

REQUEST FOR PROPOSALS

PENNSYLVANIA LEGAL SERVICES

(LABOR COUNSEL)

MARCH 9, 2022



Delaware River
Joint Toll Bridge
Commission

**REQUEST FOR PROPOSALS:
LEGAL SERVICES – PENNSYLVANIA LABOR COUNSEL**

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The Delaware River Joint Toll Bridge Commission - The Commission is a bi-state agency created under a 1934 agreement between the Commonwealth of Pennsylvania and the State of New Jersey and ratified in 1935 by the U.S. Congress in accordance with the Compact Clause to the U.S. Constitution. The Commission’s authority has been reaffirmed in court decisions and subsequent Compact supplements.

The Bridge System - The Commission owns and operates 20 bridges crossing the low-saline and non-saline portions of the Delaware River between Pennsylvania and New Jersey. The southernmost crossing is the Trenton-Morrisville (Route 1) Toll Bridge and the northernmost is the Milford-Montague (Route 206) Toll Bridge. Eight of the crossings are toll bridges. Twelve are non-toll (“toll-supported”) bridges, including two pedestrian-only spans. In addition to the bridges crossing the Delaware, the Commission owns and maintains 34 approach bridges (overpasses and underpasses) within its jurisdiction. The bi-state agency currently functions in accordance with the Compact last updated by its two jurisdictional states in 1985 and affirmed by the U.S. Congress in 1987. The agency employs approximately 400 full-time employees, the majority being toll collectors, maintenance workers, and bridge safety/security monitors. The Commission fulfills its regional transportation mission without state or federal subsidies; funding for the operation, maintenance and improvement of the Commission’s bridges and related facilities is derived solely from revenues collected at the agency’s eight toll bridges.

Additional information regarding the Commission is available on the Commission’s web site at: www.drjtbc.org

The Commission wishes to engage the services of labor counsel to provide advice to the Commission on a required basis for a variety of topics. We are pleased to invite you to submit your qualifications for appointment as PA Legal Services- Labor Counsel in response to this Request for Proposals for Labor Counsel (“RFP”).

Scope of Services to be Provided During the Contract Term, as Required

- A. To review agendas and material submitted for consideration at meetings of the Commissioners.
- B. To attend all regular and special meetings of the Commission including all Committee Meetings and Executive Sessions prior to regular monthly meetings.
- C. To participate in office conferences, whether in counsel's office or offices of the Commission, or virtually, with members of the Commission or its staff to render legal advice or review material on which legal advice is sought in connection with labor or personnel-related retainer service tasks.
- D. To forebear from undertaking the representation of any client who might be reasonably expected to have a position adverse to the Commission.
- E. To keep informed of changes in law for labor or personnel-related issues that might affect the Commission.

RESPONSE TO REQUEST FOR PROPOSALS

In responding to this Request for Proposals, please address the following areas:

1. Provide the names, contact information (addresses, telephone and e-mail addresses), relevant experience and proposed roles of those individuals who will be directly responsible for serving the Commission on a day-to-day basis.
2. Please give a brief history of your firm, specifically discussing your firm's commitment to governmental public bodies.
3. Please provide contact information from (3) three current and/or past clients.
4. Describe your firm's knowledge and experience with Governmental bodies.
5. Discuss your firm's experience and presence within the Commonwealth of Pennsylvania and/or the State of New Jersey, including all formal and advisory relationships as well as offices and employees in either State.
6. The Delaware River Joint Toll Bridge Commission (DRJTBC) promotes and encourages Minority-, Women-, Small-, Disadvantaged-, Disabled-, and Veteran-owned businesses (referred to as "Identified Business Enterprises" or "IBE(s)") to participate in business opportunities with the DRJTBC. Please indicate whether your firm is qualified as an IBE in the Commonwealth of Pennsylvania and/or the State of New Jersey as referenced above. Describe your firm's policy relative to the prohibition of discriminatory work practices.
7. Describe any potential conflicts that might arise if your firm is selected to serve as legal counsel to the Commission.
8. Describe any litigation, threatened or pending, against your firm which might materially affect your ability to serve the Commission.
9. Describe any regulatory action or notice taken by any oversight body against your firm or local office.
10. Please describe any unique opportunities which your firm feels are appropriate for consideration by the Commission.

