



**NEW JERSEY TURNPIKE AUTHORITY
REQUEST FOR PROPOSALS
FOR**

**SELF-FUNDED VISION HEALTH BENEFITS PROGRAM
SERVICES**

RM-170705

June 23, 2022

Table of Contents

SECTION I: INTRODUCTION.....	4
SECTION II: ADMINISTRATIVE AND CONTRACTUAL INFORMATION	6
A. PURPOSE	6
B. PRE-PROPOSAL MEETING	6
C. INQUIRIES	6
D. CLOSING DATE	6
E. THE PROPOSALS	7
F. PROPOSER VS. CONSULTANT	7
G. SIGNATURES.....	7
H. INCURRING COSTS	7
I. ADDENDUM TO RFP	7
J. ACCEPTANCE OF PROPOSALS.....	7
K. REJECTION OF PROPOSALS	7
L. FINAL AGREEMENT	7
M. DISSEMINATION OF INFORMATION	8
N. PUBLIC RECORDS	8
O. NEWS RELEASES	8
P. AFFIRMATIVE ACTION	8
Q. SMALL BUSINESS AND DISABLED VETERAN OWNED BUSINESS ENTERPRISES REQUIREMENTS.....	9
R. DIVISION OF REVENUE REGISTRATION	9
S. STATE POLITICAL CONTRIBUTIONS NOTICE: PUBLIC LAW 2005, CHAPTER 51 AND EXECUTIVE ORDER 117.....	10
T. AFFIDAVIT OF MORAL INTEGRITY	10
U. CODE OF ETHICAL STANDARDS	10
V. TOLLS	11
W. PROPOSALS BECOME PROPERTY OF THE AUTHORITY	11
X. RIGHT TO AUDIT CLAUSE.....	11
Y. OWNERSHIP DISCLOSURE FORM.....	12
Z. VENDOR DISCLOSURE FORM N.J.S.A. 52:34-13.2	12
AA. NOTICE TO ALL PROPOSERS OF SET-OFF FOR STATE TAX	12
BB. AFFIDAVIT OF NON-COLLUSION.....	12
CC. DISCLOSURE OF INVESTMENT IN IRAN	12
DD. RUSSIA INTERIM CERTIFICATION.....	12
EE. LIABILITIES TO THE AUTHORITY	13
FF. PAY TO PLAY	13
GG. PROPOSAL SCHEDULE	13
SECTION III: SCOPE OF SERVICES	14
A. ORGANIZATION AND FUNCTION OF THE NEW JERSEY TURNPIKE AUTHORITY	14
B. GENERAL INFORMATION	14
C. GENERAL SCOPE.....	14
D. GENERAL PROPOSAL CONDITIONS.....	15
E. INTENT TO PROPOSE FORM.....	15
SECTION IIIA: VISION	17
A. GENERAL REQUIREMENTS	17
B. CONFIDENTIALITY	17

C. REQUIRED CONTRACT PROVISIONS.....	18
SECTION IV: RFP RESPONSE, SUBMISSION REQUIREMENTS & EVALUATION FACTORS AND CRITERIA	22
A. GENERAL.....	22
B. PROPOSALS.....	22
C. SUBMISSION REQUIREMENTS.....	23
D. EVALUATION CRITERIA.....	24
SECTION V: INSURANCE AND INDEMNIFICATION	25
SECTION VI: CHECKLIST AND EXHIBITS	30
SECTION VII: QUESTIONNAIRE	49
A. GENERAL REQUIREMENTS AND QUESTIONS FOR ALL PROPOSERS	49
B. FINANCIAL SECTION	49
C. QUESTIONNAIRE FOR VISION	50
D. ACCOUNT AND MEMBER SERVICES.....	51
E. NETWORK SERVICES	55
F. NETWORK PROVIDER CREDENTIALS & PROVIDER RELATIONS.....	56
G. PROVIDER AUDITS	57
H. CONTRACT/LIABILITY ISSUES	58
I. QUALITY ASSURANCE.....	58
J. CERTIFICATION LETTER FOR VISION	60
K. Acknowledgment and Statement of Exceptions Form for the Vision Health Benefits Program....	61
L. APPENDICES	62

SECTION I: INTRODUCTION

Pursuant to this Request for Proposals for Self-Funded Vision Health Benefits Program Services (“RFP”), the New Jersey Turnpike Authority (“Authority”) seeks qualified healthcare provider(s) to administer the Vision Health Benefits plans for active Authority employees and eligible retirees, as well as for a small number of active employees and eligible retirees of the South Jersey Transportation Authority (SJTA). The anticipated commencement date of the program will be January 1, 2023 (“Effective Date”). Qualified healthcare providers intending to respond to the RFP shall submit their proposal detailing the services to be provided, consistent with the Scope of Services herein (the “Services”), their experience, personnel and any other relevant information relative to their capability to provide the services requested. Section VII is a questionnaire to be submitted by proposers.

The Successful Proposer (as hereinafter defined) will be awarded a contract (the “Services Agreement”) for a term commencing on January 1, 2023 and terminating on December 31, 2024, 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”). 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. 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 selected for 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 Proposers invited to make an oral presentation, an evaluation committee consisting of representatives of the Authority (“Evaluation Committee”) may enter into negotiations with such Proposers. 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 a Proposal, including price, which could preclude awarding a Services Agreement to a 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 the award of a Services Agreement 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. PRE-PROPOSAL MEETING

A pre-proposal meeting will be conducted on June 7, 2022 commencing at 10:00 A.M. E.T. The meeting will be held in the Board Room of the Authority's Administration Building, One Turnpike Plaza, Woodbridge, New Jersey 07095. Attendees will be provided with an overview of pertinent sections of the RFP as well as the opportunity to ask questions regarding the procurement.

Please notify Angela McNally in the Procurement and Materials Management Department of your intent to attend and the number of representatives planning to attend the pre-proposal meeting. Notify Angela McNally by via telephone 732-750-5300 Ext. 8628, or email mcnally@njta.com.

C. INQUIRIES

ONLY typewritten inquiries concerning the RFP will be accepted. They should be directed to Dale Barnfield, Director, Procurement and Materials Management ("PMM") Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX or e-mail are acceptable. The FAX number is 732-750-5399. The email address is mcnally@njta.com. The inquiry deadline is **4:00 P.M. E.T., June 10, 2022**. 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, LEGAL COUNSEL OR CONSULTANT TO THE AUTHORITY ABOUT THIS RFP WHILE THIS RFP IS OUTSTANDING, EXCEPT AS OTHERWISE SET FORTH HEREIN. ADDITIONALLY, NO PROPOSER SHALL CONTACT ANY AUTHORITY COMMISSIONER OR ANY STATE OFFICIAL DURING THE RFP PROCESS. FAILURE TO COMPLY WITH THIS GUIDELINE MAY RESULT IN PROPOSER'S DISQUALIFICATION.

All Proposers must give notice in writing of their intent to propose using the form in Section III-E (Page 16) of this RFP. **Once the Authority and its representative, The Segal Company, Inc. ("Segal") receive a Proposer's form, Proposer will be sent a link to the applicable data and summary plans descriptions for the lines of coverage upon which Proposer is proposing.**

D. CLOSING DATE

One (1) original and seven (7) copies of Proposals, as well as one (1) electronic format Proposal on flash drive, must be received no later than **4:00 PM E.T., June 23, 2022** addressed to: Dale Barnfield, Director, Procurement and Materials Management Department, as follows:

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

OR

Federal Express or Other Overnight Delivery
New Jersey Turnpike Authority
One Turnpike Plaza
Woodbridge, NJ 07095

Proposals not delivered by the stated time and date, unless such date and time is extended pursuant to a written addendum issued by the Authority, shall not be considered.

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

E. THE PROPOSALS

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

F. PROPOSER VS. CONSULTANT

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

G. SIGNATURES

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

H. INCURRING COSTS

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

I. ADDENDUM TO RFP

If, at any time prior to the Proposal due date, 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.

J. 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 the obligations of its Proposal may result in rescission of any award of a Services Agreement by the Authority.

