needs:	15
The Proposal shall include the Proposer's history in performing work similar in scope to the Services required in Section III. Evaluation will include the Proposer's ability to 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 AND INDEMNIFICATION

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:

Commercial General Liability Insurance

1. 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,

Commercial Automobile Liability Insurance

2. 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.

Workers’ Compensation and Employers’ Liability Insurance

3. 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.

Professional Liability Insurance

4. 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.

All Risk Crime Insurance

5. The 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. 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.
 7. 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, 581 Main Street, 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.
- B.** 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.
- C.** 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.
- D.** Prior to commencing any Services under the Services Agreement 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:

1. "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.
 2. 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.
 3. 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.
 4. 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"
 5. All certificate(s) shall be mailed to: Director of PMM, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.
- E.** 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.

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.

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.

- F.** 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 Services Agreement. If the Services Agreement is so suspended, no additional compensation or extension of time shall be due on account of such suspension. The Authority may waive or modify any insurance requirement set forth herein.

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

- G. 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.**
- H. 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 LIST	
A.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)	
B.	AFFIRMATIVE ACTION INFORMATION SHEET	
C.	AFFIDAVIT OF MORAL INTEGRITY	
D.	OWNERSHIP DISCLOSURE FORM	
E.	PROPOSER FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129	
F.	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	
H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	
I.	AFFIDAVIT OF NON-COLLUSION	
J.	NJ BUSINESS REGISTRATION CERTIFICATE	
K.	SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM	
L.	SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION	
M.	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.	
N.	FINANCIALS (Provide copies of audited financial statements or federal income tax returns for the past three years.)	

CHECK OFF AS READ, SIGNED & SUBMITTED

(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)

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 Proposal.
(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 the Authority's copy (Pink) 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

OWNERSHIP DISCLOSURE FORM				
DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 W. STATE ST., 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230			BIDDER: _____ _____	
INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.				
<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.				
<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
COMPLETE ALL QUESTIONS BELOW				
			YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>			_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>			_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>			_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>			_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>			_____	_____
CERTIFICATION: 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 acknowledge that the State of New Jersey 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 State to notify the State in writing of any changes to the answers or 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 State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.				
I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.				
Company Name: _____		_____ (Signature)		
Address: _____		_____ (Name)		
_____		_____ (Title)		
FEIN/SSN#: _____		Date _____		

PB-ODF.1 R4/29/96

VENDOR DISCLOSURE FORM

EXHIBIT F

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

NAME OF CONTRACTOR /PROPOSER:

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 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/Proposers **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A PROPOSER'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 Proposer'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 Proposer 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 Proposing 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 Proposer _____

Description of Activities

Duration of Engagement _____ Anticipated Cessation
Date _____

Proposer Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY PROPOSER

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 South Jersey Transportation 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

CHRIS CHRISTIE
Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

KIM GUADAGNO
Lt. Governor

JIGNASA DESAI-MCCLEARY
Director

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

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.	Amona	20.	Liquefied Natural Gas Limited
2.	Bank Saderat PLC	21.	Maire Tecnimont SpA
3.	Bank Sepah	22.	Nafiran Intrabrade Company (NICO)
4.	Bank Markazi Iran (Central Bank of Iran)	23.	National Iranian Tanker Company (NITC)
5.	Bank Mellat	24.	Oil and Natural Gas Corporation (ONGC)
6.	Bank Melli Iran	25.	Oil India Limited
7.	Bank Tejarat	26.	Panyu Chu Kong Steel Pipe Company, Ltd.
8.	Belaz	27.	Persia International Bank
9.	Belneftkhim (Belarusneft)	28.	PetroChina Company, Ltd.
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)	29.	Petroleos de Venezuela (PDVSA Petróleo, SA)
11.	China National Offshore Oil Corporation (CNOOC)	30.	Sameh Afzar Tajak Company (SATCO)
12.	China National Petroleum Corporation (CNPC)	31.	Schwing America Inc.
13.	China National United Oil Corporation (ChinaOil)	32.	Shandong FIN CNC Machine Company, Ltd.
14.	China Petroleum & Chemical Corporation (Sinopec)	33.	Sinohydro
15.	China Precision Machinery Import-Export Corp. (CPMIEC)	34.	SK Energy
16.	Grimley Smith Associates	35.	SKS Ventures
17.	Indian Oil Corporation	36.	Som Petrol AS
18.	Industrija Nafta (INA)	37.	Sonangol
19.	Kinquadream PLC	38.	Zhuhai Zhenrong Company

List Date: July 31, 2014

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 H

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR
DISCLOSURE OF POLITICAL CONTRIBUTIONS**

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF _____ :SS
COUNTY OF _____

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

I am _____, a _____ in the firm of _____
(Name) (Title, Position, etc.)

_____, the Proposer making the Proposal in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Proposal with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the Services Agreement for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Services Agreement upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

Print Name: _____

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

Notary Public of _____

My Commission Expires: _____

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 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 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.nj.gov/treasury/revenue/forms/njreg.pdf>

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
Services Agreement

AGREEMENT FOR SELF-FUNDED WORKERS' COMPENSATION PROGRAM

THIS SERVICES AGREEMENT (the "Agreement") is dated and effective_____, 201_ 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 581 Main Street, 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 **August 21, 2015** (collectively, with all addenda, the "RFP", attached hereto as Exhibit A); and

WHEREAS, the Consultant is a professional company which is proficient in **Self-Funded 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_____,20___, 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 this 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 Department** or his/her designee acting on his/her behalf as employees of the Authority with regard to this Agreement.

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

All other defined terms as used in this 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 this Agreement shall be a fixed fee of \$_____ 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 this 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 this 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 this Agreement.

(c) Any payments made to the Consultant by the Authority under the terms of this 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 this 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.

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 this 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 this 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. This Agreement shall be in effect for a period of 3 year(s) from the effective date of this Agreement. This Agreement also provides the Authority with the option for two 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 this 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 this 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. This Agreement at the discretion of the Authority 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 of this 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) 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;
 - (iv) Immediately upon the indictment of an owner of Consultant.

Then and in such case, the Authority may at its option forthwith terminate this Agreement;

- (b) The Consultant may terminate the Agreement as follows:
 - (i) Upon thirty (30) days prior written notice to the Authority from the Consultant upon failure to remedy a material breach of its obligations under this Agreement within thirty (30) days of the written notice from the consultant to cure such material breach;

8. RIGHTS UPON TERMINATION. In the event of a termination, pursuant to Section 7 hereof, the total amount paid to the Completion Consultant exceeds the compensation stated in this 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 this 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 this 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 timely 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 this 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. Consultant shall:

(a) Permit during ordinary business hours for the term of this 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 this 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 this Agreement.

14. EEO/AFFIRMATIVE ACTION. The Consultant agrees 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 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.

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 this 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 this 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 this Agreement to conduct such other activities as are necessary and proper to carry out the purposes of this

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 this Agreement complies with the terms of this 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 this 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 this Agreement.

(c) In the event information or materials disclosed under this 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 this Agreement shall be in writing and addressed to:

As to [Consultant]:

As to New Jersey Turnpike Authority:

Mary-Elizabeth Garrity, Director of
Human Resources
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

With a copy to:

Bruce Harris, General Counsel
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

19. PERSONAL LIABILITY. In carrying out the provisions of this 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 this 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 this 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. This 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 this Agreement.

25. INTEGRATION. This 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 this 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. This Agreement shall be binding upon the Consultant and the Authority, their respective successors and assigns.

27. SEVERABILITY. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality,

the remaining terms and provisions of this 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 this 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. This Agreement between the parties 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 this Agreement.

[Signatures on following page]

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Ann Czajkowski
Secretary to the Authority

[Corporate Seal]

By:_____
Joseph W. Mrozek
Executive Director

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 Proposer.

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.



Proposal for New Jersey Turnpike Authority Workers' Compensation Claims Services



**RFP – Third Party Claim Administration
Medical Bill Re-Pricing/Provider Network
Access Risk Management Information
System – December 4, 2015 - 4:30PM
RM-113713**



Highlights:

- 35 Years of TPA Experience
- Longevity & Experience of Staff
- Extensive Technology Capability
- \$1.6 Billion Parent Company Backing

Proprietary and Confidential

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Proposal Requirements

1) Executive Summary

Thirty five years ago Inservco was formed to manage the self-insured workers' compensation program for Dauphin County, Pennsylvania. Today we manage fourteen counties in New Jersey and Pennsylvania. Our current county customers are: Essex, Middlesex, Mercer County Insurance Commission, Salem County Insurance Commission, Gloucester County Insurance Commission, Cumberland County Insurance Commission and Cape May in New Jersey and Dauphin, Montgomery, Cumberland, Cambria, Butler, Schuylkill and Washington Counties in Pennsylvania.

With over 35 years of TPA claims administrative experience, and a staff of over 85 employees, Inservco successfully serves over 700 self-insured customers in workers' compensation, general and auto liability, police professional and other lines of business. As a third party administrator Inservco provides comprehensive administration and management services to employers. Inservco's provides property casualty claims management, safety management and managed care services to self-insured entities, joint insurance funds or pools and entities that have large deductible arrangements.

As a subsidiary of Penn National Insurance, (rated an A- "Excellent" by A.M. Best Company), Inservco benefits from over 96 years of its parent company's financial strength (1.6 billion) and its experience in writing commercial and personal property, casualty insurance policies and serving related claims. Penn National Insurance has been a major carrier for workers compensation coverage since 1931 and projects that total 2015, workers compensation premiums will exceed 70 million dollars. Advantages that Inservco enjoys as a subsidiary of Penn National Insurance are: deep bench of resources particularly in complex claims and litigation management, a special investigation unit that detects and investigates fraud, and an extensive information technology department that compliments and supports Inservco's dedicated information technology staff. Penn National/Inservco has won Best Places to Work and the Best Places to Work in IT for several consecutive years.

