

# Southern Skylands Regional Health Insurance Fund

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Parsippany, NJ 070524  
Executive Director: Brandon Lodics

MELISSA A. KOSENSKY, QPA, CCPO, RPPO  
*Purchasing Agent*

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## NOTICE OF RFP

### Professional and Exempt Services

The Southern Skylands Regional Health Insurance Fund is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed responses will be received by the Purchasing Agent on or by **October 23, 2024 at 4:00pm** in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened for:

#### **Contract 25-01 – 3.1-3.3**

#### **3.1 Auditing and Accounting Services**

#### **3.2 Legal Services**

#### **3.3 Actuary Services**

RFP responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the "**RFP TITLE NAME & CONTRACT #**" on the outside, addressed to Melissa A. Kosensky, Purchasing Agent, at the address above.

Specifications and instructions may be obtained at the on the Fund Website, <https://southernkylandshif.com>.

Any RFP Addenda will be issued on the website and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

Melissa A. Kosensky, QPA, CCPO, RPPO  
Purchasing Agent  
Legal Publication Date: October 4, 2024

## 1. **Introduction**

The Southern Skylands Regional Health Insurance Fund (Fund) requires proposals furnishing and delivery of professional services of Actuary, Auditor and Legal Services, funds and activities under control of the Southern Skylands Regional Health Insurance Fund.

## 2. **Administrative Conditions and Requirements**

The following items express the conditions and requirements of this RFP. Together with the other RFP sections, they apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Fund to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the Fund, will become part of any contract awarded as a result of this RFP.

### 2.1 **Schedule**

The dates established for respondent proposals, proposal review, Proposer selection and project initiation are:

- |    |                                  |                        |
|----|----------------------------------|------------------------|
| 1. | Release of RFP                   | October 4, 2024        |
| 2. | Questions and Clarifications Due | October 16, 2024       |
| 3. | Proposal Due Date                | October 23, 2024       |
| 4. | Evaluation Completed             | November 2024          |
| 5. | Governing Body Action            | November/December 2024 |

### 2.2 **Proposal Submission Information**

Submission Date and Time:  
**October 23, 2024 at 4:00 P.M.**

One (1) Original **signed in ink** & two (2) copies and One (1) copy on CD or USB Flash Drive .pdf format of the RFP response.

**Three (3) ring binders or elaborate binding is unnecessary.**

#### **Submission Office:**

Office of the Purchasing Agent  
Administration Building – 3<sup>rd</sup> Floor  
20 Grove Street  
Somerville, NJ 08876

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be **signed in ink** and marked to distinguish it from the seven (7) copies. **Faxed or emailed proposals will NOT be accepted.**

Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal.

## 2.3 Reserved

## 2.4 Fund Representative for this Solicitation

Please direct all questions in writing to:

Melissa A. Kosensky, QPA, CCPO, RPPO

Purchasing Agent

Voice: 908-231-7043

Fax: 908 575-3917

Email: [PurchasingDiv@co.somerset.nj.us](mailto:PurchasingDiv@co.somerset.nj.us)

Questions by prospective respondents concerning this RFP may be addressed to Melissa A. Kosensky, QPA, CPPO, RPPO, Purchasing Agent for the Southern Skylands Regional Health Insurance Fund in writing via fax at 908-575-3917 or by email: [PurchasingDiv@co.somerset.nj.us](mailto:PurchasingDiv@co.somerset.nj.us). Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. ***NO*** employee of the Southern Skylands Regional Health Insurance Fund is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addendum.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents ***only*** by written addendum issued by the Purchasing Agent of the Southern Skylands Regional Health Insurance Fund.

Please identify the contract name, number and note Request for Information as the subject line when submitting a request by fax or email.

