

Extraordinary Unspecifiable Services Procurement

PURSUANT TO N.J.S.A.40A:11-5(1)(a)(ii), and 40A:1-5(1)(m)

In a fair and open manner Pursuant to

N.J.S.A. 19"44A-1 et. seq.,

Request For Proposals

RFP #24-34

Bergen Municipal Employee Benefits Fund

Request for Proposal:

Onsite Concierge Primary Care

FOR

Bergen Municipal Employee Benefits Fund

Due by

December 5, 2024, at 9 A.M.

9 Campus Drive, Suite 216

Parsippany, NJ 07054

Executive Director

Brandon Lodics

Notice is hereby given by the Bergen Municipal Employee Benefits Fund that the below listed proposal will be received by the Fund on December 5, 2024, at 9:00 A.M., prevailing time, in accord with N.J.A.C. 5:34-1 et. Seq., at location noted below will be received for the following:

EUS RFP 24-34 Request For Proposal: Onsite Concierge Primary Care

Sealed Response format and contents

- Four (4) hard copies (one shall be marked original) and one (1) electronic copy of the Proposer's proposal must be received by December 5 at 9:00 A.M. Proposals received after the designated time will not be opened or considered.
- Proposal text should be in Microsoft Word format and written in Times New Roman 12 – point font.
- All proposed fees and cost must be disclosed in the proposal for each year of the contract:
 - March 1, 2025 – February 28, 2026

*The BMED Executive Committee has the option for two additional one year contract extensions.

Opening will be on December 5, 2024 , at 9:00 A.M.:

9 Campus Drive, Suite 216
Parsippany, NJ 07054

Bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et. seq.,

NOTE:

It is the Proposer's responsibility to ensure that the response packet is delivered at the appropriate time and location. The Fund will not accept any late deliveries regardless of the method of delivery.

November 15, 2024

Brandon Lodics
Executive Director

Applicable to Bid if marked "X"	DOCUMENTATION REQUIRED OR REVIEWED	Initials	When Due if not submitted with Bid
X	Ownership Disclosure Form		With Bid Submission
X	Business Registration Certificate – Bidder and all Subcontractors		Prior to Contract Award
X	Experience and Background Questionnaire		With Bid Submission
X	Disclosure of Investment Activities in Iran Form		Prior to Contract Award
X	Certification of non-involvement in Prohibited Activities in Russia or Belarus		Prior to Contract Award
X	EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report		After Notice of Award, Prior to Signing Contract
X	Bidder's Checklist		With Bid Submission

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder Name: _____ **Date:** _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

**ALL RESPONSES AND QUESTIONS ARE TO BE SUBMITTED THROUGH
Emilyk@permainc.com**

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SECTION I

INTRODUCTION

The Bergen Municipal Employee Benefits Fund (Fund) is seeking quotes for an Onsite Concierge Primary Care provider through the Extraordinary Unspecifiable Services provision of the New Jersey Local Publics Contract Law, N.J.S.A 40A:11-5(1)(a)(ii) and N.J.S.A.40A:11-5(1)m. This procurement is also subject to the required disclosure provisions of the New Jersey pay to Play laws, at N.J.S.A 19:44A-1 et. Seq.

Specific goals/objectives for this RFP are:

- Ability to provide primary care for members of the Fund
- Wellness Support and engagement
- Financial savings
- Program Management
- Dedicated Administration and Member Support
- Clinical Support
- Appropriate and well-defined contract terms and conditions
- Acceptance of all Fund plans
- Clinical programs
- A robust suite of standard and ad hoc reporting capabilities

The goal of this RFP is to identify and contract with one firm providing for an Onsite Concierge Primary Care location that represents the best possible combination of attributes, including fixed costs, program flexibility, risk management, and member services.

The Bergen Municipal Employee Benefits Fund is a public entity risk pool of member municipalities and schools boards in the north east region of New Jersey. It currently has 21 medical members in that area that could voluntarily join this primary care organization. The current membership is listed below:

Member	Total Medical Employees
Edgewater	102
Fairfield	83
Fairfield BOE	73
Fanwood	41
Franklin Lakes	61
Ft. Lee	335
Garfield City	211
Garwood	37
Midland Park	37
Montvale	39
Moonachie	47
Oakland	87
Park Ridge	71
Ridgefield Park	91
Rutherford	106
Saddle River	35
South Hackensack	25
Verona	106
Wallington	47
Westwood	64
Woodcliff Lake	50

The vendor must be willing to offer services as option to all Fund members or a pilot program to a subset of members determined by the Executive Committee.