Going forward, Inservco' mission will continue to be an effective and customer responsive regional third party administrator with its primary focus in the Pennsylvania and New Jersey Markets. We are currently licensed in Pennsylvania, New Jersey and Maryland as a Third Party Administrator.

Penn National Insurance has been in the Pennsylvania market for 96 years and Inservco has been in the market for 35 years. Both are financially secure and robust companies. The reputation of Inservco and our parent company in today's market is exceptional. We are recognized within our business as an outstanding employer able to attract and retain the best professionals in the industry. We combine technical excellence with prompt, personal and responsive claims management and administrative services, we know how to handle safety issues, we are the provider of choice in the managed care market, and we offer extensive bench strength: the resources and people to perform at all levels of third party administration.

Inservco has chosen to remain a regional third Party administrator, focusing our services in New Jersey and Pennsylvania with a few "carry-over accounts in Maryland".

2) Contact Information

Corporate Headquarters and Harrisburg Branch Office:

Two North Second Street
Harrisburg, PA 17101

Pittsburgh Branch Office:

1500 Ardmore Blvd.
Pittsburgh, PA 17101

New Jersey Branch Office:

Crossroads Corporate Center
3150 Brunswick Pike
Lawrenceville, NJ 08648

Note: *The Garden State Municipal Joint Insurance Fund will be managed by our Lawrenceville Office.*

Proposal Contact:

The individual responsible for the preparation of this proposal is Jim Owens, Corporate Sales and Marketing Manager Two North Second Street, Harrisburg, PA 17101, jowens@pnat.com, 800-356-0438 extension 4014, facsimile 717-221-6060.

3) Brief Description of Inservco

Thirty five years ago Inservco was formed to manage the self-insured workers' compensation program for Dauphin County, Pennsylvania. Today we manage fourteen counties in New Jersey and Pennsylvania. Our current county customers are: Essex, Middlesex, Mercer County Insurance Commission, Salem County Insurance Commission, Gloucester County Insurance Commission, Cumberland County Insurance Commission and Cape May in New Jersey and Dauphin, Montgomery, Cumberland, Cambria, Butler, Schuylkill and Washington Counties in Pennsylvania.

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Inservco has chosen to remain a regional third Party administrator, focusing our services in New Jersey and Pennsylvania with a few "carry-over accounts in Maryland".

7) Required Documents

Required documents for this RFP can be found in the Appendix of this proposal under the heading Required Documents.

8) Financial Statements

Inservco's financial statements can be found in the Appendix of this proposal under the heading Financial Statements.

9) Claims Processing Procedures

The Scope of Services for this proposal covers all duties required to effectively manage and administer the self-insured workers' compensation claims program for the New Jersey Turnpike Authority. Inservco has read Section III – Scope of Services and agrees to and can meet or exceed all the listed requirements. Specifically all services as stated in the RFP which also include the following:

- Aggressive management of all new and existing claims.
- Issue all payments.
- Monthly loss runs reports and standard/ad hoc computer reports.
- End of year report.
- Quarterly claim review meetings.
- Monthly check registers.
- Complete and file mandated claim forms.
- Coordinate litigated claims with attorney.
- Coordinate claims with excess carrier.
- Coordinate needs with private investigator.
- Enter all claims data into our Pyramid System.
- Investigate and pursue subrogation potential on all claims.
- Investigate and pursue fraudulent activities.

Detailed Plans and Approach

Upon initial receipt of the Employer's Report of Occupational Injury, the Account Management Team will analyze the information available on the report. The claimant's age, treating physician, job description and nature of injury are reviewed to establish an initial reserve. Initial direction is provided for a complete investigation to the accident. Subrogation potential is determined, initial instructions are provided for the claims adjuster, and the assignment to the most qualified adjuster in the team is made based upon the complexity of the claim. Inservco will make every reasonable effort to collect any money spent by the insured where there is a responsible third party. A decision as to whether medical cost management could yield results that are more effective will be determined.

The criteria utilized to establish medical and indemnity reserves initially are based upon information first available on the Employer's Report of Occupational Injury. The employee's age, job description, treating physician, severity of injury and any pre-existing conditions are reviewed. After we complete our initial claims investigation, including the review of medical correspondence received which outlines the diagnosis, prognosis and target return to work date, the reserves are reviewed to determine their adequacy for the exposure on the file. Reserves are reviewed subsequently as part of the diary process, so every time the file is reviewed reserves are reviewed.

The claim will be assigned loss codes, entered into the claims system, and a physical file will be created for the adjuster. Inservco will make telephone contact with the injured employee, provider and the insured to gather pertinent information. Correspondence will be forwarded to the treating physician to obtain their opinion on the causal relationship, diagnosis, prognosis and a target return to work date. Inservco will also determine if there is light duty work available at the insured. If an Independent Medical Examination or second opinion is warranted, Inservco will coordinate these services with the approval of the insured. Finally, Inservco will review the claim to determine if there are any indicators of potential fraud. If so, we will intensify our investigation.

The claim file will be diaried by the adjuster and the Account Manager to ensure the claim is aggressively managed to final disposition. Inservco will manage the file to ensure the claimant is receiving appropriate treatment and, if the length of disability becomes extended, we will request approval to schedule an Independent Medical Examination. At the diary review, the medical, legal, disability and reserve adequacy will be reviewed. An action plan will be developed with the input of the insured to move the file towards final disposition.

The team approach between Inservco and the insured reduces costs. This is accomplished by earlier return to work releases which reduces indemnity dollars spent and fewer dollars are paid for unnecessary and excessive services. Furthermore, our anti-fraud program, which enables co-workers to phone information confidentially to our staff, reduces the likelihood of employees filing fraudulent claims.

To ensure decisions of the compensability of a claim, an automatic diary is created on the claims system. Diaries by the adjuster are set based on the needs and issues of the file by the Account Management Team. Inservco establishes phone contact with the employee upon receipt of the claim and following doctors' appointments thereafter to maintain control of the disability. Twenty days is our typical turn-around time for bill payments.

Project Management

First report of injury is submitted to Inservco using Inservco's website. Immediately upon submission an acknowledgement letter is generated back to the client (automatically generated by Inservco's computer system) with a claim number and a copy of the first report. An employee's questionnaire and supervisors report can then be faxed or e-mailed to Inservco with the claim number. Additionally, the client can enter free form notes on a first report which then goes directly to the adjuster. The new loss is then reviewed by the Sr. Adjuster and set up with reserves, diary dates and instructions. CIB's are processed on all Bodily injury claims and any suspicious claims. The adjuster will complete a three point contact with the client, the provider and the claimant. Suspicious or highly questionable claims will be assigned for further investigation to include signed or recorded statements, activity checks and any other necessary investigation that may be necessary.

Since Inservco is a wholly owned subsidiary of Penn National Insurance, we have access to Penn National's SIU unit and can submit claims through them to the Office of Insurance Fraud. Files will be placed on the appropriate diary, depending on the needs of the file activity. The use of surveillance will be considered with approval of the client.

Inservco will monitor the activity and the cost for these services to ensure that the results are cost effective to the Middlesex County.

Medical reports will be ordered/ requested by the adjuster to ensure that the medical treatment is for the specific injury. This will be completed prior to processing the bill for payment. All bills will be processed through a Managed care organization for usual and customary fees as well as for any additional PPO discounts. Where the Middlesex County has preferred contracts for services or rates, Inservco will honor those programs. Medical bills in addition to all other payments are processed and entered into our claim system on a daily basis. The checks are then printed on designated days as directed by the client. Inservco will recommend Field based case management (Rehab nurse) on complicated or involved cases. This will be with the approval of the Middlesex County.

When a claim goes into litigation, all file material is forwarded to the appropriate defense firm. We believe in good communication with our attorneys. We want to make sure that the client, the attorney and Inservco are all on the same page and all are working to dispose of the claims at the lowest and fairest interest to the Middlesex County. All technical staff are subscribers to New Jersey's "Courts on line program." This allows our staff to see what is happening on a litigated claim without having to ask the attorney and incurring additional fees for the Client.

Indemnity payments are processed as soon as we have medical verification of lost time. We also take a strong approach on compliance/non-compliance of medical treatment. If the claimant is non-compliant we deny lost time and suspend benefits, until such time as the claimant becomes compliant. We do not approve treatment by a non-authorized provider, unless specifically instructed by the client.

Those files that require to be reported to the excess carriers will be reported in accordance with the excess carriers' requirements. Most cases need to be reported when the incurred value is 50% of the retention. Other reasons for reporting are death, disability over one year, brain injuries, severe burn injuries, spinal cord injuries. Claims will be reported to the insurer using their preferred form or a formal report. Follow up with the excess carriers will be on a quarterly basis unless they make specific request for alternate reporting. **As a quality assurance check, Inservco runs a report each quarter that shows outstanding reserves by adjuster and which of these reserves need to be reported to the excess carrier.**

We have the ability to capitalize on many existing corporate functions within our parent company, including claims handling procedures, document/workflow management, quality control, internal audit, contract compliance, fraud guidelines, information systems and document security.

Our Pyramid claims system has flags to prevent duplicate payments from being issued. The claims system also has a tracking mechanism to eliminate benefits from being issued in excess of the mandatory timeframes as dictated by the Act. Repricing software contains system checks and safeguards designed to detect duplicate provider billing, and provide documentation to the Inservco claim handler.

Reserving Philosophy

Inservco's reserving philosophy is that reserves should reflect the probable cost of the claim based on the most accurate information available about the status of the claim. Good reserving begins with, and flows from, an initial thorough investigation of the claim. This allows for a valuation that reflects general disability duration guidelines modified to the particular facts of the claim. Reserves are not stair-stepped but are adjusted in accordance with the development of the claim. We work with our accounts to tailor reserve practices to meet their needs while maintaining industry standards and practices.

