

**TOWNSHIP OF NORTH BERGEN
County of Hudson
State of New Jersey**

REQUEST FOR PROPOSALS (RFP)

FAIR & OPEN PUBLIC SOLICITATION PROCESS

PROFESSIONAL SERVICE:

THIRD PARTY CLAIMS ADMINISTRATOR

**Submission Date:
JANUARY 21, 2015
10:00 A.M. prevailing time**

**TOWNSHIP OF NORTH BERGEN
HUDSON COUNTY, NEW JERSEY**

**PUBLIC NOTICE FOR THE SOLICIATION OF REQUEST FOR PROPOSALS FOR
PROFESSIONAL SERVICE CONTRACTS**

FEBRUARY 1, 2015 – JANUARY 31, 2016

NOTICE IS HEREBY GIVEN that sealed request for proposal submissions will be received by the Township of North Bergen Purchasing Agent for the services set forth below in accordance with the “fair and open process” pursuant to N.J.S.A. 19:44A-20.5, et seq.:

<u>RFP#</u>	<u>PROFESSIONAL SERVICE</u>
➤ RFP2015-13	Third Party Claims Administrator

Submission package may be examined or obtained at the Township Purchasing Office, Township of North Bergen, 4233 Kennedy Boulevard, Room 211, North Bergen, NJ, 07047 (phone 201-392-2040), Monday through Friday during business hours, 9:00 a.m. to 4:00 p.m. or downloadable on the Township’s website www.northbergen.org/notices.

Request for proposals (“RFP”) responses shall be submitted to Suzanne Taylor, Purchasing Agent, Township of North Bergen, 4233 Kennedy Boulevard, North Bergen, NJ, 07047, on or before January 21, 2015, at 10:00 am prevailing time, at which time said responses will be publicly opened and read in the Municipal Chambers.

Responses must be enclosed in a sealed envelope. The service provider must indicate the following on the outside of the envelope: (1) the name and address of the service provider; (2) the RFP# and Title of the Professional Service for which the response is submitted; and (3) “**Sealed RFP Response**”. Responses may be delivered by hand, overnight courier or mail. The envelope containing the response must be received by the Township of North Bergen by the date and time set forth above. No late responses will be accepted.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Contract Compliance and Equal Employment Opportunities in Public Contracts).

Contracts will be awarded based on the most advantageous responses. The Township of North Bergen reserves the right to reject any or all responses.

Suzanne Taylor
Purchasing Agent

INVITATION TO SUBMIT PROPOSALS

Proposals are being solicited through a fair and open process in accordance with *N.J.S.A. 19:44A-20.1, et seq.*

Copies of Request for Proposals (RFP) will be available at the Township Purchasing Office, located at 4233 Kennedy Boulevard, Room 211, North Bergen, NJ.

These proposals are being sought pursuant to the Local Public Contract Laws.

Sealed RFP responses must be received by the Purchasing Agent no later than 10:00 a.m. on January 21, 2015. Proposals (one original and one copy) shall be submitted in a sealed envelope to:

Suzanne Taylor, Purchasing Agent
Township of North Bergen
4233 Kennedy Boulevard
North Bergen, NJ 07047

Respondent will be selected based upon an evaluation of the most advantageous proposal, price, and other factors.

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP shall be submitted in writing no less than 5 days prior to the due date of the proposal. All interpretations and clarifications considered necessary by the Township's representative in response to such comments and questions shall be responded to no less than 5 days prior to the due date of the proposal and will be posted online at www.northbergen.org/notices.

The Township assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Township shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Township, are not to be billed and will not be paid.

Any contract entered into between the Respondent and the Township must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The Respondent must agree to comply with the nondiscrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

The Township shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Township to the Respondent for the purpose of assisting the Respondent in the performance of this contract. All such items shall be returned immediately to the Township at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Township, be disclosed to others or used by the Respondent or permitted by the Respondent to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the Township pursuant to this contract shall belong exclusively to the Township. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Township upon completion of the project. The Respondent shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Township. All information

supplied to the Township may be required to be supplied on CD-ROM media compatible with the Township's computer operating system, windows based, Microsoft Office Suite 2003 or 2007.

Termination: If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the Respondent violates any requirements of the contract, the Township shall have the right to terminate the contract by giving written notice to the Respondent of such termination at least thirty (30) days prior to the proposed effective date of the termination, unless the contract contains more favorable terms to the Township. Such termination shall relieve the Township of any obligation for the balances to the Respondent of any sum or sums as set forth in the contract.

