



New Jersey Schools Insurance Group  
6000 Midlantic Drive, Suite 300 North  
Mount Laurel, New Jersey 08054  
[www.njsig.org](http://www.njsig.org)

Request for  
qualifications: C-2020-0006;  
C-2020-0007; and,  
L-2020-0001.  
Outside Counsel For: Subrogation and recovery litigation  
(C-2020-0006);  
Insurance coverage counsel and litigation  
(C-2020-0007); and,  
School board insurance group counsel  
(L-2020-0001).

Event	Date
RFQ Posted:	5/15/2020
Questions regarding the RFQ due:	5/22/2020
Answers regarding the RFQ posted:	5/29/2020
RFQ proposals due:	6/12/2020
NJSIG Board of Trustees Approval:	6/17/2020

Dates are subject to change. All changes will be reflected in Addenda to the RFQ posted on the NJSIG website.

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## **1 Information for proposers**

### **1.1 Purpose and intent**

The New Jersey Schools Insurance Group (“NJSIG”) is seeking statements of qualifications from qualified firms with practitioners licensed to practice law in the State of New Jersey. Your firm is invited to submit a statement of qualifications.

This solicitation for proposals is conducted in accordance with the requirements for an open and fair process for the procurement of professional services.

This solicitation is specifically seeking statements of qualifications from qualified firms with practitioners licensed to practice law in the State of New Jersey that desire to serve as Outside Counsel for NJSIG and its Board of Trustees, within the Scope of Work described below.

### **1.2 Organizational background**

NJSIG is a school board insurance group, also known as a governmental risk pool, established in accordance with P.L. 1983, c. 108, that provides insurance coverage and risk management services to member school districts.

The concept of pooling is one whereby public entities can join together to provide protection from risks on a group basis. As a school board insurance group, NJSIG is governed by a Board of Trustees which is comprised of school board members, superintendents and business administrators from NJSIG member districts.

By joining NJSIG, members collectively attain benefits not possible individually and pool their premiums into a common fund to be used for the benefit of all member districts. NJSIG is comprised of approximately four hundred boards of education and charter school districts, and offers members a cost-effective method of obtaining coverage for all property and casualty lines, including but not limited to: workers’ compensation, general liability, automobile liability, excess liability, property, error and omissions, bonds, crime, electronic data processing, environmental liability, equipment breakdown, and auto physical damage coverage. NJSIG provides claims administration, underwriting and loss control services for members.

### **1.3 Background for the requested proposal**

The NJSIG Claims Department handles a variety of automotive, general liability, property and workers' compensation claims. A third-party administrator adjusts all school board liability / errors and omissions claims. The mission of the Claims Department is to effectively adjust and resolve claims made against NJSIG member insureds. In the course of this mission, the Claims Department requires Outside Counsel to represent the interests of NJSIG and its member insureds in subrogation and recovery litigation and insurance coverage matters. The Claims Department is supported by the Legal Department. In addition, NJSIG must deal with the issues that face school board insurance groups of commensurate size and scope.

### **1.4 RFQ objective**

NJSIG's objective with this RFQ is to identify law firms to represent the interests of NJSIG in pre-litigation and litigated matters. Firms are invited to submit a proposal to serve as Outside Counsel in one or more of the following areas:

- Subrogation and recovery litigation (C-2020-0006):
  - Subrogation and Recovery Litigation includes, but is not limited to, pursuing workers' compensation, contractual, common-law and statutory subrogation actions on behalf of NJSIG and its member insureds. The underlying factual basis for these subrogation actions range from premises liability, automotive liability, employment actions, discrimination and civil rights violations.
- Insurance coverage counsel and litigation (C-2020-0007):
  - Insurance Coverage Counsel and Litigation includes, but is not limited to, advice, negotiations and litigation with any other party in matters arising from claims under any contract of insurance, reinsurance or excess insurance to which NSJIG is a party and for which a claim is being asserted against NJSIG, or NJSIG is asserting a claim.
- School board insurance group counsel (L-2020-0001):
  - School board insurance group counsel includes, but is not limited to, advice, negotiations and litigation on all legal matters that may arise for a

school board insurance group of a size and scope commensurate with that of NJSIG. This includes, but is not limited to, representing and providing advice to NJSIG and its Board of Trustees on matters arising under the Public School Contracts Law (“PSCL”), N.J.S.A. 18A:18A-1, et seq.; Open Public Records Act (“OPRA”); N.J.S.A. 47:1A-1, et seq.; Open Public Meetings Act (“OPMA”); N.J.S.A. 10:4-6, et seq.; Fair Labor Standards Act of 1938 (“FLSA”), 29 U.S.C. § 201, et seq.; Consolidated Omnibus Budget Reconciliation Act (“COBRA”) amendments to Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. §§ 1161-1168; Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12101, et seq.; Family and Medical Leave Act of 1993 (“FMLA”), 29 U.S.C. § 2601-2619; New Jersey Family Leave Act (“NJFLA”), N.J.S.A. 34:11B-1, et seq.; New Jersey Tort Claims Act (“NJTCA”), N.J.S.A. 59:1-1, et seq.; the New Jersey Civil Rights Act (“NJCRA”), N.J.S.A. 10:6-1, et seq.; 42 U.S.C. § 1983; New Jersey Law Against Discrimination (“NJLAD”), N.J.S.A. 10:5-1, et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e), et seq.; and Age Discrimination in Employment Act (“ADEA”), 29 U.S.C. § 623(a).

A separate submission is required for each Outside Counsel designation for which a firm wishes to be considered. Failure to submit separate statements of qualifications is grounds for rejection of a statement of qualifications.

## **1.5 Scope of work**

In accomplishing its work, NJSIG requires assistance from Outside Counsel to represent its interests. As a result, NJSIG intends to award Professional Services Agreements to one or more firms to serve as Outside Counsel under the direction and control of the Claims Manager and Chief Legal Officer. The number of firms receiving specific awards will be determined after evaluation of Responses received. The services to be provided are those customarily provided by such Outside Counsel to a governmental entity of a size and scope commensurate with that of NJSIG.

Once the appointment for Outside Counsel has been approved by the NJSIG Board of Trustees and a NJSIG Professional Services Agreement has been executed by the Firm and NJSIG, NJSIG retains the right for NJSIG to assign a particular matter or project to the Firm that NJSIG determines is the most qualified for or appropriate to do the work.

The responsibilities of Outside Counsel shall include representation, advice and assistance with respect to any assigned matters involving:

- Subrogation and recovery litigation (C-2020-0006);
- Insurance coverage counsel and litigation (C-2020-0007); and,
- School board insurance group counsel (L-2020-0001):

It is anticipated that one or more firms will be selected to serve as Outside Counsel. Service expectations of Outside Counsel include, but are not limited to the following:

- Representation, advice and assistance with respect to all of the above listed matters involving NJSIG;
- A thorough understanding of the NJSIG Professional Services Agreement;
- All correspondence generated by Outside Counsel's office, must be typewritten, concise, cohesive, accurate and grammatically correct; and,
- Outside Counsel is expected to coordinate its activities with designated NJSIG staff to aggressively defend the NJSIG's interest in all assigned matters.

Because of the qualitative nature of legal representation this scope of work is merely demonstrative, and is not intended to be a comprehensive list of all required receivables for Outside Counsel.

## **1.6 Questions regarding the requested proposal**

NJSIG will accept questions and inquiries from all potential proposers electronically via its website. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ. Each question should begin by referencing the RFQ page number and section number to which it relates. Proposers are not to contact NJSIG personnel directly, in person, by telephone or by email, concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the cover sheet. Any questions received after that date will not be accepted. Answers to questions submitted regarding this RFQ, if any, will be posted on the NJSIG website on the date on the cover sheet.

Any proposer that requires a custom questionnaire be completed by NJSIG before submitting a proposal should submit their questionnaire to [rfp@njsig.org](mailto:rfp@njsig.org). The cut-off date for the submission of a questionnaire relating to this RFQ is indicated on the cover sheet. Any questionnaires received after that date will not be accepted. Answers to

questionnaires relating to this RFQ, if any, will be returned to the proposer that submitted the questionnaire on the date indicated on the cover sheet.

### **1.7 Addenda**

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by addendum. Any addendum to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ. All RFQ addenda will be issued on the NJSIG web site, and notification will be published.

There are no designated dates for release of addenda. Therefore interested proposers should check the NJSIG website on a daily basis from time of RFQ issuance through proposal opening. In the event that an addendum is published after the receipt of a proposal, the proposer will be notified via a method of delivery that provides certification of delivery.

### **1.8 Proposer responsibility**

The proposer assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFQ. No special consideration will be given after proposals are opened because of a proposer's failure to be knowledgeable as to all of the requirements of this RFQ.

### **1.9 Cost liability**

NJSIG assumes no responsibility and bears no liability for costs incurred by a proposer in the preparation and submittal of a proposal in response to this RFQ.

### **1.10 Contents of proposal**

Subsequent to proposal opening, all information submitted by proposers in response to the proposal solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and the common law. Proposals will not be made public until the NJSIG Board of Trustees has awarded a contract.



A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. NJSIG reserves the right to make the determination and will advise the proposer accordingly. The location in the proposal of any such designation must be clearly stated in a cover letter. NJSIG will not honor any attempt by a proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

By submitting a proposal in response to this RFQ, the proposer waives any claims of copyright protection set forth within any price lists and/or catalogs.

### **1.11 Price alteration**

Proposal prices must be typed or written in ink. Any price change must be initialed. Failure to initial price changes shall preclude a contract award from being made to the proposer.

### **1.12 Proposal errors**

A proposer may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the Director. If the request is granted, the proposer may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after proposal opening but before contract award, a proposer discovers an error in its proposal, the proposer may make written request to the Director for authorization to withdraw its proposal from consideration for award. Evidence of the proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the proposer's exercise of reasonable care; and that NJSIG will not be significantly prejudiced by granting the withdrawal of the proposal.

All proposal withdrawal requests must include the proposal identification number and the final proposal opening date and sent to the address listed under "Method of submission of proposal."

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the proposer. The proposer will have five days after receipt of the notice to confirm its pricing. If the

proposer fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the proposer's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the proposer to ascertain the true intent of the proposal.

### **1.13 Joint venture**

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Proposer, Affirmative Action Employee Information Report, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

### **1.14 Definitions**

#### **1.14.1 General definitions**

Addendum – Written clarification or revision to this RFQ issued by NJSIG.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Executive Director, or a Manager of, NJSIG.

Committee – A committee established by the Director to review and evaluate proposals submitted in response to this RFQ and to recommend a contract award to the Board of Trustees.

