

**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**GENERAL LIABILITY DEFENSE COUNSEL**  
**AND WORKERS' COMPENSATION DEFENSE COUNSEL**

Issued by the  
The Burlington County Insurance Fund Commission (BCIC)

Date Issued: October 5, 2020

Responses Due by: October 21, 2020 3:00 PM

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**FOR GENERAL LIABILITY DEFENSE COUNSEL AND**  
**WORKERS' COMPENSATION DEFENSE COUNSEL**

**I. PURPOSE AND INTENT**

Through this Request for Qualifications (RFQ), the Burlington County Insurance Fund Commission (hereinafter the "Commission") seeks to engage one or more Service Providers as General Liability Defense Counsel for the 2021 fund year commencing January 1, 2021 or upon appointment, whichever is later. The BCIC also seeks to engage one or more Service Providers as Workers' Compensation Defense Counsel for the 2021 fund year commencing January 1, 2021 or upon appointment, whichever is later. These contracts will be awarded through a "fair and open" process proposal submission. Please note that Service Providers submitting proposals can submit proposals for General Liability Defense Counsel only, Workers' Compensation Defense Counsel only, or for both.

**II. PROPOSAL SUBMISSION**

Submit (a) one original paper copy, clearly marked as the "ORIGINAL" plus (b) three additional exact copies. The proposal must be addressed to:

Cathy Dodd, CISR, Senior Account Manager  
PERMA Risk Management Services  
9 Campus Drive, Suite 216  
Parsippany, NJ 07054

The proposal must be received by October 21, 2020 at 3:00 p.m.

**Faxed or E-Mailed proposals will NOT be accepted.**

Any inquiry concerning this RFQ should be directed in writing to:

Cathy Dodd, CISR, Senior Account Manager  
PERMA Risk Management Services  
9 Campus Drive, Suite 216  
Parsippany, NJ 07054

This Request for Qualifications is to solicit professional services. All documents and information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The Commission will not be responsible for any costs associated with the oral and/or written presentation of the proposals. The Commission reserves the right to reject any and all proposals in whole or in part and waive such informalities as may be permitted by law. The Commission further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. The Commission reserves the right to negotiate contracts for such services and seek amendments to any proposal.

### **III. GENERAL INFORMATION ON THE FUNCTIONS OF THE COMMISSION**

The Commission is organized pursuant to N.J.S.A. 40A:10-6 to provide property/casualty insurance and workers' compensation insurance to its members. The Commission is controlled by a Board of Commissioners. The Commission is regulated by the State of New Jersey Department of Banking and Insurance and the Department of Community Affairs.

### **IV. MINIMUM QUALIFICATIONS FOR GENERAL LIABILITY DEFENSE COUNSEL**

1. The responder shall demonstrate a consistent pattern of providing legal services to public entities, joint insurance funds or self-insured governmental entities, and the responder must specify the results that have been achieved.
2. The responder must demonstrate a consistent and effective pattern of successfully defending governmental agencies in general liability (including automobile and civil rights) litigation. The responder must demonstrate that it has managed the litigation of General Liability matters through Trial.
3. The responder must designate and provide resumes for all attorneys who are requested to serve as Assigned Defense Counsel or Approved Associates.
4. The responder shall be required to comply with the Standard Provisions which are attached to this RFQ as Exhibit "C".

### **V. MINIMUM QUALIFICATIONS FOR WORKERS' COMPENSATION DEFENSE COUNSEL**

1. The responder shall demonstrate a consistent pattern of providing defense of Workers' Compensation claims on behalf of public entities, joint insurance funds or self-insured governmental entities, and the responder must specify the results that have been achieved.
2. The responder must demonstrate a consistent and effective pattern of successfully representing governmental agencies in Workers' Compensation proceedings. The responder must demonstrate that it has managed the defense of Workers' Compensation claims through final hearings.
3. The responder must designate and provide resumes for all attorneys who are requested to serve as Assigned Defense Counsel or Approved Associates.