## 2.5 Interpretations and Addenda

- A. The respondent understands and agrees that its proposal is submitted on the basis of the scope of work prepared by the Fund. The respondent accepts the obligation to become familiar with these specifications.
- B. Respondents are expected to examine the scope of work and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by respondent should be promptly reported in writing to the Purchasing Agent. In the event the respondent fails to notify the Fund of such ambiguities, errors or omissions, the respondent shall be bound by the proposal.
- C. No oral interpretation of the meaning of the scope of work will be made to any potential respondent. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line, at [PurchasingDiv@co.somerset.nj.us](mailto:PurchasingDiv@co.somerset.nj.us). In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the proposals.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the scope of work and will be distributed to all prospective respondents. All addenda so issued shall become part of the specification and RFP documents and shall be acknowledged by the respondent by completing the Acknowledgement of Receipt of Addenda form. The Fund's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the Fund shall provide required notice prior to official receipt of proposals to any person who has submitted a response or who has received a RFP package. They will be sent via electronic transmissions to those known recipients of the RFP specifications.

## E. Discrepancies in RFP's

1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Fund of the extended totals shall govern.

## 2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The Fund especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the Fund to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## 2.7 Cost Liability and Additional Costs

The Fund assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the Fund 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 Fund as noted in 2.6, are not to be billed and will not be paid.

## 2.8 Statutory and Other Requirements

### 2.8.1 Compliance with Laws

Any contract entered into between the Proposer and the Fund must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The Proposer 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.

### 2.8.2 Mandatory EEO/Affirmative Action Evidence - N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

#### 1. Goods, Professional Services and Service Contracts

Each Proposer 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.

- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency 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
- iii. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

### **2.8.3 New Jersey Anti-Discrimination – N.J.S.A. 10:2-1**

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Proposer shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

### **2.8.4 Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Proposer is obligated to comply with the Act and hold the Fund harmless.

### **2.8.5 Ownership Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Fund a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder 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% 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. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

### **2.8.6 Non-Collusion Affidavit - N.J.S.A. 52:34-15**

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

### **2.8.7 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44**

Pursuant to N.J.S.A. 52:32-44, Southern Skylands Health Insurance 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 Proposer shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

- (1) The Proposer shall not enter into a contract with a subcontractor unless the subcontractor first provides the Proposer with a valid proof of business registration.
- (2) The Proposer 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 Proposer 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 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 in 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 [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the Proposer 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 \$25.00 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.

### **2.8.8 "Pay to Play" – Notice of Disclosure Requirement**

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](http://www.elec.state.nj.us).

### **2.8.9 Assign, Sublet or Transfer Any Rights/Interests**

Neither the Fund nor the Proposer 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 Proposer.

### **2.8.10 Insurance and Indemnification**

If it becomes necessary for the Proposer, either as principal or by agent or employee, to enter upon the premises or property of the Fund in order to construct, erect, inspect, make delivery

or remove property hereunder, the Proposer hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The Proposer shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

### **Indemnification**

The Proposer agrees to indemnify and save harmless the Fund, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Proposer or those acting under Proposer to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

### **Insurance Requirements:**

**The proposer 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).**

### **Comprehensive General Liability Insurance Coverage**

This insurance shall be 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:

- A. \$2,000,000 General Aggregate per location/per job
- B. \$2,000,000 Products/Completed Operations
- C. \$1,000,000 Personal Injury & Advertising Injury
- D. \$1,000,000 Each Occurrence Combined Single Limit for Bodily Injury and Property Damage

The coverage shall include:

- A. Premises/Operations
- B. Independent Contractors/contingent liability for the operations of subcontractors involved in the performance of work
- C. Contractual liability
- D. 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

### **Comprehensive Automobile Liability Insurance**

This insurance shall cover the 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.

### **Workers' Compensation Insurance**

This 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.

### **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.

### **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.

### **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.

### **Cyber Liability**

The respondent 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, fine 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
6. Extortion demand from cyber attackers who have the data breach

### **2.8.11 Health Insurance Portability and Accountability Act of 1996 - 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 Proposer 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 Proposer, by execution of the contract, shall thereby indemnify and hold the Fund harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the Proposer 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.