Fee Proposal

For and in consideration of the professional services to be performed under the terms of this proposal, the Commission shall compensate the Consultant in the amount of **\$30,000.00** per annum to be paid in Twelve (12) monthly installments of **\$2,500.00** each. The invoice transmitted by Counsel must include a time report covering the activities of the Consultant for the month. Invoices must be received in the Commission's office no later than the 15th of the month following the invoice period.

The proposed fee will include payment for all direct and indirect professional, technical and clerical salaries, overhead and profit, and all out-of-pocket expenses including but not limited to mileage, printing, photocopying, materials, etc.

Out-of-Retainer tasks not described in the scope of work set forth in this proposal shall be compensated at an hourly rate of two hundred fifty dollars (**\$250.00**) per hour.

Out-of-Retainer tasks shall be defined as follows:

1. Representing and defending Commission in any suit or proceeding, as directed by the Executive Director.
2. Special Projects as directed by the Executive Director.

All "Out-of-Retainer tasks" must be approved by the Executive Director, via Task Number, prior to start of the additional services.

Counsel shall be compensated at an hourly rate of **\$250.00** per hour for Out-of-Retainer tasks. Counsel shall also be paid out of pocket expenses subject to approval by the Executive Director including travel expenses mileage, tolls, parking, meals, and hotel- where appropriate.

Statement of Qualifications and Fee Proposal Submission

An original, five (5) copies, and thumb drive containing an electronic copy of your statement of qualifications and acceptance of the aforementioned fee proposal must be received at the offices of the Commission no later than **2:00 p.m. EDT on April 8, 2022.**

RFP Response: Pennsylvania Legal Services – Labor Counsel
Delaware River Joint Toll Bridge Commission
1199 Woodside Road
Yardley, PA 19067
c/o Arnold Conoline, Chief Administrative Officer

Inquiries concerning this RFP are to be directed, via email to Arnold Conoline at aconoline@drjtbc.org. To be given consideration, all inquiries must be received by **COB on April 1, 2022.** Responses to the inquiries if any will be posted on the Commission's web site as an addendum by **April 6 2022.** All questions and responses will be posted on the Commission's web site at DRJTBC.org under the "**DOING BUSINESS**" header under the '**Current Procurements**' tab. The Commission will not be responsible for verbal responses.

Responses received after this time and date will not be considered. E-mailed and/or faxed Qualifications will not be accepted under any circumstances.

Selection will be made after consideration of all information requested and received including experience, quality of response, New Jersey and/or Pennsylvania presence. The Commission reserves the right to establish a fee schedule that is acceptable to the firm(s) selected and to negotiate fees when appropriate.

Communications with representatives of the Commission concerning this RFP, except as expressly set forth above, by you or on your behalf are not permitted during the submission process.

The Commission reserves the right to appoint a separate legal counsel on any additional issues, if any.

The Commission reserves the right to request additional information if necessary or to request an interview with firm(s) or to reject any and all proposals with or without cause and waive any irregularities or informalities in the proposals submitted. The Commission further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals. The Commission also reserves the right to reject any and all submitted proposals. In the event that all proposals are rejected, the Commission reserves the right to re-solicit proposals.

The Commission will not be responsible for any expenses in the preparation and/or presentation of the proposals and oral interviews, if any, or for the disclosure of any information or material received in connection with the solicitation, whether by negligence or otherwise.

All information submitted in response to this RFP will become the property of the Commission and may be open to inspection by members of the public.

In the event the Commission determines that additional clarification or information to this RFP is necessary; the Commission reserves the right to issue an addendum to this RFP.

Oral Presentations

After review of the responses, the Commission may, at its discretion, request any one or all firms to make an oral presentation to the Commission or its designee. Such presentations will provide firms with an opportunity to answer any questions the Commission may have on a firm's Statement of Qualifications. If such a presentation is necessary, Respondents will be notified. Failure to be prepared to make an oral presentation may prevent the firms from receiving further consideration.