4. The responder shall be required to comply with the Standard Provisions which are attached to this RFQ as Exhibit "C".

## **VI. MANDATORY CONTENTS OF PROPOSAL**

In its proposal, the responder must include the following:

- 1) Contact information: Provide the name and address of the firm, the name, telephone number, fax number, and email address of the individual responsible for the preparation of the proposal.
- 2) The hourly rate to be billed by Assigned Defense Counsel, Approved Associates and Paralegals is determined annually by the Commission. The hourly rates for 2021 are not to exceed as follows: Assigned Defense Counsel - \$175.00 per hour; Approved Associates - \$165.00 per hour; and Paralegals - \$100.00 per hour. The rates include all reasonable office expenses. Applicants are to submit the hourly rates they are proposing for Assigned Defense Counsel, Approved Associates and Paralegals during the term of the Service Contract.
- 3) A statement detailing how the responder meets the minimum qualifications listed in Section IV. List the first item followed with the specific response, followed with the next item and the response, and so on. Also include a staffing plan listing those persons who will be assigned to the engagement if selected, including the designation of the person who would be the responder's employee responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information shall further include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the responder.
- 4) A description of the responder's experience in performing services of the type described in this RFQ. Specifically identify client size and specific examples of similarities with the scope of services required under this RFQ.
- 5) A description concerning specific and quantifiable cost savings the responder can demonstrate from similar engagements and the rationale why the Commission should consider this experience when evaluating the responder.
- 6) A description of resources of the responder (i.e. background, location, experience, staff resources, financial resources, other resources, etc.).
- 7) The location of the office or offices at which the responder proposes to perform services required under this RFQ.
- 8) At least three references including the contact names, titles and phone numbers.
- 9) Any existing or potential conflicts of interest. Disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, the Commission or any Members.
- 10) A completed Statement of Ownership form attached as Exhibit "D."

## **VII. INTERVIEW & CLARIFICATION**

The Commission reserves the right but has no obligation to interview any or all of the responders and the right to request clarifying information subsequent to submission of the proposal.

## **VIII. SELECTION PROCESS AND CRITERIA**

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy the minimum requirements, the Commission will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- a) The vendor's general approach to providing the services required under this RFQ.
- b) The vendor's documented experience in successfully handling General Liability and/or Workers' Compensation matters for public entities.
- c) The qualifications and experience of the vendor's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully handling either General Liability litigation for public entities or representing public entities in Workers' Compensation matters.
- d) The overall ability of the vendor to mobilize, undertake and successfully complete the engagement. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this RFQ; and the availability and commitment to the engagement of the vendor's management, supervisory and other staff proposed.

## **IX. MISCELLANEOUS**

A copy of the responder's State of New Jersey Business Registration Certificate must be submitted prior to award of any contract. The State Division of Revenue issues Business Registration Certificates. There is no cost to file, and renewal is unnecessary, though changes to information must be submitted.

Information on how a business can obtain a certificate is on the Internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

**Exhibit "A" - REQUEST FOR QUALIFICATION  
 BURLINGTON COUNTY INSURANCE FUND COMMISSION  
 QUALIFICATIONS EVALUATION CRITERIA - LIABILITY DEFENSE COUNSEL**

CRITERIA	CRITERIA WEIGHT PERCENTAGE*	ELIGIBLE POINTS (1, 3 OR 5)	TOTAL CRITERIA SCORE
1	THE RESPONDER'S PROPOSED APPROACH TO PROVIDING THE SERVICES REQUIRED UNDER THIS RFQ		
2	THE RESPONDER'S DOCUMENTED EXPERIENCE IN SUCCESSFULLY COMPLETING CONTRACTS OF SIMILAR SIZE AND SCOPE		
3	THE QUALIFICATIONS & EXPERIENCE OF THE ATTORNEYS TO BE ASSIGNED TO THE ENGAGEMENT		
4	DEMONSTRATED KNOWLEDGE OF COMMISSION OPERATIONS		
5	DEMONSTRATED KNOWLEDGE OF PUBLIC ENTITY EXPOSURES AND OPERATIONS		
6	DEMONSTRATED KNOWLEDGE OF AND FAMILIARITY WITH STATE AND FEDERAL COURT VICINAGES WHERE CLAIMS ARE LIKELY TO BE HEARD		
7	DEMONSTRATED KNOWLEDGE OF TITLE 59 PROVISIONS AND IMMUNITIES CONTAINED THEREIN		
	<b>TOTALS</b>		