The criteria utilized to maintain reserves are based upon information available during the investigation. The employee's age, job description, treating physician, severity of injury and any pre-existing conditions are reviewed. After we complete our initial claim investigation including the review of medical correspondence received which outlines the diagnosis, prognosis and target return to work date, the reserves are reviewed to determine their adequacy for the exposure on the file. Reserves are reviewed subsequently as part of the diary process. **As a quality assurance check, Inservco runs a report each quarter that shows outstanding reserves by adjuster and which of these reserves need to be reported to the excess carrier.**

Litigation Control or Procedures

An integral activity within our claims administration services is litigation management. When litigation is beneficial to Middlesex County, we will request authorization to assign the claim to Middlesex County's defense counsel. We will work closely with counsel and as a team; we will direct the litigation in the best interest of Middlesex County.

To be both effective and efficient in managing litigation we have developed a comprehensive program that allows adjusters to consistently and proactively manage litigation rather than react to circumstances and events. Our approach emphasizes teamwork between the adjuster, defense counsel and Middlesex County. The type of notice varies based on the type of litigation being pursued. They include: receipt of litigation/notices; referral to defense counsel; and instructions to defense counsel. Procedures for the listed items are as follows: Receipt of litigation notice – immediately upon receipt of a litigation notice the adjuster reviews the notice to determine the time frame remaining to file a response. The notice information is documented in the adjuster notes within our computer system.

Assignment of Counsel

Referral to defense counsel – all file materials are forwarded to defense counsel within 24 hours to ensure there is ample time to provide a response.

Instructions to defense counsel – our instructions to defense counsel should assist the attorney to manage the case consistent with Middlesex County's expectations and goals, while respecting the duty of assigned counsel to exercise independent, professional judgment on behalf of Middlesex County. In order to provide a defense that is effective and efficient we require:

- The prompt evaluation of claims and early development of specific strategies
- Meaningful reporting and

- Periodic billing.

We require counsel to provide us a written evaluation and statement of the strategy as well as any changes that may lead to a change in evaluation. With the assignment to counsel we will not only provide general instructions but also specific instructions to the specific claim file. We expect counsel to adhere to the defense guidelines. Inservco will work with your current counsel or we can recommend counsel based upon our experience in the industry.

Strategies for resolving cases

We believe the key to successful resolution of claim files is based upon clear effective communication between all parties. In order to facilitate communication, we recommend quarterly claim review meetings. At these meetings the adjuster will prepare future recommended action plans to attempt to bring resolution to claim files.

In order for these to be effective input from all parties is crucial. Furthermore, to ensure files are being aggressively managed we require defense counsel's evaluation/strategy be reported in writing within 30 days on files involved in litigation. Their evaluation as well as the adjuster's includes a liability assessment and chances for successful litigation and the possible ramifications for the different possible alternate action plans. Subsequent updates from counsel are required following deposition hearings, significant development between plaintiff counsel, and at a minimum of every 90 days.

Inservco is committed to customer focus and to serving you effectively and efficiently. As we strive to reduce costs and protect our customers, we continue to take a firm stand in combating claims fraud. Because of the relationship with our parent company, Penn National, we are able to access the expertise of their special investigation unit.

- Staff Experience and Retention

Our technical staff averages 15 years in the industry and 9 years with Inservco.

- Dedicated Team Approach

All of our accounts have an assigned unit so that there is consistency and relationship building among the client, adjuster, provider and defense counsel. All our staff has experience in managing workers compensation and liability claims.

- Independent Agencies

Once a claim goes into litigation or is just a serious claim, we file a claim search ISO (CIB) for prior injury information. Trace America is used on the more serious claims to obtain additional medical information.

- Strong Commitment to Communication

We strongly believe in the communication process with all parties.

This includes the employer, employee, claimant, providers, and the defense counsel as well as other professionals. We work hard at building relationships! We listen to you and develop procedures that meet your needs. We are accessible by phone, cell phone, faxes, pagers and e-mail. We want to be your third party administrator for many years, not just one.

- Subrogation

All accident reports are reviewed for potential contribution or indemnification from other responsible parties; subrogation and physical evidence is secured to preserve the claim.

- Surveys and training

As a management tool, we mail surveys to clients, defense counsel, and others seeking feedback on adjuster and organization performance. This confidential information is used to address if additional training is needed. Additionally, Inservco is committed to continuing education both formally and informally. Many of our employees have taken advanced insurance related courses and earned various designations. This process ensures that Inservco continues to provide the highest quality of service to our clients.

10) Risk Management Information System

Our claim reporting procedures are web based and can be submitted directly by the client. Once the client enters the data into the Inservco's system, 95% of the claim is already set up in our claim system. The Supervisor, after review, will assign the adjuster, place the reserves on the file and provide clerical directions. Claims are assigned to the adjuster within 24 hours of receipt.

Our core claims system is able to store all required claim information including claim number, organization code, agency and any other specific information. We image all incoming claim documents through our imaging system, ImageRight. Legal documents, correspondence, medical bills and associated explanation of repricing documents are easily managed by Inservco's staff and are available for immediate viewing by our customers. On request, the City may request these images in any format they require. Inservco's standard formats include Portable Document Format (PDF) and Tagged Image File Format (TIFF).

Our system houses claims data such as policy information, incident description, and payment and reserve history. The information captured in the system not only allows the claim staff to efficiently resolve claims but also provides the data used on reports. Inservco captures data about the claim not limited to date of occurrence, claim number, location, cause of accident, examiner handling, injury type, part of body affected, date received, diaries and file notes, and financial information. The financial information can be viewed by summary or individual transaction for both reserves and payments.

Our claims management system can provide the standard reports required by the City. These include loss experience reports, aggregate reports, loss cause analysis reports, and check registers, as well as ad-hoc reports at no additional charge.

NCCI loss codes, such as tracking type of injury, are now available.

The Inservco information system infrastructure is extremely secure. Attack and penetration (A&P) testing is conducted annually by an external entity, Protiviti, to ensure we remain vigilant in our security efforts. In addition to the A&P testing, an annual IT Security Audit is also conducted to identify internal and external security risk assessment. Also, due to banking regulations and Penn National Insurance's use of clearing houses, an annual National Automated Clearing House

Association (NACHA) audit is conducted. All of these audits consistently improve the security of the information systems infrastructure.

Information security is extremely important to Inservco and our parent company. We have a dedicated Manager of Information Security who doubles as our Health Insurance Portability and Accountability Act (HIPAA) Security Officer. He works closely with the Penn National Insurance Corporate Compliance Officer. He regularly monitors anti-breach legislation identifying any relevant impact.

Inservco's system is secured by a hot site located on the west coast. Within 48 hours of a system disaster, we can be operational from that location and we can continue to process data from that site until full system recovery.

All systems utilized to provide claim management are scanned regularly. The operating system is scanned weekly. Personal computers and laptops are scanned each time they are booted. All security patches are applied immediately. Antivirus software is updated daily with the latest virus scanning releases.

Examples of our standard reports include:

- Loss Experience. Per claim and aggregate views of medical, indemnity, expense and anticipated payments.
- Closing Report each month by claim examiner.
- Loss Cause Code Reports lists claims with potential for significant loss based on a variety of criteria.
- Financial Transaction Log.
- Aggregate Limit compares exhausted and/or incurred value to the aggregate limit.
- Medical Savings Report provides the differential of the requested amount to be paid to a health care provider and the actual amount including a percent of savings.
- Ad Hoc Reports customized to the clients' organizational needs.
- Recovery Reports.

Customers have the ability to search for claims by claim number, Social Security Number, claimant name, agency, claim status, occurrence date, and receive date.

All claims data and file documentation are maintained electronically either through the Pyramid claims system or the ImageRight imaging system. Authorized employees will have continual access to all open and closed claim information and images throughout the contract period. We can provide access and training to as many of the Authority's staff as the Authority would like at no additional charge. The flexibility of Inservco's system enables us to not charge for customize reporting.

Sampling Methodology

Much of our sampling methodologies will be achieved with the checks and balances programmed into our computer system.

- Automated flags to adjusters on reserve limits.
- Automated claim acknowledgements within minutes of receiving First Report of Injury.
- Reminder notices to our adjusters to call the attorney within 72 hours of receipt of a letter of representation for petitioner and to follow with a letter.
- Immediate access to view all reports via the internet with no extra charges.
- Customized reports to analyze trends within locations and departments of the City in order to implement strategies for improvement.
- Availability to review our claims system and Image System which contain all payments, adjuster's notes and diaries, and all correspondence received on a claim file.
- Workers' compensation repeaters' list.

11) Medical Cost Containment

- a. A CD copy of First MCO's preferred provider list is included with this proposal.
- b. Nurses complete utilization reviews on all files to determine if medical services are appropriate and related to the work injury. Depending upon when the file is received for case management, reviews may be concurrent or retrospective. For retrospective reviews, treatment which may have been provided prior to First MCO receiving the file, will be reviewed by our audit department and managed care nurse. Concurrent reviews are completed throughout the life of the file. The nurse case managers determine if treatment/services fall within guidelines which would deem such treatment appropriate for a particular injury/illness. Recommendations by the nurse case manager for approval/denial of medical services are based upon criteria meeting these guidelines.

c. Bill Review Procedure:

First Managed Care Option will ensure appropriate provider billing practices and reduce medical costs. Bills are directly received to a dedicated billing address. The supervisor assigns the bills to a dedicated billing specialist after logging a duplication check. Medical records are required for all bills. Bills requiring Utilization Reviews, such as surgeries, injections, and those differing from case management authorization notes are forwarded to the Utilization Nurse for a comprehensive desk audit. First MCO utilizes the AMA, Medicare, AAOS, and NCCI Edits.