### **2.8.12 Reserved**



### **2.8.13 Disclosure of Investment Activities in Iran – P.L. 2012, c.25**

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the Fund is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

### **2.8.14 Prompt Payment – Goods & Services P.L. 2019, C.127 (LFN 2019-02 1/23/19)**

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a “business concern” under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law’s effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines “Business Concern” as any person engaged in a trade or business, including a private nonprofit entity operating as an independent Proposer, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a “public utility” as defined in N.J.S.A. 48:2.13.

## **2.9 Public Emergency**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Fund opts to extend terms and conditions of this RFP, the Proposer 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 Proposer cannot meet this requirement, the Fund may solicit the goods and/or services from any bidder on this contract.

## **2.10 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.

## **2.11 Subcontractors**

The Fund will consider the primary Proposer to be the sole point of contact with regard to contract matters. The primary Proposer will be required to assume sole responsibility for delivery of all services.

### **2.11.1 Use of Sub-consultants**

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work is met. Any sub-consultants must be identified in the same manner as the primary consultant.

## **2.12 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 Fund may then, at its option, accept the proposal of another respondent.

### **2.13 Commencement of Work**

The Proposer agrees to commence work after the date of award by the Fund.

### **2.14 Time of Completion**

It is hereby understood and mutually agreed, by and between the respondent and the Fund, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the Fund.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the Fund, that the time of completion of the services described herein is a reasonable time for the completion of it.

### **2.15 Termination of Contract**

If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Proposer violates any requirements of the Contract, the Fund shall thereupon have the right to terminate the Contract by giving written notice to the Proposer of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Fund of any obligation for the balances to the Proposer of any sum or sums set forth in the Contract.

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

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

### **2.16 Non-Allocation of Funding Termination**

Each fiscal year payment obligation of the Fund is conditioned upon the availability of Fund 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 Proposer hereunder, whether in whole or in part, the Fund at the end of any particular fiscal year may terminate such services. The Fund will notify the Proposer 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 Fund to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party Proposer.

### **2.17 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 Southern Skylands Regional Health Insurance Fund by notice to each party.

**2.18** The Fund and the Proposer 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.

**2.19** The terms of this contract 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.

### **2.20 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 Fund or the award of contract.

### **2.21 Payment**

Invoices shall be submitted monthly and must 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, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

The Fund 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.

### **2.22 Non-payment of Penalties and Interest on Overdue Bills**

Public funds may be used to pay only for goods delivered or services rendered. Somerset 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 Fund to pay additional fees.

### **2.23 Ownership of Material**

The Fund shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Fund to the Proposer for the purpose of assisting the Proposer in the performance of this contract. All such items shall be returned immediately to the Fund 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 Fund, be disclosed to others or used by the Proposer or permitted by the Proposer 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 Fund pursuant to this contract shall belong exclusively to the Fund. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Fund upon completion of the project. The Proposer 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 Fund. All information supplied to the Fund may be required to be supplied on CD-ROM/USB flash drive media compatible with the Fund's computer operating system windows based, Microsoft Office 2010.

Under state and federal statutes, certain government records are protected from public disclosure. The Fund, the Proposer and any Sub Proposers have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally the Proposer and any Sub Proposers may be privy to sensitive law enforcement information or investigations during their review

which must remain confidential. The Fund reserves the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Proposer and any Sub Proposer(s) are prohibited from the sale or distribution of all supplied information to any third party.

#### **2.24 Source of Scope of Work/RFP Packages**

Official Fund Request for Proposal (RFP) packages are available from <https://southernkylandshif.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 Fund is not responsible for third party supplied RFP documents.

#### **2.25 Altering Official Document**

Respondents shall not write in any margins or alter the official content of Somerset Fund RFP document.

#### **2.26 RFP Preparation of Forms**

RFPs **must be signed in ink by the respondent**; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

#### **2.27 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: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf).