<b>THE COMMISSION SHALL DETERMINE THE WEIGHTING OF EACH CATEGORY BEFORE RESPONSES ARE OPENED AND REVIEWED</b>
<b>*TOTAL WEIGHT PERCENTAGE MUST EQUAL 100</b>
<b>**TOTAL SCORE IS DETERMINED BY MULTIPLYING WEIGHT % AND ELIGIBLE POINTS FOR EACH CATEGORY</b>

**Exhibit "B" - REQUEST FOR QUALIFICATION  
 BURLINGTON COUNTY INSURANCE FUND COMMISSION  
 QUALIFICATIONS EVALUATION CRITERIA - WORKERS' COMPENSATION COUNSEL**

CRITERIA	CRITERIA WEIGHT PERCENTAGE*	ELIGIBLE POINTS (1, 3 OR 5)	TOTAL CRITERIA SCORE
1	THE RESPONDER'S PROPOSED APPROACH TO PROVIDING THE SERVICES REQUIRED UNDER THIS RFQ		
2	THE RESPONDER'S DOCUMENTED EXPERIENCE IN SUCCESSFULLY COMPLETING CONTRACTS OF SIMILAR SIZE AND SCOPE		
3	THE QUALIFICATIONS & EXPERIENCE OF THE ATTORNEYS TO BE ASSIGNED TO THE ENGAGEMENT		
4	DEMONSTRATED KNOWLEDGE OF COMMISSION OPERATIONS		
5	DEMONSTRATED KNOWLEDGE OF PUBLIC ENTITY EXPOSURES AND OPERATIONS		
6	DEMONSTRATED KNOWLEDGE OF AND FAMILIARITY WITH VICINAGES WHERE WORKERS' COMPENSATION CLAIMS ARE HEARD		
7	DEMONSTRATED KNOWLEDGE OF STATUTES AND CASE LAW APPLYING TO WORKERS' COMPENSATION CLAIMS		
	<b>TOTALS</b>		

<p><b>THE COMMISSION SHALL DETERMINE THE WEIGHTING OF EACH CATEGORY BEFORE RESPONSES ARE OPENED AND REVIEWED</b></p>
<p><b>*TOTAL WEIGHT PERCENTAGE MUST EQUAL 100</b></p>
<p><b>**TOTAL SCORE IS DETERMINED BY MULTIPLYING WEIGHT % AND ELIGIBLE POINTS FOR EACH CATEGORY</b></p>

## Exhibit "C"

### STANDARD PROVISIONS Adopted by the COMMISSION

Unless otherwise provided, the following provisions shall apply to the SERVICE CONTRACT between the SERVICE PROVIDER and the COMMISSION:

**INDEMNIFICATION AND HOLD HARMLESS:** SERVICE PROVIDER shall indemnify and hold the Commission, its Commissioners, appointed officials and members harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the Commission, its Commissioners, appointed officials and members, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the COMMISSION harmless from same.

