

NOTICE
Professional Services Contract Opportunities

Fair and Open process in accordance with "NJ Local Unit Pay-To-Play Law"
NJSA 19:44A-20.4 et seq.

The Township of South Harrison is seeking statements of qualification for applicants for appointments to the following professional positions. Responses should address both the general criteria and mandatory minimum requirements. All responses will be treated as confidential.

Responses must be sent to:
Office of the Township Clerk
ATTN: Nancy Kearns, Municipal Clerk
664 Harrisonville Road
Mullica Hill, NJ 08062

No later than 5:00 p.m. Wednesday, December 13, 2017.

All responses shall be opened and announced publicly, immediately thereafter by the Clerk. Responses will then be reviewed by the governing body and appointments will be announced at a public meeting. Unless otherwise noted, appointments shall be for the calendar year of 2018 and subject to the execution of a contract.

RISK MANAGEMENT CONSULTANT

I. General Background & Purpose

The Township of South Harrison (hereafter referred to as "MUNICIPALITY") is a member of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund (TRICO JIF).

The TRICO JIF commenced operations on January 1, 1991 with a membership of ten (10) municipalities. The TRICO JIF was formed as a self-insurance pool and operates under the authority of N.J.S.A. 40A: 10-6 et seq. and related regulatory authority of the New Jersey Department of Banking and Insurance, N.J.A.C. 11:15-2.1 et seq. The TRICO JIF has grown to twenty-six (26) members today. The TRICO JIF is subject to and must operate in compliance with the provisions of the "Local Fiscal Affairs Law" (N.J.S.A. 40A: 5-1 et seq.), the "Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), and regulations including but not limited to (N.J.S.A. 5:34) and the Open Public Meetings Act (N.J.S.A. 10:4-12).

The TRICO JIF was formed as a long-term vehicle through which member municipalities seek to stabilize their insurance related expenditures through "pooling" and the application of various risk management techniques. These techniques include pooled retention of the working layer of claims, enhanced safety and loss prevention, and group

purchase of necessary administrative services including claims administration and legal defense counsel.

Coverage afforded through the TRICO JIF includes Property, General Liability (including Police Liability), Automobile Liability, Employment Practices/Public Officials Liability, Cyber Liability, and Workers' Compensation. The TRICO JIF retains the first \$300,000 per General, Automobile and Workers' Compensation claim and \$50,000 per Property claim. The TRICO JIF pools its resources with other New Jersey Joint Insurance MUNICIPALITYs through an excess pool known as the Municipal Excess Liability Joint Insurance Fund (MEL) that provides coverage beyond the TRICO JIF retention. The TRICO JIF purchases Cyber Liability and Public Official's and Employment Practices Liability coverage in the commercial market and obtains Environmental Impairment Liability insurance through the E-JIF.

Of primary importance to the MUNICIPALITY is a firm that is familiar with the local operations of MUNICIPALITY with a thorough understanding and mastery of municipal risk as well as the programs and services provided through the TRICO JIF.

II. RISK MANAGEMENT CONSULTANT - Applicant Requirements

The **RISK MANAGEMENT CONSULTANT**:

- A. Shall be a New Jersey licensed Property and Casualty insurance producer who has demonstrated prior experience in the management of public insurance risks.
- B. Shall demonstrate knowledge of the TRICO JIF Programs and Services.
- C. Shall demonstrate a knowledge of MUNICIPALITY's operations and exposures.
- D. Provide that its officials, officers, employees and appointees shall cooperate with the Fund, the Fund Attorney, Claims Administrator and any designated Defense Attorney in the defense of all claims, including any procedures established by the Executive Committee for the handling of claims, Notices of Claims and litigation.
- E. Advise the MUNICIPALITY on risk management matters and the appropriateness of coverage or optional coverage offered by the TRICO JIF;

III. Minimum Services

The Role of the **RISK MANAGEMENT CONSULTANT** is to provide Professional Risk Management services to the MUNICIPALITY as follows:

- A) The Consultant shall assist the MUNICIPALITY in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
- B) The Consultant shall assist the MUNICIPALITY in understanding and selecting the various types of coverage available from the TRICO JIF.
- C) The Consultant shall review with the MUNICIPALITY any additional types of coverage that the Consultant believes the MUNICIPALITY should purchase that are not available from the TRICO JIF. The Consultant shall purchase and bind any additional types of coverage authorized by the MUNICIPALITY.
- D) The Consultant shall assist the MUNICIPALITY in the preparation of applications, statements of values and other documents requested by the TRICO

JIF. However, this Agreement does not include any appraisal work by the Consultant.