K. 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.

L. 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*.

M. 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.

N. 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* (the "Act," subject to any lawful redactions.) A Proposer may request the Authority's Director of Law to deem certain sections of its Proposal containing personal, financial, or proprietary information non-disclosable, which determination shall be in accordance with the Act.

O. NEWS RELEASES

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

P. 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, gender identity or expression, or disability.

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 a Services Agreement.

Q. SMALL BUSINESS AND DISABLED VETERAN OWNED 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.).

It is the policy of the Authority that disabled veteran owned businesses (each “disabled veteran owned business” or “DVOB”) as determined and defined by the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services should have the opportunity to participate in Authority contracts (*N.J.A.C. 17:14-1.1*, 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 and DVOBs in the State of New Jersey.

As set forth in *N.J.A.C. 17:13-4.3* and *N.J.A.C. 17:14-4.3*, 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.

R. 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' Business Registration Certificates with the Proposal submission. (Exhibit J).

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

S. 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 Services Agreement for execution by the Successful Proposer. (Appendix 2)

T. AFFIDAVIT OF MORAL INTEGRITY

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

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

1. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by *N.J.S.A. 52:13D-13b.* and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by *N.J.S.A. 52:13D-13i.*, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of *N.J.S.A. 52:13D-13g.*
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
3. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, Contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which

he is employed or associated or in which he has an interest within the meaning of *N.J.S.A.* 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest.

4. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
6. The provisions cited shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate as stated above.

V. TOLLS

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

W. PROPOSALS BECOME PROPERTY OF THE AUTHORITY

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

X. 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 Services Agreement. In no event shall books and records be disposed of or destroyed prior to five (5) years or during any dispute or claim between the Authority and the Successful Proposer with regard to the RFP.

In accordance with the New Jersey Office of the State Comptroller ("OSC") document retention policy *N.J.S.C.* 17:44-2.2, relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Successful Proposer shall maintain all documentation related to products, transactions, or services under the Services 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.

Y. 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 shall be grounds for rejection of a Proposers' Proposal.

Z. VENDOR DISCLOSURE FORM N.J.S.A. 52:34-13.2

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

AA. NOTICE TO ALL PROPOSERS OF SET-OFF FOR STATE TAX

Each Proposer shall submit 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.

BB. AFFIDAVIT OF NON-COLLUSION

Each Proposer shall submit 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.

CC. 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 submit 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.

DD. RUSSIA INTERIM CERTIFICATION

Prior to the time a contract is awarded, pursuant to P.L.2022, c.3, the successful Proposer must certify that neither the successful Proposer, nor one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. If the successful Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities to the Authority. Failure to provide such description will result in the Proposal being rendered as non-responsive, and the Authority will not be permitted to

contract with such person or entity, and if a Proposal is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

If the Proposer certifies that the Proposer is engaged in activities prohibited by P.L. 2022, c. 3, the Proposer shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Proposer does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

The Authority requests that all Proposers submit a copy of the form entitled “Certification of Non-involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L.2022, c.3” with their Proposal. **Proposers must include with their proposal a completed Certification of Non-Involvement in Activities in Russia, attached hereto as Exhibit F-2.**

EE. 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 that are unpaid past their due date at the time the Proposal was submitted, a Proposer’s Proposal will be rejected.

FF.PAY-TO-PLAY. Pursuant to N.J.S.A. 19:44A-20.27, contractors doing business with public entities must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”) if they receive contracts in excess of \$50,000 per year from public entities. Bidders are responsible for determining whether a filing with ELEC is necessary. Additional information on this matter may be obtained from ELEC at 888-313-3532 or at www.elec.state.nj.us. Each Proposer shall submit to the Authority with its Proposal the completed, dated form entitled “Election Law Enforcement Commission Requirement for Disclosure of Political Contributions” as set forth in Exhibit H.

GG. PROPOSAL SCHEDULE

a. RFP Advertisement Date	May 19, 2022
b. Pre-Proposal Meeting	June 7, 2022
c. RFP Vendor Inquiries Due by 4:00 p.m.*	June 10, 2022
d. Response to Inquiries	June 16, 2022
e. Proposal Submissions Due by 4:00 p.m.*	June 23, 2022
f. Oral Presentations (tentative)	July 12/13 2022
g. Best and Final Offers Due (tentative)	July 14/15 2022
h. Commission Approval (tentative)	August 23, 2022

*Prevailing time.

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

The Authority employs approximately 2,000 full-time employees of which 1,824 currently participate in the Authority’s health and welfare benefit programs. The Authority has eight (8) unions that represent approximately 96% of the 2,000 employees. The Authority also offers health benefits coverage to eligible retirees and survivors, 2,300 of whom participate. The Vision Health Benefits program has 1,824 active Authority employees and 868 retirees participating in the program.

Authority employees and some retirees contribute to the cost of their health plans. The Authority currently contracts with EyeMed Vision for third party claims administration and access to managed care networks for the Authority’s self-funded vision plans. The Authority also administers the Vision Health Benefits program for approximately 408 active and retired SJTA members. SJTA operates and maintains the Atlantic City Expressway and the Atlantic City International Airport. While administration of the SJTA’s vision health benefits program will be part of any contract awarded pursuant to this RFP, the SJTA maintains its own benefits structure and separate banking agreements for funding their benefits program.

B. GENERAL INFORMATION

The Authority is soliciting Proposals from qualified healthcare provider(s) to administer the Vision Health Benefits plans for the Authority’s and SJTA’s active employees and eligible retirees (collectively, “Members”). The scope of services to be performed is expressly set forth in this Section III hereof.

The Scope of Services in this Section is intended to outline the services request by the Authority. The questionnaire for the vision plan is contained in Section VII and must be submitted with Proposals.

C. GENERAL SCOPE

The Authority anticipates awarding a contract to the Successful Proposer for services commencing on January 1, 2023 and terminating on December 31, 2024, with an option at the Authority’s sole discretion for up to two (2) one-year extensions. Based on the Proposals received, the Authority will select one Successful Proposer to perform the services. The Successful Proposer will be selected based on the evaluation criteria described in Section IV herein.

The requirements of this RFP, including the Scope of Services, is outlined in Sections III and IIIA hereof, as well as in the plan documents, census file, and questionnaires. Proposers are advised to carefully read and review every component of this RFP.

Detailed descriptions of current plan designs will be provided upon receipt of the Intent to Propose Form. There are currently multiple plan designs offered, many of which are grandfathered plans, closed to new enrollment. Please propose based on administering ALL the in-force plan designs. Claims and enrollment history will also be provided upon receipt of the Intent to Propose Form.

Please refer to the Authority's website, <https://www.njta.com> for current information relating to organizational structure, functions, and financial data.

Specific submission instructions are set forth in Section IV of this RFP.

D. GENERAL PROPOSAL CONDITIONS

Below are the general requirements for submitting Proposals:

1. **Oral Explanations:** The Authority will only respond to written inquiries regarding this RFP, as set forth in Section II, Paragraph C hereof.
2. **Time for Acceptance:** The Proposer(s) agrees to be bound by its Proposal for a period of at least 180 days, during which time the Authority may request clarification of any Proposals for the purpose of evaluation. Proposals received after the Proposal Submission due date and time, set forth in Section II at Paragraph FF hereof, shall not be opened but shall be returned to the Proposer.
3. **Exceptions:** Proposers taking any exceptions to terms, conditions or other requirements of this RFP shall clearly identify the Section(s) of the RFP to which exceptions taken and clearly describe the exceptions using the Acknowledgment and Statement of Exceptions form at Section VII, Paragraph K hereof. Any exceptions deemed to be a material deviation from any requirements of this RFP may subject the Proposal to rejection. If no exceptions are submitted, the Proposer shall be deemed to have agreed to providing the services in strict compliance with the RFP's specifications.
4. **Compliance with Law:** In rendering services pursuant to this RFP, the Successful Proposer shall comply with all relevant federal and State laws and regulations, including, but not limited to the Patient Protection and Affordable Health Care Act (PPACA or ACA) of 2010, as applicable, Health Insurance Portability and Accountability Act (HIPAA) Electronic Data Interchange (EDI), Privacy and Security regulations, as well as the Health Information Technology for Economic and Clinical Health Act (HITECH) on the appropriate dates established by the Department of Health & Human Services.