**INSURANCE:** SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the COMMISSION:

Workers' Compensation: Statutory plus \$100,000/\$500,000/\$100,000 for employers' liability:

General Liability: \$1,000,000/\$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: \$1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: \$1,000,000/\$2,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., the SERVICE PROVIDER shall be bonded in a form and amount acceptable to the COMMISSION

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the COMMISSION be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the COMMISSION. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without COMMISSION approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

**TERMINATION:** Both parties retain their right to cancel this Contract, at any time, "without cause," by providing thirty (30) days written notice of their intention to do so. The COMMISSION shall be permitted to terminate the SERVICE PROVIDER immediately, "for cause." If the termination of the SERVICE PROVIDER is "for cause," then in that event, the SERVICE PROVIDER must provide written notification to the COMMISSION within seven (7) days of their notice of termination of their request for a hearing before the COMMISSION. If the SERVICE PROVIDER fails to provide written notice within seven (7) days of their notice of termination, then their right to a hearing shall be deemed to be waived. At a hearing, the COMMISSION, in their sole determination, shall decide whether the termination, "for cause," was appropriate and whether this Contract should be cancelled.

**OWNERSHIP OF RECORDS:** All records and data of any kind relating to the COMMISSION shall belong to the COMMISSION, and shall be surrendered to the COMMISSION upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of two (2) years following any termination or expiration, the COMMISSION, its appointed officials and other designated representatives, as authorized by the COMMISSION, shall have access to records and files maintained by the SERVICE PROVIDER for the COMMISSION during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the COMMISSION are the property of the COMMISSION, regardless of site stored. Information released to the SERVICE PROVIDER by the COMMISSION for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

**INDEPENDENT CONTRACTOR STATUS:** The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of the COMMISSION. No agency relationship between the parties, except as expressly provided for herein, shall exist other as a result of the execution of this Agreement or performance there under.

**ENTIRE AGREEMENT:** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

**NEW JERSEY LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

**BINDING ON SUCCESSORS AND ASSIGNS:** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

**NO ASSIGNMENT:** The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of the COMMISSION.

**MODIFICATION:** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the COMMISSION and the SERVICE PROVIDER.

**NO WAIVER:** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

**PARTIAL INVALIDITY:** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to the COMMISSION.

**CAPTIONS:** The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

**CONFLICT OF INTEREST:** This contract may be voided by the COMMISSION if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the COMMISSION's Bylaws, or in N.J.S.A. 40A:9-22.1, et seq. (the "Local Government Ethics Law").

**PROPRIETARY INFORMATION:** The SERVICE PROVIDER shall not reveal to any third party any information that the COMMISSION has defined as proprietary without the express written consent of the COMMISSION. Failure to comply with this requirement shall represent cause for termination of this Agreement.

**ELECTRONIC MAIL:** The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the COMMISSION and to meet reporting requirements of the Executive Director. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the COMMISSION Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this Contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

**AFFIRMATIVE ACTION:** During the performance of this Agreement, the SERVICE PROVIDER where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 SERVICE PROVIDER 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 SERVICE PROVIDER, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The SERVICE PROVIDER, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the SERVICE PROVIDER's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SERVICE PROVIDER, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The SERVICE PROVIDER agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The SERVICE PROVIDER agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The SERVICE PROVIDER 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.

The SERVICE PROVIDER agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The SERVICE PROVIDER shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**Exhibit "D" - STATEMENT OF OWNERSHIP**

Complete this form only if the Firm is a partnership, corporation or limited liability company.

Check here  if not applicable.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Form of business     corporation     partnership     limited liability

List the names and addresses of all persons (including business entities) who have 10% or more interest in the Firm's firm. If an interest holder is a corporation, name the stockholders holding more than a ten percent interest.

Complete the certification at the bottom of this page.

NAME	ADDRESS	SS#
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that (check one):

- the list of persons named above is current to the best of my knowledge.
- Or
- there are no persons having a 10% or greater interest in the Firm's firm to the best of my knowledge.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/printed name

\_\_\_\_\_  
Title

**MEMBERS COVERED BY BURLINGTON COUNTY INSURANCE FUND COMMISSION**

County of Burlington (Board of Chosen Freeholders)

Burlington County Bridge Commission

Burlington County Board of Social Services

Rowan College at Burlington County