Contract – This RFQ, any addendum to this RFQ, and the proposer's proposal submitted in response to this RFQ, as accepted by NJSIG.

Director – Executive Director, NJSIG.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by NJSIG unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFQ.

Proposer – An individual or business entity submitting a proposal in response to this RFQ.

Request for Qualification (“RFQ”) – This document which establishes the qualifications and contract requirements and solicits statements of qualifications to meet the purchase needs of NJSIG as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

### **1.15 Terms of Engagement**

The term of the Outside Counsel designation made pursuant to this RFQ will be for one year (twelve months). If selected, firm(s) will be required to provide the following Services:

- Provide competent legal counsel and advocacy;
- Understand and be responsive to NJSIG’s goals for assigned work and be able to complete the assigned matters to achieve those goals, consistent with your firm’s ethical obligations;
- Provide NJSIG with periodic updates regarding staff changes to include deletions and additions to staff and their designation within the firm;

- Provide NJSIG with information which would materially affect the ability of the Firm to properly represent NJSIG immediately as known;
- Accept assignments through an Agreement for Professional Services that will specify the work to be performed and term;
- Provide required resources in order to support the work assigned;
- Accomplish the assigned work in a manner that is efficient with respect to time, staffing and costs;
- Maintain professional relationships and work with the NJSIG Claims and legal Departments, other NJSIG staff, third-parties as designated and insurance administrators if directed, as part of a team, including providing needed reports, briefings to NJSIG's Executive Staff, committees, and/or other staff, as directed by NJSIG and as set forth in the Agreement for Professional Services and maintain open communication and accessibility to all concerned;
- Invoice NJSIG for services rendered and agree to be subject to audit without notice;
- Meet with the Claims Manager and Chief Legal Officer, or other NJSIG staff to discuss the budget for matters as requested;
- Meet with the Claims Manager and Chief Legal Officer and other staff annually to review matters assigned and other topics related to the Firm's performance under the Agreement. NJSIG anticipates that such meetings will last no more than two (2) hours and will, therefore, only pay for time in excess of that amount. NJSIG will not pay for meeting preparation time.

If deemed appropriate and cost-effective, NJSIG may decide to allow current Outside Counsel to continue their representation with respect to pending matters or projects. This will be determined on a case by case basis. All affected Outside Counsel will be advised of this decision by the Claims Manager and Chief Legal Officer in writing. To continue said representation, current Outside Counsel must agree that the terms and conditions set forth in this RFQ apply and execute an updated NJSIG Professional Services Agreement.

Except in those instances as set forth above, upon completion of the selection process described herein, any and all pre-existing designations of Outside Counsel in the practice areas that are the subject of this RFQ will expire. Any Outside Counsel currently designated as Outside Counsel who seeks to be eligible for future retentions in the practice areas that are the subject of this RFQ in accordance with the directions set forth within this RFQ.

### **1.16 Fees**

NJSIG will engage Outside Counsel at the following rates:

1. Subrogation and Recovery Litigation (C-2020-0006);
  - a. Fixed Fee:
    - i. Twenty-eight (28) percent on the first \$250,000 recovered;
    - ii. Twenty-five (25) percent on the next \$750,000 recovered; and,
    - iii. Twenty (20) percent on all amounts recovered in excess of \$1,000,000.
2. Insurance Coverage Counsel and Litigation (C-2020-0007):
  - a. Hourly:
    - i. Partner(s): \$215.00 per hour;
    - ii. Associate(s): \$145.00 per hour;
    - iii. Legal Assistant(s)/Paralegal(s): \$75.00 per hour;
  - b. Fixed Fee:
    - i. Firms are invited to submit proposals.
3. School board insurance group counsel (L-20120-0001):
  - a. Hourly:

- i. Partner(s): \$225.00 per hour;
  - ii. Associate(s): \$155.00 per hour;
  - iii. Legal Assistant(s)/Paralegal(s): \$75.00 per hour;
- b. Fixed Fee:
  - i. Firms are invited to submit proposals.

The above listed hourly billing rates are not negotiable. Fixed fee proposals will only be accepted where designated. NJSIG reserves the right to review and adjust submitted invoices as it deems appropriate.

### **1.17 Submission of Invoices for Payment**

See draft professional services agreements (7.8 and 7.9), attached, which are incorporated by reference. These draft professional services agreements are subject to revisions and changes.

### **1.18 Consultants and Experts**

See draft professional services agreements (7.8 and 7.9), attached, which are incorporated by reference. These draft professional services agreements are subject to revisions and changes.

### **1.19 Expenses**

See draft professional services agreements (7.8 and 7.9), attached, which are incorporated by reference. These draft professional services agreements are subject to revisions and changes.

## **2 Proposal preparation and submission**

### **2.1 Method of submission of proposal**

Submit one paper copy, clearly marked as “COPY,” plus an original electronic copy, clearly marked as “ORIGINAL,” via NJSIG’s [website](#). The electronic copy of the proposal must be in portable document format (“.pdf”). The maximum file size for each .pdf is ten (10) megabytes. The maximum number of files in a submission is ten (10). The proposal must be addressed to:

Request for Qualification Number C-2020-0006 / C-2020-0007 / L-2020-0001  
New Jersey Schools Insurance Group  
6000 Midlantic Drive, Suite 300 North  
Mount Laurel, NJ 08054

Proposals submitted via any other method, including facsimile or electronic mail, will not be accepted.

## **2.2 Effect of submission of proposal**

Submission of a proposal will not bind or otherwise obligate NJSIG to retain the Firm for legal services. Designation as Outside Counsel will not bind or otherwise obligate NJSIG to retain the Firm for legal services. Inclusion on the list of designated Outside Counsel will not bind or otherwise obligate NJSIG to retain the Firm for legal services. Execution of a Professional Services Agreement will not bind or otherwise obligate NJSIG to retain the Firm for legal services.

## **2.3 Time for submission of proposal**

In order to be considered for award, the proposal must be received by NJSIG at the appropriate location by the required time. Any proposal not received by the cutoff date on the cover page of this RFQ will be rejected. Proposals must be received by 11:00 a.m. on the date indicated on the cover sheet.

Proposers using any delivery service should allow additional time for delivery, as the proposal must be received by the cutoff date.

Proposals will be opened at 5:00 p.m. on the cutoff date.

## **2.4 Mandatory contents of proposal**

The proposal should be submitted in one volume and that volume divided into six (6) sections with tabs (separators), and the content of the material located behind each tab, as follows:

Section 1 – Fee proposal (optional) (Section 2.4.1)

Section 2 – Executive summary (Section 2.5.1)

Section 3 – General Information (Section 2.5.2)

Section 4 – Firm profile and experience (Section 2.5.3)

Section 5 – Qualifications (Section 2.5.4)

Section 6 – Forms (Section 2.6)

#### **2.4.1 Fee proposal (optional)**

A fee proposal based on a term of twelve (12) months. While NJSIG's fixed rates are set forth above, NJSIG invites proposers to assess the needs expressed and offer alternative pricing proposals in addition to the fixed hourly rates where designated above. Before putting forth any alternatives, please confirm that such alternatives are permissible for school board insurance groups and public entities operating in the State of New Jersey.

#### **2.5 Technical proposal**

In this Section, the organization shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section. The organization must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract. This Section of the proposal must contain at least the following information:

##### **2.5.1 Executive summary**

An executive summary of not more than three pages identifying and substantiating why the firm is best qualified to provide the requested services within the scope of work.



### **2.5.2 General Information**

The Response must detail the Firm's experience, personnel, proposed scope and approach, and any other relevant information as set forth in greater detail below.

All portions of this RFQ and the Response are considered to be part of the Professional Services Agreement and will be incorporated by reference therein.

All the requirements in the Mandatory Contents of Proposal, Section 2.4, must be complied with in order for the Response to be considered responsive to this RFQ and complete.

A Response must evidence ability to protect NJSIG from errors and omissions. The Respondent(s) must present evidence of current insurance in the form of a Certificate of Insurance or a letter from its insurance broker that the specific Professional Liability Insurance required by this RFQ can be obtained. The Response must include the requested evidence of insurance and financial capacity as indicated.

Provide copies of audited financial statements for your firm or other evidence of financial stability of your Firm for the past three (3) years.

### **2.5.3 Firm profile and experience**

- Indicate the date your Firm was established.
- Describe the legal services provided by your Firm.
- Describe your Firm's specialty(s) and/or area(s) of expertise.
- Identify the number of employees in your Firm (licensed attorneys; legal support staff; other support staff). Indicate any special training or experience members of your Firm possess that may assist in providing the requested legal services.
- Describe the participation of women and minorities in your Firm. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of your Firm that is owned by women and by minorities.
- Provide a description of your Firm's presence in New Jersey. Note the location of each office, the number of attorneys resident in each office, whether they are

partners or associates and whether attorneys not licensed in the State of New Jersey will be assigned to provide any of the requested legal services if your Firm receives a prequalification designation pursuant to this RFQ.

- Identify any public entities, boards of education, educational service commissions, charter schools, or other school entities represented by your Firm during the last five (5) years, generally and specifically with respect to each specialty area where consideration is requested. For each matter, provide the name of the public entity, department or authority, a description of the matter, the dates of engagement and the name and contact information of the public entity employee responsible for overseeing the work of your Firm on that matter. Also provide a list of the amount of billable hours your Firm has expended in the practice areas you have represented the aforementioned entity. A good faith estimate of billable hours will suffice. (Please separate the list by practice area).
- Identify any public entities before or against which your Firm has regularly appeared on behalf of other clients. (Please note that NJSIG, as a public entity, is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See R.P.C. 1.7(a) and R.P.C. 1.7(b)(2)). Limit your response to the past ten (10) years.
- Identify any governmental entities, agencies, authorities or political subdivisions, that your Firm represents or has represented. Include the time period during which your Firm represented each such entity and the nature of the work performed. Limit your response to the past ten (10) years.
- Indicate the amount of professional malpractice insurance coverage which you carry, the amount of any self-retention and the name of the carrier.
- Identify any conflict of interest (actual or perceived) that may arise if your Firm is designated as Counsel. Please note Counsel have a continuing obligation to disclose to NJSIG any actual or potential conflicts. Additionally, retained Counsel must agree not to undertake any future representation that might result in the disclosure of NJSIG's work product to potential or actual adversaries of NJSIG. Include any pending litigation in which you are involved which may directly or indirectly affect your ability to assist NJSIG in any matter.
- Describe your Firm's approach to maintaining responsive communication with NJSIG and keeping NJSIG informed of problems and progress.