E. INTENT TO PROPOSE FORM

All Proposers must respond in writing of their intent to propose using the form on the following page. **Once the Authority and its representative ("Segal") receive a Proposer's completed form, Proposer will be sent a link to the applicable data and summary plan descriptions for Vision Health Benefits that are the subject of this RFP.**

Request for Proposals for Self-Funded Vision Health Benefits Program Services

Intent to Propose Form for the New Jersey Turnpike Authority

Please return this acknowledgement form to the attention of those noted below by the indicated date. Your cooperation in returning this form promptly is appreciated **whether or not you are going to respond to the RFP.**

Attention:

Name:	Dale Barnfield
Address:	New Jersey Turnpike Authority, One Turnpike Plaza, Woodbridge, NJ 07095
E-mail:	dbarnfield@njta.com, mcnally@njta.com and copy
Name:	Margaret Lennon
Address:	The Segal Company, Inc., 333 West 34 th Street, New York, NY 10001
E-mail:	mlennon@segalco.com

Request for Proposal

Client Name:	New Jersey Turnpike Authority
---------------------	-------------------------------

This is to advise that we have received the above referenced RFP.

<input type="checkbox"/>	We will be submitting a Proposal in response to this RFP. <input type="checkbox"/> Vision Health Benefits Claims Administration
<input type="checkbox"/>	We will not be submitting a Proposal in response to this RFP.
	Click here to enter text.

Contact Name:			
Title:			
Firm Name:			
Address:			
Telephone:			
Fax:			
E-mail:			
Signature:		Date:	

SECTION IIIA: VISION

A. GENERAL REQUIREMENTS

The Authority seeks Proposals from a qualified healthcare provider that can offer cost effective services with minimal disruption of Member access to a national network for Vision Health Benefits. The Authority is seeking Proposals that duplicate the current Vision Health Benefits plan designs.

Proposers must thoroughly review this Section to determine their ability to meet the specific requirements set forth herein. At the end of Section VII is an *Acknowledgment and Statement of Exceptions Form* to be completed by Proposers. If a Proposer is unable to meet any of the following requirements, Proposer must describe the exceptions taken to any such requirements on that Form. Proposers must return the completed Acknowledgment and Statement of Exceptions Form with their *Proposal*.

In responding to the RFP, please note the following:

1. **References.** In Section VII, Proposers are required to provide a listing of three (3) public sector client references.
2. **Commissions.**
 - a) First Year: **None**
 - b) Second Year and Subsequent Years: **None**
3. **Funding.** The Authority is interested in remaining under an ASO Contract. Proposers must confirm their ability to administer the two existing programs on an “equal to or better than” basis.
4. **Implementation.** The Successful Proposer must be able and fully committed to support the Authority with all aspects of the implementation process. To this end, Proposals must include a detailed implementation timetable and key task checklist relevant to the estimated Effective Date for commencement of the Vision Health Benefits Plan program, which is no later than January 1, 2023.
5. The Successful Proposal shall stay current on legal and regulatory changes affecting all plans and debit cards and conduct internal audits of operations to assure compliance with all relevant law, regulations, policies, and procedures.

B. CONFIDENTIALITY

The Authority requests that the following information/documents provided to Proposers to assist in responding to this RFP be maintained as confidential information to be used by Proposers solely for the purpose of responding to this RFP:

1. member census including sex, date of birth, zip code
2. detailed provider listing with historical claims utilization.
3. historical monthly paid claims and enrollment

The foregoing information/documents may be shared only within your organization for purposes of preparing your Proposal.

The Authority recognizes that some information required to be submitted by Proposers may constitute proprietary, trade secret or confidential financial or other information (collectively, “Confidential Information”). Proposers are advised that, upon completion of the procurement process hereunder, all Proposals received by the Authority are subject to disclosure pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., except that Confidential Information is exempt from disclosure.

If a Proposer intends to assert that a portion of its Proposal contains Confidential Information, Proposer must specifically identify, as described below, the pages and section(s) of its Proposal that contain(s) such information, and all such pages shall be severable or removable from the remainder of the Proposal to assist the Authority in protecting Confidential Information. Proposers shall clearly identify such information by including the following notice in the introductory portion of their Proposal and at the top of each page containing information claimed by Proposer to be Confidential Information:

“The data on pages _____ identified by an asterisk (*) and labeled “Confidential Information,” contain information that is proprietary, trade secret and/or which, if disclosed, would cause injury to Proposer and provide an advantage to its competitors. Proposer requests that such data be used only for the evaluation of its Proposal and understands that disclosure will be limited only to the extent that the identified information is proprietary, trade secret and/or otherwise subject to confidentiality according to law.”

The Authority and its representative, Segal, will maintain the confidentiality of all information appropriately claimed and marked as “Confidential Information.”

C. REQUIRED CONTRACT PROVISIONS

The Successful Proposer shall comply with the following provisions:

1. **Maintenance and Ownership of Records.** Successful Proposer will be required to maintain all pertinent records related to the services to be provided under the Services Agreement for five (5) years. This is in conjunction with prudent business practice. Successful Proposer shall be charged with the safekeeping of plan experience information and, in the event of contract termination, shall be required to cooperate with the Authority, or its representative, in the orderly transfer of this plan experience information to the Authority or its designated successor health plan/carrier. This data is owned by the Authority.
2. **Right to Audit.** The Authority reserves the right to review and audit the health plan’s files and financial accounting data to ensure that claims that are subject to each proposed coverage are evaluated and paid in accordance with the plan’s provisions. The Authority will require a comprehensive data file for use by an external audit firm.
3. **Effective Date and Plan Anniversary.** The proposed Effective Date is no later than January 1, 2023, and each year thereafter is the plan anniversary date. (**Note:** Proposers are required to include a statement in their Proposals that they guarantee to meet the Effective Date if selected as the Successful Proposer.
4. **Renewal Notification.** The health plan must provide any rate changes in writing with full justification at least *180 days* prior to a contract anniversary. The long lead-time is required due to the annual budget pricing, communications, and administration requirements associated with

the Authority's benefits program.

5. **Variance Provision.** No provisions, references, or guidelines relating to reevaluation of proposed rates due to variation in enrollment in the plan shall be included as a condition any Proposal.
6. **Performance Standards Guarantee.** As the Authority's Claims Administrator, the Successful Proposer shall serve the Authority in accordance with the terms of a performance standards guarantee executed by the Successful Proposer. The objective of performance standards is not to impose penalties but to assure quality service with tangible measurements. Performance standards are client-specific and reporting needs to be based on Authority experience only. At a minimum, performance standards to be guaranteed shall include, but are not limited to:
 - a. Objective accuracy benchmarks and associated payments due to the Authority for failure to consistently meet the following measurements:
 - a) Member satisfaction
 - b) Appointments wait time
 - c) Network Access (Percentage open panels/taking new patients)
 - d) Initial implementation and enrollment process
 - e) On-time delivery of periodic and annual reports and delivery of information or notifications to the Authority.
 - b. A subjective service measurement that will be solely determined by the Authority; and
 - c. A level of financial risk to the Proposer.
7. **Staffing.** Successful Proposer shall employ sufficient and appropriately trained dedicated staff, familiar with administering the Successful Proposer's proposed plan of benefits, to meet the service specifications outlined herein and subsequently detailed in a performance standards guarantee agreement that shall be executed by the Successful Proposer.
 - a. Benefit Staff shall include a dedicated Account Management team that is always available during normal business hours. This Account Management team will meet with the Authority once a week to discuss the status of the program. The Account Management team shall be required to make on-site visits at least once a month.
 - b. Benefit Staff shall include a dedicated Claims Account Manager who will handle claim issues as designated by the Authority.
 - c. Benefit Staff shall include a dedicated enrollment representative for processing electronic enrollment reports and to work with Authority staff to address errors.
8. **Enrollment Materials.** Successful Proposer shall be responsible for initial direct mailing of ID cards to all Members, along with a copy of the applicable Summary Plan Document as part of the implementation process. Thereafter, and for the duration of each of the Services Agreement between the Successful Proposer and each of the Authority and SJTA, the Successful Proposer shall maintain responsibility for direct mailing of ID cards and applicable Summary Plan Documents to all newly enrolled Members and to all Members who, pursuant to benefit actions, are moved into a different plan design and/or group/sub-group.
9. **Claims Funding and Reporting:**
 - a. Claims to be funded by monthly wire transfer.
 - b. Successful Proposer shall maintain separate accounts and banking agreements for the Authority and the SJTA, with all reporting broken out accordingly.