The right to reject any or all proposals and to waive immaterial formalities is reserved by the Township.

SCOPE OF SERVICES & EVALUATION CRITERIA

The Township of North Bergen (“Township”) is soliciting proposals to provide for the following Professional Services:

RFP2015-13: Third Party Claims Administrator: Background and Intent

The Township of North Bergen is seeking to engage professional service providers to submit a Request for Proposal as a Third Party Claims Administrator to service Comprehensive Property including Auto Physical Damage, General Liability, Auto Liability, Workers’ Compensation and Crime programs. The Township of North Bergen will consider said proposals for Third Party Claims Administrator service for a period of one (1) year beginning on February 1, 2015 and continuing through January 31, 2016. The Township of North Bergen is a member of the New Jersey Municipal Self-Insurers’ Joint Insurance Fund.

Please note that outside the scope of this Request for Proposal for Third Party Claims Administrator, the Township of North Bergen intends to utilize the services of a managed care provider. The Third Party Claims Administrator must report all workers’ compensation claims to this provider. It should also be noted that the managed care provider vendor directs the medical treatment and through its network access re-prices medical bills for workers’ compensation claims. The Request for Proposal for Managed Care Provider is issued under a separate Request For Proposal.

A) General:

- The proposer must have a local office in the State of New Jersey, geographically situated so as to respond timely to the Township of North Bergen, with a branch or accounts manager and a staff available to handle this account twenty-four (24) hours a day, three hundred sixty-five (365) days per year. Your proposal must include a statement as to whether you would be willing to open an office for the servicing of this account in the event you currently do not have a local office. Staff is expected to be sufficient in number and characterized by superior ability, as evidenced by experience and training.
- An organizational chart of the branch operations and the resumes of staff that will work on the Township of North Bergen’s losses must be included with the proposal. You must also include a statement as to the average caseloads per adjuster.
- The proposer must also include a sample of its statistical reporting capabilities, including such items as monthly loss reports, claims and payment registers, coverage summary reports, specific excess and accident analysis reports.
- Proposer will also be expected to cooperate with the Administrator’s office by allowing its representative to periodically review the Township of North Bergen’s files, to assure quality control and conformance to this proposal as well as professional services agreement, which is a primary function of the Administrator.
- Proposer should indicate the willingness to accept mutually agreed upon conditions. The failure to meet such standards could result in early termination of the contract.
- Each proposer must submit a current partial client list for which similar services have been performed. The client list must include names, addresses and phone numbers, as well as a brief description of the type of service provided and whether the client is still an active account.
- A current listing of caseloads by adjuster is required.

B) Scope of Services: The Third Party Claims Administrator services to be provided shall include the following:

- Reviewing all Township of North Bergen claim forms submitted by the Township of North Bergen and providing complete handling of all loss adjustments, investigations and settlements in compliance with industry standards.
- Having the Third Party Administrator's key local personnel conduct service calls, as needed to the NHRFR for the purpose of establishing lines of communication and reporting procedures.
- Establishing and maintaining estimated reserve figures for each claim file and consulting with the Township of North Bergen with respect to payment of any claim.
- Furnishing claim forms necessary for proper claims administration, in accordance with the Tort Claims Act, Title 59, of New Jersey Statutes;
- Maintaining claim files for each reported claim throughout the life of the claim and to retain all closed files for a period of three (3) years following closing of the file, or as otherwise required by applicable law or regulation;
- Transmitting to the Township of North Bergen on a bi-weekly basis, a list of all medical/indemnity benefits and allocated expenses and/or all claim expenses, awards, etc., to be paid.
- Issuing checks in payment of benefits and allocated expenses. Said checks to be paid from an account maintained by the Township of North Bergen at a bank of its choice and any fee or charges in connection with said account shall be the responsibility of the Township of North Bergen.
- Notifying the Township of North Bergen and excess insurance carriers and reinsurers (specifically, but not limited to, New Jersey Municipal Self-Insurers' Joint Insurance Fund, Municipal Excess Liability Fund and XL Insurance) of any claim that may involve the Township of North Bergen's excess coverage, carriers or reinsurers. The Third Party Administrator will comply with all reasonable claim reporting requirements of the insurance funds, excess carriers, reinsurers and the Township of North Bergen.
- Indemnifying, defending and holding the Township of North Bergen harmless for the Third Party Administrator's acts or omissions.
- Attending any regularly scheduled Township of North Bergen claims meetings to review claims.
- Aggressively pursuing subrogation claims on behalf of the Township of North Bergen and providing any necessary services related to subrogation claims, or the litigation of subrogation claims. Said services shall not include litigations costs such as expert fees or attorneys fees, and the Township of North Bergen reserves the right to direct and control the assignment of counsel for subrogation claims and litigation.
- Being present at informal claims hearings, when necessary.
- Attaining the approval of the Township of North Bergen before settling any claims.