- Provide a representative listing of your Firm's major private and public sector clients.
- Provide the name, address, telephone number, email address, and facsimile number for the designated contact person in your Firm.

#### **2.5.4 Qualifications and Experience**

- Please indicate what percentage of your Firm's practice is in the subject area.
- Describe your Firm's experience in the subject area, as the case may be, since 2010, including any significant outcomes.
- State the qualifications and experience of the particular attorneys proposed to staff the work assigned. For each member of your Firm that would be involved in handling the practice area for which your firm is requesting to be considered, provide a detailed resume including information as to:
  - Education, including advanced degrees;
  - Years and jurisdictions of admission to practice;
  - Number of years engaged in the designated practice area;
  - General work experience;
  - Any professional distinctions in the practice area (e.g. certifications in practice area, teaching experience, etc.);
  - Area(s) of specialization;
  - Office location of the attorney.
- As to the members of your Firm who would be involved in handling a matter as Counsel, describe the role each would play and the approximate percentage of the work each would perform. Indicate the senior attorney in charge thereof and what percentage he/she will be responsible for on the billable workload of the assigned legal mater. Please provide reasonable estimates.

- Identify all adverse determinations against your Firm or any of its partners, associates or employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints of any kind under any local, State or Federal laws, regulations, court rules, or Rules of Professional Conduct.
- Identify and describe in detail any indictments, convictions or civil offenses arising directly or indirectly from the conduct of business by your Firm or any of its partners, associates, employees or agents. To the extent that the Firm cannot provide the Affidavit of Moral Integrity, as outlined below, it must provide a detailed explanation, as part of its Response.
- Identify any material arrangements, relationships, associations, employment or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if your Firm acts as Outside Counsel for NJSIG.
- Include three (3) references that can attest to the qualifications of your Firm as set forth in the Response to this RFQ.

## **2.6 Forms**

### **2.6.1 Affidavit of Moral Integrity**

The proposer shall complete and submit the attached Affidavit of Moral Integrity. The Affidavit of Moral Integrity shall be signed by an authorized representative of the proposer. If the proposer is a limited partnership, the Affidavit of Moral Integrity must be signed by a general partner. If the proposer is a joint venture, the Affidavit of Moral Integrity must be signed by a principal of each party to the joint venture. The Affidavit of Moral Integrity must provide the name and address of the proposer, as well as the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal. Failure to comply will result in rejection of the proposal.

### **2.6.2 Ownership disclosure form**

In the event the proposer is a corporation, partnership or sole proprietorship, the proposer must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompanying the

proposal. Failure to do so will preclude the award of a contract. The Ownership Disclosure Form is attached.

### **2.6.3 Disclosure of investigations/actions involving proposer**

The proposer shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Disclosure of Investigations and Actions Involving Proposer form is attached.

### **2.6.4 Subcontractor utilization form**

If the proposer intends to utilize a subcontractor, the Subcontractor Utilization form must be completed and submitted with the proposal. A Subcontractor Utilization form is attached.

### **2.6.5 Affidavit of Non-Collusion**

The proposer shall complete and submit the attached Affidavit of Non-collusion. The Affidavit of Non-collusion shall be signed by an authorized representative of the proposer. If the proposer is a limited partnership, the Affidavit of Non-collusion must be signed by a general partner. If the proposer is a joint venture, the Affidavit of Non-collusion must be signed by a principal of each party to the joint venture. The Affidavit of Non-collusion must provide the name and address of the proposer, as well as the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal. Failure to comply will result in rejection of the proposal.

### **2.6.6 Proofs of registration that must be submitted with the proposal**

Failure to submit a copy of the proposer's business registration certificate (or interim registration) from the Division of Revenue with the proposal may be cause for rejection of the proposal.

The requirement is a precondition to entering into a NJSIG contract.

### **2.6.7 Affirmative action**

The proposer is required to comply with the requirements of N.J.A.C. 17:27, et seq. and N.J.S.A. 10:5-31, et seq. These requirements include, but are not limited to the following.

Each proposer shall submit to the public agency, after notification of award but prior to execution of the contract, one of the following three documents: appropriate evidence that the proposer is operating under an existing Federally approved or sanctioned affirmative action program; a certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or an employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the proposer, in accordance with N.J.A.C. 17:27-4. A copy of Form AA302 is attached.

The requirement is a precondition to entering into a NJSIG contract.

### **2.6.8 Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). The required form is attached.

The requirement is a precondition to entering into a NJSIG contract.

## **3 Special contractual terms and conditions**

See draft professional services agreement (7.8), attached, which is incorporated by reference. This draft professional services agreement is subject to revisions and changes.

## **4 Proposal evaluation**

### **4.1 Selection criteria**

NJSIG will evaluate each Proposal submitted and at its discretion. Negotiations and award of the contract will be to the firm or firms that provide the proposal(s) found to be the most advantageous to NJSIG, all things considered including price and costs. NJSIG also reserves the right to reject any or all proposals and to waive immaterial formalities. NJSIG reserves the right:

- To eliminate any firm who submits an incomplete, inadequate proposal or is not responsive.
- To reject all Proposals or any non-responsive proposals.
- To supplement, amend, or otherwise modify this RFQ.
- To waive any technical, or other, non-conformance of the responses, whether material or otherwise.
- To change or alter the schedule for any events called for in this RFQ.
- To conduct investigations of any or all of the proposers and their responses as is deemed necessary or convenient, to clarify the information provided as part of the Proposal, including discussions with contact persons of prior clients, regulatory agencies and visits to any facilities or projects referenced in its response, and to request additional information to support the information included in any response.
- To decline to award any contract for any purpose.
- To abandon this procurement process at NJSIG's convenience at any time for any reason.
- To accept the proposal that, in NJSIG's sole judgment, best serves the interest of and/or is most advantageous NJSIG based upon the criteria set forth in this proposal.
- To consider and to award a Proposal to a public body under applicable law.
- To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.

- To award any contract subject to final adoption of all necessary authorizations.
- Any other right afforded NJSIG under the law.

The firms submitting proposals will be evaluated based on each individual proposal submitted based upon the criteria set forth below. Firms may be requested to make oral presentations to NJSIG. If requested to make a presentation each firm's proposed project manager must take part in the presentation. However, NJSIG may award a contract based on the initial proposals received without discussion with the firms. If oral presentations are required, they will be scheduled after the submission of proposals. Firms will not be compensated for making the presentation.

Each proposal must satisfy the objectives and requirements detailed in this RFQ. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process. The criteria for the evaluation process are weighted and are as follows:

Criteria	Weight, %
<p>1. Technical Criteria</p> <p>a. Does the proposer's proposal demonstrate a clear understanding of the scope of work and related objectives?</p> <p>b. Is the proposer's proposal complete and responsive to the specific RFQ requirements?</p> <p>c. Has the past performance of the proposer's proposed methodology been documented?</p> <p>d. Does the proposer's proposal use innovative technology and techniques?</p> <p>e. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used?</p>	20%
Management Criteria	
1. Project management:	



<ul style="list-style-type: none"> <li>a. How well does the proposed scheduling timeline meet the contracting unit's needs?</li> <li>b. Is there a project management plan?</li> </ul> <p>2. History and experience in performing the work:</p> <ul style="list-style-type: none"> <li>a. Does the proposer document a record of reliability of timely delivery and on-time and on-budget implementation?</li> <li>b. Does the proposer demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?</li> <li>c. Does the proposer document industry or program experience?</li> <li>d. Does the proposer have a record of moral integrity?</li> </ul> <p>3. Availability of personnel, facilities, equipment and other resources:</p> <ul style="list-style-type: none"> <li>a. To what extent does the proposer rely on in-house resources vs. contracted resources?</li> <li>b. Are the availability of in-house and contract resources documented?</li> </ul> <p>4. Qualification and experience of personnel:</p> <ul style="list-style-type: none"> <li>a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?</li> <li>b. Does the proposer make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?</li> <li>c. Does the proposer demonstrate cultural sensitivity in hiring and training staff?</li> </ul>	<p>20%</p>
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Cost Criteria	
<ol style="list-style-type: none"> <li>1. Cost of goods to be provided or services to be performed: <ol style="list-style-type: none"> <li>a. Relative cost: How does the cost compare to other similarly scored proposals?</li> <li>b. Full explanation. Is the price and its component charges, fees, etc. adequately explained or documented?</li> </ol> </li> <li>2. Assurances of performance: <ol style="list-style-type: none"> <li>a. If required, are suitable bonds, warranties, or guarantees provided?</li> <li>b. Does the proposal include quality control and assurance programs?</li> </ol> </li> <li>3. Proposer's financial stability and strength: <ol style="list-style-type: none"> <li>a. Does the proposer have sufficient financial resources to meet its obligations?</li> </ol> </li> </ol>	20%
Service to Public Entities in the State of New Jersey	
<ol style="list-style-type: none"> <li>1. Evaluation will include the proposed Firm's experience in representing public sector clients in the identified practice areas as well as the Firm's detailed descriptions of its experience in providing services similar to the Scope of Services set forth in Section 1.5 and shall consider the following information: <ol style="list-style-type: none"> <li>a. Specific list (identifying clients, names of projects, locations and owners) of applicable work your Firm has been responsible for and associated with;</li> <li>b. Capabilities of personnel available in your Firm in the areas that specifically apply; and,</li> <li>c. Summaries or brief descriptions of projects performed by the Respondent(s) that are related to the requirements of this RFQ. Limit those descriptions to those most relevant</li> </ol> </li> </ol>	40%

<p>to this RFQ and those that are most representative of the Firm's capabilities.</p> <p>2. Client References</p> <p>a. The references should include a short description of the project, the agency and address and a contact person. A minimum of three (3) references must be supplied.</p> <p>3. Overall Knowledge, Qualifications and Experience of Attorneys in the Practice Area as well as the Overall Knowledge of New Jersey Law</p> <p>a. Evaluation will include qualifications and relevant experience of key personnel; particularly those involved in day-to-day legal responsibilities. Consideration will be given to recognized abilities and qualifications of key personnel including, as NJSIG deems necessary, individual attorneys' backgrounds; detailed resumes must be included, as well as their anticipated functions and responsibilities in performing the Services.</p>	
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## **4.2 Evaluation Committee**

NJSIG will convene an evaluation committee to evaluate submissions, and the committee will evaluate proposals and make a recommendation to the NJSIG Board of Trustees. The final decision to award a Professional Services Agreement to one or more firms to serve as Outside Counsel as a result of this solicitation resides with the NJSIG Board of Trustees.