- c. Successful Proposer must be willing to replicate the existing account structure.
 - d. Successful Proposer shall include the following requirements into the Service Agreement: Initial imprest fund, and future requests for increases to the imprest fund shall be subject to mutual agreement. However, under no circumstances shall the increase be an amount exceeding the average weekly (seven consecutive calendar days') claims cost.
 - e. Successful Proposer shall support weekly claims invoices with detail claim back-up reports in an editable format separated by Authority/SJTA, the sums of which must reconcile to the totals of the previous/associated wire fund requests. The invoices and supporting detail will begin on the first of the month and end on the last day of the month. **See Appendix 3 for minimum required detail needed to support weekly claims invoices.**
 - f. All wires and reports must be itemized – with subtotals – by account structure. Monthly report can be aggregated or by account structure (account structure preferred).
 - g. Successful Proposer must be able to provide Authority/SJTA access to claim and utilization reports electronically.
 - h. Standard reports must be archived indefinitely or available to be downloaded electronically from the Successful Proposer's site.
10. **Indemnity Run-In.** The incumbent carrier will pay run-out on incurred medical claims prior to the Effective Date. It will be Successful Proposer's responsibility to provide services for claims incurred on or after the Effective Date. Successful Proposer will also be responsible for coordinating historical information to address plan benefit accumulators for services incurred prior to the Effective Date.
 11. **Eligibility Questions.** Successful Proposer shall communicate directly with the Authority staff regarding any uncertain claimant eligibility situations before notifying the claimant directly of an ineligible status.
 12. **Member Inquiries and Requests.** Successful Proposer shall respond to all inquiries and requests made by the Authority's Members with a sense of urgency. Updated directories are to be mailed directly to the Members upon request. Phone calls and all correspondence are to be handled by a reasonable number of service personnel who have been trained in the area of customer service and who are familiar with the Authority's programs.
 13. **Phone Service.** An 800-telephone number is to be available for all Members.
 14. **System Capacity.** Successful Proposer shall maintain sufficient system capacity to meet the service specifications outlined herein and subsequently in the Services Agreement between the Successful Proposer and the Authority.
 15. **On-Line Historical Data.** Successful Proposer shall maintain at least three years of the Authority's claim and eligibility information at all times.
 16. **Client Notification of System Problems.** Successful Proposer shall notify the Authority if its claim system experiences or is scheduled to experience delays or shut down that either: a) exceeds Successful Proposer's internal standards in this area, or b) would have an adverse impact on claim payment or customer service.
 17. **Turnaround Time.** Successful Proposer shall reimburse all clean claims (where all the necessary information is provided to make a benefit or reimbursement determination) to both providers and Members within the lesser of 14 calendar days or 10 business days. This should include all claims submitted for in- house reviews.
 18. **Pended Claims.** Successful Proposer shall make available, upon request, reports regarding the

number and nature of claims pending, if Successful Proposer's organization is processing the claims.

19. **Telephone Quality Assurance (QA).** Successful Proposer shall monitor the activity of the phones with emphasis on the frequency of busy lines and hold times. Successful Proposer shall provide the Authority with periodic management information regarding the phone activity including, if possible, the number or frequency of all connected calls, unsuccessful or busy calls, calls placed on hold, the average duration of hold time, and information indicating the general nature of Member inquiries beyond merely anecdotal accounts.
20. **Internal Audit.** Successful Proposer shall conduct regular and diligent client-specific internal audits to monitor quality. Successful Proposer shall communicate the findings of these audits and similar QA procedures to the Authority at least semi-annually.
21. **External Audit.** Successful Proposer shall cooperate with any outside audit firm the Authority selects to perform a claim administration audit. Such audit may require that the Successful Proposer provide a comprehensive data file to facilitate electronic analyses and space and system terminals for a reasonable period of time to accomplish the audit objectives.
22. **Communication Materials.** All communication materials must be approved by the Authority before the Successful Proposer forwards such communication materials to the Members. The communication materials shall be bilingual (English and Spanish).

SECTION IV: RFP RESPONSE, SUBMISSION REQUIREMENTS & EVALUATION FACTORS AND CRITERIA

A. GENERAL

1. Proposals shall detail the Proposer's experience, personnel, proposed scope and approach, and any other information deemed relevant to demonstrate the Proposer's ability to perform the services.
2. The RFP, any addenda to the RFP, and the Successful Proposer's Proposal shall be part of the Services Agreement to be executed by the Successful Proposer and shall be incorporated therein by reference.

B. PROPOSALS

The Scope of Services (Section III) is intended to outline the Authority's needs for services. Proposers shall provide their responses in accordance with the detailed scope. Proposals must thoroughly define the Proposer's approach to the providing Vision Health Benefits program services.

Required Components of the Proposal:

1. **Executive Summary.** Provide an executive summary of not more than one page identifying and sustaining the basis of Proposer's contention that Proposer is the best qualified firm to provide the requested services to the Authority.
2. **Proposal Contact Information.** Provide the name, title, business address, e-mail address, telephone number and fax number of the individual designated by Proposer as the contact person for purposes of this RFP.
3. **Brief Description of Firm.** Provide a brief description of Proposer's firm, its ownership structure and the state/country of incorporation or formation. Describe the 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. Describe the participation of women and minorities in the firm and indicate the percentage of the firm that is owned by women and minorities.
4. **Services Liaison and Staff Information.** Set forth fully the anticipated assigned liaison contact, professional and sub-professional staff to be used in providing the services. The background and resumes of each individual shall 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.
5. **Conflicts of Interest.** 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 provision 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. **Litigation, Investigations, Audits.** Describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas, or other information requests of or involving Proposer's firm or its owners, principals or employees during the period beginning January 1, 2016 through the date of the Proposal. Describe the nature and status of the matter and the resolution, if any.

7. **Check List Documents.** All the documents listed in the Checklist in Section VI shall be submitted in order for a Proposal to be considered responsive to this RFP. **Financial Information.** Proposers shall provide copies of audited financial statements or federal income tax returns for their firm for the past three years, as well as any other financial documents indicated herein. 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.
8. **Section VII Questionnaire(s).** Submit the relevant completed questionnaire from Section VII herein for Vision Health Benefits program services.
9. Proposers shall confirm that their organization has complied with all state insurance department filing requirements for all plans/products being offered in Proposer's Proposal in each state in which a member may reside.
10. Proposers shall monitor federal and state legislation affecting the delivery of vision healthcare benefits under the plan and to report to the Authority on those issues in a timely fashion prior to the effective date of any mandated plan changes.

C. SUBMISSION REQUIREMENTS

The Proposer's completed Proposal, including all the Checklist, Questionnaire and forms, must be submitted as detailed below. All information requested in Section II B. Financial Section shall be submitted to Segal electronically via secure file transfer. This includes all tables in the completed external data file.

Proposers are required to submit to the Authority one (1) original and seven (7) hardcopies of their completed Proposals, together with one (1) electronic version of their Proposals on a flash drive. In addition, one hard copy and one electronic version (in Microsoft Word, not PDF) shall be sent directly to The Segal Company, Inc. Proposals, as described above, shall be addressed and submitted to the following, as applicable:

Mr. Dale Barnfield
Director, PMM
New Jersey Turnpike Authority
P.O. Box 5042
One Turnpike Plaza
Woodbridge, NJ 07095-5042
dbarnfield@njta.com

Ms. Margaret Lennon
The Segal Company, Inc.
333 West 34th Street
New York, NY 10001
mlennon@segalco.com

D. EVALUATION CRITERIA

a. Technical Criteria:

240 Points

All Proposals will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Successful Proposer will be based on conformance to all of the RFP's requirements and demonstration of competency and responsibility as presented in the Proposal. Proposers will be awarded a maximum of 240 points upon the following technical criteria:

1) Response to RFP: Minimum requirements

40 points

Responses will be evaluated based on Proposer's demonstrated understanding and capability to deliver the full Scope of Services as described in Section III of the RFP and as completed in Section VII.