- E) The Consultant shall review the MUNICIPALITY's annual assessment as prepared by the TRICO JIF, and shall assist the MUNICIPALITY in the preparation of its annual insurance budget.
- F) The Consultant shall review the loss and engineering reports for the MUNICIPALITY, and shall assist the Safety Committee in its loss containment objectives within the MUNICIPALITY.
- G) The Consultant shall attend and actively participate in the MUNICIPALITY's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.
- H) The Consultant shall attend the MUNICIPALITY's Member Accident Review Panel meetings and assist the MUNICIPALITY in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the MUNICIPALITY in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the MUNICIPALITY in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall assist the MUNICIPALITY with the timely and accurate reporting of all claims, which shall include the establishment and implementation of claims reporting procedures.
- L) The Consultant shall assist, when requested by the MUNICIPALITY and/or the Claims TPA, with the investigation of claims filed against the MUNICIPALITY.
- M) The Consultant shall review the MUNICIPALITY's loss data on a regular basis and prepare reports to the MUNICIPALITY on recent losses, open claims, and loss trends.
- N) The Consultant shall review the performance of the MUNICIPALITY's Claims TPA on a quarterly basis including reserving practices, adjuster claim counts, and supervisor file review.
- O) The Consultant shall assist the MUNICIPALITY by reporting to the TRICO JIF through EXIGIS changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- P) The Consultant shall assist the MUNICIPALITY and TRICO JIF professionals in the annual renewal process including the gathering and verification of exposure data.
- Q) The Consultant shall order Certificates of Insurance from the TRICO JIF.

- R) The Consultant shall review Certificates of Insurance received by the MUNICIPALITY.
- S) The Consultant shall review proposed contracts between the MUNICIPALITY and organizations and contractor's to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- T) The Consultant shall evaluate and advise the MUNICIPALITY on the risk management aspects of public events being staged or sponsored by the MUNICIPALITY.
- U) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- V) The Consultant shall respond to questions regarding coverage from the MUNICIPALITY's officials.
- W) The Consultant shall actively attend and participate on the TRICO JIF Subcommittees as authorized by the TRICO JIF Bylaws.
- X) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the MUNICIPALITY outlining the MUNICIPALITY's Insurance, Claims Record, and participation in the JIF Safety Program.
- Y) The Consultant shall assist the MUNICIPALITY with the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally performed by a public adjuster.
- Z) The Consultant shall perform any other services required by the Fund's Bylaws or the MUNICIPALITY.

The above listing represents some of the general duties of the RISK MANAGEMENT CONSULTANT. Your response must demonstrate your understanding of the role by expanding on the above duties and describing other services that you will provide.

IV. Fees:

The fee for this contract has been established by the MUNICIPALITY as outlined in herein. The MUNICIPALITY is not seeking competitive pricing proposals. Instead the MUNICIPALITY is seeking proposals from qualified firms/individuals that can provide the services established in **Section VII** below.

For 2016, the MUNICIPALITY compensates the existing RISK MANAGEMENT CONSULTANT an annual fee of \$57,477.00 for all services. It is anticipated that the MUNICIPALITY will pay the RISK MANAGEMENT CONSULTANT a fee equal to or greater than \$2,873.85 in 2018.

V. Proposals

Written proposals are being requested from applicants (firms) qualified to perform all required services. Proposals should outline what the firm will do for the MUNICIPALITY in all areas of service requested. All proposals should include, at a minimum, the following:

A. Narrative

Provide a narrative setting forth your ability to provide the services outlined in Sections IV and V of this RFQ.

B. Knowledge of Risk:

Describe your knowledge and experience with applicable coverage particularly:

- Property
- Liability (Including Police and Elected Officials)
- Automobile
- Workers' Compensation

B. Experience:

1) Demonstrate a minimum of five (5) years of experience as a Risk Management Consultant within the TRICO JIF or a minimum of five (5) years' experience as a Risk Management Consultant for a municipality in a MEL affiliated Joint Insurance Fund.

2) Demonstrate familiarity with and knowledge of:

- Exposure Data Management System (EXIGIS)
- TRICO JIF **Safety** Programs including but not limited to:
 - ✓ Role of MUNICIPAL Safety Coordinator
 - ✓ Functioning of the MUNICIPAL Safety Committee
 - ✓ Optional Safety Program
 - ✓ Safety Incentive Program
 - ✓ MEL Safety Institute
- TRICO JIF **Claims** Programs including but not limited to:
 - ✓ Role of MUNICIPAL Claims Coordinator
 - ✓ Transitional Duty Programs
 - ✓ Accident Investigation
- TRICO JIF **Risk Management** Programs including but not limited to:
 - ✓ TULIP Program
 - ✓ Model Contract Provisions
 - ✓ EPL Helpline
 - ✓ EPL Risk Management Program
 - ✓ TRICO JIF Website
- TRICO JIF **Reports** including but not limited to:
 - ✓ Loss Ratio Reports
 - ✓ Loss Control Reports
 - ✓ Monthly Agenda Packet tracking reports

C. Qualifications:

You should clearly set forth your credentials and describe your experience that qualifies you for this position by describing experience with similar engagements by the individual who will actually be providing the Consulting services to the MUNICIPALITY. Include a resume of the individual indicating active membership in any professional organizations. Include a

listing of clients with their contact names, addresses, and telephone numbers.