The bill re-pricing department reviews all bills for service rendered and concurrently monitors utilization criteria. Medical bills are profiled according to like provider and consecutive dates of service. Line by line review is initiated; noting diagnosis codes, current procedural terminology codes, accompanying description, and fees. Medical documentation is reviewed for each date of service. Service dates are reviewed against date of loss and closure date. Any discrepancy is addressed with the case manager or adjuster for clarification. The body part

and ICD-9 (diagnosis code) are cross-referenced to ensure the bill relates to the injury on the claim. Again, all bills are checked for authorization of services, duplicate billing, and the correct medical records at the time of processing. The billing technicians are expected to perform an independent quality assurance check before the bill is saved in process. The billing supervisor performs batch quality assurance checks.

If additional medical documentation is required to clarify services billed, then a formal request is made to the provider(s). The billing and medical records are reviewed in accordance with state regulations, national standards, and usual/customary procedural standards. In those situations where the provider contract allows for a percentage discount from the charged amount, First MCO will perform a desk audit of the billed charges to assure the provider has not increased their fee in order for it to be discounted at a percent. A percentage off of an already inflated bill is not a saving. Most of First MCO's discounts are contracted either at a per diem rate or a flat fee for service.

Bill Review Process:

- Mail is opened and date stamped in the mailroom. Bills may be sent electronically through imaging.
- Bills are identified, counted and forwarded to the data entry department
- UB-92, HCFA-1500 and other bill types are data entered the same day they are received
- Surgery bills are reviewed for appropriate billing procedures based on the National Correct Coding Initiative as published by St. Anthony's.
- A quality assurance specialist performs a comprehensive review for authorization by case manager and/or adjuster.
- Bills are re-priced according to usual & customary rates per geographic region, listed in the Physician Fee Reference (PFR) subscription service published by Wasserman, First MCO's contracted rate, or an out-of-network negotiated rate (done on a bill-by-bill basis). First MCO uses the Provider's zip code to determine exactly what factor to apply to the usual and customary tables in order to return the correct calculation. Within the State of New Jersey, there are approximately 24 regions to select from. To ensure the proper region is chosen, we use zip codes for identification purposes.
- First MCO's average bill processing turnaround time is 72 hours.
- Explanation of Reviews (EOR) and Invoices are created and attached to bills for return to carrier within contracted time frame and provider payment is issued. Copies are retained for First MCO files.

First MCO has reviewed the Scope of Services Section C7, regarding the process for electronically processing bills. First MCO is able to meet or exceed all timing guidelines noted.

- d. A sample "Explanation of Benefits" can be found in the Appendix of this proposal under required documents.
- e. Our system safeguards on the duplicates in two ways;
First- Our re-pricing system checks on the following:

- 1) Date of loss
- 2) Date of service
- 3) Provider
- 4) Patient
- 5) Claim number
- 6) CPT codes

If there is no match on any of six, it processes automatically, and then it goes to our manual quality assurance program for final approval. The re-pricing specialist makes sure the re-pricing system has not missed anything, or that no coding errors exist. In this case, the bill would be processed, and an EOB would be produced.

If something does not match exactly, the system will highlight the differences for the quality assurance review. For example, if another bill comes for the same dates, provider, patient, and claim number, but now includes additional cpt codes that were not in the original bill, we would review to determine which, if any cpts would be eligible for review, and payment.

The second way we can catch a duplicate is in our accounting system. If, for example our accounting system attempts to send a bill for service out for the same bill review service, the invoicing system would catch the error. This rarely occurs though, as the duplicate checking system would only fail if someone tried to over-ride it.

12) Loss Control Fraud/Surveillance

1. Training programs offered by Inservco cover the gamut from formal classroom programs to on-site extemporaneous presentations on a variety of public works subjects from grounds maintenance, work zone control, trenching and excavation, energy control procedures, defensive driving to safe lifting and material handling. A complete listing of programs is available upon request. Training is completed in interactive formats and covers practical, real world applications even though there may be complex legal/regulatory language in the standard.

Facility surveys are conducted from three-tiered base: regulatory requirements, accident experience for similar situations, and general risk conditions. An effort is made to find simple solutions for making necessary improvements in order to prevent accidents and to assist in regulatory compliance. The on-site visits support several important safety objectives: reinforce need for regular inspections of buildings, facilities, and work sites; provide opportunity to evaluate safety program applications – SOPs, work practices, equipment functions; and to indicate to workers management's interest in safety working environments.

Listed below are some of the training subjects we currently offer that can help the New Jersey Turnpike Authority's Risk Management staff in finding those practical solutions:

- Right to Know Compliance... Certified in initial and update training
- Confined Space Entry... 2 hours, video (note: 50 minutes of program includes simulated entry procedure on site)

- Lockout/Tagout...50 minutes, video
- Machine Guarding...50 minutes, video
- Safe Lifting...50 minutes, video
- Practical First Aid...50 minutes, video
- Respiratory Protection...50 minutes, video
- PPE – Hands...50 minutes, video
- PPE – Eyes...50 minutes, video
- Safe Driving (Non-Emergency Applications)...50 minutes, video
- PPE – General (All areas of interest)...50 minutes, video
- Workplace Safety – General Industry Applications...50 minutes, video
- Contractor Safety – General...50 minutes, video
- Trenching and Shoring – General Application...50 minutes, video
- Motivating Safety Behaviors...50 minutes, video
- Electrical Safety – General Applications...50 minutes, overheads
- Slips, Trips, and Falls...50 minutes, video
- PPE – Hearing...50 minutes, video/overheads
- Office Safety for Clerical Workstations...50 minutes, overheads
- Organizing Safety and Health Program...50 minutes, overheads
- Organizing a Safety Committee...50 minutes, overheads
- Accident and Investigation...90 minutes, overheads and media
- Organizing a Safety Committee...50 minutes, overheads
- Accident Reporting, Recordkeeping, and Investigation...50 minutes, overheads
- Developing Effective Training Programs...50 minutes, overheads
- Regulatory Compliance for Municipal Government...50 minutes, overheads
- Conducting Facility/Worksite Surveys...50 minutes, overheads
- Fleet Safety Management...3 hours, overheads
- Workplace Violence...50 minutes, overheads
- Claims Analysis and Evaluation for Managers...50 minutes, overheads
- Practical Job Safety Analysis...50 minutes, overheads
- General Liability Parks/Recreation...50 minutes, overheads
- Managing the Summer Employee...50 minutes, overheads
- Safety for Municipal Pool Operation...50 minutes, overheads

We will design training programs on other subjects.

2. Included in our proposal are 20 hours of Loss Control Services. Additional loss control work over and above the 20 hours will be billed at \$110 per hour.

3. Special Investigations Unit, *A Commitment to Combat Insurance Fraud*

An example of our parent company's resources is we are able to access the expertise of their special investigation unit.

The Special Investigation Unit (SIU) represents Penn National Insurance's continuing dedication to allocate resources against the ever-growing problem of insurance fraud. In just a short time, the SIU has become the source for fraud awareness education and investigation service to every Penn National Insurance and Inservco division.

Inservco also utilizes the services of outside surveillance companies: Capcon which has offices in New Jersey and Pennsylvania and Litigation Solutions which has its office in Pennsylvania.

The Special Investigation Unit (SIU) represents Penn National Insurance's continuing dedication to allocate resources against the ever-growing problem of insurance fraud.

Be assured that as trends in fraud change, Penn National Insurance will adapt its method of fraud detection and investigation to keep pace and to remain at the forefront in the fight against insurance fraud.

13) Current Customers

Northeast Bergen School Board Group

P. O. Box 270
Westwood, NJ 07675
Debbie Genetto
201-664-0310
1992 to Present Workers' Comp,
Safety Management (42 BOE's)

Morris Essex Insurance Group

P. O. Box 270
Westwood, NJ 07675
Debbie Genetto
201-664-0310
1997 to Present Workers' Comp
(18 BOE's)

NJ Pooled Insurance Program

P. O. Box 270
Westwood, NJ 07675
Debbie Genetto
201-664-0310
1992 to Present Workers' Comp,
Safety Management (23 BOE's)

Essex County

Ike Jenkins
Hall of Records
465 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102
2007 to Present Liability
973-621-4432

Individual Accounts

Salem County Insurance Comm.

92 Market Street
Salem, NJ 08079
Katie Coleman
1999 to Present Workers' Comp,
Liability
856-935-7510

Gloucester County Insurance Comm.

254 City House Road
Clarksboro, NJ 08020
Dean Sizemore
2008 to Present Workers' Comp
856-384-6990

Mercer County Insurance Comm.

Trenton, NJ
Megan Clark-Hughes
2005 Workers' Comp, Liability
609-989-6655
1,833 Employees

State of New Jersey

Michael Smith
Division of Risk Management
PO Box 620
Trenton, NJ 08625
March 2012 to Present
(609) 292-3091

Prior Customers**City of East Orange**

Khalifah Shabazz Esq,
Corporation Counsel
44 City Hall Plaza
East Orange, NJ 07017
Phone: 973- 266-5170
Fax: 973-266-5464
Email: Khalifah.Shabazz@eastorange-nj.gov

14) Medical Secondary Payer Statue

Inservco has contracted with Gould and Lamb to do the SCHIP reporting for all of our clients for the following reasons. The Inservco SCHIP committee began an extensive search and vetting process to deliver a comprehensive solution for the Mandatory Insurer Reporting to protect our clients. In the vetting process, we looked at several organizations and started talking to various companies regarding reporting elements and system interface. We looked at many different companies and selected Gould and Lamb as our reporting agent for the following reasons:

Gould and Lamb is very well respected in the Medicare Set Aside business throughout the country and is the nation's largest and most trusted provider of MSA/MSP Compliance Services in the United States, serving virtually every major insured and TPA in the country. Gould & Lamb is financially backed by a leading financial firm with over \$18 billion in investments worldwide. Gould & Lamb is headquartered in Bradenton, Florida, with satellite locations in 55 major metropolitan areas. Gould and Lamb and Inservco are technically interfaced so that our claim data is electronically sent to Gould and Lamb. They also indemnify both Inservco and Inservco's clients from any mistakes or errors they make in reporting or dealing with MSA and CMS. There is no cost to our client's for the SCHIP reporting by Gould and Lamb. The agreement Inservco entered with them provides pricing for conditional payments and Medicare set asides.