2) Response to RFP: Proposer capabilities

40 points

Responses will be evaluated based on overall Proposer qualifications and experience, references, implementation schedule and resources.

3) Scope and integrity of preferred provider network

60 points

Responses will be carefully evaluated to determine how well each Proposer's preferred provider network matches the geographical distribution of the Authorities' operations and enrolled population.

4) Account service/account management capabilities

60 points

Responses will be carefully evaluated with respect to the Proposer's demonstrated commitment to overall account service, at the account level and at the subscriber level. Performance guarantees will be evaluated as part of this component as well.

5) Plan design adherence

40 points

Responses will be carefully evaluated with respect to the Proposer's ability to duplicate existing plan designs as well as ability to administer potential plan design changes in the future.

b. Cost Proposal

160 Points

All Proposals will be carefully evaluated based on overall program cost, all elements of which are contained in the worksheets within Section III and Section VII, including, administration fees, network breadth, network disruption, provider reimbursement, and plan design deviations. Proposer is expected to provide the requested information by completing all requested tables in the external data file. In addition, this file may also contain reference information (rate history, enrollment data, etc.) that will assist Proposer in putting together its quote. Note that network breadth and disruption or deviations are cost evaluation components only to the extent that these factors impact costs as determined by analysis of specific utilization data of the client requested in the external data file.

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 **\$2,000,000 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. 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. 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 **\$2,000,000 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. 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. 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 **\$1,000,000 Bodily Injury by Disease Each Employee, \$1,000,000 Bodily Injury by Accident- Each Accident, \$1,000,000 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. The required policy limit for this employers’ liability 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.

Physicians Professional Liability Insurance

4. Where applicable, Consultant shall maintain physicians’ professional liability insurance with a coverage limit of not less than **\$2,000,000 each occurrence**. This insurance shall cover liability arising from any act, error or omission in professional services rendered or that should have been rendered by the medical professional or by any person for whose acts or omissions the medical professional is responsible. This insurance shall include coverage for bodily injury, personal injury and mental anguish or mental 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 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.

Professional Liability Insurance

5. Consultant shall maintain **Professional Liability Insurance** covering its errors and omissions and liability assumed under Contract with a coverage limit of not less than **\$2,000,000 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.

Cyber Liability Insurance

6. Consultant shall maintain Privacy and Network Security insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible; and (2) computer viruses, Trojan horses, worms and any other type of malicious or damaging code; and (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data; and (4) denial of service for which the Consultant is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system; and (5) loss of service for which the Consultant is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities; and (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than \$5,000,000 per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.
7. 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.
8. All insurance policies shall specify that the territorial limits shall be on a worldwide basis or as otherwise agreed with the Authority. All insurance policies shall provide that not less than 30 days advance written notice of cancellation or material change of any insurance referred to therein shall be given by registered mail to the Law Department, New Jersey Turnpike Authority at P.O. Box 5042, One Turnpike Plaza, Woodbridge, New Jersey 07095. All insurance companies providing coverage shall be authorized to do business in the State of New Jersey and maintain an A.M. Best rating of A-VII or better.

- 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 this Contract and thereafter upon the Authority's request, Consultant shall furnish the Authority with a certificate(s) of insurance satisfactory to the Authority and, if requested by the Authority, applicable endorsements and/or a certified duplicate copy of the insurance policy(s) required, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements and shall be accompanied by copies of the endorsements:
- a. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insureds." This statement is not required for the Consultant's workers' compensation and employers' liability insurance.
 - b. Thirty (30) days' notice of cancellation or material change in coverage shall be given by registered mail to the New Jersey Turnpike Authority as specified above.
 - c. All policies shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
 - d. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers"
 - e. All certificate(s) shall be mailed to: Director of Procurement and Materials Management, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.
- 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 the Consultant fails or refuses to maintain or renew any insurance policy required to be maintained herein, or if such policy is cancelled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under this RFP. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Consultant or subcontractor. During any period when the required insurance is not in effect, the Authority may suspend performance of the Agreement. If the Agreement is so suspended, no additional compensation or extension of time shall be due on account of such suspension. 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 OFF AS READ, SIGNED & SUBMITTED

	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.	VENDOR FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129	
F-1	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
F-2.	RUSSIA INTERIM CERTIFICATION	
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 (Recommended with submission, required from Successful Proposer prior to contract award.)	
K.	SMALL BUSINESS ENTERPRISE/DISABLED VETERAN OWNED 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.)	

(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 bid.

(OR)

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

YES _____ NO _____

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

Certificate of Approval Number _____

(OR)

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

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

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

Signed _____ Date Signed _____

Print Name and Title _____

Proposers Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT C
AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

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

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

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

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

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

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

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

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

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

Sworn and Subscribed to Before Me This

____ Day of _____ 20__

Signature

Notary Public

Title

(Corporate Seal)

EXHIBIT D OWNERSHIP DISCLOSURE FORM

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company . | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

- | | YES | NO |
|--|-----|----|
| 4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | | |

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

EXHIBIT E

VENDOR DISCLOSURE FORM

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

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

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

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

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

The Proposer _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

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

Proposer: _____ Title: _____

EXHIBIT F-1

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

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

Name _____ Relationship to Contractor/Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY BIDDER

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

FULL NAME (print): _____ SIGNATURE _____

TITLE: _____ DATE: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

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

List Date: January 10, 2022

AK Makina Ltd.	Kingdream PLC
Amona	Naftiran Intertrade Company (NICO)
Bank Markazi Iran (Central Bank of Iran)	National Iranian Tanker Company (NITC)
Bank Mellat	Oil and Natural Gas Corporation (ONGC)
Bank Melli Iran	Oil India Limited
Bank Saderat PLC	Persia International Bank
Bank Sepah	Petroleos de Venezuela (PDVSA Petróleo, SA)
Bank Tejarat	PetroChina Company, Ltd.
China International United Petroleum & Chemicals Co., Ltd. (Unipet)	Sameh Afzar Tajak Co. (SATCO)
China National Offshore Oil Corporation (CNOOC)	Shandong Fin Cnc Machine Company, Ltd.
China National Petroleum Corporation (CNPC)	Sinohydro Co., Ltd.
China National United Oil Corporation (ChinaOil)	SK Energy Co. Ltd.
China Oilfield Services Limited	SKS Ventures
China Petroleum & Chemical Corporation (Sinopec)	Som Petrol AS
China Precision Machinery Import-Export Corp. (CPMIEC)	Zhuhai Zhenrong Company
Indian Oil Corporation	

EXHIBIT F-2

NEW JERSEY TURNPIKE AUTHORITY
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, c.3



CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that ☐ the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

☐ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share;
(2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or
(4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

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 on 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-20.27**

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 or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the Authority as to whether the Authority should decline to award the Services Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

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

EXHIBIT J

NJ DIVISION OF REVENUE BUSINESS REGISTRATION

[Attach]

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

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

EXHIBIT K

SMALL BUSINESS ENTERPRISE / DISABLED VETERAN OWNED ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

SMALL / DISABLED VETERAN OWNED/ MINORITY / WOMAN BUSINESS ENTERPRISE FORM

If Proposer is registered with the State of New Jersey as a Small Business Enterprise (SBE) / Disabled Veteran Owned Enterprise (DVOB), 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 _____

Disabled Veteran Owned 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]

SECTION VII: QUESTIONNAIRE

A. GENERAL REQUIREMENTS AND QUESTIONS FOR ALL PROPOSERS

In order for your Proposal to be considered and accepted, your organization must provide answers to the questions presented in this section. Each question must be answered specifically and in detail. Reference should not be made to a prior response, or to your Contract, unless the question involved specifically provides such an option. Be sure to refer to the earlier sections of this request for Proposals (RFP) before responding to any of the questions, so that you have a complete understanding of all of this client's requirements with respect to the Proposal.