- Maintaining records of attorneys, making recommendations, and cooperating with the Township of North Bergen's excess carriers and reinsurer's defense counsel regarding lawsuits or hearings involving the subject exposures. Monitoring all claims referred to defense counsel and keeping the Township of North Bergen advised on a continuing basis as to the status of the litigated cases, any settlement proposals or recommendations, and the actual and anticipated cost relating to said legal defense. The Township of North Bergen reserves the right to direct and control the assignment of counsel as to any subject exposure.
- Upon request by the Township of North Bergen, making recommendations to the Township of North Bergen regarding risk management, reserves, and having a representative available to the Township of North Bergen for purposes of establishing, conducting, and coordinating a risk management program.
- Hiring appropriate assessors to evaluate property damage in all litigated and non-litigated matters as directed by the Township of North Bergen.
- Providing to the Township of North Bergen written claims reporting procedures, including occurrences occurring after normal business hours, during holidays or on weekends.
- Submitting monthly loss run reports by fund year and by line of coverage to the Township of North Bergen and the joint insurance fund administrator within ten (10) calendar days following the end of each month. Copies shall further be submitted to the fund actuary, fund auditor and fund attorney on a quarterly and annual basis.
- Generating reports in any format reasonably requested by the Township of North Bergen.
- Preparing reports required pursuant to any New Jersey statutes and any regulations enacted pursuant thereto.
- Providing such other services as may be required by the Township of North Bergen, the joint insurance fund bylaws to which the Township of North Bergen is subject, the Township of North Bergen's risk management plan and the statutes and regulations pertaining to the Township of North Bergen.
- Providing all necessary personnel to perform the services stated herein.
- Providing a complete accounting for the program which at all times is subject to review by the Township of North Bergen
- Investigating to determine cause, compensability, liability and any opportunity for subrogation or recovery. Investigative services include, but are not limited to, subrogation evaluation; notification of liens; obtaining witness statements; conducting medical records research and evaluation, preparing and obtaining releases; preparing three-point contacts with the client, claimant, and provider; arranging and coordinating on the client's behalf scene photographs and/or diagrams; obtaining police reports; obtaining expert reports; providing field case management; obtaining independent appraisals; obtaining surveillance; and arranging independent medical evaluations for claim evaluation and defense purposes.
- Doing year end 1099 reporting.

- Preparing and conducting Central Bureau Index and related searches.

C) Standard Requirements:

- Process all claims in accordance with New Jersey Workers' Compensation Statutes – Title 34; Title 59 and all other applicable laws.
- Provide the highest professional level of responsive claims handling; including regular ongoing communication with clients, claimants, Joint Insurance Fund administrators and the Township's managed care professionals.
- Take full advantage of Title 59 immunities.
- Approach claims adjudication as defense rather than settlement oriented.
- Provide a thorough, well-documented investigation.
- Aggressively investigate and pursue all claims so as to minimize litigation.
- Promptly investigate and respond to inquiries and/or complaints.
- Aggressively pursue subrogation whenever possible.
- Has substantial experience handling claims of members of property and casualty joint insurance funds.
- Has demonstrated the ability to understand the insurance coverages provided by the Joint Insurance Fund.
- Has demonstrated knowledge and experience in the evaluation of exposure, losses and claims incurred of government units in New Jersey.
- Has demonstrated the consistent ability to successfully work with defense counsel in controlling litigation.
- Has demonstrated knowledge and experience to handle loss adjustments, investigations and settlements for reported claims.
- Has demonstrated knowledge and experience in establishing claim reserves.
- Has demonstrated knowledge and experience in developing loss runs.
- Has demonstrated knowledge and experience in pursuing subrogation of claims.