15) Fee Proposal

Inservco's fees are an all inclusive fee for workers' compensation claims management. Inservco's fees are also based on a business compatible Managed Care Provider. Inservco will provide the following services for these fees:

- Aggressive management of **all new and existing claims**.
- Staffing as requested in the RFP.
- Issue all payments.
- Monthly loss runs reports and standard computer reports.
- Monthly check registers.
- Complete and file mandated claim forms.
- Coordinate litigated claims with attorney.
- Coordinate claims with excess carrier.
- Coordinate needs with private investigator.
- Enter all claims data into our Pyramid System.
- Investigate and pursue subrogation potential on all claims with no additional recovery fees.
- Investigate and pursue fraudulent activities.
- Annual SCHIP reporting.

Allocated Expenses

The claims management fee does not include usual allocated expenses, such as attorneys' fees, outside appraisal costs, photographers' fees, travel expenses for witnesses, surveillance performed by independent professional surveillance firms, Medicare set-aside costs, independent medical examinations for claim evaluation and defense purposes, PPO Network discounts or access fee, bill repricing, telephonic case management, field case management, court reporters' fees and court costs or defense of any claim.

Inservco will utilize the Services of First Managed Care Options (MCO) for all manage care products on this account. First MCO and Inservco have a long standing business partnership and work with many New Jersey Boards of Education and Municipalities together. Inservco's and First MCO's systems are integrated improving the speed and coordination of services and communication.

Professional fees for safety management services over the 30 hours included in this proposal are on an allocated cost basis of \$110 per hour. Project and annual fees can be provided.

Inservco has included our Fee Proposal Forms in the Appendix of this proposal.

C. **Fee Proposal Forms**

1. **WORKERS' COMPENSATION CLAIMS ADMINISTRATION (TPA)**

Fee Proposal Submitted by: Michael P. Scheib Michael P. Scheib Pres. & CEO
Print Name Signature Title

Inservco Insurance Services, Inc.
Company/Organization Name

Fee Proposal/TPA – Third Party Claims Administration:

Please indicate (1) life of claim, (2) life of contract, (3) year-by-year charge and (4) rate per claim to conclusion for takeover of existing open claims - to be billed in 12 equal monthly installments:

Contract Period	Life of Contract Agreement Fees	Life of Claim Agreement Fees	Flat Annual Agreement Fees	Fee to Administer Balance of Open Claims (a)
First Year	\$ 113,800	\$ 133,800	\$ 0	\$ 0
Second Year	\$ 113,800	\$ 133,800	\$ 0	
Third Year	\$ 116,950	\$ 137,550	\$ 0	
Fourth Year	\$ 116,950	\$ 137,550	\$ 0	
Fifth Year	\$ 118,800	\$ 139,800	\$ 0	

(a) Fee to Administer Balance of Open Claims is only associated with move to Life of Claim Agreement

Note that regardless of which option is proposed it is understood that your fee proposal is all inclusive for providing the full Scope of Services detailed in this RFP, except for items where separate fees are specifically requested. Fees for services should be itemized.

Fee Proposal/TPA – Risk/Loss Control Services:

Please indicate the number of hours, if any, of Risk Control Services you propose to bundle with this agreement per contract year: 20;

Please indicate hourly rate you propose to charge for Risk Control Services (if requested by the Authority): \$110 (you may attach your firm's rate table/exhibit here);

Fee Proposal/TPA – Fraud Investigation/Surveillance Services:

Please indicate the hourly rate your firm proposes to charge for Fraud/Surveillance Services:

\$88 (Hourly rate for term of contract)

2. **MEDICAL COST CONTAINMENT (MR)**
 Medical Bill Re-pricing/Provider Network Access

Fee Proposal Submitted by: Michael P. Scheib Michael P. Scheib Pres. & CEO
 Print Name Signature Title

Inservco Insurance Services, Inc.
 Company/Organization Name

Fee Proposal/MR – Medical Cost Containment:

Please indicate (1) life of claim, (2) life of contract, (3) year-by-year charge and (4) rate per claim to conclusion for takeover of existing open claims - to be billed in 12 equal monthly installments:

Contract Period	Life of Contract Agreement Fees	Life of Claim Agreement Fees	Flat Annual Agreement Fees	Fee to Administer Balance of Open Claims (a)
First Year	\$ 88,000	\$ 88,000	\$ 0	\$ 0
Second Year	\$ 88,000	\$ 88,000	\$ 0	
Third Year	\$ 90,640	\$ 90,640	\$ 0	
Fourth Year	\$ 90,640	\$ 90,640	\$ 0	
Fifth Year	\$ 92,450	\$ 92,450	\$ 0	

(a) Only associated with move to Life of Claim Agreement

Fee Proposal/MR - Pharmacy Charges:

KeyScripts

Please indicate the Actual Percentage off AWP (average wholesale prices)

AWP - 7% AWP - 25%
 for: Brand Name Drugs: Mail Order AWP-9% Generic Drugs: Mail Order AWP -30%

Do you propose to charge dispensing fees: Yes X No ;

If yes, please indicate fees you intend to charge per Rx: Brand Name: \$4; Generic: \$4

All Mail Order - \$2.50

Note that regardless of which option quoted above, it is understood that your fee proposals are all inclusive for providing the full Scope of Services detailed in this RFP – including unlimited access to your Provider Network - except for items where separate quotations are specifically requested.

Regarding per-claim pricing, this quote represents the total fee for adjudication (in accordance with all requirements of this RFP) of all bills submitted by providers for all authorized treatment associated with each compensable claim. Billing under this option will be monthly.

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.

<i>Telephonic Case Management</i>		<i>On-Site Case Management</i>	
First Year	\$ <u>65/hr. 400/cl.</u> First Year	First Year	\$ <u>78/hr. 800/cl.</u>
Second Year	\$ <u>65/hr. 400/cl.</u> Second Year	Second Year	\$ <u>78/hr. 800/cl.</u>
Third Year	\$ <u>65/hr. 400/cl.</u> Third Year	Third Year	\$ <u>78/hr. 800/cl.</u>
Fourth Year	\$ <u>65/hr. 400/cl.</u> Fourth Year	Fourth Year	\$ <u>78/hr. 800/cl.</u>
Fifth Year	\$ <u>65/hr. 400/cl.</u> Fifth Year	Fifth Year	\$ <u>78/hr. 800/cl.</u>
Renewal Options	Renewal \$ <u>65/hr. 400/cl.</u> Options	Renewal Options	\$ <u>78/hr. 800/cl.</u>

3. Risk Management Information System (RMIS)

Fee Proposal Submitted by: Michael P. Scheib Michael P. Scheib Pres. & CEO
 Print Name Signature Title

Inservco Insurance Services, Inc.
 Company/Organization Name

Fee Proposal/RMIS – Risk Management Information System: (See comment below - **)

Please indicate proposed flat fee* - to be billed in 12 equal monthly installments:

Contract Period	Life of Contract Agreement Fees	Life of Claim Agreement Fees	Flat Annual Agreement Fees	Fee to Administer Balance of Open Claims @
First Year	\$ 0	\$ 0	\$ 0	\$ 0
Second Year	\$ 0	\$ 0	\$ 0	
Third Year	\$ 0	\$ 0	\$ 0	
Fourth Year	\$ 0	\$ 0	\$ 0	
Fifth Year	\$ 0	\$ 0	\$ 0	

Note that regardless of which option proposed above, it is understood that your fee proposal is all inclusive for providing the full Scope of Services detailed in this RFP, except for items where separate quotations are specifically requested.

** The Risk Management Information System fees are all-inclusive, and involve no additional costs, as illustrated in the previous sections.

Appendix

Proposal Form

Required Documents

Inservco's Sample Agreement

Resumes

D. Evaluation Factors and Criteria

The Proposal will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Proposer will be based upon the Proposal. Proposers will be awarded a maximum of 100 points based upon the following factors:

- | | <u>Points</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1. Approach to the Services: | 25 |
| Evaluation will include quality and soundness of plan, general comprehension of the requirements to provide the specified services and general competence. Each Proposer is expected to provide a preliminary work schedule showing the estimated number of hours by each staff level and the timing of work. | |
| 2. Understanding the Authority's needs: | 15 |
| The Proposal shall include the Proposer's history in performing work similar in scope to the Services required in Section III. Evaluation will include the Proposer's ability to 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 AND INDEMNIFICATION

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:

Commercial General Liability Insurance

1. 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,

Commercial Automobile Liability Insurance

2. 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.

Workers' Compensation and Employers' Liability Insurance

3. 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.

Professional Liability Insurance

4. 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.

All Risk Crime Insurance

5. The 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. 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.
 7. 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, 581 Main Street, 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.
- B.** 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.
- C.** 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.
- D.** Prior to commencing any Services under the Services Agreement 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:

1. "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.
 2. 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.
 3. 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.
 4. 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"
 5. All certificate(s) shall be mailed to: Director of PMM, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.
- E. 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.

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.

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.

- F. 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 Services Agreement. If the Services Agreement is so suspended, no additional compensation or extension of time shall be due on account of such suspension. The Authority may waive or modify any insurance requirement set forth herein.