If your Proposal is different in any way (whether more or less favorable) from that indicated in this request for Proposals, clearly indicate where. If you do not, the submission of your Proposal will be deemed a certification that you will comply in every respect (including, but not limited to, coverage provided, funding method requested, benefit exclusions and limitations, underwriting provisions, etc.) with the requirements set forth in this RFP.

If you are unable to perform any required service indicate clearly: a) what you are currently unable to do, b) what steps will be taken (if any) to meet the requirement, c) the timetable for that process, and d) who will be responsible for the implementation.

B. FINANCIAL SECTION

1. Administrative Fees

- a. Please provide rates under a fee-for-service arrangement on the following chart.

Fees	Year 1	Year 2	Year 3
1) PEPM			

- b. Specify whether the Plan Sponsor would be assessed any additional fees, including administrative and provider access fees, which are not included in those listed in the table. If the fee for service charges is all-inclusive, (*i.e.*, includes administrative and provider access costs) please clearly indicate this.
- c. Does your proposed fee include processing of runout claims at termination? If no, please provide the corresponding fee, as well as length of runout support.
- d. The benefit designs and census information will be provided upon receipt of the Intent to Propose Form. Copayments will vary by option selected. In the external data file, complete the **Average Cost Per Service** table assuming what the network price should be based on the average contractual network price for the item before co-pays, coinsurance, or deductibles.
- e. Frame Offering by Price Point and Collection: Please provide the number of frames offered, by price point, under your organization's proposed collection(s). Please indicate the collection (if more than one, please provide a separate column for each collection).

Collection Frame Price Point	Current Collection Frame Count
≤ \$100	
\$100 - \$110	
\$110 - \$120	
\$120 - \$130	
\$130 - \$140	
\$140 - \$150	

\$150 - \$170	
\$170 - \$200	
\$200 - \$300	
\$300 - \$400	
> \$400	

f. Complete the geographic matching specifications using the enclosed census information.

Provider	Total number of providers	Percentage of 1 provider within 10 miles	Percentage of 2 providers within 15 miles
1) Optometrists			
2) Ophthalmologist			
3) Optician			
4) Retail Location			
5) Other			

- g. Please provide a listing of all major retail chains, by geography of the plan, currently participating in your proposed network. If there are multiple network options, please provide specifics on each.
- h. In the external data file, complete the **Repricing** tab of the external data file by providing the actual network status of each provider line as well as the negotiated amount for each provider and service combination. If you are proposing more than one network option, please add columns to indicate provider status under each network option.

C. QUESTIONNAIRE FOR VISION

1. Complete the following:

- a. Parent Company, if any _____
- b. Year Operations Began _____
- c. Number of Group Plans _____
- d. Terminated in the past 24 months _____
- e. Annual Statistics

	Volume of Services
1) 2018	_____
2) 2019	_____
3) 2020	_____
4) 2021	_____

2. Provide the name, address, and telephone numbers of at least three current clients that are similar with respect to coverage, group size, industry, and/or location. Please include Public Sector clients.

3. Are there any outstanding legal actions pending against your organization? If so, please explain the nature and current status of the action(s). What fidelity and surety insurance or bond coverage do you carry to protect your clients? Specifically, describe the type and amount of the fidelity bond

insuring your employees, which would protect this plan in the event of a loss.

4. List other group benefit services your organization provides, other than what is being proposed.
5. As the Contract will be issued in the state of New Jersey, the Contract must be in full accord with the laws of that jurisdiction. Please confirm that your Proposal and plan design offered complies with all federal and state laws and regulations that pertain to employee benefit programs, relevant state insurance regulations and other related laws.
6. If the plan design requested does not comply with any state or federal laws, please indicate which provisions in the Proposal specifications are in conflict with specific laws, and propose alternatives.
7. Confirm all systems and processes of the organization are HIPAA compliant.
8. Please indicate if the HIPAA regulations have been addressed in client contracts. If so, please provide sample Contract language. Please indicate whether your organization has identified any gaps in the data content requirements of HIPAA. If so, how will they be addressed? Please specify how your organization will integrate any additional data requirement into your claims adjudication system and your claims information management system.
9. Please indicate how many privacy or data breaches you have had in the past 5 years, impact of the breach, and how your organization has managed the incident(s).
10. Please indicate whether your organization has been subject to non-compliance resolution agreements and/or corrective actions with Health and Human Services
11. Will you provide an implementation allowance? If so, please quantify.
12. Will you provide a pre- and post-implementation audit allowance? If so, please quantify.

D. ACCOUNT AND MEMBER SERVICES

1. Which sales office would handle the general servicing of this account?
2. What are the standard office hours for the sales and service office?
3. Indicate how the following resources will be designated by providing the estimated percentage of time that will be allocated to the Authority. The contract with the Authority will specify the vendor is responsible for maintaining the level of designated client team members indicated in the chart below.

	Response (Designated Percent)
a. Strategic Account Manager, responsible for implementation	
b. Client Services Manager	
c. Financial Services	
d. Other: IT/Information Security, Compliance, etc. (please specify)	

4. Please provide the following information regarding the proposed account team:

	Name of Team Member	Location	Years of Carrier Experience	Number of Assigned Accounts
a. Strategic Account Manager,				

	Name of Team Member	Location	Years of Carrier Experience	Number of Assigned Accounts
responsible for implementation				
b. Client Services Manager				
c. Financial services				
d. Other: Compliance, IT/Information Security, etc. (please specify)				

5. How will service fees be billed and collected?
6. Provide a sample of communications material available to Plan Sponsors and members with regard to network enrollment, network utilization, ID cards, etc.
7. Please submit a sample of all forms that would be used in the administration of this plan (e.g. claim form, completed EOB, ID cards) that are included in your standard fees. Are there any options that you offer with respect to forms that the Plan Sponsor may use for an additional cost (e.g., name imprints, special SPDs)? If so, please describe and indicate the cost. Please enclose samples.
8. How are member grievances resolved? Will there be a toll-free number to call? If so, what hours will the line be staffed? Please include a process document for the grievance process.
9. Does your organization offer simultaneous language interpretation via AT&T or another communications vendor? This service would allow the Plan's members to receive responses to questions about their benefits in the language in which they are most comfortable.
10. Does your organization have any web-based communications and provider or beneficiary interactivity capabilities?
11. Indicate functions of your web-based product available to enrolled members.

	Response
a. Check claim status	<input type="checkbox"/> Available <input type="checkbox"/> Not Available
b. Find network provider	<input type="checkbox"/> Available <input type="checkbox"/> Not Available
c. View plan design information	<input type="checkbox"/> Available <input type="checkbox"/> Not Available
d. Get estimated cost for a procedure/service	<input type="checkbox"/> Available <input type="checkbox"/> Not Available
e. Get information about provider quality and/or outcomes	<input type="checkbox"/> Available <input type="checkbox"/> Not Available
f. Read provider reviews from other members	<input type="checkbox"/> Available

	<input type="checkbox"/> Not Available
g. Contact customer service	<input type="checkbox"/> Available <input type="checkbox"/> Not Available
h. View and print an EOB	<input type="checkbox"/> Available <input type="checkbox"/> Not Available
i. Plan design modeling/cost comparison	<input type="checkbox"/> Available <input type="checkbox"/> Not Available

12. Please confirm that all web-based services are included in the fees that you have provided. No additional fees would apply.

- ☐ Not Confirmed
☐ Confirmed

13. Does your web-based product comply with all current and known future security and HIPAA requirements for both aggregate and individual transactions?