## **4.3 Interview**

NJSIG reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. NJSIG reserves the right to request clarifying information subsequent to submission of the proposal.

## **5 Contract award**

The evaluation committee will rank proposals based on the criteria set forth above, and will recommend to the NJSIG Board of Trustees for designation as Outside Counsel the firms whose proposals the evaluation committee finds best meet the evaluation criteria. A firm selected pursuant to this RFQ for designation as Outside Counsel will then be permitted to represent NJSIG once a NJSIG Professional Services Agreement has been executed. However, the Outside Counsel designation is not a retention for a specific matter, and does not entitle a firm to be retained for a specific matter. The terms and conditions set forth in this RFQ and the NJSIG Professional Services Agreement shall be the terms and conditions of the Outside Counsel designation.

### **5.1 Retention Letter**

A firm may not represent NJSIG unless it also executes a retention letter for a specific matter or class of matters. A firm selected as Outside Counsel may, from time to time, be contacted by NJSIG for retention on a specific matter. At that time, if the firm agrees to the retention, the firm will receive a retention letter to countersign. The terms and conditions set forth in this RFQ and the NJSIG Professional Services Agreement shall be included in the additional terms and conditions in the Retainer Letter. In accepting retention on a specific matter, Outside Counsel also agrees to the terms and conditions set forth in the NJSIG Professional Services Agreement as they exist at the time of the retention.

## **6 Contract administration**

The NJSIG Contract Manager is the NJSIG employee responsible for the overall management and administration of the contract. The NJSIG Contract Manager for this contract will be identified at the time of execution of contract. At that time, the proposer will be provided with the NJSIG Contract Manager's name, department, address, telephone number, fax phone number, and email address.

## 7 Exhibits

### 7.1 Affidavit of Moral Integrity

### 7.2 Disclosure of Investigations and Other Actions Involving Proposer

### 7.3 Disclosure of Investment Activities in Iran

### 7.4 Ownership Disclosure Form

### 7.5 Affidavit of Non-collusion

### 7.6 Subcontractor Utilization Plan

### 7.7 Employee information report application form AA302

### 7.8 Draft professional services agreement

### 7.9 Draft professional services agreement

# Exhibit

7.1

New Jersey Schools Insurance Group

Affidavit of Moral Integrity

RFP Number: \_\_\_\_\_

Proposer: \_\_\_\_\_

The undersigned, being duly sworn according to law, deposes and says:

1. That the Proposer wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Proposer's proposal.
2. That as of the date of signing this Affidavit, neither Proposer nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi-criminal violations, except as follows: (If none, so state):
3. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: (If none, so state):
4. That Proposer authorizes any depository or other agency to supply NJSIG with any information necessary to verify any statement made in this Affidavit of Moral Integrity.
5. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: (if none, so state).
6. That the undersigned, being authorized to act on behalf of Proposer certifies that I am personally acquainted with the operations of said Proposer, have full

New Jersey Schools Insurance Group

Affidavit of Moral Integrity

knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce NJSIG to accept the Proposer as a qualified provider of goods and/or services, knowing that NJSIG relies upon the truth of the statements herein contained.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Sworn and subscribed to me on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of New Jersey

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# Exhibit

7.2

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

RFP Number: \_\_\_\_\_

Proposer: \_\_\_\_\_

1. **PART ONE**: Please complete the questions below by checking either the “yes” or “no” box. Please refer to the persons and/or entities listed on your ownership disclosure form when answering the questions below. Non-profit entities: please list all officers/directors in Part 2 of this form. You will be required to answer the questions below with respect to these individuals.

1.1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government?

☐ Yes      ☐ No

1.2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?

☐ Yes      ☐ No

1.3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

☐ Yes      ☐ No

1.4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?

☐ Yes      ☐ No

**If any of the answers to questions 1-4 are yes, please provide the requested information in part 2 below. If all of the answers to questions 1-4 are no, please read and sign the form below. No further action is needed. If you are a non-profit, you must disclose all officers/directors in part 2 below.**

**2. PART TWO:**

For Questions 1-4 answered “YES”, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled “Additional Information” below. Please provide thorough answers to each question. Attach additional pages as needed for each instance of investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. Non-profit proposers must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the “officers/directors” box. Attach additional pages as needed. Once all required information has been disclosed,

## New Jersey Schools Insurance Group

### Disclosure of Investigations and Other Actions Involving Proposer Form

complete the certification beneath the “Additional Information” section below.  
Failure to complete this form may render your proposal non-responsive.

#### 2.1. Additional Information:

2.1.1. Person or entity: \_\_\_\_\_

2.1.2. Date of inception: \_\_\_\_\_

2.1.3. Current status: \_\_\_\_\_

2.1.4. Brief description: \_\_\_\_\_

2.1.5. Caption of action: \_\_\_\_\_

2.1.6. Disposition of action: \_\_\_\_\_

2.1.7. Proposer contact name: \_\_\_\_\_

2.1.8. Contact phone number: \_\_\_\_\_

#### 2.2. Officers / Directors

2.2.1. Name: \_\_\_\_\_

2.2.2. Title: \_\_\_\_\_

2.2.3. DOB: \_\_\_\_\_

2.2.4. Address: \_\_\_\_\_

2.2.5. City: \_\_\_\_\_

2.2.6. State: \_\_\_\_\_

New Jersey Schools Insurance Group

Disclosure of Investigations and Other Actions Involving Proposer Form

2.2.7. Zip Code: \_\_\_\_\_

2.2.8. Phone: \_\_\_\_\_

2.2.9. Email: \_\_\_\_\_

**3. PART THREE: Certification**

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

3.1.1. Signed: \_\_\_\_\_

3.1.2. Print Name: \_\_\_\_\_

3.1.3. Title: \_\_\_\_\_

3.1.4. Date: \_\_\_\_\_

# Exhibit

7.3

New Jersey Schools Insurance Group  
Disclosure of Investment Activities in Iran

RFP Number: \_\_\_\_\_

Proposer: \_\_\_\_\_

**1. PART ONE:** Investment activities in Iran

1.1. 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 at <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 will 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.

**1.2. PLEASE CHECK THE APPROPRIATE BOX:**

- ☐ I certify, pursuant to P.L. 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. 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.

New Jersey Schools Insurance Group  
Disclosure of Investment Activities in Iran

**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.

**2. PART TWO:** Further information related to investment activities in Iran

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. If you need to make additional entries, attach additional pages as needed.

2.1. Person or entity: \_\_\_\_\_

2.2. Relationship to bidder: \_\_\_\_\_

2.3. Description of activities: \_\_\_\_\_

2.4. Duration of Engagement: \_\_\_\_\_

2.5. Anticipated Cessation Date: \_\_\_\_\_

2.6. Proposer Contact Name: \_\_\_\_\_

2.7. Contact phone number: \_\_\_\_\_

**3. PART THREE:** Certification



New Jersey Schools Insurance Group

Disclosure of Investment Activities in Iran

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

3.1.1. Signed: \_\_\_\_\_

3.1.2. Print Name: \_\_\_\_\_

3.1.3. Title: \_\_\_\_\_

3.1.4. Date: \_\_\_\_\_

# Exhibit

7.4

New Jersey Schools Insurance Group

Ownership Disclosure Form

RFP Number: \_\_\_\_\_

Proposer: \_\_\_\_\_

1. **PART ONE**: Please complete the questions below by checking either the “yes” or “no” box. All parties entering into a contract with NJSIG are required to complete this form. Please note that you must complete the separate disclosure of investigations form.

1.1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror?

☐ Yes      ☐ No

If the answer to question 1 is no, please sign and date the form. You do not have to complete any more questions on this form. If the answer to question 1 is yes, please answer questions 2-4 below.

1.2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties individuals?

☐ Yes      ☐ No

1.3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties corporations or partnerships?

New Jersey Schools Insurance Group

Ownership Disclosure Form

☐ Yes      ☐ No

1.4. If your answer to Question 3 is “yes”, are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3?

☐ Yes      ☐ No

**If any of the answers to questions 1-4 are yes, please provide the requested information in part 2 below. If all of the answers to questions 1-4 are no, please read and sign the form below. No further action is needed. If you are a non-profit, you must disclose all officers/directors in part 2 below.**

2. **PART TWO:** Please provide further information related to questions 2-4 answered as “yes.” For Questions 2-4 answered “yes”, you must disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute. To complete Part 2, please provide the requested information pertaining to either individuals or partnerships/corporations having a 10% or greater interest in the bidder/offeror. If you need to make additional entries, add additional pages as needed.

2.1. Individuals:

2.1.1. Name: \_\_\_\_\_

2.1.2. DOB: \_\_\_\_\_

New Jersey Schools Insurance Group

Ownership Disclosure Form

2.1.3. Address: \_\_\_\_\_

2.1.4. City: \_\_\_\_\_

2.1.5. State: \_\_\_\_\_

2.1.6. Zip Code: \_\_\_\_\_

2.1.7. Are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 1.3?

☐ Yes      ☐ No

If Yes, then add additional pages as needed.

2.2. Partnerships / Corporations:

2.2.1. Entity name: \_\_\_\_\_

2.2.2. Partner name: \_\_\_\_\_

2.2.3. Address: \_\_\_\_\_

2.2.4. City: \_\_\_\_\_

2.2.5. State: \_\_\_\_\_

2.2.6. Zip Code: \_\_\_\_\_

2.2.7. Are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 1.3?

☐ Yes      ☐ No

New Jersey Schools Insurance Group

Ownership Disclosure Form

If Yes, then add additional pages as needed.

**3. PART THREE: Certification**

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

3.1.1. Signed: \_\_\_\_\_

3.1.2. Print Name: \_\_\_\_\_

3.1.3. Title: \_\_\_\_\_

3.1.4. Date: \_\_\_\_\_

3.1.5. FEIN/SSN: \_\_\_\_\_

Exhibit

7.5

New Jersey Schools Insurance Group

Affidavit of non-collusion

RFP Number: \_\_\_\_\_

Proposer: \_\_\_\_\_

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Schools Insurance Group, or any person interested in the proposed Services Agreement; and that all statements in said Proposal are true.
2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the New Jersey Schools Insurance Group as to whether the New Jersey Schools Insurance Group should decline to award the Services Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.



New Jersey Schools Insurance Group

Affidavit of non-collusion

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Sworn and subscribed to me on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of New Jersey

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Exhibit

7.6

# New Jersey Schools Insurance Group

## Subcontractor Utilization Plan

RFP Number: \_\_\_\_\_

Proposer: \_\_\_\_\_

Any Proposer intending to subcontract must complete the Subcontractor Utilization Plan. Proposers are instructed to list all proposed subcontractors on the Plan. See attached form. All subcontractors must have a valid Business Registration Certificate on file with the Division of Revenue and a copy of the registration certificate should be attached to this form.