#### **2.28 Russia/Belarus Business Prohibition P.L. 2022, c.3**

All potential bidders/respondents must attest on the form provided, of their status of engagement in prohibited activities in Russia or Belarus. Certification requires that you review the Entity List provided by the Department of Treasury, (link provided on the form), then check off the appropriate box and complete the form.

### **3. Scope of Work**

#### **3.1 Auditing and Accounting Services**

The following are the minimum threshold requirements for persons and/or firms to be considered for auditing/accounting services.

1. Perform all of the duties of Auditor for the FUND as are set forth in the FUND's Bylaws, the Risk Management Plan, any applicable Excess Fund's Bylaws, applicable statutes, regulations and policies adopted by the Executive Committee.
2. Provide an annual audit of the financial statements of the FUND for the period ending December 31, 2024. The audit shall be made in accordance with generally accepted auditing standards and in compliance with the audit requirements as prescribed by the Division of Local Government Services, New Jersey Department of Community Affairs, and the Commissioner of Insurance of the State of New Jersey and, accordingly, will include such tests of accounting records and other such auditing procedures as will be considered necessary in the circumstances.
  - a. The audit shall be reported by the service provider in a form acceptable to the Division of Local Government Services and the Commissioner of Insurance.
  - b. The audit as of December 31, 2024 shall be completed and presented no later than May 1, 2025.
3. Submit to the FUND's Executive Committee a Management Letter containing recommendations, comments, and suggestions concerning internal control and accounting procedures deemed necessary. The SERVICE PROVIDER will meet with the FUND's Executive Committee to review the Audit Report and the Management Letter as requested.
4. The examination specified herein shall comply with all applicable provisions of the New Jersey Statutes. As a part of the examination, the service provider will consider the internal control structure of the FUND, the objective of which is to determine the auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on the internal control structure. However, the service provider will report to the FUND any reportable conditions in the internal control structure that come to the service provider's attention during the course of the examination.
5. During the course of the examination, should any situation develop which would cause the service provider to believe that defalcation exists, or that the records are not sufficient to allow the auditor to render an opinion, the service provider will promptly notify the Executive Committee of the situation and outline the specific corrective action to be taken, including any audit scope changes that will be required and the approximate costs to be incurred.
6. Perform such other services, as are necessary and customarily incidental to the office of FUND Auditor.
7. Attend, through its designated representative, such meetings of the FUND's Executive Committee as may be requested by the Executive Committee and Executive Director/Administrator.
8. Assist, where requested, in the preparation of the FUND's budget and members' assessments.
9. Professionally perform such other duties as may be determined by the FUND's Executive Committee.
10. Make no change in the designated representative without the consent of the FUND's Executive Committee.
11. Unless the Commissioner of Insurance otherwise permits, the service provider shall handle, to conclusion, all claims and other obligations incurred during the contract period.

12. The service provider shall comply with the applicable data transmission, security, and privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, including but not limited to, the requirements set forth (and as outlined) in Attachment 1, Business Associate Contract Provisions, which is attached hereto and made a part hereof.

### **Fee Schedule**

Respondents shall submit a proposed hourly rate fee schedule and per diem fees for other services or types of activities.

### **3.3 Actuary Services**

The following are the minimum threshold requirements for persons and/or firms to be considered for actuary services.