- ☐ No
☐ Yes

14. Briefly describe your member website capabilities including whether your member website includes the following:

	Response
a. Accurate provider directory and provider search	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
b. Directions to provider's office provided by Map Quest or other mapping/direction applications	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
c. Ability to make an appointment online	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
d. Ability to review claims payment status online	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
e. Ability to review a history of claims payments for in-network and out-of-network services	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
f. Ability to review or print out a summary of claims payments	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
g. Ability to see a summary of the applicable group's plan design	<input type="checkbox"/> Included <input type="checkbox"/> Not Included

h. Ability to produce ID cards	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
i. Ability to contact member services online	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
j. Ability to review the Plan's appeals process and file an appeal online	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
k. Pricing data by service by provider	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
l. Information about vision health and conditions	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
m. Service cost estimator	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
n. Contact information for the Fund, its other vendors, and links to their websites	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
o. List of covered dependents	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
p. On-line access to forms	<input type="checkbox"/> Included <input type="checkbox"/> Not Included
q. Other	

15. Confirm that you will include the Fund's logo throughout your portal and that online tools can be customized, as requested by the Fund
- ☐ Not Confirmed
☐ Confirmed
16. Do you utilize applications for mobile devices for messaging, provider lookup, general health information or other services? Please describe.
17. Confirm that you can issue ID cards and/or benefit brochures to all covered members, at your expense, as required by the Fund from time to time.
- ☐ Not Confirmed
☐ Confirmed
18. If your organization has experienced a security breach, describe the breach and how your organization achieved resolution.
19. Describe your organization's member satisfaction surveys and provide the most recent results for your book of business.
20. Are your customer service representatives, laboratories, and other service centers located in the continental US? If not, explain.
21. Are the communication materials available electronically?

22. What percentage of your contracted providers currently has electronic interface capabilities, i.e., the ability to exchange eligibility, fee, and treatment data electronically with the vendor? What are your plans to require this capability from all contracted providers in the future?
23. What management reports will be made available to the Plan Sponsor? Indicate the frequency and cost for any reports. What standard reports are included in the fee quoted?
24. Can ad-hoc reports be requested? Will there be additional costs for any ad-hoc report requests?
25. Outline your abilities to provide on-line access to data and reports by computerized means. Are there any additional charges for this access?
26. Will you provide the Plan Sponsor with access to your database for statistical analysis and benchmarking?
27. Do you have the ability to provide data electronically into an electronic medical record system?
28. What system checks are in place to prevent fraud? What recovery procedures can you offer a Plan Sponsor for recovering benefits paid to terminated employees?
29. For the customer service center proposed for the Fund provide the following for 2021:
 - a. Percent of calls abandoned
 - b. Percent of calls handled by live representative
 - c. Number of seconds to reach a live customer service representative

E. NETWORK SERVICES

1. Please describe your vision care network. In your response, please describe the type of vision care network (i.e., chain opticians only, independent opticians only, mixed chain opticians/independents, other (specify)). Provide number and percentages by type.
2. What percentage of your providers are private provider offices versus chain stores?
3. Identify the retailers that are in-network with your organization.
4. Identify the online retailers that are in-network with your organization.
5. Identify if contacts only, or frames or complete eyewear may be purchased from these online in-network retailers.
6. What percentage of your materials transactions are made via your online in-network retailers?
7. Is your network affiliated with a hearing aid network?
8. List the services included with an eye exam. Check which services are covered in an exam:

Exam Includes	Check if Yes
a. Case History	
b. Recording corrected and uncorrected visual acuity	
c. Internal exam	
d. External exam	
e. Pupillary Reflexes	
f. Binocular vision	
g. Objective refraction	
h. Subjective refraction	
i. Test for Glaucoma	
j. Slit Lamp Exam (Biomicroscopy)	

k. Dilation (as indicated and permitted)	
l. Color Vision	
m. Depth Perception	
n. Contact lens fitting	
o. Other	

9. What services are covered with respect to the dispensing of frames and lenses? Are frames ordered or fitted on site? Are checks made for accuracy and fit? Are any follow-up adjustments covered? If, so for how long a period after frames are dispensed?
10. How long are the frames and lenses guaranteed? What is your replacement policy for frames and lenses?
11. Indicate if frames and lenses are provided on-site. If frames and lenses are ordered, what is the average waiting period between placement of order and delivery of frames? Do members have the option to either pick up finished orders or have orders delivered to their residence?
12. Please confirm your ability to administer "Safety Glasses", as outlined for Local 196 for the Authority and explain the process.
13. What services are covered with respect to the dispensing of contact lenses? Are lenses ordered or fitted on site? What test and checks are made at time of fitting? Are any follow up tests covered? If so, for how long a period after the frames are dispensed?
14. Are instructions provided regarding adequate care, handling, insertion, and wearing time of contact lenses? Who is authorized to provide instructions?
15. How long are the contact lenses guaranteed? What is your replacement policy for contact lenses?
16. Indicate if contact lenses are provided on-site. If lenses are ordered, what is the average waiting period between placement of order and delivery of lenses? Do members have the option to either pick up finished orders or have orders delivered to their residence?
17. Provide the types of frames, lenses, and contact lenses you will make available to members. Include type of tints, frame materials, custom grinding, scratch resistance lenses, oversized lenses, and any custom finishes or material used.
18. Are the labs that manufacture the materials owned by your organization? If not, list the labs and manufacturers that will be providing materials.
19. What other benefits are you providing that are included in your quoted fees?
20. List the limitations and exclusions that would be part of your standard Contract. Are there any pre-existing condition exclusions?
21. Please provide a sample of your standard provider contracts and service agreement you will offer the Plan Sponsor.

F. NETWORK PROVIDER CREDENTIALS & PROVIDER RELATIONS

1. Complete the following table for network optometrists. Check off those elements included in the optometrist selection process and provide the percentage of optometrists who satisfy the following selection criteria elements.

Criteria	Standard Selection Criterion (check if yes)	Percentage of Providers that Satisfy Criterion	Comments
a. Require unrestricted licensure	<input type="checkbox"/>		
b. Review malpractice coverage and history	<input type="checkbox"/>		

c. Require full disclosure of current litigation & other disciplinary activity	<input type="checkbox"/>		
d. Require signed application/agreement	<input type="checkbox"/>		
e. Require current DEA registration	<input type="checkbox"/>		
f. Review adherence to community practice standards	<input type="checkbox"/>		
g. On-site review of office location and appearance	<input type="checkbox"/>		
h. Review hours of operation and capacity	<input type="checkbox"/>		
i. Review practice patterns & utilization results	<input type="checkbox"/>		

- Describe the general credentialing process and minimum criteria for an optometrist to be selected as a network provider. Include the minimum required malpractice coverage per individual practitioner, per occurrence. If the process differs by type of provider, please indicate and describe separately.
- Describe the re-credentialing process, including timing and percentage of optometrists who are re-credentialed each year. Provide the number of years that an optometrist's Contract has been in effect.
- Based on the Plan's census information (census information will be provided upon receipt of the Intent to Propose Form). Provide the number of participating optometrists who were terminated in the past 36 months:

	# of Optometrists	% of Optometrists	Reason for Termination
a. By your organization			
b. By Provider			

G. PROVIDER AUDITS

- Describe the procedures in place to audit the quality of care being rendered by network providers. Is the right to audit included in your standard provider contracts?
- Please provide latest statistics regarding on-site clinical quality audits of your contracted providers. You may add rows to answer by provider type as needed, e.g. optometrist, ophthalmologist, retail location, etc.

Provider Audits	On-Site	Electronic/Paper
Percent of Providers Audited Annually		
Percent of Random Audits Performed		

- Please describe fraud and abuse policies and procedures including how you identify and investigate abusive practice patterns.
- What items do you audit electronically? (Check all that apply)
 - Claims payment accuracy
 - Claims coding accuracy
 - Provider credentials
 - Abusive provider practice patterns
 - Provider sanctions

f. None of the above or unknown

g. Other

5. As a result of onsite electronic audits, what percentage of providers were terminated or removed from the network in the last 12 months? You may add rows to answer by provider type as needed, e.g. optometrist, ophthalmologist, retail location, etc.