1. **PART ONE:** List every instance where services will be performed by Subcontractors.

1.1.

Subcontractor's name address, zip code telephone number and vendor ID number	Type(s) of goods or services to be provided	Estimated value of subcontracts

## 2. **PART TWO: Certification**

New Jersey Schools Insurance Group

Subcontractor Utilization Plan

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

2.1.1. Signed: \_\_\_\_\_

2.1.2. Print Name: \_\_\_\_\_

2.1.3. Title: \_\_\_\_\_

2.1.4. Date: \_\_\_\_\_

# Exhibit

7.7

## Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	<b>Bid Number:</b> _____  <b>Bidder:</b> _____  _____

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

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

## **Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

## **TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
P.O. Box 206**

**Trenton, New Jersey 08625-0206**

**Telephone No. (609) 292-5473**

**State of New Jersey**  
**Division of Public Contracts Equal Employment Opportunity Compliance**  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-** READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY.
4. COMPANY NAME		
5. STREET	CITY	COUNTY    STATE    ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY    STATE    ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT	CITY	COUNTY    STATE    ZIP CODE

<b>Official Use Only</b>	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	All Employees			***** MALE *****					***** FEMALE *****					
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-Skilled)														
Laborers (Unskilled)														
Service Workers														
Total														
Total employment From previous Report (if any)														
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?

14. IS THIS THE FIRST  
Employee Information  
Report Submitted?15. IF NO, DATE LAST  
REPORT SUBMITTED13. DATES OF PAYROLL PERIOD USED  
FROM:

TO:

☐ YES    ☐ NO

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE    ZIP CODE    PHONE, AREA CODE, NO.

I certify that the information on this form is true and correct.



# Exhibit

7.8



New Jersey Schools Insurance Group  
6000 Midlantic Drive, Suite 300 North  
Mount Laurel, New Jersey 08054  
[www.njsig.org](http://www.njsig.org)

May 15, 2020

**VIA CERTIFIED MAIL**

[Attorney Name]

[Firm Name]

[Address Line One]

[Address Line Two]

**Re: Professional Services Agreement**

Dear Sir/Madam:

Attached is the Professional Services Agreement that governs the handling of all NJSIG Subrogation and recovery litigation (C-2020-0006), Insurance coverage counsel and litigation (C-2020-0007) matters. Kindly execute and return a copy of this agreement.

Please let me know if you have any questions.

Sincerely yours,

\_\_\_\_\_

Enc.

# **Professional Services Agreement**

## **1 Introduction**

This Professional Services Agreement is effective for all work performed after its execution. By accepting an engagement by the New Jersey Schools Insurance Group, herein after “NJSIG,” your organization, herein after “the Firm,” or “your Firm” will be deemed to have familiarized themselves with this Professional Services Agreement. NJSIG expects you to provide a copy of this Professional Services Agreement to all attorneys, senior managers and billing team members working on NJSIG matters. Outside Counsel should promptly contact the NJSIG Claim Representative (“NJSIG Claim Representative”) in the written engagement letter with any questions relating to the application of these Guidelines. The NJSIG Claim Representative shall be the principal point of contact.

NJSIG reserves the right to amend these Guidelines at any time, providing written notification to Outside Counsel within thirty (30) days of any substantive changes becoming effective.

## **2 Term**

This contract shall commence on the Effective Date and continue for twelve (12) months. Either party may terminate this contract at any time with or without cause by providing the other written notice of termination. In the event of such notice, the terms and conditions of this Agreement shall remain in effect and apply to any matters that have previously been referred to Outside Counsel by NJSIG.

## **3 Retention**

NJSIG will retain Outside Counsel through a written retention letter that will be mailed to Outside Counsel. Counsel may begin work pursuant to written electronic mail and oral retentions; however, a writing will follow shortly thereafter. NJSIG retains the right to assign matters to Outside Counsel, and to remove matters from Outside Counsel at any time, and for any reason, at the sole discretion of the Claims Manager and Chief Legal Officer.

### **3.1 Initial Conflicts Check**

Prior to your engagement, your Firm should carefully review whether any conflicts exist and bring them to the attention of NJSIG’s Chief Legal Officer. NJSIG expects to be promptly informed of and consulted with respect to all potential conflicts. Although issue or position conflicts may not necessarily result in a disqualification of your Firm, NJSIG does expect to be consulted before your Firm accepts an

engagement. NJSIG, after consultation with Outside Counsel, shall have the sole discretion to determine whether an impermissible conflict exists. As NJSIG members are public entities, they are prohibited from waiving conflicts under R.P.C. 7.1(b).

The acceptance of an engagement on a matter by Outside Counsel without written disclosure of any conflicts constitutes a representation by Outside Counsel that a conflict check has been conducted and that there are no conflicts.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to NJSIG immediately.

#### **4 Responsibilities of NJSIG**

The NJSIG Claim Representative has the ultimate responsibility for the matter, including financial and strategic decisions. Only the NJSIG Claim Representative, Claims Manager and Chief Legal Officer, or their designee(s), have authority to direct Outside Counsel in the handling of the matter. Outside Counsel shall not initiate contact with any of the insureds employees unless specifically authorized by the NJSIG Claim Representative. If an employee of the insured asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel must report the request to the NJSIG Claim Representative and obtain direction prior to proceeding.

The NJSIG Claim Representative will provide clear, specific instructions; communicate NJSIG's objectives; closely monitor the management plan and budget; follow the progress of the matter; keep Outside Counsel informed of important developments; and act as liaison between Outside Counsel and NJSIG.

#### **5 Responsibilities of Outside Counsel**

##### **5.1 Case Evaluation / Cost Assessment**

Each matter is to be evaluated at its outset. NJSIG requires you provide an case evaluation in the form specified as Exhibit A. NJSIG reserves the right to modify this standard form during the course of an engagement. In all matters, Outside Counsel will be required to provide a budget for the life of a case and cost estimates for important phases of a case. The life-of-case budget should reflect major assumptions, conform to the established management plan, identify specific work phases and estimate the cost of each phase, identifying projected fees and disbursements. NJSIG reserves the right to revise any budget prepared by Outside Counsel and has final authority to approve any budget. Outside Counsel's budget materials provided to NJSIG within thirty (30)

days of assignment of a matter. Counsel then should update these estimates whenever a significant change to prior estimates is contemplated.

A case evaluation must be provided at least seven days prior to the date on which initial action is required on a matter, whether that be the removal of a matter from state to federal court, or the filing of an answer or a motion to dismiss. This initial case evaluation shall in any event be provided no later than fifteen (15) days after Outside Counsel has received an assignment, whichever date is earlier.

It is critical that the case evaluation for a matter be updated after any event which significantly impacts the valuation of the matter. NJSIG must be informed of any event which significantly impacts the valuation of the matter immediately. At a minimum, the case evaluation must be updated: 1) sixty days before the discovery end date(s); 2) seven days prior to the arbitration date; 3) thirty days prior to mediation date(s); and, sixty days prior to trial date(s). All case evaluation updates must be provided in the form of Exhibit A, and the billing of such updates to the evaluation should reflect updates to the evaluation only.

## **5.2 Documents prepared for service or filing**

Documents prepared for service or filing or receipt by the a party to the matter, the court, arbitrator or mediator should be sent to Chief Legal Officer with enough lead time to allow for meaningful review (*e.g.*, a minimum of one week for major papers and non-urgent matters). Documents to be reviewed are: motions, briefs, consent / confidentiality agreements, and any significant matter before the court, mediator or arbitrator. There may be instances when answers will be reviewed. No motions, briefs or other correspondence with the Court may be filed on behalf of the NJSIG and/or its insured unless those briefs have been approved by the Chief Legal Counsel (or, in the event of the Chief Legal Counsel's unavailability, the Chief Legal Counsel's designee). Documents that do not necessarily require review are: stipulations to extend time to answer or other routine documents. If you have a question if a document should be reviewed, consult with your NJSIG Claim Representative or Chief Legal Officer. All case evaluations and settlement agreements must make use of NJSIG's standard forms. Before drafting or conducting research on any brief, motion, Outside Counsel must contact NJSIG to obtain any available sample briefs or motions. Any billing attributable to the Firm's failure to obtain available sample briefs or motions will not be compensable at NJSIG's sole discretion.

## **5.3 Matter status reports**

NJSIG requires Outside Counsel to provide a matter status report (formerly known as an adjudication report) in the form specified as Exhibit B. NJSIG requires a matter on the first business day of every month. You must advise NJSIG, in an

adjudication report, of all discovery end dates, trials, mandatory arbitrations and mediations on a monthly basis, by the first of the month. You must advise if any events are scheduled at least 60 days in advance. This report is to be submitted to the Claims supervisor.

#### **5.4 Discovery materials**

You must send a copy of all discovery materials, including from the insured, all defendants, and all plaintiffs to the NJSIG claims file by email at [claims2@njsig.org](mailto:claims2@njsig.org). Summary reports will only be prepared upon request by NJSIG. All emails transmitting discovery materials must include the NJSIG claims number. In the event that discovery materials exceed the allowable size for email, NJSIG will provide a method of transmittal.

#### **5.5 Communications**

You must communicate all significant events in writing by email to the assigned NJSIG Claims Representative with a copy to the NJSIG claims file at [claims2@njsig.org](mailto:claims2@njsig.org). All written communications with NJSIG must include our claim number, case caption, docket number and any pertinent dates.

### **6 Working relationship**

#### **6.1 Identification of Objectives**

The NJSIG Claim Representative will be your Firm's contact with NJSIG. Outside Counsel shall designate an attorney to be the NJSIG Claim Representative's principal point of contact. Through the NJSIG Claim Representative, NJSIG remains responsible, in collaboration with Outside Counsel, for making all substantive decisions and for determining the costs and benefits of contemplated legal activity. NJSIG expects to be consulted on a regular basis throughout the course of your engagement and to be kept fully informed of the current status and proposed course of the matters assigned to your Firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about NJSIG legal matters must be made in collaboration with the NJSIG Claim Representative.

In some instances, NJSIG may elect to use cost-effective internal resources or expertise for particular aspects of a legal matter. For example, NJSIG may choose to conduct its own verdict search. It therefore is essential that NJSIG be consulted in advance of all contemplated significant steps in a matter. In that way, we can jointly determine, for instance, whether a particular research project is necessary, if a motion

should be made, how document gathering and review can be handled most economically, if and when settlement discussions should begin, and who should conduct those discussions. Obviously, NJSIG expects that the time, cost and other resources spent on any legal matter must be commensurate with its significance.