The vendor must be willing to do on site wellness events at Fund member locations, upon request.

The vendor must provide evidence based ROI of current clients with proposals

SECTION II

RFP INSTRUCTIONS

Please return all of the below listed items via secure email to:

PERMA Inc.
Onsite Concierge Primary Care RFP Response
Attn: Emily Koval
9 Campus Drive, Suite 216
Parsippany, NJ 07054

Your proposal response shall include the following:

- Financial proposal for all services requested
- Completion of RFP Specification Requirements responses/confirmations.

Bidders are prohibited from contacting the Fund or their participating entities.

DISCLOSURE OF CONTRIBUTIONS TO NJ ELECTION LAW ENFORCEMENT COMMISSION (ELEC)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 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.

PROPOSAL CONFIDENTIALITY

This RFP and all associated documents, including preliminary questions and responses, finalist Q&A, formal responses, proposed contracts, claims re-pricing, rebate analysis, and any other documents and/or responses are considered confidential and cannot be shared without the express written consent. Please do not contact the Fund during this RFP selection process.

This RFP process reserves the right to:

- Reject any or all proposals tendered.
- Terminate or modify the process at any time.

SECTION III

RFP TASK & TIMELINE TABLE

Deliverable	Action Date
RFP Release Date	11/15
Vendor Confirms Receipt & intention to Submit a Proposal	11/19
Vendor review & submission of questions related to the RFP to Fund	11/22
Addendum with answered questions completed and advertised by Fund	11/26
Complete Proposals Due to Fund	12/5
Fund Presentation to BMED Fund Contracts Committee	TBD
Finalists Interviews	TBD
Vendor Recommendation	Week of 1/13/2025
Vendor Selected	1/28/2025
Effective Date	3/1/2025

* We reserve the right to adjust the timeline throughout the RFP process. All response material must be received by the dates for each task specified the schedule above. No RFP responses or additional materials will be accepted after each specified deadline.

Costs for Proposal Response

All costs incurred by the vendor in preparing proposals are the sole responsibility of the bidding entity.

Award/Rejection

We reserve the right to amend this RFP in any manner prior to awarding the contract. All proposals shall become the property of the Fund.

The Fund reserves the right to reject any or all proposals, to waive any informalities or irregularities in proposals and / or to negotiate separately the terms and conditions of all or any part of the proposals in accordance with applicable laws.

Compliance

The bidding entity must adhere to all federal and state laws, including HIPAA compliance.

Timing

Late proposals will be rejected. All offers will be valid until contract awards are announced. Any follow up or clarifications requested from this RFP, including revised financial offers, are considered binding until the contract award is announced.

Accuracy of information

Implicit in your response to this RFP is that your representations and answers are accurate and reflect the current capabilities of your organization, as well as the capabilities of alliances, partners, franchisers, or subcontractors you will use to fulfill the obligations and responsibilities outlined in your response.

Exceptions

Clearly indicate in your response any requested service or business requirement to which you are unable or unwilling to comply. Your failure to note any exceptions means you agree and are in full compliance as stated.

GENERAL INFORMATION AND TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL (RFP)

1. Any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the Proposer for ensuring that their proposals are time stamped by the BERGEN MUNICIPAL EMPLOYEE BENEFITS FUND (herein after referred to FUND), before the deadline indicated in Section II. Proposals and / or any addenda pertaining thereto, received after the announcement time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the FUND from requesting additional information at any time during the procurement process. Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.
2. Nothing herein is intended to exclude any responsible Vendor or in any way restrain or restrict competition.
3. Any proposal submitted MUST be signed by an individual authorized to bind the proposal. All Proposals submitted without such signature may be deemed non-responsive and will be returned.
4. RFP PROCESS: Bidders will submit written proposals which present their qualifications and understanding of the work to be performed. The proposal should be prepared simply and

should provide all the information which it considers pertinent to its qualifications. Emphasis should be placed on completeness of services offered and clarity of content.