Percent terminated as a result of audit		
	On-Site	Electronic/Paper
Network Providers		

6. Please describe if and how provider audits factor into your organization's provider re-credentialing process.

H. CONTRACT/LIABILITY ISSUES

1. Describe the type of contractual relationship to be proposed between your organization and the Plan Sponsor. Provide a sample of your Contract.
2. Does your provider Contract have "hold harmless" language that protects the Plan Sponsor from any acts arising out of the Contract, such as omissions, fraud, misconduct or negligence of your officers, staff clinicians, technicians, and other employees?
3. Service Provider confirms that the Plan will not be responsible for delinquent or unpaid member copays or cost shares. If there is a maximum copayment debit amount in connection with this exclusion of Plan liability, please state the amount.
4. Will you agree to notify the Contract holder immediately if you lose any accreditation, licensure, liability and malpractice insurance coverage, security or bonding?
5. Please indicate current liability and malpractice insurance policies, specify coverage and limits.
6. Confirm you provide 60-day advance notice of significant changes in policies, practices, affiliations, or staffing?
7. Are any exclusions or limitations required in conjunction with your organization's services? If so, please explain and include sample wording?
8. How do you ensure and maintain the confidentiality of patient records and medical information? Does your Contract include language protecting the confidentiality of patient information?
9. Please confirm the contract will be effective for three years with two option years and specify the termination provision you propose to include in your contract. Be specific with regard to dates, advanced notice, and responsibilities placed on the Plan.
10. Confirm agreement that standard termination for convenience language will be included in the contract, allowing the Plan the right to terminate the contract without financial penalty with sixty (60) days written notice to Service Provider

I. QUALITY ASSURANCE

1. Do you currently perform membership satisfaction surveys? If so, provide a copy of the latest results of the survey. Does an outside organization perform the survey? The survey should provide the percent of members who indicated that they were "satisfied with the health plan."
2. Describe what aspects of care are being monitored and evaluated on an ongoing basis. Include any established treatment benchmarks and any review of adverse outcomes for specific conditions. Summarize any practice guidelines implemented by network providers that are

employed as a network standard for delivery of care. If available, provide statistical results supporting the effective application of these guidelines.

3. Summarize the quality assessment studies your organization completed in the past three years. Describe the most important actions your plan has taken in the past year, based on these studies, to improve performance.
4. Describe the procedures in place to audit the quality of care being rendered by network providers. Is the right to audit included in your standard provider contracts?

J. PERFORMANCE GUARANTEES

1. Do you agree to include the following operational performance guarantees in your contract? Provide the proposed guaranteed metric and indicate the amount at risk for each guarantee. Note The Authority will work with finalists to refine the guarantees that are deemed necessary to meet their specific needs.

Performance Category	Guarantee Metric	Amount at Risk
Implementation		
Claim Timeliness		
Financial Accuracy		
Claims Accuracy		
Average Speed to Answer		
Call Abandonment Rate		
First Call Resolution		
Account Management Satisfaction		
Management Reporting		
Member Satisfaction Survey		
Network Access		
Laboratory Turnaround		
Subjective Service Measure		

K. CERTIFICATION LETTER FOR VISION

As an officer of the following corporation, I certify that all of the information included in this Proposal is true and accurate.

Signature _____

Name _____

Title _____

Date _____

L. Acknowledgment and Statement of Exceptions Form for the Vision Health Benefits Program

Re: New Jersey Turnpike Authority

We have reviewed the Proposal specifications contained in this RFP and are in agreement with those requirements except as stated or referenced below (or on the attached sheet(s)):

Company Name

Signature

Date

Title

M. APPENDICES

- 1. Draft Services Agreement**
- 2. State Contractor Political Contribution Compliance Public Law 2005, Chapter 51 and Executive Order 117**
- 3. Detail Required for Weekly Claims Invoices - Vision**

APPENDIX 1:

DRAFT SERVICES AGREEMENT

AGREEMENT FOR VISION HEALTH BENEFITS ADMINISTRATION

NOTE: DRAFT AGREEMENT IS A STANDARD AGREEMENT USED BY THE AUTHORITY. AGREEMENTS WILL BE CUSTOMIZED BASED UPON THE SPECIFIC LEVEL OF COVERAGE AND COMPENSATION AS NECESSARY.

THIS SERVICES AGREEMENT (the “Agreement”) is dated and effective January 1, 2023 by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at One Turnpike Plaza, Woodbridge, New Jersey 07095 (the “Authority”); and _____, a _____ of the State of _____, having its principal offices at _____ (the “Consultant”).

WITNESSETH:

WHEREAS, the Authority requires the services of a professional firm with adequate staff and experience to provide vision health benefits administration; in accordance with a Request for Proposal, dated as of _____ (collectively, with all addenda, the “RFP”, attached hereto as Exhibit A); and

WHEREAS, the Consultant is a professional company which is proficient in vision health benefits administration 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 or his/her designee acting on his/her behalf as employees of the Authority with regard to this Agreement.

"Services" shall refer to vision health benefits administration 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 as attached to Exhibit C attached here to and made part of. 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 the Agreement.

(b) 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.

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

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 _____ year(s) from the Effective Date of this Agreement. This Agreement also provides the Authority with the option for two (2) 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.** Notwithstanding any other provision in the Agreement, the Agreement may be terminated or suspended by the parties pursuant to the following terms and conditions;

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

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

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

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

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

8. **RIGHTS UPON TERMINATION.** In the event of a termination, pursuant to Section 7 hereof, 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 affect 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:

1. It does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familial status and affectional or sexual orientation;
2. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
3. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
4. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
5. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

15. DIVISION OF REVENUE REGISTRATION. [Pursuant to the terms of *N.J.S.A.*

52:32-44, the Consultant is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Consultant first provides proof of valid business registration. The Consultant is required to receive from any sub-consultant it uses for goods and services under 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:

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

With a copy to:

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

19. PERSONAL LIABILITY. In carrying out the provisions of 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.

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

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

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

[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

Kim Schurman
Secretary to the
Authority

[Corporate Seal]

Approved by the Law Department

By:_____
John M. Keller
Executive Director

ATTEST:

NAME OF CONSULTANT

[Name]
[Title]
[Corporate Seal]

By:_____
[Name]
[Title]

Services Agreement

Exhibit A

[RFP]

Services Agreement

Exhibit B

[Proposal]

Services Agreement

Exhibit C

[Compensation]

APPENDIX 2:

STATE CONTRACTOR POLITICAL CONTRIBUTIONS COMPLIANCE PUBLIC LAW 2005, CHAPTER 51 AND EXECUTIVE ORDER 117

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

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

DEFINITIONS

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

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

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

PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT

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

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

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of *N.J.S.A. 19:44A-3(n)* and *N.J.A.C. 19:25-1.7*. Failure to submit the required forms will preclude award of the Contract at issue, as well as future Contract opportunities.

Upon approval by the State Treasurer, the Authority will prepare the Services Agreement for execution. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a

conflict of interest in the awarding of the Contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such Contract.

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

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

APPENDIX 3: DETAIL REQUIRED FOR WEEKLY/MONTHLY CLAIM INVOICES – VISION

WEEKLY CLAIMS INVOICE DETAIL

The Weekly Claims Invoice needs to include the following detail:

- "Invoice Number"
- Group Number
- Sub Group Number
- Member Last Name
- Member First Name
- Member ID (Social Security Number)
- Patient Last Name
- Patient First Name
- Relationship to Member
- Date Of Service
- Provider #
- Associate ID
- Procedure Code
- Provider Amount
- Lab Procedure Code
- Lab Amount
- Admin Amount
- Line Total
- Lens Options
- Member DOB
- Member Status
- Member ID (Davis Issued)
- Plan Design
- DOB
- Gender
- Relationship
- Date Of Service
- NPI #
- Provider Last Name
- Provider First Name
- Provider DBA Name
- Provider Address
- Provider City
- Provider State
- Provider Zip Code
- Provider Telephone #
- Claim Processed Date
- Check Number
- Pay Date
- Procedure Code
- Provider Amount
- Lab Procedure Code
- Lab Amount

- Admin Amount
- Line Total
- Dilation "Diagnosis Code
- Lens Options
- Allowable Amount
- Patient Copay
- Exam Copay
- Material Copay
- Patient Non Plan Expense
- Material Retail Charges