NJSIG will not be responsible for any legal fees or costs incurred without the specific approval of the NJSIG Claim Representative, claims management or Chief Legal Officer outside these Guidelines.

## **6.2 Staffing**

Law firm staffing decisions regarding the attorneys who will work on a NJSIG matter, including both the overall staffing structure and the specific individuals involved, must be discussed in advance with the NJSIG Claim Representative. NJSIG expects to approve all attorney staffing assignments. Unless otherwise agreed, NJSIG expects the lead counsel retained to be directly and ultimately responsible for the entire assignment. The day-to-day involvement of the lead counsel, however, should be appropriate to the magnitude of the matters at issue and the efficiency required for a timely, cost effective, quality work product. When a senior lawyer can handle an assignment most efficiently (based on skill and experience), we expect that lawyer to complete the assignment. Work suitable to more junior attorneys should be delegated. Attorneys should not be used to perform tasks that could effectively be performed by non-attorney staff.

NJSIG expects to be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel, unless previously authorized.

It is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and expects Outside Counsel to strive for such continuity. NJSIG will not pay for learning time that may result from staffing changes. In addition, NJSIG will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars. NJSIG does not expect to be billed and will not pay for time submitted by librarians; secretaries; billing, filing, docketing, or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals.

If the NJSIG Claim Representative determines, after consultation with Outside Counsel, that staffing is inappropriate for particular tasks performed, the hourly rate charged may be reduced to a rate consistent with that of a lower level professional in NJSIG's sole discretion. Similarly, if the NJSIG Claim Representative determines that excessive time was spent on a particular task, the time billed may be reduced within NJSIG Claim Representative's sole discretion. Please review the Acceptable

Fees/Charges section below for a list of clerical and administrative tasks that should not be billed, and will not be paid, no matter who performs the work.

## **7 Rates**

NJSIG will pay for actual services rendered at the following rates:

1. Subrogation and Recovery Litigation (C-2019-0006);
  - a. Fixed Fee:
    - i. Twenty-eight (28) percent on the first \$250,000 recovered;
    - ii. Twenty-five (25) percent on the next \$750,000 recovered; and,
    - iii. Twenty (20) percent on all amounts recovered in excess of \$1,000,000.
2. Insurance coverage counsel and litigation (C-2019-0007):
  - a. Hourly:
    - i. Partner(s): \$215.00 per hour;
    - ii. Associate(s): \$145.00 per hour;
    - iii. Legal Assistant(s)/Paralegal(s): \$75.00 per hour;

Time must be billed in 0.1 hour increments and on a per-task basis. The entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, NJSIG will not pay for more than eight (8) hours of time by a single timekeeper in a single day. Outside Counsel may request relief from this eight-hour limitation in matters of special urgency or where cases are in or approaching trial.

Outside Counsel should bear in mind that invoices will become public information when paid, and although NJSIG will not redact information before releasing bills for public consumption, counsel should, to the extent practicable consistent with the need to fully inform NJSIG of its activities and to allow NJSIG to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.



## **8 Acceptable Expenses/Charges**

NJSIG will reimburse for the following expenses:

- Photocopies at \$.08 per page or the Firm's actual cost if lower. The actual number of copies must be reflected on the invoice. Photocopying costs exceeding \$500.00 for a single job must be authorized in writing in advance by NJSIG;
- Postage (actual postage costs only, no surcharges or fees). NJSIG will reimburse for couriers and overnight mail only when absolutely necessary;
- Attorney travel time will be billed at half the applicable hourly rate. Attorney travel time will be billed from the closer of the firm's office or the attorney's home to the destination. Travel time must be clearly indicated on the invoice or the attorney's home;
- Parking and tolls;
- Additional expenses may be approved by NJSIG in extraordinary circumstances. Such approval must be received before said expenses are incurred.

Out-of-pocket costs must be itemized and passed through with no markup. NJSIG will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of NJSIG, with the exceptions and limitations set forth in these Guidelines. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. NJSIG may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$3,000.00) or disbursements without description.

Thus, NJSIG will not pay for any of the following under any circumstances:

- Fax charges or scanning charges;
- Courier charges (unless there is prior approval);
- In-house courier charges;
- Case management legal education for any personnel;
- Computerized legal research costs;
- Library usage (including book purchases or subscriptions) or library staff time;
- Law office staff overtime;

- Cell phone or other telephone charges;
- Rent;
- Conference rooms;
- Equipment rental;
- Office supplies;
- Books and publications;
- Meals;
- Cabs and/or car services;
- Non-attorney or non-paralegal staff charges;
- Summer interns or legal interns;
- Any surcharge over actual costs;
- Mileage;
- Travel time to meetings at NJSIG locations;
- Billing inquiries, including time spent by attorneys or other staff in preparing or discussing and preparing bills;
- Secretarial work or word processing time; this would include, but not be limited to, filing, typing/editing of memoranda and copying;
- Maintenance of a calendar or tickler system;
- Scheduling correspondence (availability of a witness, expert, IME...);
- Investigating conflicts, whether actual or potential;
- Preparation of budgets;
- General, diary or status file reviews (a review without a precipitating event);
- File reviews caused by a decision in Outside Counsel's firm to transfer the entire case or portion of a case between personnel;
- File review to add personnel or replace personnel handling a case. This includes attorney and staff time spent reviewing a matter to replace an attorney or staff on a case;
- Attorney time spent supervising or reviewing work or work product generated by a partner at the Firm. Although NJSIG will pay for attorney time spent supervising or reviewing associate work or work product, NJSIG expects that such time will be minimal, as it is contemplated that the Firm will implement appropriate quality control measures to ensure that staff with the appropriate skills are handling matters;
- Time spent preparing invoices or negotiating billing questions;
- Research on local rules or items considered basic or routine since NJSIG has retained Outside Counsel for its expertise and local experience;

- Preparation and/or review of internal memos;
- NJSIG will not pay for the attendance of more than one (1) attorney at a meeting, whether internal or external, unless prior approval has been requested and received from NJSIG. Only one representative of a Firm shall bill for intra-office meetings or consultations;
- NJSIG will not pay for compilation of any periodic status report regarding case values. NJSIG will not pay for providing updates to NJSIG's third party administrator or required to be provided to the Chief Legal Officer when such updates consume less than 0.3 hours;
- NJSIG will not pay for the preparation of summary reports of discovery events unless specifically requested.

Be Mindful of School Ethical Guidelines. When hosting or traveling with School personnel, please bear in mind that School employees are bound by strict ethical guidelines and cannot accept gifts of any kind from Outside Counsel.

Vendor discounts must be passed through. If your Firm receives a discount or rebate from a vendor based on your aggregate level of business with a vendor, NJSIG expects such discount to be disclosed and to receive the benefit on a proportionate basis.

## **9 Exceptions**

It is Outside Counsel's responsibility to discuss with the NJSIG Claim Representative all questions concerning the application of these Guidelines before proceeding on a course of action not specifically authorized by the Guidelines. The NJSIG Claim Representative has authority to modify or waive Guidelines impacting the conduct of a matter, but not to modify or waive Guidelines related to billing. If an exception to the billing aspects of any Guidelines is deemed necessary by Outside Counsel, a written request must be submitted and written approval must be obtained from the Chief Legal Office or Claims Manager. NJSIG will not reimburse Outside Counsel for any fees or expenses incurred in violation of these Guidelines, absent such a written exception.

NJSIG does not authorize Outside Counsel or vendors to comment publicly in any manner on any aspect of NJSIG's legal matters. All media inquiries relating to NJSIG should be referred promptly to the Claims Manager or their designee. This includes even "no comment" or other non-substantive responses.

## **10 Engagement of Experts and Vendors**

Before engaging any expert or vendor, Outside Counsel must pre-clear that engagement with the NJSIG Claim Representative. NJSIG will not be responsible for any vendor fees or costs incurred unless that vendor's engagement had been pre-cleared.

Outside Counsel has the responsibility to ensure that there are no conflicts between any third party, the insured and NJSIG. In addition, all third party vendors must execute a confidentiality agreement. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by third parties. It is Outside Counsel's responsibility to confirm that all third party billings are in compliance with this Agreement.

Expert and vendor payment arrangements should be discussed in advance with the NJSIG Claim Representative. In general, NJSIG expects invoices from third party vendors to be paid directly by Outside Counsel, incorporated into Outside Counsel's invoice to NJSIG and should include the appropriate detail. Copies of third party invoices may be requested by NJSIG and should be retained in accordance with Internal Revenue Service ("IRS") guidelines. The NJSIG Claim Representative may approve other payment arrangements.

## **11 Malpractice Insurance**

Outside Counsel representing NJSIG and/or its insureds are expected to maintain legal malpractice insurance coverage that is reasonable and prudent. Every year, Outside Counsel shall promptly provide the Claims manager with copies of any applicable policies required under this section. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Claims manager.

## **12 File Retention**

To the extent consistent with the Rules of Professional Conduct or any applicable laws or regulations, governing the Firm and its members, all records and data, including, but not limited to pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product, of any kind relating to NJSIG, or matters referred to the Firm by NJSIG shall belong to NJSIG, and its insured, and shall be surrendered to NJSIG upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of seven (7) years from the date of final payment, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by the Firm for NJSIG during normal business hours. Furthermore, such records, books, and files

relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to the Firm by NJSIG for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, records must be made available to the state office of comptroller upon request. Outside Counsel shall notify NJSIG in writing no less than sixty (60) days prior to destroying any file.

### **13 Confidentiality**

In the course of representing NJSIG, Outside Counsel frequently gains access to nonpublic and confidential information. NJSIG requires Outside Counsel to maintain the confidentiality of such information both during and after the course of the firm's representation. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security number or other such information, then this information must be handled with great care both within Outside Counsel's premises and, certainly, outside. Under no circumstances should such confidential information be transported outside your offices unless the information is appropriately encrypted, and in the event information is compromised or potentially compromised, Outside Counsel must notify NJSIG immediately. Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Third party vendors engaged by Outside Counsel that acquire or have access to confidential or proprietary material of NJSIG (including work product) should be requested to sign the confidentiality agreement. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from third party vendors and to retain it.

Please note that under no circumstances can NJSIG agree to designate a settlement agreement confidential. All NJSIG settlement records are public documents.

### **14 Invoicing Policy**

All invoices must be submitted quarterly. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, NJSIG will not pay for services or expenses incurred more than 120 days prior to the date the invoice is submitted.