NON-DISCRIMINATION AND DIVERSITY POLICY

The Commission prohibits discrimination in employment on the basis of race, color, religious creed, national origin, ancestry, gender, sexual orientation, age, Vietnam era veteran status, or disability. The Commission is strongly committed to developing and maintaining a diverse workforce, and highly values the perspectives and varied experiences that are found only in a diverse workforce. The Commission believes that promoting diversity is important to the success of its overall mission. Accordingly, the Commission requires its consultants/contractors to comply with all applicable nondiscrimination laws and encourages them to promote diversity within their workplace. To assist the Commission in its selection process, Respondents may provide evidence of their policies and practices relating to diversity.

**CONSULTANT/RETAINER
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
INSURANCE REQUIREMENTS**

NOTE TO CONSULTANT: CONSULTANTS ARE REQUIRED TO SUBMIT A SIGNED AND NOTARIZED LETTER FROM THEIR INSURANCE BROKER/AGENT STATING COMPLIANCE WITH THESE INSURANCE REQUIREMENTS AS NOTED UNDER THE "CERTIFICATE OF INSURANCE" HEADING OF THESE INSURANCE REQUIREMENTS.

Insurance:

Prior to commencement of any work under the Contract and until final payment is made for the work under the Contract (unless otherwise stated herein), Consultant shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII or better, and furnish to the Commission Certificates of Insurance evidencing same.

Notwithstanding anything herein to the contrary, if any part of the work under this Contract is to be performed by a sub-consultant and/or agent of the Consultant, such Consultant shall be responsible for each sub-consultant and/or agent maintaining insurance or, in the alternative, maintaining insurance on behalf of each sub-consultant and/or agent, as specified in, and in accordance with, the paragraphs below. The Contract that the Commission is entering into is solely with Consultant, and Consultant shall be solely responsible for all acts or failures to act of each of its sub-consultants and/or agents as if the actions or failures to act are the actions or failures to act of the Consultant. Consultant expressly acknowledges and agrees that the Commission's willingness to enter into the Contract is premised on Consultant taking responsibility for, and indemnifying, defending and holding harmless the Commission from and against, the acts and failures to act of each of their respective sub-consultants and/or agents. Nothing herein shall otherwise limit or alter Consultant's obligation (if any) to seek prior approval of sub-consultants and/or agents from the Commission, as such requirement may be set forth in the Contract.

1. Workers' Compensation and Employers Liability: in the state in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers' Compensation Coverage: In such amounts necessary to satisfy applicable statutory requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee

- Bodily Injury by Disease: \$500,000 policy limit
 - c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law (*PA only*).
 - d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.

- 2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).
 - a) Occurrence Form with the following limits:
 - (1) General Aggregate \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
 - b) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in paragraph 6 below).
 - c) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.

- 3. Automobile Liability including Physical Damage:

Coverage to include:

 - a) Per Accident Combined Single Limit \$1,000,000
 - b) All Owned, Hired and Non-Owned Vehicles
 - c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
 - d) Physical Damage Coverage must be included or self-insured as the Commission is not responsible for any property damage to the Consultant's vehicles.

- 4. Commercial Excess/Umbrella Liability:
 - a) Occurrence Limit: \$2,000,000
 - b) Aggregate Limit (where applicable): \$2,000,000
 - c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.

d) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.

5. Property of Consultant:

All property, including, but not limited to, tools and equipment that the Consultant has at the job site or is owned by the Consultant is the responsibility of the Consultant. The Commission assumes no responsibility for the protection, maintenance, or repair of any property that the Consultant has at the job site or that is owned by the Consultant including, but not limited to, tools or equipment.

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

\$5,000,000 Per Occurrence/Per Claim

Deductibles and Self-Insured Retentions:

All deductibles and self-insured retentions are the sole responsibility of the Consultant. All deductibles and self-insured retentions must be shown on the Certificate of Insurance. In addition, all self-insured retentions shall not exceed \$50,000 without the prior written approval of the Commission; provided, however, a Consultant's self-insured retention amount on its Professional Liability Insurance policy may exceed \$50,000 to the extent that a higher self-insured retention amount is expressly set forth in paragraph 6 of these insurance requirements.