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

- G. 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.
- H. 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 LIST	
A.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)	<input checked="" type="checkbox"/>
B.	AFFIRMATIVE ACTION INFORMATION SHEET	<input checked="" type="checkbox"/>
C.	AFFIDAVIT OF MORAL INTEGRITY	<input checked="" type="checkbox"/>
D.	OWNERSHIP DISCLOSURE FORM	<input checked="" type="checkbox"/>
E.	PROPOSER FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129	<input checked="" type="checkbox"/>
F.	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	<input checked="" type="checkbox"/>
G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	<input checked="" type="checkbox"/>
H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	<input checked="" type="checkbox"/>
I.	AFFIDAVIT OF NON-COLLUSION	<input checked="" type="checkbox"/>
J.	NJ BUSINESS REGISTRATION CERTIFICATE	<input checked="" type="checkbox"/>
K.	SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM	<input checked="" type="checkbox"/>
L.	SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION	<input checked="" type="checkbox"/>
M.	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.	<input checked="" type="checkbox"/>
N.	FINANCIALS (Provide copies of audited financial statements or federal income tax returns for the past three years.)	<input checked="" type="checkbox"/>

CHECK OFF AS READ, SIGNED & SUBMITTED

Inservco Insurance Services, Inc.
(Firm)

President & CEO
(Title)

Michael P. Scheib
(Signature)

11-23-15
(Date)

Michael P. Scheib
(Name – please print or type)

800-356-0438/717-221-6060
(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)

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: Inservco Insurance Services, Inc.

By: Michael P. Scheib
Michael P. Scheib

Title: President & CEO

Date: 11-23-15

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 X _____

If Yes, a photo copy of the Letter of Approval is to be submitted with the Proposal.
(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 X _____ NO _____

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

Certificate of Approval Number 5867
(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 the Authority's copy (Pink) 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 Michael P. Scheib Date Signed 11-13-15

Print Name and Title Michael P. Scheib, President & CEO

Proposers Company Name Inservco Insurance Services, Inc.

Address Two North Second Street, Harrisburg, PA 17101

Telephone Number 800-356-0438 Fax Number 717-221-6060

EXHIBIT C
AFFIDAVIT OF MORAL INTEGRITY

STATE OF Pennsylvania

Ss: Tax ID: 23-2145732

COUNTY OF Dauphin

I, Michael P. Scheib, the President & CEO (Pres., Vice Pres., Owner/Partner) of

Inservco Insurance Services, Inc. (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):** NONE
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):** NONE
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).** NONE
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

24th Day of Nov. 2015

Michael P. Scheib
Signature Michael P. Scheib

President & CEO (Corporate Seal)
Title

Janina A. Reifsnyder
Notary Public

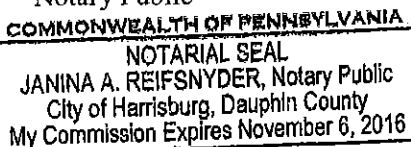


EXHIBIT D**Ownership Disclosure Form**

OWNERSHIP DISCLOSURE FORM					
DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 W. STATE ST., 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230			BIDDER: _____ _____		
INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.					
NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)	
Penn National	2 North Second St.,		Harrisburg, PA	100%	
Mutual Casualty					
Insurance Co.					
INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.					
NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)	
COMPLETE ALL QUESTIONS BELOW					
				YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>				___	<u>X</u>
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>				___	<u>X</u>
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>				___	<u>X</u>
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>				___	<u>X</u>
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>				___	<u>X</u>
CERTIFICATION: 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 acknowledge that the State of New Jersey 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 State to notify the State in writing of any changes to the answers or 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 State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.					
I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.					
Company Name: <u>Inservco Insurance Services</u>					
Address: <u>2 North Second St.</u>					
<u>Harrisburg, PA 17101</u>					
FEIN/SSN#: <u>23-2145732</u>					
Date: <u>11-23-15</u>					
PRINT OR TYPE: <u>Michael P. Scheib</u> (Name)					
PRINT OR TYPE: <u>President & CEO</u> (Title)					

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 Inservco Insurance Services, Inc. (USA)
(Location by Country)

Name: Michael P. Scheib

Address: Two North Second St., Harrisburg, PA 17101

Title: President & CEO

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

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

Proposer: Michael P. Scheib Title: President & CEO
Michael P. Scheib

EXHIBIT F

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

NAME OF CONTRACTOR /PROPOSER:

Inservco Insurance Service, Inc.

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 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/Proposers **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A PROPOSER'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 Proposer'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 Proposer 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 Proposing 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 NONE Relationship to Proposer _____

Description of Activities

Duration of Engagement _____ Anticipated Cessation
Date _____

Proposer Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY PROPOSER

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 South Jersey Transportation 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): Michael P. Scheib
SIGNATURE Michael P. Scheib

TITLE: President & CEO DATE: 11-23-15



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
13 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039

CHRIS CHRISTIE
Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

KIM GUADAGNO
Lt. Governor

JIGNASA DELAN-MCCLEARY
Director

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

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.	Amona	20.	Liquefied Natural Gas Limited
2.	Bank Saderat PLC	21.	Maire Tecnimont SpA
3.	Bank Sepah	22.	Nafsan IntraTrade Company (NICO)
4.	Bank Markazi Iran (Central Bank of Iran)	23.	National Iranian Tanker Company (NITC)
5.	Bank Mellat	24.	Oil and Natural Gas Corporation (ONGC)
6.	Bank Melli Iran	25.	Oil Ineta Limited
7.	Bank Tejarat	26.	Panyu Chu Kong Steel Pipe Company, Ltd.
8.	Belaz	27.	Persia International Bank
9.	Belneftkhim (Belarusneft)	28.	PetroChina Company, Ltd.
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipetec)	29.	Petroleos de Venezuela (PDVSA Petroleo, SA)
11.	China National Offshore Oil Corporation (CNOOC)	30.	Samah Afzar Tajak Company (SATCO)
12.	China National Petroleum Corporation (CNPC)	31.	Schwing America Inc.
13.	China National United Oil Corporation (ChinaOU)	32.	Shandong FIN CNC Machine Company, Ltd.
14.	China Petroleum & Chemical Corporation (Sinopec)	33.	Sinohydro
15.	China Precision Machinery Import-Export Corp. (CPMIEC)	34.	SK Energy
16.	Grimley Smith Associates	35.	SKS Ventures
17.	Indian Oil Corporation	36.	Som Petrol AS
18.	Industrija Nafta (INA)	37.	Sonangol
19.	Kingdream PLC	38.	Zhuohai Zhentong Company

List Date: July 31, 2014

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 Inservco Insurance Services, Inc.

SIGNATURE *M. Michael P. Scheib*

NAME Michael P. Scheib

TITLE President & CEO

DATE 11-23-15

EXHIBIT H

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR
DISCLOSURE OF POLITICAL CONTRIBUTIONS**

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF Pennsylvania

:SS Tax ID: 23-2145732

COUNTY OF Dauphin

I, Michael P. Scheib of the City of Harrisburg in the County of
Dauphin and the State of Pennsylvania of full age, being duly sworn according

to law on my oath depose and say that:

I am Michael P. Scheib, a President & CEO in the firm of
(Name) (Title, Position, etc.)

Inservco Insurance Services, Inc. the Proposer making the Proposal in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Proposal with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the Services Agreement for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Services Agreement upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

Michael P. Scheib

Print Name: Michael P. Scheib

Subscribed and Sworn to before me this 24th day of Nov. 2015

Notary Public of City of Hbg, Dauphin Co. My Commission Expires: 11/6/16

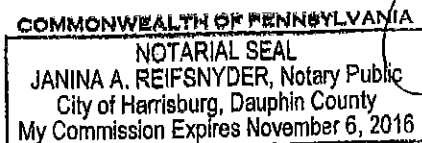


EXHIBIT I

AFFIDAVIT OF NON-COLLUSION

STATE OF : Pennsylvania
COUNTY OF : Dauphin

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 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 on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

Inservco Insurance Services, Inc.

FIRM NAME

Michael P. Scheib

NAME

President & CEO

TITLE

Michael P. Scheib

SIGNATURE

Subscribed and sworn to and
before me this 24th day
of Nov., 2015.

Janina A. Reifsnyder

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

JANINA A. REIFSNYDER, Notary Public

City of Harrisburg, Dauphin County

My Commission Expires November 6, 2016

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.nj.gov/treasury/revenue/forms/njreg.pdf>

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

INSERVCO INSURANCE SERVICES, INC.

ADDRESS:

P.O. BOX 1545
HARRISBURG PA 17105
EFFECTIVE DATE:

12/03/01

TRADE NAME:

SEQUENCE NUMBER:

0108186

ISSUANCE DATE:

02/25/15

James J. [Signature]
Director
New Jersey Division of Revenue

FORM BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-00), D200040V

Certification 5867

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 OCT-2015 to 15 OCT-2018

INSERVCO INSURANCE SERVICES, INC.
3150 BRUNSWICK PIKE
LAWRENCEVILLE NJ 08648



Robert A. Romano

Robert A. Romano,
Acting State Treasurer

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 XX

SBE Registration # _____

Please check below if applicable

Woman Business Enterprise _____ Minority Business Enterprise _____

Proposer Name: Inservco Insurance Services, Inc.

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
N.A.		

(Attach additional sheet if necessary)

Inservco Insurance Services, Inc.
Proposer (Print Name)

Michael P. Schieb
Michael P. Schieb, Pres. & CEO
Proposer's SBE Liaison officer (if applicable)

800-356-0438

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]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 1-203-658-0511
Edgewood Partners Insurance Center (EPIC)
[CT - Branch ID 15459]
One Stamford Plaza
263 Tresser Blvd.
Stamford, CT 06901

CONTACT NAME: Rusty Briante
PHONE (A/C No, Ext): 203-658-0511 FAX (A/C, No): 203-363-1990
E-MAIL ADDRESS: rusty.briante@epicbrokers.com

INSURED
Penn National Insurance
Two North Second Street
PO Box 2361
Harrisburg, PA 17105-2361

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: PROPERTY & CAS INS CO OF HARTFORD		34690
INSURER B: HARTFORD CAS INS CO		29424
INSURER C: EXECUTIVE RISK IND INC		35181
INSURER D: NAVIGATORS SPECIALTY INS CO		36056
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 44190857

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			10 UUN AN2498	03/01/15	03/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			10RHUAN1765	03/01/15	03/01/16	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	82116533	06/01/15	06/01/16	Limit: \$2,000,000 Ded:100,000
D	Primary E&O Excess E&O			NY15MPL757734IC	06/01/15	06/01/16	Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Inservco is a wholly-owned subsidiary of Penn National Insurance and is a Named Insured.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen L. L...