1. Attend, through its designated representative, such meetings of the FUND's Executive Committee as may be reasonably required.
2. Review all new applicants to the FUND, compute annualized loss projections by line of coverage and assist the FUND's Program Manager in developing an appropriate assessment.
3. On a quarterly basis calculate the incurred but not reported (IBNR) claims for the purpose of establishing loss reserves in conjunction with the case reserves established by the FUND's Claim Service Company. All calculations must be submitted to the FUND's Executive Director/Administrator and Auditor within forty-five (45) days of the close of each Fund year. The FUND will provide service provider with necessary data to complete the work with at minimum of four weeks prior to the desired due date.
4. Certify loss reserves, reserves for "Incurred But Not Reported" (IBNR) losses and unearned assessments.
5. Certify the adequacy of the next FUND year's budgeted loss fund accounts by November 15 of the current FUND year. The FUND will provide service provider with necessary data to complete the work with at minimum of four weeks prior to the desired due date.
6. Unless the Commissioner of Insurance otherwise permits, the service provider shall handle, to conclusion, all claims and other obligations incurred during the contract period.
7. Provide actuarial memoranda and other documents to the New Jersey Department of Insurance, upon its request.
8. Professionally perform such other duties as may be determined by the FUND's Executive Committee, by the FUND's Bylaws, any applicable Excess Fund's Bylaws, N.J.S.A. 40A:10-36 as well as the regulations under N.J.A.C. 11:15-3.1 and agreed to by the SERVICE PROVIDER in accordance with applicable professional standards.
9. Service provider shall comply with the applicable data transmission, security, and privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, including but not limited to, the requirements set forth (and as outlined) in Attachment 1, Business Associate Contract Provisions, which is attached hereto and made a part hereof.

### **Fee Schedule**

Respondents shall submit a proposed hourly rate fee schedule and per diem fees for other services or types of activities.

### **3.2 Legal Services**

Professional legal services for the Southern Skylands Regional Health Insurance Fund. The following is the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admitted to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before the Office of Administrative Law and the State Superior Court.
4. Knowledge relating to:
  - a. The finance and operation of local governmental entities in New Jersey;
  - b. The management of a governmental entity comprised of numerous governmental entities and involving numerous vendors;
  - c. Health coverage matters involving New Jersey governmental entities;
  - d. The regulations of the Department of Banking and Insurance and the Department of Community Affairs pertaining to joint insurance;
  - e. Handle claims against the SSRHIF or the member entities where the SSRHIF is obligated to provide a defense, and to supervise the work of such attorneys who shall not be a member of the same law firm, except with the consent of the SSRHIF;
  - f. To provide reports to the Southern Skyland Regional Health Insurance Fund on such matters and at such times as the SSRHIF may direct;
  - g. Assist the Executive Director and the Claims Service Company in the analysis of claims to prevent future similar occurrences, with periodic reports to the SSRHIF with such recommendations as may, in the opinion of the attorney, assist in the reduction of claims;
  - h. Coordinate the handling of litigated claims with the Claims Service Company and with attorneys approved by the SSRHIF;
  - i. Assist in developing Personnel Policies & Procedures Manual;
  - j. Other services as may be required by the SSRHIF Commissioners, Executive Director, the SSRHIF Bylaws, the Risk Management Plan and/or the statutes or regulations pertaining to the SSRHIF.

### **Fee Schedule**

Respondents shall submit a proposed hourly rate fee schedule and per diem fees for other services or types of activities.





## USE ADDITIONAL SHEET IF NECESSARY

### **4. Proposal Requirements**

#### **4.1 Qualification Statement and Proposal**

A statement is to be provided by the respondent who will serve as the primary Proposer. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

#### **4.2 Key Personnel Information**

The respondent shall provide the identity and the professional credentials of the principals and other key personnel either working for the Proposer and their areas of responsibilities.

#### **4.3 Subcontractors**

Respondents may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The respondent understands that if selected, the Fund prior to initiating any subcontracted work, must approve the use of subcontractors in writing. (Refer to Section 2.11 and Item 2.11.1 for more details)

#### **4.4 Proposal Forms**

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Ownership Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities in Iran
7. Russia/Belarus Business Prohibition

#### **4.5 Location of Servicing Office**

The proposal must list the location and address of the present, active office that will service and manage this contract.

### **5. Evaluation, Review and Selection Process**

#### **5.1 Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal. The Fund will either award the Contract within the applicable time period or reject all proposals.

The Fund may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the Fund, be held for consideration for such longer period as may be agreed.

## **5.2 Rejection of Proposals**

The Fund reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Fund that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Fund reserves the right to waive any minor informality in the RFP.

## **5.3 Evaluation Process**

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The Fund reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

## **5.4 Evaluation Criteria**

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

### **5.4.1 Understanding of the Requested Work**

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

### **5.4.2 Knowledge and Technical Competence**

This includes the ability of the respondent to perform all the tasks and fulfill adequately the stated requirements.