5. If you desire not to respond to this proposal, please forward your acknowledgment of NO PROPOSAL SUBMITTED to the FUND; Attention: Emily Koval.
6. NONDISCRIMINATION CLAUSE: The bidder who is selected, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability, height, weight or marital status.

The bidder shall adhere to all applicable Federal, State and local laws, ordinances, rules, and regulations prohibiting discrimination.

7. INDEMNIFICATION AND HOLD HARMLESS: The bidder who is selected shall, at its own expense, protect, defend, indemnify, save and hold harmless the FUND, their Board of Funders, employees and agents with which it contracts from all claims, demands, losses, liabilities, costs, damages, and expenses including, but not limited to all costs from administrative proceedings, court costs, and attorney fees that the FUND, Board of Funders, employees, and agents may incur as a result of the acts, omissions, or negligence of the bidder or its employees, agents, or subcontractors that may arise out of the agreement.

The bidder's indemnification responsibility under this section shall include the sum of damages, cost and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the FUND, their Board of Funders, employees, and agents by the insurance coverage obtained and / or maintained by the bidder.

8. INSURANCE: The bidder shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of New Jersey who have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- 1) Comprehensive General Liability Insurance Coverage - written on an occurrence basis and must not be altered by any endorsement limiting coverage. Limits of liability shall not be less than the following:

\$2,000,000 General Aggregate per location/per job

\$2,000,000 Products/Completed Operations

\$1,000,000 Personal Injury & Advertising Injury

\$1,000,000 Each Occurrence Combined Single Limit for Bodily Injury and Property Damage

The coverage shall include:

Premises / Operations.

- a) Independent Contractors/contingent liability for the operations of subcontractors involved in the performance of work.
 - b) Contractual liability.
 - c) Personal injury coverage, including coverage of liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry, products and complete operations.
- 2) Comprehensive Automobile Liability Insurance – covering use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured/underinsured motorist at limits of \$1,000,000.
 - 3) Workers' Compensation Insurance – in accordance with laws of the State of New Jersey as well as Employers Liability Insurance with limits not less than \$500,000/\$500,000/\$500,000.
 - 4) Umbrella Liability Insurance Policy – written on an occurrence basis with a minimum Combined single limit of \$4,000,000 as “follow form” excess of the Employers Liability, Commercial General Liability, Comprehensive Automobile Liability.
 - 5) Professional Liability/Errors & Omissions – covering the professional services to be rendered and suits relating to provider network with minimum limits of \$5,000,000 per occurrence/aggregate.
 - 6) Fidelity & Crime Insurance – covering employee dishonesty including but not limited to dishonest acts of vendor and its employees, agents, subcontractors and anyone under the vendor supervision or control. Vendor shall be liable for money, securities or other property of Vendor and shall include a client coverage endorsement written for limits of at least \$10,000,000 which shall include the FUND as loss payee.
 - 7) Cyber Liability – The bidder shall maintain insurance in the amount of \$10,000,000 for all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorney's fees) of any nature to which the FUND may be subjected as a result from the Third Party Claims Administrators use, handling, storage, transmission or disposal of any data/information (including paper records) regardless of whether or not expected and intended and shall include but not limited to: 1) Losses resulting from a data breach (as an intentional or unintentional release of secure information to an untrusted environment; 2) Response costs associated with post-data breach remediation including notification requirements, credit monitoring, call centers, public relations efforts, forensics and crisis management; 3) Regulatory investigations, fines and penalties; 4) Losses resulting from misappropriation of intellectual property or confidential business information; 5) Costs to restore or recover data that is lost or damaged and 6) Extortion demand from cyber attackers who have the data breach data.

- 8) Performance Bond: Valued at twenty five percent (25%) of the estimated value of the annual contract, with a minimum limit of \$50,000.

The FUND, their officers, officials, agents, employees and consultants shall be named as an additional insured for the work to be performed and the contractual obligations contained herein under the contract on policies listed in 1, 2, 4 and 7 above.

The FUND reserves the right to negotiate the insurance requirements above for those entities, such as insurance companies, who may self-insure certain coverages and provide satisfactory evidence to the FUND of its financial capabilities.