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ACORD 25 (2014/01)
RBriante
44190857

The ACORD name and logo are registered marks of ACORD

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



First Managed Care Option

Explanation of Review (E.O.R.)

Provider
Seaview Orthopaed & Med Asso.
Fechisin, Joel P
1200 Eagle Avenue
OCEAN, NJ 07712

Provider Tax ID : 222398304

EOR Invoice# : 2169223300

EOR Date : 03/26/2015

File : 000

Patient Acct # : [REDACTED]

Pay Category : WDOC

Employer : NJ TURNPIKE

Carrier : NJ TURNPIKE

Adjuster: REED-GIBSON, PAMELA

DOS Period: 01/22/2015

Acct Claim # : [REDACTED]

Employee ID : [REDACTED]

Claimant : [REDACTED]

Case # : [REDACTED]

Date of Loss : [REDACTED]

Batch #/Bill # : 150326-004 / 4

DOS Period	Service Code	Modifiers	Units	Provider Charge	Repriced Allowance	ALC Expi Code
01/22/2015	99243	57	1	\$300.00	\$175.00	
	OFFICE CONSULTATION					
01/22/2015	24560		1	\$2,100.00	\$600.00	
	TREAT HUMERUS FRACTURE					
01/22/2015	73070	26	1	\$20.00	\$8.74	
	X-RAY EXAM OF ELBOW					
Totals:				\$2,420.00	\$783.74	

REPRINT
11/11/2015

NetworkPlan: First MCO

First MCO has repriced this Workers' Compensation claim in accordance with the provider's participation with FMCO. Determination of compensability is the responsibility of the insurance company. Payment of these bills is at the discretion of the insurance company. You may not balance bill the patient, employer, insurance carrier, nor FMCO. Acceptance of payment constitutes a full release of the provider, and forfeiture of any appeal rights that may be in effect.

Payment to follow under separate cover.

If you have any questions, please call First Managed Care Option at (973) 257-5334.

P.O. BOX 71, WILKES BARRE, PA 18703

03/26/2015 9:47:53 AM

SERVICE AGREEMENT FOR ADMINISTRATION OF SELF-INSURANCE PROGRAM

This Agreement, made and entered into this _____ day of _____
20__, by and between INSERVCO INSURANCE SERVICES, INCORPORATED, a
Pennsylvania corporation with its principal place of business in Harrisburg, Pennsylvania,
Dauphin County, (the "Company") and _____,
with principal offices located in _____, New Jersey,
(the "Self-Insured").

In consideration of the mutual promises and agreements contained in this Service
Agreement, and intending to be legally bound, the parties agree as follows:

A. DEFINITIONS.

The following definitions will apply to the words and phrases when used in this Agreement:

1. "Allocated Expenses" shall mean all items of expenses, including, but not limited to attorneys' fees, photographers' fees, expert witnesses' fees for medical examinations for claim evaluation purposes, court costs, travel expenses for witnesses, medical management including bill repricing, vocational rehabilitation, court reporters' fees, costs or expenses relating to the investigation, negotiation, settlement, or defense of any claim and as may be necessary for the handling of subrogation cases. Except for legal fees and capped attorney fees, such Allocated Expenses shall require specific prior written or verbal approval of Self-Insured.
2. "Catastrophic Loss" shall mean a claim involving multiple (10 or more) claimants resulting from the same occurrence, accident, etc. In the event of multiple claimants, each claimant, No. 10 and above, will be considered a separate claim and a \$250 per claim fee charged.
3. "Claims Administration Services" shall mean those services provided by the Company as further described in Section B (1) in this Agreement.
4. "Discretionary Settlement Authority Limits" shall mean the authority to settle claims for up to \$10,000 for the Company,
5. "Program" shall mean the Self-Insured's insurance program.
6. "Administrative Account" an account used to pay for expenses associated with the Program that are not able to be allocated to any particular claim file. An authorize representative of the Self-Insured shall direct all disbursements from this account.

B. OBLIGATIONS OF THE COMPANY.

1. With regard to Claims Administration Services, the Company agrees to:

- a) Review all Self-Insured's Report of Claim forms submitted by the Self-Insured in which the dates of injury fall during the term of this Agreement and to conduct such investigation as the circumstances of each case dictate;
- b) Establish and maintain estimated reserve figures for each claim file and to consult with the Self-Insured with respect to payment of any case that is over Company's discretionary settlement authority;
- c) Furnish all claim forms necessary for proper claims administration;
- d) Maintain claim files for each reported claim throughout the life of the claim (in paper or imaged format), retain all closed files for a period of three (3) years following closing of the file, and, after three years, return the closed files to Self-Insured;
- e) As soon as reasonably practicable following the end of each month, furnish to the Self-Insured statistical information consisting essentially of the following details:
 - (i) The total number of claims reported to the Company during the preceding month;
 - (ii) The total amounts paid by the Company during the preceding month and a breakdown of said total on a "by line" basis;
 - (iii) The amounts paid by the Company during the preceding month on each individual case on a "by line" basis;
 - (iv) The amounts paid to date on each open claim or claim closed during the preceding month; and
 - (v) Outstanding reserves on each individual case on a "by line" basis;
- f) Transmit, weekly, to the Self-Insured a list of all medical and indemnity benefits and Allocated Expenses to be paid, the total of which represents the amount that the Self-Insured shall immediately make available in its account for payment of that week;
- g) Issue Company or Self-Insured drafts or checks for payment of benefits and Allocated Expenses, said drafts or checks being paid from an account maintained by the Company at a bank of its choice with fees or charges in connection with the account being the responsibility of the Company;
- h) Upon any termination of this Agreement, renegotiate the amount of the funds to be made available by the Self-Insured to conclude cases under the provisions of Section F.5. herein

and at the conclusion of all services under this Agreement to have a final reconciliation of the account and to leave any unused funds for use of the Self-Insured;

- i) Notify the Self-Insured and excess insurance carrier of any specific case that may involve the Self-Insured's excess insurance carrier for the program being administered by the Company. The Company will comply with all claims reporting requirements of the excess carrier. The Client's failure to timely provide copies of the excess insurance policies and any necessary information that is reasonably required to report such claims shall relieve the Company of its obligation to report to the Client's excess carrier;;
 - j) Provide all necessary subrogation services within claims management fee;
 - k) Attend any regularly scheduled Self-Insured claims meetings to review claims;
 - l) Notify the Self-Insured and seek approval for any claim requiring litigation as soon as reasonably practical;
 - m) Safety management/loss control services;
 - n) Maintain and supervise such personnel as may be necessary to perform Company's duties hereunder, with the hiring, assignment and termination of such personnel being at the sole discretion of the Company; and
 - o) Maintain professional liability insurance coverage to insure against any claim for damages arising out of or by reason of any acts or omissions directly or indirectly in connection with the Company's performance of its services under this Agreement.
2. The Company acknowledges and agrees that if the Self-Insured has now, or creates in the future, an Administrative Account then the Company will process for payment, from the Administrative Account, only those expenses that are submitted by the Self-Insured that have been approved by at least one authorized representative of the Self-Insured. The Self-Insured shall designate in writing those individuals that authorized to direct such payments. The Self-Insured designates [LIST ALL NAMES] as authorized representative(s) for this purpose. The Self-Insured further acknowledges and agrees that the Company, its affiliates, or any of their respective officers, directors, employees, or representatives shall not be required to review for the authenticity, legitimacy or validity of the expenses to be paid from the Administrative Account. The Self-Insured's authorized representative(s) are solely responsible to review, approve and direct payments made from the Administrative Account. In no instance shall the Company be considered a fiduciary of the Administrative Account. The Self-Insured shall indemnify for all expenses and hold harmless the Company for any negligent, reckless or willful misconduct by the Self-Insured's authorized representative in reviewing, approving and directing payment from the Administrative Account.
3. is understood and agreed that the Company will not perform, and the Self-Insured will not request the Company to perform, any services which may constitute the practice of law.

C. OBLIGATIONS OF THE SELF-INSURED.

1. The Self-Insured agrees to:
 - a) Promptly report all claims to the Company;
 - b) Pay to the Company the service fees as set forth in this Paragraph F of this Agreement;
 - c) Make available immediately in its account a sum equal to the weekly list of payments and Allocated Expenses supplied by the Company;
 - d) Assume the cost of defense of any action on behalf of the Company, its agents or employees, if any of them are named as a defendant(s) in any action: (i) where the plaintiff's cause of action involves a claim hereunder; and (ii) where there are no allegations of errors, omissions, torts, intentional torts or other negligence on the part of the Company;
 - e) Select legal counsel from list supplied by the Company or select own counsel, and having so acted, permit the Company to assign cases and/or to consult with such counsel as the Company may deem appropriate; and
 - f) Provide the Company with such additional information with respect to matters incidental to the Company's performance of services under this Agreement as may be requested by the Company from time-to-time.
 - g) Provide copies of the excess insurance policies for the Program.
2. The Self-Insured shall be responsible at all times for the payment of all claims and Allocated Expenses covered by the claims administration services provided by the Company pursuant to this Agreement.
3. The Self-Insured shall cooperate with the Company in the performance of its claims administration services hereunder. The Company shall not be liable for any breach of obligations under this Agreement caused in whole or in part by the lack of cooperation or breach of obligations by the Self-Insured.