Absent a specific agreement for an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services

expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded up or down, as the case may be, to the nearest one-tenth of an hour. Block billing – grouping multiple activities under a single time charge – will not be accepted, and NJSIG will not pay for any time recorded in a block fashion.

Every bill from Outside Counsel is deemed a certification by the firm and billing partner that the legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services. Attorney and paralegal time and disbursements that are not necessary for the cost-effective handling of the legal matter should be deleted and will not be reimbursed.

NJSIG reserves the right to audit all fees and disbursements submitted by Outside Counsel, and the corresponding legal file. NJSIG will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or these Guidelines.

#### **14.1 Invoice Format**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- NJSIG's matter number
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the service provided or task performed for each specific task. The description should clearly state the nature of the task performed sufficient to allow NJSIG to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'miscellaneous', 'other', etc.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from your computerized billing system will provide this information. If your Firm provides services on more than one matter during a billing period, a separate invoice for each matter is required

## **15 Other terms**

### **15.1 Termination**

NJSIG may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the Firm. The Firm may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice. In the event that this agreement is terminated, NJSIG reserves the right to allow assigned matters to remain with the firm to completion, or to reassign the matters to alternate Outside Counsel.

### **15.2 Payment**

Payment shall be made in monthly installments (unless otherwise specified), provided the Firm submits a duly authorized invoice at least 20 days prior to the next regularly scheduled meeting of NJSIG's governing body. Final Payment will be withheld until the vendor's continued service is determined. If the vendor's contract will not be renewed or is terminated – final payment will not be made until all provisions of the contract have been satisfied. This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

### **15.3 Independent Contractor Status**

The Firm at all times shall be an independent contractor, and employees of the Firm shall in no event be considered employees of NJSIG. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

### **15.4 New Jersey Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

### **15.5 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.

### **15.6 No Assignment**

The Firm shall not assign this Agreement without the specific written consent of NJSIG.

### **15.7 Modification**

No modification of this Agreement shall be valid or binding unless the modification is in writing and executed by NJSIG and the Firm.

### **15.8 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 such 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.

### **15.9 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 Firm to NJSIG.

### **15.10 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.



### **15.11 Proprietary Information**

The Firm shall not reveal to any third party any information that NJSIG has defined as proprietary without the express written consent of NJSIG. In addition, the Firm shall promptly advise NJSIG upon being interviewed or retained by a prospective new client operating in the field of casualty insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with THE TERMINATION CLAUSE of this agreement.

### **15.12 Electronic Mail**

The Firm agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other the Firms of NJSIG and to meet reporting requirements of the Executive Director. The Firm agrees that all financial and agenda reports shall be submitted in electronic formats established by the NJSIG Finance Committee via electronic mail. The Firm further agrees that all personnel working under this contract shall direct access to the Firm's electronic mail system and shall have individual electronic mail addresses.

### **15.13 News Releases**

The Firm is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

### **15.14 Advertising**

The Firm shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

### **15.15 Licenses and Permits**

The Firm shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Firm shall supply NJSIG with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the proposer in its proposal.

### **15.16 Intellectual Property**

To the extent the professional services furnished pursuant to this agreement include materials subject to copyright, the Firm agrees that the services are done as “work made for hire” as that term is defined under U.S. copyright law, and that as a result, NJSIG will own all copyrights in the materials produced pursuant to this agreement.

### **15.17 Effective Date**

The date signed by NJSIG. Prior to accepting a matter, the Firm must sign this Professional Services Agreement.

**By the Firm:**

Firm: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

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

**By NJSIG:**

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

Name: Jill Deitch, Esq.

Title: Executive Director

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

Exhibit

7.9



New Jersey Schools Insurance Group  
6000 Midlantic Drive, Suite 300 North  
Mount Laurel, New Jersey 08054  
[www.njsig.org](http://www.njsig.org)

May 15, 2020

**VIA CERTIFIED MAIL**

[Attorney Name]

[Firm Name]

[Address Line One]

[Address Line Two]

**Re: Professional Services Agreement**

Dear Sir/Madam:

Attached is the Professional Services Agreement that governs the handling of all NJSIG school board insurance group counsel (L-2020-0001) matters. Kindly execute and return a copy of this agreement.

Please let me know if you have any questions.

Sincerely yours,

\_\_\_\_\_

Enc.

# **Professional Services Agreement**

## **1 Introduction**

This Professional Services Agreement is effective for all work performed after its execution. By accepting an engagement by the New Jersey Schools Insurance Group, herein after “NJSIG,” your organization, herein after “the Firm,” or “your Firm” will be deemed to have familiarized themselves with this Professional Services Agreement. NJSIG expects you to provide a copy of this Professional Services Agreement to all attorneys, senior managers and billing team members working on NJSIG matters. Outside Counsel should promptly contact the NJSIG Chief Legal Officer or her designee with any questions relating to the application of these Guidelines. The NJSIG Chief Legal Officer shall be the principal point of contact.

NJSIG reserves the right to amend these Guidelines at any time, providing written notification to Outside Counsel within thirty (30) days of any substantive changes becoming effective.

## **2 Term**

This contract shall commence on the Effective Date and continue for twelve (12) months. Either party may terminate this contract at any time with or without cause by providing the other written notice of termination. In the event of such notice, the terms and conditions of this Agreement shall remain in effect and apply to any matters that have previously been referred to Outside Counsel by NJSIG.

## **3 Retention**

NJSIG will retain Outside Counsel through a written request for work that may be either mailed or sent electronically. NJSIG retains the right to assign matters to Outside Counsel, and to remove matters from Outside Counsel at any time, and for any reason, at the sole discretion of the NJSIG Chief Legal Officer.

### **3.1 Initial Conflicts Check**

Prior to your engagement, your Firm should carefully review whether any conflicts exist and bring them to the attention of NJSIG’s Chief Legal Officer. NJSIG expects to be promptly informed of and consulted with respect to all potential conflicts. Although issue or position conflicts may not necessarily result in a disqualification of your Firm, NJSIG does expect to be consulted before your Firm accepts an engagement. NJSIG, after consultation with Outside Counsel, shall have the sole discretion to determine whether an impermissible conflict exists. As NJSIG members are public entities, they are prohibited from waiving conflicts under R.P.C. 7.1(b).

The acceptance of an engagement on a matter by Outside Counsel without written disclosure of any conflicts constitutes a representation by Outside Counsel that a conflict check has been conducted and that there are no conflicts.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to NJSIG immediately.

#### **4 Responsibilities of NJSIG**

The NJSIG Chief Legal Officer has the ultimate responsibility for the matter, including financial and strategic decisions. Only the NJSIG Chief Legal Officer has authority to direct Outside Counsel in the handling of the matter.

The NJSIG Chief Legal Officer will provide clear, specific instructions; communicate NJSIG's objectives; closely monitor the management plan and budget; follow the progress of the matter; keep Outside Counsel informed of important developments; and act as liaison between Outside Counsel and NJSIG.

#### **5 Responsibilities of Outside Counsel**

##### **5.1 Generally**

NJSIG will retain Outside Counsel through a written request for work that may be either mailed or sent electronically. This request for work will detail the precise nature of the request for legal services. This includes, but is not limited to, advice, negotiations and litigation on all legal matters that may arise for a school board insurance group of a size and scope commensurate with that of NJSIG. This includes, but is not limited to, representing and providing advice to NJSIG and its Board of Trustees on matters arising under the Public School Contracts Law ("PSCL"), N.J.S.A. 18A:18A-1, et seq.; Open Public Records Act ("OPRA"); N.J.S.A. 47:1A-1, et seq.; Open Public Meetings Act ("OPMA"); N.J.S.A. 10:4-6, et seq.; Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. § 201, et seq.; Consolidated Omnibus Budget Reconciliation Act ("COBRA") amendments to Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. §§ 1161-1168; Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101, et seq.; Family and Medical Leave Act of 1993 ("FMLA"), 29 U.S.C. § 2601-2619; New Jersey Family Leave Act ("NJFLA"), N.J.S.A. 34:11B-1, et seq.; New Jersey Tort Claims Act ("NJTCA"), N.J.S.A. 59:1-1, et seq.; the New Jersey Civil Rights Act ("NJCRA"), N.J.S.A. 10:6-1, et seq.; 42 U.S.C. § 1983; New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1, et seq.; Title VII of the Civil

Rights Act of 1964, 42 U.S.C. § 2000(e), et seq.; and Age Discrimination in Employment Act (“ADEA”), 29 U.S.C. § 623(a).

## **5.2 Documents prepared for service or filing**

In all litigated matters, documents prepared for service or filing or receipt by the a party to the matter, the court, arbitrator or mediator should be sent to Chief Legal Officer with enough lead time to allow for meaningful review (*e.g.*, a minimum of one week for major papers and non-urgent matters). Documents to be reviewed are: motions, briefs, consent / confidentiality agreements, and any significant matter before the court, mediator or arbitrator. There may be instances when answers will be reviewed. No motions, briefs or other correspondence with the Court may be filed on behalf of the NJSIG and/or its insured unless those briefs have been approved by the Chief Legal Counsel (or, in the event of the Chief Legal Counsel’s unavailability, the Chief Legal Counsel’s designee). Documents that do not necessarily require review are: stipulations to extend time to answer or other routine documents. If you have a question if a document should be reviewed, consult with the NJSIG Chief Legal Officer. All case evaluations and settlement agreements must make use of NJSIG’s standard forms. Before drafting or conducting research on any brief, motion, Outside Counsel must contact NJSIG to obtain any available sample briefs or motions. Any billing attributable to the Firm’s failure to obtain available sample briefs or motions will not be compensable at NJSIG’s sole discretion.

## **5.3 Communications**

You must communicate all significant events in writing by email to the NJSIG Chief Legal Officer.

## **6 Working relationship**

### **6.1 Identification of Objectives**

The NJSIG Chief Legal Officer will be your Firm’s contact with NJSIG. Outside Counsel shall designate an attorney to be the NJSIG Chief Legal Officer’s principal point of contact. Through the NJSIG Chief Legal Officer, NJSIG remains responsible, in collaboration with Outside Counsel, for making all substantive decisions and for determining the costs and benefits of contemplated legal activity. NJSIG expects to be consulted on a regular basis throughout the course of your engagement and to be kept fully informed of the current status and proposed course of the matters assigned to your Firm. All strategic, tactical, staffing (including any proposed staffing changes) and

significant resource allocation decisions about NJSIG legal matters must be made in collaboration with the NJSIG Chief Legal Officer.

NJSIG will not be responsible for any legal fees or costs incurred without the specific approval of the NJSIG Chief Legal Officer outside these Guidelines.