VIII. Additional Mandatory Submittal Requirements

In submitting its response to this RFQ, the Applicant acknowledges that it has reviewed, understands, and will comply with all the MUNICIPALITY's mandatory contract requirements. In addition, the Applicant shall comply with the following additional provision(s):

A. **NJ Business Registration Certificate:**

All proposals are required to provide a copy of their NJ Business Registration Certificate.

B. **Insurance License:**

All proposals are required to provide a copy of NJ Property & Casualty Insurance License for principal(s) assigned to perform work under this contract.

C. **Proof of Insurance** All applicants are required to submit proof of existing insurance coverage and limits as follows:

1. Workers' Compensation (Statutory) - in compliance with the Compensation Law of the State of New Jersey, which shall include the Other States Endorsement specifically providing for benefits payable under New Jersey State Law.
2. General Liability - With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars.
3. Automobile Liability Insurance - With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.
4. Errors and Omissions - A minimum limit of liability of one million (\$1,000,000) dollars per incident and in the annual aggregate.

All applicants responding to this RFQ are hereby notified that should they be awarded a contract pursuant to this RFQ they will be required to name the MUNICIPALITY as an Additional Insured for coverage listed under Section VIII, subsection c. 2 and 3.

VI. Selection Criteria & Form of Contract

- A. The MUNICIPALITY will select the Applicant deemed most advantageous to the MUNICIPALITY. While many factors will be considered (references, perceived ability to perform, and proven ability to perform), the MUNICIPALITY intends to select the Applicant that they determine is most capable of effectively and competently providing the professional services required under this Contract.
- B. The successful applicant shall execute a contract with the MUNICIPALITY in a prescribed format that is acceptable to the MUNICIPALITY. It should also be noted that although the MUNICIPALITY is undertaking a "Fair and Open" Process, in seeking out qualified candidates for the position of RISK

MANAGEMENT CONSULTANT, it is the MUNICIPALITYS' intention to award this contract as a "non fair and open" contract pursuant to NJSA 19:44A-20.4 et seq., thereby eliminating the RISK MANAGEMENT CONSULTANT and/or their firm from making reportable campaign contributions.

- C. The RISK MANAGEMENT CONSULTANT shall be considered an appointed official and shall serve until January 1 of the following year, or until a successor is duly appointed; however, the MUNICIPALITY and RISK MANAGEMENT CONSULTANT may mutually agree to two one year extensions. The MUNICIPALITY and/or RISK MANAGEMENT CONSULTANT shall have the right to cancel the contract with 30 days written notice
- D. The MUNICIPALITY reserves the right to award a Contract, at its sole discretion, for the completion of any or all of the professional services offered by an Applicant in response to this RFQ.
- E. The MUNICIPALITY will select the Applicant, who in the opinion of the MUNICIPALITY, will be able to execute a Contract with the MUNICIPALITY within fourteen (14) days of the approval of the Contract by the MUNICIPALITY, and provide all necessary documentation required by the Contract to the MUNICIPALITY within fourteen (14) days.
- F. The MUNICIPALITY will select the Applicant, who in the opinion of the MUNICIPALITY, will be able to immediately assign an officer responsible for all services required under the Contract and all necessary support staff upon approval by the MUNICIPALITY so as to commence the services outlined under the contract.
- G. Any Applicant that submits a Proposal acknowledges that they understand that this is not a bid process. The MUNICIPALITY will determine the best qualified service provider based upon the Applicant's proven ability to perform as evidenced by the Applicant's performance under prior and/or current Contracts that are similar to the Contract being proposed in this RFQ. The MUNICIPALITY retains the right to reject any or all Proposals and to negotiate all terms and conditions, service fees, or any other items included in any proposal received.
- H. The Applicant selected through this process is to understand that they shall be required to comply with any and all requirements imposed by United States and/or New Jersey Code, Statute or Regulation for providers of services to public entities in the State of New Jersey. Such compliance shall include, but not be limited to, the completion of any forms, documents or procedures related to compliance with equal employment opportunity and/or affirmative action.
- I. The MUNICIPALITY reserves the right to reject any or all proposals, to waive technicalities and to award a contract to the firm offering the most favorable terms in the opinion of the MUNICIPALITY. All proposals will be evaluated on their total content and not on any one factor. Some of the items to be considered are:
 - References
 - Ability to perform

- Qualifications and experience
- J. At its sole discretion, the MUNICIPALITY may choose to interview some or all candidates. If selected for an interview, you should clearly set forth your credentials and describe your experience that qualifies you for this position.
- K. The Applicant selected through this process is to understand that they shall be required to comply with the **Non-Disclosure Agreement (Exhibit A)** as dictated by the TRICO JIF. Specifically, the contract may be voided by the MUNICIPALITY if the RISK MANAGEMENT CONSULTANT fails to disclose an actual or potential conflict of interest as defined in the TRICO JIF's Bylaws, or in N.J.S.A. 40A:9-22.1 et. seq. (the "Local Government Ethics Laws") and including, but not limited to, any interest, direct or indirect, in any other servicing organization providing services to the MUNICIPALITY. Any potential respondent to this RFQ who cannot comply with this policy is discouraged from submitting a proposal in response to this RFQ.