### **5.4.3 Management, Experience and Personnel Qualifications**

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The 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 the Proposal. (See 4.1 and 4.2).

**A detailed project plan and timeline (Gantt Chart) for completing Scope of Work to meet the expected January 1, 2025 effective date.**

### **5.4.4 Ability to Complete the Project/Services in a Timely Manner**

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

#### **5.4.5 Cost**

Any services not included as part of any resulting contract scope of services must be approved and authorized by the Fund before such work is initiated. The Fund shall pay for such approved services, at the rate or cost agreed upon between the Fund and Proposer, provided the respondent has provided a schedule of fees for additional services with this RFP.

### **5.5 Payment**

Invoices shall be submitted monthly and must 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, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

The Fund 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.

### **5.6 Term of the contract**

January 1, 2025 - December 31, 2024

### **5.7 Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

**SOUTHERN SKYLANDS REGIONAL HEALTH INSURANCE FUND  
RFP DOCUMENT CHECKLIST**

<b>Required With RFP</b>		<b>Read, Signed &amp; Submitted Respondent's Initial</b>
<b>A.</b>	<b><u>FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP</u></b>	
<input checked="" type="checkbox"/>	Ownership Disclosure Form	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/>	Proposal Cost Form/Signature Page	_____
<input type="checkbox"/>	Other:	_____
<input type="checkbox"/>	Other:	_____
<b>B.</b>	<b><u>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</u></b>	
<input checked="" type="checkbox"/>	Business Registration Certificate – Respondent – Prefer with RFP Response. Required by Law prior to award of contract.	_____
<input type="checkbox"/>	Business Registration Certificate – Designated Subcontractors(s) – Prefer with RFP Response. Required by Law prior to award of contract.	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire– Submit Copy of State Certificate of Employee Information Report – Prefer with RFP Response. Required by Law prior to execution of contract.	_____
<input checked="" type="checkbox"/>	License(s) or Certification(s) Required by the Specifications – RFP Response.	_____
<input checked="" type="checkbox"/>	Certificates of the Required Insurance naming Fund Additionally Insured – Prefer with RFP Response. Required by Law prior to award of contract.	_____
<input type="checkbox"/>	Evidence of Medical Malpractice or Professional Liability Insurance - Supply certificate prior to processing a purchase order.	_____
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran- Prefer with RFP response. Required by law prior to award of contract.	_____
<input checked="" type="checkbox"/>	Disclosure of Prohibited Activities in Russia or Belarus, N.J.S.A. 52:32-60.1, et seq. P.L. 2022, c.3 – Prefer with RFP response. Required by law prior to award of contract.	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) – Prefer with RFP Response.	_____
<b>C.</b>	<b><u>FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF RFP MAY BE CAUSE FOR REJECTION</u></b>	
<input checked="" type="checkbox"/>	Qualification Statement	_____
<input checked="" type="checkbox"/>	Key Personnel Information	_____
<input checked="" type="checkbox"/>	Three (3) references for similar projects	_____
<input type="checkbox"/>	Projected project plan and timeline (Gantt Chart)	_____
<input type="checkbox"/>	Other:	_____
<b>D.</b>	<b><u>READ ONLY</u></b>	
	Americans With Disability Act of 1990 Language	_____

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

Name of Respondent: \_\_\_\_\_ Date: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**SOUTHERN SKYLANDS REGIONAL HEALTH INSURANCE FUND  
PROPOSAL COST FORM/SIGNATURE PAGE**

**TO THE SOUTHERN SKYLANDS REGIONAL HEALTH INSURANCE FUND BOARD OF FUND COMMISSIONERS:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