## **6.2 Staffing**

Law firm staffing decisions regarding the attorneys who will work on a NJSIG matter, including both the overall staffing structure and the specific individuals involved, must be discussed in advance with the NJSIG Chief Legal Officer. NJSIG expects to approve all attorney staffing assignments. Unless otherwise agreed, NJSIG expects the lead counsel retained to be directly and ultimately responsible for the entire assignment. The day-to-day involvement of the lead counsel, however, should be appropriate to the magnitude of the matters at issue and the efficiency required for a timely, cost effective, quality work product. When a senior lawyer can handle an assignment most efficiently (based on skill and experience), we expect that lawyer to complete the assignment. Work suitable to more junior attorneys should be delegated. Attorneys should not be used to perform tasks that could effectively be performed by non-attorney staff.

It is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and expects Outside Counsel to strive for such continuity. NJSIG will not pay for learning time that may result from staffing changes. In addition, NJSIG will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars. NJSIG does not expect to be billed and will not pay for time submitted by librarians; secretaries; billing, filing, docketing, or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals.

If the NJSIG Chief Legal Officer determines, after consultation with Outside Counsel, that staffing is inappropriate for particular tasks performed, the hourly rate charged may be reduced to a rate consistent with that of a lower level professional in NJSIG's sole discretion. Similarly, if the NJSIG Chief Legal Officer determines that excessive time was spent on a particular task, the time billed may be reduced within NJSIG Chief Legal Officer's sole discretion. Please review the Acceptable Fees/Charges section below for a list of clerical and administrative tasks that should not be billed, and will not be paid, no matter who performs the work.

## **7 Rates**

NJSIG will pay for actual services rendered at the following rates:



1. School board insurance group counsel (L-2020-0001):

a. Hourly:

- i. Partner(s): \$225.00 per hour;
- ii. Associate(s): \$155.00 per hour;
- iii. Legal Assistant(s)/Paralegal(s): \$75.00 per hour;

Time must be billed in 0.1 hour increments and on a per-task basis. The entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, NJSIG will not pay for more than eight (8) hours of time by a single timekeeper in a single day. Outside Counsel may request relief from this eight-hour limitation in matters of special urgency or where cases are in or approaching trial.

Outside Counsel should bear in mind that invoices will become public information when paid, and although NJSIG may not redact information before releasing bills for public consumption, counsel should, to the extent practicable consistent with the need to fully inform NJSIG of its activities and to allow NJSIG to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

## **8 Acceptable Expenses/Charges**

NJSIG will reimburse for the following expenses:

- Photocopies at \$.08 per page or the Firm's actual cost if lower. The actual number of copies must be reflected on the invoice. Photocopying costs exceeding \$500.00 for a single job must be authorized in writing in advance by NJSIG;
- Postage (actual postage costs only, no surcharges or fees). NJSIG will reimburse for couriers and overnight mail only when absolutely necessary;
- Attorney travel time will be billed at half the applicable hourly rate. Attorney travel time will be billed from the closer of the firm's office or the attorney's home to the destination. Travel time must be clearly indicated on the invoice or the attorney's home;
- Parking and tolls;
- Additional expenses may be approved by NJSIG in extraordinary circumstances. Such approval must be received before said expenses are incurred.

Out-of-pocket costs must be itemized and passed through with no markup. NJSIG will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of NJSIG, with the exceptions and limitations set forth in these Guidelines. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. NJSIG may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$3,000.00) or disbursements without description.

Thus, NJSIG will not pay for any of the following under any circumstances:

- Fax charges or scanning charges;
- Courier charges (unless there is prior approval);
- In-house courier charges;
- Case management legal education for any personnel;
- Computerized legal research costs;
- Library usage (including book purchases or subscriptions) or library staff time;
- Law office staff overtime;
- Cell phone or other telephone charges;
- Rent;
- Conference rooms;
- Equipment rental;
- Office supplies;
- Books and publications;
- Meals;
- Cabs and/or car services;
- Non-attorney or non-paralegal staff charges;
- Summer interns or legal interns;
- Any surcharge over actual costs;
- Mileage;
- Travel time to meetings at NJSIG locations;
- Billing inquiries, including time spent by attorneys or other staff in preparing or discussing and preparing bills;
- Secretarial work or word processing time; this would include, but not be limited to, filing, typing/editing of memoranda and copying;
- Maintenance of a calendar or tickler system;
- Scheduling correspondence (availability of a witness, expert, IME...);
- Investigating conflicts, whether actual or potential;
- Preparation of budgets;

- General, diary or status file reviews (a review without a precipitating event);
- File reviews caused by a decision in Outside Counsel's firm to transfer the entire case or portion of a case between personnel;
- File review to add personnel or replace personnel handling a case. This includes attorney and staff time spent reviewing a matter to replace an attorney or staff on a case;
- Attorney time spent supervising or reviewing work or work product generated by a partner at the Firm. Although NJSIG will pay for attorney time spent supervising or reviewing associate work or work product, NJSIG expects that such time will be minimal, as it is contemplated that the Firm will implement appropriate quality control measures to ensure that staff with the appropriate skills are handling matters;
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- NJSIG will not pay for the preparation of summary reports of discovery events unless specifically requested.

Be Mindful of School Ethical Guidelines. When hosting or traveling with School personnel, please bear in mind that School employees are bound by strict ethical guidelines and cannot accept gifts of any kind from Outside Counsel.

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coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the NJSIG Chief Legal Officer.

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To the extent consistent with the Rules of Professional Conduct or any applicable laws or regulations, governing the Firm and its members, all records and data, including, but not limited to pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product, of any kind relating to NJSIG, or matters referred to the Firm by NJSIG shall belong to NJSIG, and its insured, and shall be surrendered to NJSIG upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of seven (7) years from the date of final payment, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by the Firm for NJSIG during normal business hours. Furthermore, such records, books, and files relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to the Firm by NJSIG for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, records must be made available to the state office of comptroller upon request. Outside Counsel shall notify NJSIG in writing no less than sixty (60) days prior to destroying any file.

## **13 Confidentiality**

In the course of representing NJSIG, Outside Counsel frequently gains access to nonpublic and confidential information. NJSIG requires Outside Counsel to maintain the confidentiality of such information both during and after the course of the firm's representation. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security number or other such information, then this information must be handled with great care both within Outside Counsel's premises and, certainly, outside. Under no circumstances should such confidential information be transported outside your offices unless the information is appropriately encrypted, and in the event information is compromised or potentially compromised, Outside Counsel must notify NJSIG immediately. Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Third party vendors engaged by Outside Counsel that acquire or have access to confidential or proprietary material of NJSIG (including work product) should be requested to sign the confidentiality agreement. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from third party vendors and to retain it.

Please note that under no circumstances can NJSIG agree to designate a settlement agreement confidential. All NJSIG settlement records are public documents.

## **14 Invoicing Policy**

All invoices must be submitted quarterly. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, NJSIG will not pay for services or expenses incurred more than 120 days prior to the date the invoice is submitted.

Absent a specific agreement for an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded up or down, as the case may be, to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and NJSIG will not pay for any time recorded in a block fashion.

Every bill from Outside Counsel is deemed a certification by the firm and billing partner that the legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services. Attorney and paralegal time and disbursements that are not necessary for the cost-effective handling of the legal matter should be deleted and will not be reimbursed.

NJSIG reserves the right to audit all fees and disbursements submitted by Outside Counsel, and the corresponding legal file. NJSIG will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or these Guidelines.

### **14.1 Invoice Format**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name

- NJSIG's matter number
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the service provided or task performed for each specific task. The description should clearly state the nature of the task performed sufficient to allow NJSIG to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'miscellaneous', 'other', etc.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from your computerized billing system will provide this information. If your Firm provides services on more than one matter during a billing period, a separate invoice for each matter is required

## **15 Other terms**

### **15.1 Termination**

NJSIG may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the Firm. The Firm may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice. In the event that this agreement is terminated, NJSIG reserves the right to allow assigned matters to remain with the firm to completion, or to reassign the matters to alternate Outside Counsel.

### **15.2 Payment**

Payment shall be made in monthly installments (unless otherwise specified), provided the Firm submits a duly authorized invoice at least 20 days prior to the next regularly scheduled meeting of NJSIG's governing body. Final Payment will be withheld until the vendor's continued service is determined. If the vendor's contract will not be renewed or is terminated – final payment will not be made until all provisions of the

contract have been satisfied. This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

### **15.3 Independent Contractor Status**

The Firm at all times shall be an independent contractor, and employees of the Firm shall in no event be considered employees of NJSIG. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

### **15.4 New Jersey Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

### **15.5 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.

### **15.6 No Assignment**

The Firm shall not assign this Agreement without the specific written consent of NJSIG.

### **15.7 Modification**

No modification of this Agreement shall be valid or binding unless the modification is in writing and executed by NJSIG and the Firm.

### **15.8 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 such 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.



### **15.9 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 Firm to NJSIG.

### **15.10 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.

### **15.11 Proprietary Information**

The Firm shall not reveal to any third party any information that NJSIG has defined as proprietary without the express written consent of NJSIG. In addition, the Firm shall promptly advise NJSIG upon being interviewed or retained by a prospective new client operating in the field of casualty insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with THE TERMINATION CLAUSE of this agreement.

### **15.12 Electronic Mail**

The Firm agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other the Firms of NJSIG and to meet reporting requirements of the Executive Director. The Firm agrees that all financial and agenda reports shall be submitted in electronic formats established by the NJSIG Finance Committee via electronic mail. The Firm further agrees that all personnel working under this contract shall direct access to the Firm's electronic mail system and shall have individual electronic mail addresses.

### **15.13 News Releases**

The Firm is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the NJSIG Chief Legal Officer.

#### **15.14 Advertising**

The Firm shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the NJSIG Chief Legal Officer.

#### **15.15 Licenses and Permits**

The Firm shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Firm shall supply NJSIG with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the proposer in its proposal.

#### **15.16 Intellectual Property**

To the extent the professional services furnished pursuant to this agreement include materials subject to copyright, the Firm agrees that the services are done as "work made for hire" as that term is defined under U.S. copyright law, and that as a result, NJSIG will own all copyrights in the materials produced pursuant to this agreement.

**15.17 Effective Date**

The date signed by NJSIG. Prior to accepting a matter, the Firm must sign this Professional Services Agreement.

**By the Firm:**

**By NJSIG:**

Firm: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

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

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

Name: \_\_\_\_\_ Jill Deitch, Esq.

Title: \_\_\_\_\_ Executive Director

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