D) General Requirements:

- Contact Information: Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.
- A fee for Third Party Administrator services for one-year.
- An executive summary of not more than three pages identifying and substantiating why the Firm is best qualified to provide the requested services.
- A staffing plan listing those persons who will be assigned to the engagement if the Firm is selected, including the designation of the person who would be the Firm's officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information should also include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the Firms. Also include a copy of the data forms required by the Department of Banking and Insurance pursuant to N.J.A.C. 11:15-2.6(c)8.
- A description of the Firms experience in performing services of the type described in this RFP. Specifically identify client size and specific examples of similarities with the scope of services required under this RFP.
- A description of resources of the Firm (i.e. background, location, experience, staff resources, financial resources, other resources, etc.).
- The location of the office, if other than the Firm's main office, at which the firm proposes to perform services required under this RFP. Describe your presence in New Jersey.
- Provide references including the contact names, titles and phone numbers.

E) Payment of Claims and Expenses: The Third Party Administrator will not be required to advance its own funds to pay losses or allocated expenses, such as attorneys’ fees, expert fees, surveillance fees and fees for independent medical examinations.

F) Existing Claims (Tail) & Start Up Costs: The Third Party Administrator shall be responsible for taking over all existing claims, whether in litigation or not, and this shall be stated separately within the Third Party Administrator’s price proposal. This amount shall also include administrative and data conversion services in its price proposal.

G) Fee Breakdown:

- The Third Party Administrator shall submit as part of its response to this RFP a fixed annual fee which shall cover the entire scope of services required, including, but not limited to Electronic Data Interchanges (“EDI”) and reports for Medicare set asides.
- A fixed fee for all start up services, conversion and take-over of all existing claims and breakout fees shall be submitted. This fee must be separate from the annual fee.
- Any other fees or charges for services to be provided as outlined in this proposal.
- Your proposal should also comment on your willingness to allow a representative(s) from the Township of North Bergen to randomly examine your files and support system capabilities prior to an award of any contract. The representative(s) are willing to sign a confidentiality statement.

H) Loss Run: The Township of North Bergen’s open claims as of December 2, 2014:

Coverage Code	Paid	Out Reserve	Recovered	Total Incur	Claim Count	Cost per Claim
WC	\$1,247,057.44	\$662,127.69	\$81,128.86	\$1,828,056.27	42	\$43,525.15
GLB	\$313,915.03	\$318,364.37	\$0.00	\$632,279.40	15	\$42,151.96
ALB	\$103,772.48	\$81,572.52	\$0.00	\$185,345.00	7	\$26,477.86
EPL	\$36,859.60	\$30,391.28	\$0.00	\$67,250.88	4	\$16,812.72
GLP	\$11,438.28	\$32,353.47	\$0.00	\$43,791.75	6	\$7,298.63
PLE	\$9,560.50	\$18,139.50	\$0.00	\$27,700.00	2	\$13,850.00
ALP	\$0.00	\$26,640.00	\$0.00	\$26,640.00	7	\$3,805.71
COLL	\$11,240.79	\$11,779.81	\$2,429.04	\$20,591.56	7	\$2,941.65
PROP	\$3,800.00	\$0.00	\$0.00	\$3,800.00	2	\$1,900.00
Totals:	\$1,737,644.12	\$1,181,368.64	\$83,557.90	\$2,835,454.86	92	\$30,820.16

I) Expected Reporting Requirements: Firm must be able to send this information electronically.

Type of Report	Anticipated Frequency
Claims’ Experience Summary	Monthly
Experience Recap by Group	Monthly
Claim Count Detail	Monthly

Late Reporting Analysis	Quarterly
Listing of losses by line as well as by town and departments based on body part, nature and cause of loss	Quarterly
Excess Report Listing	Monthly
Subro/Salvage Report	Monthly
Listing of all new claims for the month	Monthly
Listing of all closed claims for the month	Monthly
Listing of all reopened/transferred claims for the month	Monthly
Listing of any claim where there has been a reserve change. Report must capture reserve at seventh month.	Monthly
List of all payments made during the month	Monthly
Listing of all indemnity claims reported for the month	Monthly
Historical Claims Register	Quarterly
Repeater report	As needed basis
Report where there has been no payment made in the last 18 months on a given file	As needed basis
Report where the expense reserve/PTD are greater than 50% of the Indemnity Reserve	As needed basis
Listing of all files that remain open 36 months after receipt	As needed basis
Listing of any claims where there has been more than 4 reserve changes over the life of the file	As needed basis
Any open claim with total incurred amount of \$10,000 or greater and expense payments are under \$10,000	As needed basis
Listing of any open and closed file where the date received and the date entered into the system is 30 days or more	As needed basis
Any case where the adjuster and or supervisor was late with the diary by more than 30 days	As needed basis
Monthly closing ration by file type and loss line per adjuster	As needed basis
List of all open files that are in litigation	As needed basis
You must comment on your ability to have claims reported electronically for all lines.	Forthcoming
You must comment on the capability of insureds to access their claim information via the internet.	Forthcoming

J) Contract Duration: The contract awarded will be for one year beginning February 1, 2015 and continuing through January 31, 2016.