9. RIGHT OF REJECTION: The FUND reserves the right to reject any or all proposals, to waive any informalities or irregularities in proposals and / or to negotiate separately the terms and conditions of all or any part of the proposals as determined to be in the best interests of the FUND.
10. STANDARDS FORMS: Any preprinted contract forms that the bidder proposes to include as part of the contract resulting from this proposal must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. The FUND reserves the right to accept or reject in whole or in part any form contract submitted by the bidder and / or to require that amendments be made therefor, or that an agreement drafted by the FUND be utilized.
11. ADVISE OF OMISSION OR MISTATEMENT: In the event it is evident to a bidder responding to this RFP that the FUND has omitted or misstated a material requirement to this RFP and / or the services required by the RFP, the responding bidder shall advise Emily Koval at 201-518-7028 of such omission or misstatement.
12. COST OF PREPARATION: The FUND shall not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the Bidder.
13. NOTIFICATION OF WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the Bidder. Proposals submitted will become the property of the FUND after the proposal submission deadline.
14. RIGHTS TO PERTINENT MATERIALS: All responses, inquires and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the bidder that are submitted as part of the proposal shall become the property of the FUND after the proposal submission deadline.
15. COMPLIANCE WITH LAWS: Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination 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.

16. "Pay to Play" – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44a – 20.27)

(1) Any business that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC.

(2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

(3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

(4) If you have any questions, please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

17. ASSIGN, SUBLET OR TRANSFER ANY RIGHTS/INTERESTS: Neither the Commission nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the Fund and the Contractor.

18. HIPAA: Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

19. PROOF OF LICENSURE: Proof of licensure for providing services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

20. PUBLIC EMERGENCY: In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than

six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any bidder on this contract.

21. **MULTIPLE PROPOSALS NOT ACCEPTED:** More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
22. **FAILURE TO ENTER CONTRACT:** Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.
23. **COMMENCEMENT OF WORK:** The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.
24. **TERMINATION OF CONTRACT:** If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

25. **NON-ALLOCATION OF FUNDING TERMINATION:** Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.
26. **FORCE MAJEURE:** Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action

or injunction or other such agreement, this Agreement shall become voidable by the Fund by notice to each party. The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

27. CHALLENGE OF SPECIFICATIONS: Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.
28. PAYMENT: Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

29. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS: Public funds may be used to pay only for goods delivered or services rendered. The Fund will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.
30. OWNERSHIP OF MATERIAL: The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner 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 owner, be disclosed to others or used by the contractor or permitted by the contractor 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 owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor 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 owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system: (describe here) i.e. windows based, Microsoft Office Suite 2007 or greater.

31. SOURCE OF SPECIFICATIONS/RFP PACKAGES: Official Fund Request for Proposal (RFP) packages for routine goods and services are available from www.bmedhif.com at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The County is not responsible for third party supplied RFP documents.
32. ALTERING OFFICIAL DOCUMENT: Respondents shall not write in any margins or alter the official content of the Fund RFP document.
33. W-9: Successful bidder/respondent shall complete W-9 Form and submit to purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

SECTION IV

BID SPECIFIC REQUIREMENTS

On-site concierge primary care Scope

Deliver high touch on site concierge primary care including preferred patient scheduling, access to physician care after hours, access to physicians via secure text messaging.

Deliver extended appointment time with primary care physicians.

Deliver member education in key areas, including female care, pre-natal maternal care and chronic care management.

Preferred vendor will have existing private membership primary care locations in the Bergen County and surrounding areas. Preferred vendor will participate in the Fund's carrier's networks so that there is no special claim handling. Preferred vendor will charge a transparent per patient per month fee that includes covering the scope named herein.

Provide Fund with savings or return on investment reports annually

Pricing Exhibits must be explained further on a separate document.