**3.1 Auditing and Accounting Services - Schedule of Fees to be attached by Respondent**

**Statutory Audit Flat Rate: \$\_\_\_\_\_**

**3.2 Legal Services - Schedule of Fees to be attached by Respondent**

**3.3 Actuary Services – Schedule of Fees to be attached by Respondent**

**Annual Flat Rate: \$\_\_\_\_\_**

The undersigned is a \_\_\_\_\_  
(Corporation)  
(Partnership) under the laws of the State of \_\_\_\_\_ having its  
(Individual)

Principal office at \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email Address

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

# Southern Skylands Regional Health Insurance Fund

## OWNERSHIP DISCLOSURE FORM

**BID SOLICITATION #:** \_\_\_\_\_ **VENDOR {BIDDER}:** \_\_\_\_\_

### PART 1

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

- |                                                                                                                                                                                                               | <u>YES</u>               | <u>NO</u>                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a <b>10% or greater</b> interest in the Vendor {Bidder}?                                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.<br/>IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2-4 BELOW.</b>                                                        |                          |                          |
| 2. Of those parties owning a <b>10% or greater</b> interest in the Vendor {Bidder}, are any of those parties individuals?                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a <b>10% or greater</b> interest in the Vendor {Bidder}, are any of those parties <b>corporations, partnerships, or limited liability companies</b> ?                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is <b>"YES"</b> , are there any parties owning a <b>10% or greater</b> interest in the <b>corporation, partnership, or limited liability company</b> referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the Vendor {Bidder} incorporated as a not-for-profit organization?                                                                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION.<br/>IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.</b>             |                          |                          |

### PART 2

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".**

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

#### INDIVIDUALS

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

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

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

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

**Attach Additional Sheets If Necessary**

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

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	_____	<b>ZIP</b>

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	_____	<b>ZIP</b>

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	_____	<b>ZIP</b>

**Attach Additional Sheets If Necessary**

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

**PART 3**  
**PUBLICLY TRADED PARENT COMPANY DISCLOSURE**

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<b>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</b>	<b>PAGE #</b>

**Attach Additional Sheets if Necessary**

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Fund of Somerset, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Fund, permitting the Fund to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
*Signature (Do not enter Vendor ID as a signature)*

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

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

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

**SOUTHERN SKYLANDS REGIONAL HEALTH INSURANCE FUND  
NON-COLLUSION AFFIDAVIT  
(N.J.S.A. 52:34-15)**

**State of** \_\_\_\_\_

**Fund of** \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)

in the Fund of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,

being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the Company of \_\_\_\_\_  
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered \_\_\_\_\_,  
(Contract #)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above numbered project; and that

all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Fund relies upon the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

(Name of Firm/Company)

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Type of Print Name of Affiant)



**SOUTHERN SKYLANDS REGIONAL HEALTH INSURANCE FUND  
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 successful respondents are required to submit evidence of appropriate affirmative action compliance to the Fund and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Fund files to determine whether the affirmative action evidence has been submitted by the vendor/Proposer. Specifically, each vendor/Proposer shall submit to the Fund, prior to 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 Fund 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 photo static copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Fund 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. Certificates 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 photo static copy of such approval.**

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 Fund. 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 [www.state.nj.us/treasury/contract\\_compliance](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 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.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said Proposer fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

**SOUTHERN SKYLANDS REGIONAL HEALTH INSURANCE FUND**  
**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 Proposer agrees as follows:

The Proposer 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 Proposer 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 Proposer 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 Proposer or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, 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 Proposer 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 Proposer's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Proposer 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 Proposer 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 Proposer 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 Proposer 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:

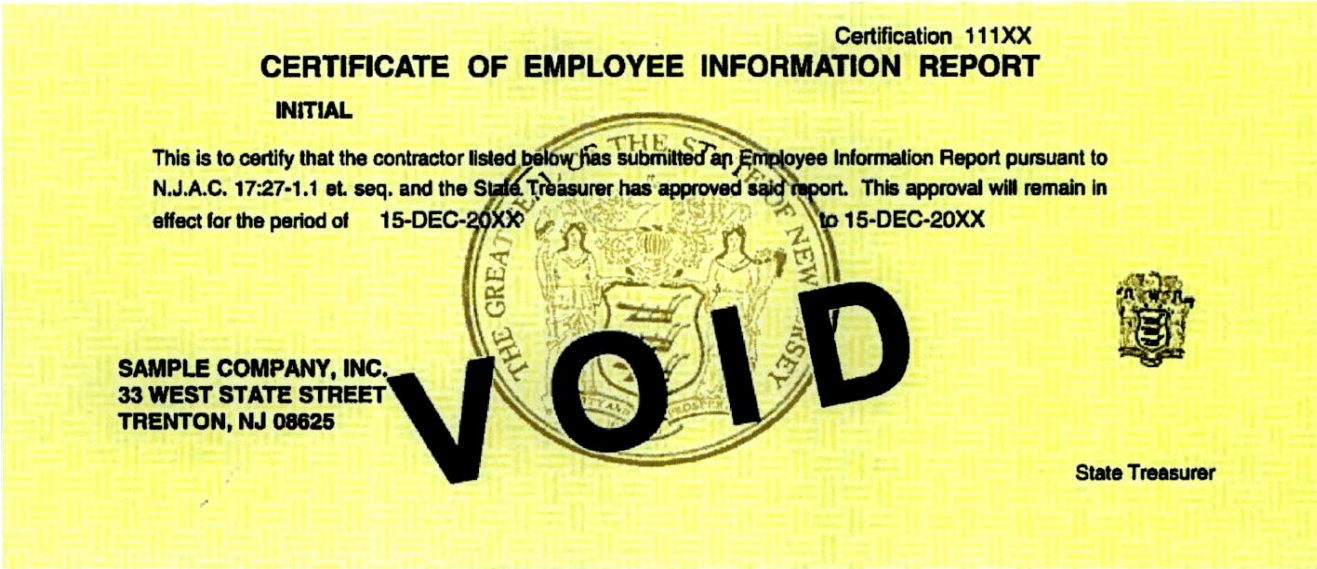
Letter of Federal Affirmative Action Plan Approval

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](http://www.state.nj.us/treasury/contract_compliance)).

The Proposer and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT**



## **SOUTHERN SKYLANDS REGIONAL HEALTH INSURANCE FUND**

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The Proposer and the Fund, do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Fund pursuant to this contract, the Proposer agrees that the performance shall be in strict compliance with the Act. In the event that the Proposer, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Proposer shall defend the Fund in any action or administrative proceeding commenced pursuant to this Act. The Proposer shall indemnify, protect, and save harmless the Fund, 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 Proposer 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 Fund's grievance procedure, the Proposer agrees to abide by any decision of the Fund which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Fund, or if the Fund incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Proposer shall satisfy and discharge the same at its own expense.

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

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

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

**SOUTHERN SKYLANDS REGIONAL HEALTH INSURANCE FUND**

THESE ARE **SAMPLES** OF THE **ONLY** TWO ACCEPTABLE  
**BUSINESS REGISTRATION CERTIFICATES**

PREFER SUBMITTED WITH RFP RESPONSE  
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

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  
FORM-BRC(08-01)

*John S. Tully*  
Acting Director

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

 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

**SOUTHERN SKYLANDS REGIONAL HEALTH INSURANCE FUND**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Respondent)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**

# Southern Skylands Regional Health Insurance Fund

## Disclosure of Investment Activities in Iran

<b>Bidder Name:</b>	
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### Part 1: Certification

*BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of 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 party.

#### **Check the Appropriate Box**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and 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 bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFOMRATION RELATED TO INVESTEMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activates in Iran on additional sheets provided by you.
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### Part 3: Certification

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 Southern Skylands Regional Health Insurance 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 Southern Skylands Regional Health Insurance Fund to notify the Southern Skylands Regional Health Insurance 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 Southern Skylands Regional Health Insurance Fund and that the Southern Skylands Regional Health Insurance Fund at its option may declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law 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.

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*(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

<sup>i</sup> 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