Financial Rating of Insurance Companies:

The Financial Rating of all Insurance Companies must meet the minimum A.M. Best Ratings of A-(Excellent); VII or better.

The Consultant must notify the Commission of any change in the financial rating of its insurance carriers.

Primary Additional Insureds:

The Certificate of Insurance is to name the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as ADDITIONAL INSUREDS on the General Liability, Automobile Liability and Excess/Umbrella Liability coverages.

The Certificate of Insurance must confirm that, at a minimum, the Consultant's General Liability policy is endorsed with either ISO Form #CG 2026 11 85, or both ISO Form #CG 20 10 10 01 and ISO Form #CG 20 37 10 01, or equivalent manuscript

endorsement. The Consultant **must** attach a copy of its additional insured endorsement(s) to its Certificate of Insurance.

The Certificate is also to indicate that the Consultant's policies are **primary** and non-contributory. The coverage offered to the Additional Insureds on the consultant's liability policies (including, without limitation, General Liability, Auto Liability and Excess/Umbrella Liability and except Professional Liability) shall be **primary** and non-contributory coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

The Consultant shall continue to maintain the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as Additional Insureds for at least three (3) years following the final payment under the Contract.

30 Days' Notice of Cancellation, Non-Renewal and Material Change:

Consultant shall provide the Commission at least thirty (30) days' prior written notice in the event of cancellation, non-renewal, modification, or material change to the policies by Certified Mail - Return Receipt Requested.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the Commission and all Additional Insureds where applicable on all policies including Workers' Compensation and Employers Liability:

- a. The Consultant waives all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Consultant pursuant to this Contract.
- b. The Consultant hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Consultant pursuant to this Contract.
- c. If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

Claims Made Policy Forms:

Should any of the required liability coverages be on a "Claims Made" Basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years following the final payment under the Contract. In the event that such policies are cancelled or not renewed at any time, the Consultant shall provide a substitute insurance policy with an inception date the same as the prior policy's cancellation date and the substitute insurance policy shall carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims-made" policies. With respect to all "claims made" policies which are renewed, the Consultant shall provide coverage retroactive to the date of commencement of work under this Contract.

Review of Insurance Requirements by the Consultant's Insurance Representative:

The Consultant WARRANTS that this Contract has been thoroughly reviewed by the Consultant's insurance agent(s)/broker(s), who have been instructed by the Consultant to procure the insurance coverage required by this Contract.

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Consultant or any of their sub-consultants.

Any type of insurance or any increase in limits of liability not described above which the Consultant requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Consultant of any responsibility or liability under the Contract.

Certificate of Insurance:

Consultant's insurance broker/agent shall provide a signed and notarized letter on their letterhead stating that the insurance broker/agent and Consultant will meet all the insurance coverages outlined in these insurance requirements, which are incorporated by reference into the Contract.

Prior to the commencement of work and/or the Commission making any payment under the Contract, the Consultant shall file Certificates of Insurance with the Commission that shall be subject to the Commission's approval of adequacy of protection and the satisfactory character of the insurer. The Commission has the right to request copies of any and all policies and endorsements. The Certificates of

Insurance should be mailed to the Commission within five (5) days of receipt of Notice of Award or receipt of these insurance requirements, as applicable, to the attention of the Chief Administrative Officer, at 1199 Woodside Road, Yardley, Pennsylvania 19067, regardless of when work commences. A project description and job number must be shown on all Certificates of Insurance. The Consultant's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, the Consultant's acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Consultant's direction to commence work.

In the event the Consultant enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed the Contract, then these insurance requirements and the indemnification provision contained within the Contract shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of Contractor executed the same by affixing a signature hereto.

In the event of a failure of the Consultant to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Commission shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Consultant who agrees to furnish all necessary information thereof and to pay the cost thereof to the Commission immediately upon presentation of an invoice.

In no event shall the Consultant begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the Commission.

Settlement of Insurance Claims:

Make every effort to settle all claims in an expeditious and equitable manner. Provide the Commission with the name, address and telephone number of the person authorized to act on behalf of the insurance company for the project at the preconstruction conference. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.