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The Township seeks Proposals to provide the professional service listed herein.

1.1 CONTRACT TERM

The contract awarded will be for one year beginning February 1, 2015 and continuing through January 31, 2016.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until a proposer is selected and the selection is announced by the procurement officer, **proposers may not communicate with any Township staff, commissioners or officials regarding this procurement, except at the direction of Suzanne Taylor**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the proposer from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Suzanne Taylor,
Township of North Bergen
4233 Kennedy Boulevard, North Bergen, NJ 07047
Phone: 201-392-2040 Fax: 201-392-7694 E-mail:
STaylor@northbergen.org

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Proposers should carefully review all instructions, mandatory requirements, specifications, standard terms and conditions set out in this RFP and promptly notify the procurement officer identified above in writing, fax or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the proposer from responding to the RFP or add unnecessary cost.

1.4 PRE-PROPOSAL CONFERENCE - No pre-proposal conference is scheduled.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, proposer agrees to acceptance of the standard terms and conditions as set out in this RFP. Much of the language included in the standard terms and conditions reflects requirements of New Jersey law. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the proposer's ability to respond to the RFP or perform the contract. Any material exceptions requested and granted to the standard terms and conditions language will be addressed in any formal written addendum issued for this RFP and will apply to all proposers submitting a response to this RFP. The Township will make any final determination of changes to the standard terms and conditions.

1.5.2 Resulting Contract. This RFP and any addenda, the proposer's RFP response, including any amendments and any clarification question responses, shall be included in any resulting contract. The Township's contract contains the contract terms and conditions which will form the basis of any contract between the Township and the selected proposer. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the Township, will govern in the same order of precedence as listed in the contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, a proposer *must* meet the intent of all mandatory requirements. The Township will determine whether a proposer's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, proposer agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.5 Proposer's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The proposer's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the Township from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.6 Offer in Effect for 60 Days. A proposal may not be modified, withdrawn or canceled by the proposer for a 60-day period following the deadline for proposal submission as defined in the Schedule of Events and proposer so agrees in submitting the proposal.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Proposers shall organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the proposer's response to a specific subsection, the proposer shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

“(Proposer's Name)” understands and will comply.

1.6.2 Failure to Comply with Instructions. Proposers failing to comply with these instructions may be subject to point deductions.

1.6.3 Copies Required and Deadline for Receipt of Proposals. Proposers must submit one (1) original proposal, one (1) copy to the Township. Proposals must be sealed and labeled on the outside of the package. The service provider must indicate the following on the outside of the envelope: (1) the name and address of the service provider; (2) the RFP# and Title of the Professional Service for which the response is submitted; and (3) “Sealed RFP Response”. *Proposals must be received by Suzanne Taylor, Purchasing Agent, prior to 10:00 AM, local time, January 21, 2015.*

**Forward proposals to: Township of North Bergen
Suzanne Taylor, Purchasing Agent**

Via U S Postal Service: 4233 Kennedy Boulevard, North Bergen, NJ 07047

Via Courier Service: Same address as above

1.6.4 Late Proposals. *Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the proposer's sole risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and will be returned to the proposer at the expense of the proposer or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 Township Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the Township are entirely the responsibility of the proposer. The Township is not liable for any expense incurred by the proposer in the preparation and presentation of their proposal or any other costs incurred by the proposer prior to execution of a contract.

1.7.2 All Timely Submitted Materials Become Township Property. All materials submitted in response to this RFP become the property of the Township and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the Township and proposer resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of the Township of North Bergen. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 PROPOSER COMPETITION

The Township encourages free and open competition among proposers. Whenever possible, the Township will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Township's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing after the time for receipt of proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the Township; (3) any company financial information requested by the Township to determine vendor responsibility, unless prior written consent has been given by the proposer and (4) other constitutional protections, or not subject to disclosure according to OPRA guidelines.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from a proposer's legal counsel attesting to and explaining the validity of any trade secret claim asserted by the proposer.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Proposers must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Non responsive. All proposals will initially be classified as either "responsive" or "non responsive". Proposals may be found nonresponsive any time during the evaluation process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it may be subject to point deductions.

2.3.2 Determination of Responsibility. The Township will determine whether a proposer has met the standards of responsibility. Such a determination may be made at any time during the evaluation process if information surfaces that would result in a determination of non-responsibility. If a proposer is found non-responsive, the determination must be in writing, made a part of the procurement file and mailed to the affected proposer.

2.3.3 Evaluation of Proposals. The Township will evaluate the proposals and recommend whether to award the contract to the firm determined to best meet the needs of the Township or, if necessary, to seek discussion

in order to determine the firm to be selected. All responsive proposals will be evaluated based on stated evaluation criteria. The Township may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing quality and contractual factors. These will be used to determine the most advantageous offering to the Township.

2.3.4 Completeness of Proposals. Selection and award will be based on the proposer's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by proposers outside the formal response or subsequent discussion may not be considered.

2.3.5 Opportunity for Discussion and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the Township may initiate discussions with one or more proposers should clarification be necessary. Proposers may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, proposers should be prepared to send qualified personnel to the Township of North Bergen to discuss technical and contractual aspects of the proposal. Oral presentations/demonstrations, if requested, shall be at the proposer's expense.

2.3.6 Contract Award. Contract award, if any, will be made to the proposer who the Township determines who best can provide the services required and provides all required documents. A formal contract incorporating this RFP, including Attachments A and B and the selected proposal, will be executed by all parties.

2.4 TOWNSHIP'S RIGHTS RESERVED

While the Township has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Township to award and execute a contract. Upon a determination that such action would be in its best interest, the Township, in its sole discretion, reserves the right to cancel or terminate this RFP; reject any or all proposals received in response to this RFP; waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal; not award if it is in the best interest of the Township not to proceed with contract execution; or if awarded, terminate any contract if the Township determines adequate funds are not available.

SECTION 3: PROPOSER QUALIFICATIONS

3.0 REFERENCES

Proposer shall provide a minimum of three (3) references that are using services of the type proposed in this RFP. The references may include county government, municipalities or universities where the proposer, preferably within the last three years, has successfully completed three contracts of this type. At a minimum, the proposer shall provide the entities name, the location where the services were provided, contact person(s), contact's position, customer's telephone number, a complete description of the service type, dates the services were provided, and cost of services. These references may be contacted to verify proposer's ability to perform the contract. The Township reserves the right to use any information or additional references deemed necessary to establish the ability of the proposer to perform the conditions of the contract.

3.1 RESUMES/COMPANY PROFILE and EXPERIENCE

Proposer shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

3.2 DETAIL AND SUPPORTING DOCUMENTATION

Proposer will provide sufficient detail, information, supporting documentation or examples of the following:

- 3.2.1 Name of Individual assigned primary responsibility for the project.
- 3.2.2 Names, addresses and telephone numbers of anticipated sub-contractors

- 3.2.3 Firm's experience with governmental agencies: Federal, State, County and Local.
- 3.2.4 Detail experience in administering similar projects. Explain the extent of your experience, how each element is addressed and whether the service is done in-house or contracted out.
- 3.2.5 Describe how your firm ensures good communication with clients (client report mechanisms, etc.).
- 3.2.6 Has proposer worked with New Jersey counties or municipalities on previous projects?

3.3 GENERAL ABILITIES/METHOD OF PROVIDING SERVICES

Proposer should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the Township what the proposer intends to do, the ability to accomplish the work, and how the work will be accomplished.

3.3.1 The proposal submitted in response to the RFP may be used as an example of a professional document produced by the contractor.

3.3.2 The contractor should have experience in all aspects of administering similar projects. Contractor and staff must be familiar with Federal and State statutes, regulations and procedures.

3.3.3 The contractor must have the ability to work with the government agencies at various levels, Federal, State and Local. History of good working relationships with counties and municipalities, specifically in New Jersey is helpful.

SECTION 4: PAYMENT TERMS

Although total contract costs will not be the determining factor, budget or allocations of funds will be considered.

4.0 Bidder must provide itemized invoices to the Township. A Purchase Order will be processed and sent to you for signature. Payment will only be made following the formal approval on the claims list by the Township of North Bergen at its subsequent regular meeting.

SECTION 5: EVALUATION CRITERIA

5.0 EVALUATION CRITERIA

The Township will review all proposals to determine if they satisfy the RFP requirements and evaluate the proposals based upon the Evaluation Criteria. The respondent determined to best meet the Township needs will then be recommended to the governing body for award of contract, based on price and other factors.

5.1 EVALUATION PROCEDURE

The evaluation committee will evaluate the proposals and determine whether to award the contract to the best proposal or to seek discussions before awarding a contract. Selection and award will be based on the contractor's proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by contractors outside the formal response or subsequent discussion will not be considered.

5.2 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers as specified in the "Scope of Services" as well as the following criteria:

5.2.1. Qualifications/General Abilities. Proposer shall demonstrate the ability to provide the capacity and personnel to provide those services required by specifications in the RFP. Demonstrate ability to deliver work products on time and on-budget.

Experience and training of proposer employees shall meet the specific needs of the RFP. Identify staff assigned to the project; staff can provide a wide range of professional training, certification, education and experience specific to the needs of the Township. Numbers of personnel available to service the contract are sufficient.

Proposal provides sufficient detail to establish expertise the required services. References and work experience are sufficient, demonstrating that the contractor has the experience and the ability to provide services at the required level for the duration of the contract. Specific experience with Federal, County and local government agencies is preferred.

Proposal is professional in appearance. Information is organized, complete and meets RFP requirements for content and format.

5.2.2 Understanding of Project Scope/Proposed Methods/Procedures. Proposer's analysis of the needs detailed in the RFP and proposed actions are thorough and demonstrate proposer's ability to evaluate data and develop a reasonable response.

5.2.3 Prior Experience and Familiarity. Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in their proposal. Contractor response addresses experience, training, preferred methods, and perspectives which provide unique advantage to the firm.

5.2.4 Management/Organization/Accessibility. Proposer provides general compliance and responsiveness to the Township's needs and requests issued in the RFP.

Proposer presents procedures that ensure sufficient personnel are available to respond to unusual or unanticipated circumstances Contractor personnel are available for discussions and review. One or more methods of contacting proposer personnel are identified and a clear detail is provided for notification of a responsible individual.

5.2.5 The firm's general experience and specific experience in administering property, liability and casualty claims using a dedicated unit approach.

5.2.6 The firm's qualifications and experience of key personnel and the claim adjusters to be used on the account.

5.2.7 Reputation of the firm based on references.

5.2.8 The proposed fee for services.

5.2.9 Ability to produce as well as the integrity of financial controls and reports as referenced in this proposal.

5.2.10 Computer support and reports.

5.2.11 Demonstrated ability to work hand-in-hand with a managed care provider toward the resolution of claims.

5.2.12 Other factors demonstrated to be in the best interest of the Township of North Bergen

SUBMISSION OF FEE PROPOSAL

Fee proposals must be submitted on company letterhead clearly identifying the following:

1. Fixed Annual Fee:

Note: The Third Party Administrator shall submit as part of its response to this RFP a fixed annual fee which shall cover the entire scope of services required, including, but not limited to Electronic Data Interchanges (“EDI”) and reports for Medicare set asides.

2. Fee for All Start up Services, conversion and take-over of all existing claims and breakout fees:

Note: This is a one-time fee and must be separate from the annual fee. It is the Township of North Bergen’s position to transfer all existing open claims to the Firm awarded the contract.

3. Any other fees or charges for services to be provided should be detailed in this proposal.

Attachment B

Registering a Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to

conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/regapdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions? Call 609-292-1730 or submit e-mail: www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- New registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online: Item 17; Paper Form: Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebing Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

CORPORATE DISCLOSURE STATEMENT

The undersigned is an - Individual - Partnership - Corporation
(Please indicate with circle)

Under the laws of the State of _____

Having principal offices at _____

RESPECTFULLY SUBMITTED BY _____
(Name of Corporation, Partnership or Individual)

WITNESS: ADDRESS _____

TELEPHONE: _____

S/ _____ SIGNATURE: _____

POSITION: _____ POSITION: _____

SSN # (If Individual): _____

FED ID# (IF Incorporated): _____

DATE: _____ DATE: _____

NOTE: If Contractor is a **CORPORATION**, this proposal must be executed by its president, attested to by its secretary or assistant secretary, with the corporate seal affixed thereto. This proposal may be executed and attested to by other than the aforesaid corporate officers if they have been duly authorized to so act in behalf of the Contractor, pursuant to a resolution of the Corporate Board of Directors, or other authorization equivalent thereto. In that event, a certified copy of said resolution or authorization shall be attached to this proposal.

If Bidder is a **PARTNERSHIP**, then this proposal must be signed by at least one partner.

If Bidder is an **INDIVIDUAL**, please indicate Social Security Number in space provided above.

OWNERSHIP STATEMENT

List the names and addresses of all stockholders who own ten (10%) percent or more of its stock. If none, so state.

If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Bidder: _____

Name _____

Address _____

Percentage of Ownership _____ %.

Name _____

Address _____

Percentage of Ownership _____ %.

Name _____

Address _____

Percentage of Ownership _____ %.

Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

NON-COLLUSION AFFIDAVIT

STATE OF _____,

COUNTY OF _____.

_____ (name) being first duly sworn, deposes and says that he is

_____ (give title) of _____ (Bidder), that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion, communication or conference with any person to fix the bid price of the bidder or any other bidder for the written contract, or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Township, or any other person interested in the proposed Contract; and that all statements contained in said Bid are true; and further, that the Bidder has not, prior to the official opening of the Bid, directly or indirectly, submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof, or to any person who is not an employee of the Bidder, except the Surety which furnished Bid Security and consent of Surety for purposes of the making of this Bid, all in accordance with N.J.S.A. 52:34-15.

(Signature of Affiant)

Sworn and subscribed to before me this _____ day of _____, _____.

(Signature of Notary Public)

My Commission expires: _____.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All goods, professional service and general service contracts are required to submit evidence of appropriate affirmative action compliance to the Township of North Bergen and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township of North Bergen, prior to the execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township of North Bergen and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? Yes No
If yes, please submit a copy of such approval.

-OR-

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C 17:27-4 or 4.3. The vendor must provide a copy of the Certificate to the Township of North Bergen as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificate must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a copy of such certificate.

-OR-

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township of North Bergen. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website http://www.state.nj.us/treasury/contract_compliance/.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without

regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Unless otherwise stated in the "Scope & Evaluation Criteria" section, the following insurance is required upon award of contract:

Certificate(s) of Insurance shall be filed with the Township upon award of contract.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000 aggregate each policy period.

Acknowledgment of Insurance Requirement:

(Signature)

(Date)

(Printed Name)

(Title)

Township of North Bergen
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____

Respondent: _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of North Bergen under penalty of perjury. Failure to provide such will result in the proposal being rendered as 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 if its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PHOTOCOPY THIS FORM.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of North Bergen 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 Township to notify the Township 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 Township of North Bergen and that the Township 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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

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

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

JIGNASA DESAI-MCCLEARY
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 Pi. 2012, c. 25 ("Chapter 25"):

- | | |
|--|--|
| 1. Bank Markazi Iran (Central Bank of Iran) | 22. Industrija Nafta (INA) |
| 2. Bank Mellat | 23. Kingdream PLC |
| 3. Bank Melli Iran | 24. Liquefied Natural Gas Limited |
| 4. Bank Tejarat | 25. Maire Tecnimont SpA |
| 5. National Iranian Tanker Company (NITC) | 26. Naftiran Intratrade Company (NICO) |
| 6. Sameh Afzar Tajak Company (SATCO) | 27. Oil and Natural Gas Corporation (ONGC) |
| 7. Amona | 28. Oil India Limited |
| 8. Bank Saderat PLC | 29. Panyu Chu Kong Steel Pipe Company, Ltd. |
| 9. Bank Sepah | 30. Persia International Bank |
| 10. Belaz | 31. PetroChina Company, Ltd. |
| 11. Belneftkhim (Belarusneft) | 32. Petroleos de Venezuela (PDVSA Petroleo, SA) |
| 12. Bharat Petroleum Corporation Ltd. | 33. Schwing America Inc. |
| 13. China International United Petroleum & Chemicals Co., Ltd. (Unipecc) | 34. Shandong FIN CNC Machine Company, Ltd. |
| 14. China National Offshore Oil Corporation (CNOOC) | 35. Shanghai Sunry Petroleum Equipment Company, Ltd. |
| 15. China National Petroleum Corporation (CNPC) | 36. Sinohydro |
| 16. China National United Oil Corporation (ChinaOH) | 37. SK Energy |
| 17. China Petroleum & Chemical Corporation (Sinopec) | 38. SKS Ventures |
| 18. China Precision Machinery Import-Export Corp. (CPMIEC) | 39. Som Petrol AS |
| 19. Emirates National Oil Company | 40. Sonangol |
| 20. Grimley Smith Associates | 41. Zhuhai Zhenrong Company |
| 21. Indian Oil Corporation | |

List Date: January 28, 2013