Company Name

Federal ID # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title:

Telephone Number

Date

Fax Number

E-mail address

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 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.**

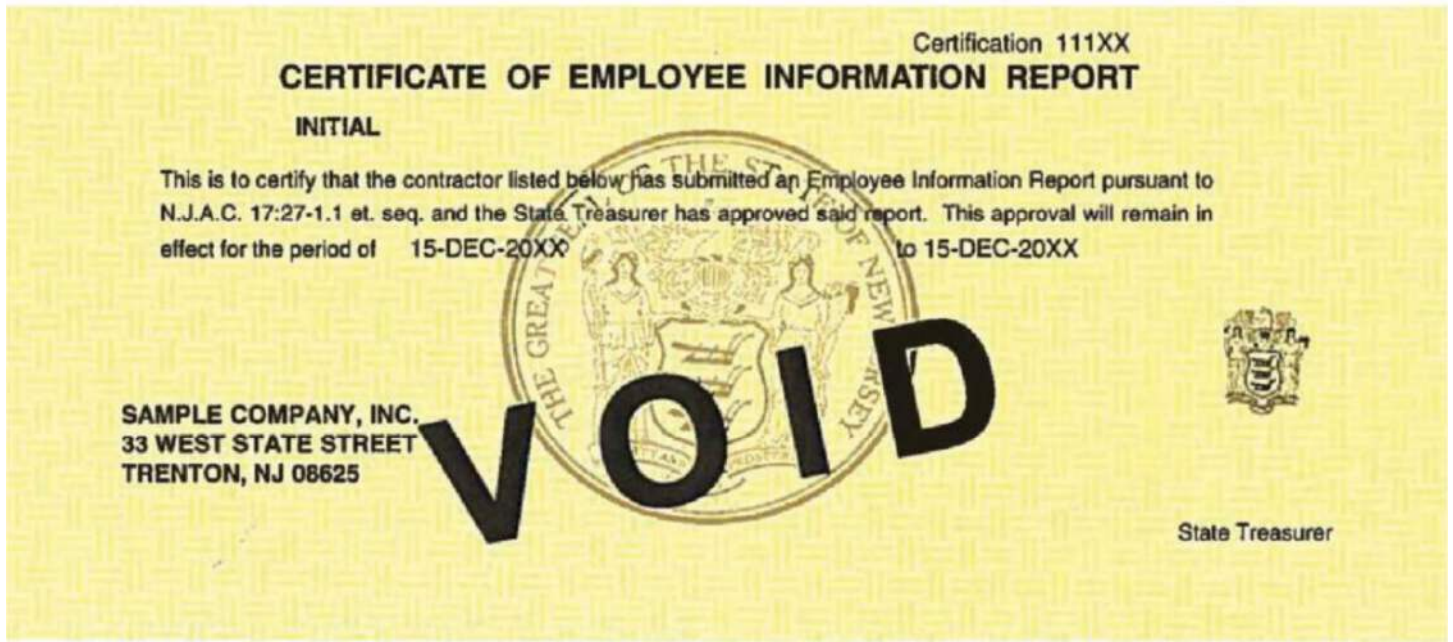
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. 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;
- b. 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;
- c. 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
- d. 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.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, The **FUND** ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		<i>John S. Tully</i> Acting Director
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Fund** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Fund** to notify the **Fund** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Fund** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. If additional space is required, the respondent shall add additional sheets which identify the question being answered.

Number of years in business under present name & address:

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: _____. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Please provide at least 3 references below:

Name:	
Phone:	
Address:	
Equipment/Service Provided:	
Contract Amount:	

Name:	
Phone:	
Address:	
Equipment/Service Provided:	
Contract Amount:	

Name:	
Phone:	
Address:	
Equipment/Service Provided:	
Contract Amount:	

Name:	
Phone:	
Address:	
Equipment/Service Provided:	
Contract Amount:	

PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A - 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions, please contact ELEC at: 1-888-313-ELEC (toll free in NJ) or 609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 **Fund** 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 **Fund** to notify the **Fund** 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 **Fund** and that the **Fund** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		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

ELIZABETH MAHER MUOIO
State Treasurer

TAHESHA L. WAY
Lt. Governor

AMY F. DAVIS
Acting Director

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

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

List Date: January 1, 2024



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED
ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendor¹”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative

Date

Print Name and Title of Vendor’s Authorized Representative

Vendor’s FEIN

Vendor’s Name

Vendor’s Phone Number

Vendor’s Address (Street Address)

Vendor’s Fax Number

Vendor’s Address (City/State/Zip Code)

Vendor’s Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024