D. INDEMNIFICATION.

1. The parties agree to indemnify and hold the other party, its employees, and owners harmless from any liability, loss, cost, damage, or expense, including attorney's fees, arising out of or incident to the other party's performance of the terms of this Agreement. The parties shall further indemnify, defend and hold harmless the other party, its officers, directors, employees or agents from and against and in respect to any and all liability, loss, cost, damage or expense, including reasonable attorney's fees, that party shall incur or suffer, which arises out

of, respect from or relate to any negligent act or gross or willful misconduct in the performance of a party's obligation under this Agreement by its officers, directors, employees, or agents.

2. In addition to Self-Insured's duty to indemnify Company as set forth above, Self-Insured further agrees that 1) in the event a court of competent jurisdiction holds the Company liable for bad faith, as the term is applied to insurance carriers, then Self-Insured will indemnify and hold Company harmless from any liability, loss, cost, damage, or expense, including attorney's fees, that results from that court's decision; and 2) in the event that the complained of action was taken by the Company at the specific direction of, or in reliance upon statements made by, the Self-Insured, then the Self-Insured will indemnify and hold the Company harmless from any liability, loss, cost, damage, or expense, including attorney's fees that result from Self-Insured's direction.
3. The defense, including legal fees and costs together with the amount of any judgment, of any legal action against Self-Insured arising out of a claim for coverage under the Program, shall be the responsibility of the Self-Insured and shall not be an obligation of the Company.
4. The Company shall not, by entering into and performing services in accordance with the terms of this Agreement, become liable for any of the existing or future obligations, liabilities, or debts of the Self-Insured.
5. The indemnifications provided for by this section shall survive the termination of this Agreement.

E. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, DOCUMENTATION OR SERVICES (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY SELF-INSURED TO COMPANY UNDER THIS AGREEMENT. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION ENTITLED "LIMITATION OF LIABILITY". SELF-INSURED ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

F. FEES, TERM & TERMINATION.

1. Except as otherwise provided for in Paragraph F.4. below, the term of this Agreement shall be for XX year(s) beginning on x/xx/xx and ending on x/xx/xx.
2. Fees for claims administration services under this Agreement and for the term specified in Paragraph F.1 above are as follows:
 - a) Guaranteed fee of \$ _____ for one year, from _____ through _____
 - b) The Company fixed fee includes all new claims as of the effective date of this Agreement and all open claims incurred through _____. The claims management fixed fee does not include usual Allocated Expenses or catastrophic losses, PPO Savings at _____ % of savings.
3. Monthly invoices are due and payable upon receipt, but in no event later than thirty (30) days after the date of the invoice.
4. Either party may terminate this Agreement immediately for cause by providing notice in writing to the other party and that party has failed to cure if:
 - a) It is established that either party needs and has lost, has suspended or has not secured a license, governmental approval or exemption in accordance with applicable laws or regulations in order to enter into or perform this Agreement; or
 - b) Either party materially breaches this Agreement in any manner where such material breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party; or
 - c) Either party shall apply for or consent to the appointment of a receiver, trustee or liquidator of Self-Insured or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of creditor, adjudicating Self-Insured bankrupt or insolvent or approving a petition seeking reorganization of the Self-Insured and such order, judgment or decree shall continue unstayed and in effect for period of sixty (60) consecutive days, then in case of any such event, the term of this Agreement shall expire, at Company's option, on ten (10) days written notice to Self-Insured.
5. The handling of any claim pending on the date of termination of this Agreement shall be negotiated by both parties unless the parties agree to enter into a renewal or new contract for the same services. In such case, all pending claims shall be handled consistent with the fees set forth in the new Agreement.

6. Upon termination of this Agreement, the Self-Insured shall be entitled, if it so requests, to possession of the electronic files the Company has maintained for claims, medical incidents, and occurrences (but not including any computer software or other proprietary information of the Company), provided, however, that the Company and its employees, agents, or attorneys shall continue to be entitled to inspect such files and make copies or extracts there from subject to approval by Self-Insured;
7. Upon termination of Company's duties hereunder, it shall be the responsibility of the Self-Insured to arrange and pay all costs for the transfer to a successor of custody of any of the Self-Insured's records in the Company's possession including original claims records. The Company may, at its option, transfer such records in such form, as it may desire, including computer tapes or disks, and it is the responsibility of the Self-Insured to convert such information into a form required by successor. In addition, the Company shall deliver to the Self-Insured all electronic data and hard copy data, if any, for claims within thirty (30) days following the termination of Company's duties hereunder.
8. It is expressly understood that the Company shall not be required to advance its own funds to pay losses or Allocated Expenses hereunder or to perform any services hereunder if the Self-Insured fails to provide adequate funds as herein set forth. Company will not be considered the insurer, guarantor or underwriter of the liability of the Self-Insured for coverage and Self-Insured will have final responsibility and liability for payment of claims in accordance with the provisions of the Program.

G. CONFIDENTIALITY.

The parties agree to keep all oral and written information confidential and, other than required to satisfy obligations under this Agreement, to refrain from releasing such information to any third party without the express written authorization of the other party, except to the extent such release may be required by law, regulation or court order and in which case prior notice of such release shall be given to the other party.

H. RIGHT TO AUDIT.

The Self-Insured shall have the right to review any open or closed claim files, billings, invoices, payment history related to a claim made under the Program and the services provided for a particular claim. Any such reviews shall be during normal business hours and upon reasonable advance notice to the Company.

I. RELATIONSHIP OF THE PARTIES.

In the performance of the work, duties and obligations of the parties to this Agreement, Company shall at all times be acting and performing as an independent contractor with respect to Self-Insured. No relationship of employer and employee, partner, joint venturer, agent, fiduciary, trustee, or similar relationship between Company and Self-Insured is created by this Agreement.

or by performance of any activities contemplated hereunder. The Self Insured acknowledges and agrees that none of the Company, its affiliates, any of its subcontractors or vendor service providers, or any of their respective officers, directors, employees, agents, or representatives are employers or employees of the Self-Insured, partners, joint venturers, agents, fiduciaries or trustees or hold similar relationships with respect to the Self-Insured. Neither party hereto will make any claims or demands against the other party for any liability or loss of any kind or character in connection with any such relationships, including, without limitation, claims for employee benefits. In addition, neither party shall have any power or authority to act for or on behalf of, or to bind the other except as herein expressly granted, and no other or the grant nor denial of power or authority specifically mentioned herein shall imply greater power or authority.

J. DISCLOSURE OF BUSINESS ARRANGEMENTS

Self Insured understands and acknowledges that the Company may have business agreements, including cost sharing arrangements, with the vendor service providers that perform services related to this Agreement or in connection with the services provided under this Agreement including the Claims Administration Services provided by the Company and the services related to allocated and unallocated expenses. As part of these business agreements, there may be financial considerations paid by the vendor service provider to the Company for the resources and services that the Company may provide, which could include marketing, personnel, information technology, system access, and various administrative services. The amounts, which may be material, that the Company may receive from a vendor provider vary from provider to provider and may depend upon the types and quantity of resources and services the Company provides to the vendor provider. Self Insured understands and acknowledges that it is under no obligation to utilize any vendor provider that is recommended by the Company to perform services related this Agreement and if Self Insured elects not to utilize the services of a recommended vendor provider, then Self Insured can select a vendor service provider it chooses to the perform such services. Self Insured acknowledges that if it selects a vendor service provider different than one that is recommended by Company then there may be an adjustment to the Claims Administration Services fee. Self Insured also acknowledges that it has control over the types of and amounts of services a vendor service provider performs under or in connection with this Agreement, whether recommended by the Company or selected by Self-Insured.

Self Insured understands and acknowledges that the Company also has an ownership interest in Keyscripts LLC, managed care vendor that provides pharmacy benefit, physical therapy network and durable medical equipment network services, that the Company may recommend using to control costs for the Program. As with any vendor service provider, the Self-Insured is able to choose a different service provider for these services.

K. MISCELLANEOUS PROVISIONS.

1. *Waiver.* Failure of either party to enforce at any time any provision of this Agreement or to exercise any of the rights granted in this Agreement shall not affect or impair the validity of any part of this Agreement or the right to require full performance at any time thereafter.

Further, the waiver by either party of a breach of any such provision shall not be held to be a waiver of any subsequent breach thereof.

2. *Severability.* If, at any time, any part of this Agreement is found to be unenforceable, illegal, or contrary to public policy, then the remainder of the Agreement remains in full force and effect except for the unenforceable portion.
3. *Notices.* Any notices required by this Agreement shall be in writing and may be delivered personally or by registered mail, postage prepaid, and addressed to the respective parties at the last known address given by either party to the other.
4. *Applicable Law.* This Agreement shall be construed, enforced, and administered in accordance with the laws of the Commonwealth of Pennsylvania.
5. *Headings and Subheadings.* The headings and subheadings in this Agreement are inserted for the convenience of reference only and are to be ignored in any construction of the provisions thereof.
6. *Gender and Number.* Wherever applicable, the feminine or masculine pronoun as used herein shall also include the masculine and feminine, as the case may be, and the singular or the plural, and vice versa.
7. *Reference to Statutes and Regulations.* Reference in the Agreement to laws, statutes, and regulations shall include all applicable local ordinances, state or federal statutes and all applicable regulations, rulings, procedures, releases, and other procedures, releases and other position statements issued by any governmental agency.
8. *Entire Agreement.* This Agreement represents the entire and exclusive statement of the Agreement of the parties and no modification or amendment of this Agreement shall be valid unless made in writing and signed by both parties. Such modification or amendment shall be attached to and will become a part of this Agreement.
9. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date(s) indicated.

ATTEST:

INSERVCO INSURANCE SERVICES, INC.

By: _____

Name:

Title:

ATTEST:

[SELF-INSURED]

By: _____

Name:

Title: