



**DELAWARE RIVER JOINT  
TOLL BRIDGE COMMISSION**

**REQUEST FOR PROPOSALS**

**PENNSYLVANIA & NEW JERSEY-BASED BROKER /  
RISK MANAGEMENT PROFESSIONAL SERVICES  
For  
PROPERTY & CASUALTY INSURANCE and  
WORKERS' COMPENSATION INSURANCE**

**April 15, 2020**

## **REQUEST FOR PROPOSALS:**

### **PENNSYLVANIA and NEW JERSEY-BASED PROPERTY & CASUALTY and WORKERS' COMPENSATION INSURANCE BROKER / RISK MANAGEMENT PROFESSIONAL SERVICES**

**April 15, 2020**

**Delaware River Joint Toll Bridge Commission (the "Commission")** - The Commission is a bi-state agency created by a 1934 agreement and supplements thereto between the Commonwealth of Pennsylvania and the State of New Jersey and consented to by the Congress of the United States of America.

**The Bridge System** - The Commission currently 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 operates 34 approach bridges (overpasses and underpasses) within its jurisdiction. The bi-state agency functions in accordance with a Compact last updated by its two jurisdictional states in 1984-5 and affirmed by the U.S. Congress in 1987. The agency employs over 400 full-time employees, the majority of which are 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.

#### **I. Scope of Services to be Provided During the Contract Term**

The Commission is issuing this Request for Proposals ("RFP") for insurance brokerage and risk management consultant services as further described herein (the "Services"). It is the intent of the Commission to create an agreement with one or more insurance broker and/or consultant (the "Consultant") to provide the Commission with comprehensive insurance brokering, risk management, loss control and claims services for the Commission's property (bridges, buildings, boilers/machinery, contractor equipment, vehicles, etc.) and liability (commercial general liability, automobile liability, excess/umbrella losses, directors, officers and fiduciary liability, employment practices liability, travel accident, professional liability, and any other insurance the Commission deems necessary or appropriate) insurance programs (the "Business Insurance"), as well as providing services for comprehensive insurance brokering, risk management and claims services for the Commission's funded Workers' Compensation insurance program which is fully administered by a large, full-service insurance provider (the "Workers' Compensation Insurance").

## **Requirements for Both Business Insurance and Workers' Compensation Insurance Services:**

The Consultant must be able to provide a full range of services including but not limited to:

- Advice regarding the design, implementation, maintenance and servicing of the Commission's Business Insurance programs and Workers' Compensation insurance program that is provided through its current insurance provider;
- Represent the Commission in the worldwide underwriting community to effectively and efficiently market the Business Insurance and Workers' Compensation Insurance programs;
- Advise the Commission on the availability and appropriateness of Business Insurance products and the most effective Workers' Compensation insurance provider to respond to the Commission's changing exposures;
- Monitor insurance company services and financial security of all participating carriers on the programs and advise the Commission of material downgrades or other matters impacting insurance company services and viability;
- Review and advise regarding insurance requirements for vendors, contractors, and request to use Commission facilities;
- Review and make recommendations on suggested changes to insurance requirements;
- Propose alternative risk financing and structure options, where appropriate;
- Review and advise regarding specific project-related as well as on Workers' Compensation Insurance-related insurance issues/requirements;
- Review (and in the case of Workers' Compensation Insurance, provide insurance certificates for) compliance with contract requirements;
- Provide effective claims management, review and reporting assistance;
- Report to Commissioners on a regular and/or an as-required basis about any and all matters relating to Business Insurance and Workers' Compensation Insurance;
- Resolve coverage questions/disputes in a timely and cost-effective manner; and,
- Assist Commission with proactive loss prevention and loss reduction services, including but not limited to reviewing and supplementing existing programs and procedures, performing field observations, providing safety training and literature, and interfacing with Commission personnel to enhance loss prevention and loss reduction efforts in the areas of Business Insurance and Workers' Compensation.

**Specific to Business Insurance:**

- Develop an understanding of the Commission's risks of property and liability loss.

**II. Minimum Criteria for Evaluating Consultants**

In order to be considered for a contract resulting from this RFP, Consultant must have the following qualifications, which may be waived in the Commission's sole discretion:

- Licensed Property and Casualty and Workers' Compensation insurance broker/producer with primary offices and personnel in both the Commonwealth of Pennsylvania and the State of New Jersey.
- In operation in the Commonwealth of Pennsylvania and the State of New Jersey for at least 5 consecutive years prior to the date of the RFP.
- Experience with providing insurance procurement, risk-management and claim-handling services for governmental/public entities.
- Dedicated claims review/support personnel (if fewer than 5 staff members are contemplated in a response to this RFP, the Consultant's Proposal must include an additional explanation as to how claims review will be managed).
- No pending material insurance regulatory complaints or investigations.

**Specific to Business Insurance:**

- Prior placement of property and casualty insurance premiums of at least \$35,000,000.
- Authorized insurance producer for at least twenty (20) A- (or better) insurance companies authorized to do business in the Commonwealth of Pennsylvania.
- Experience successfully placing business with the London market.
- Consultant must have or obtain Errors & Omissions Liability insurance with a minimum of \$5,000,000 in Limits of Insurance per occurrence/per claim. (See EXHIBIT B for additional Insurance Requirements).

### **III. Contents of RFP Response**

#### **A. Required Contents for both Business Insurance and Workers' Compensation Insurance**

In responding to this RFP, your proposal ("Proposal") must address the following areas:

1. Provide the names, contact information (addresses, telephone and facsimile numbers and e-mail addresses), relevant experience and proposed roles of those individuals who will be directly responsible for serving the Commission on behalf of your firm on a day-to-day basis (the "Service Team").
2. Provide a brief history of your firm, specifically discussing your firm's commitment to providing insurance, risk-management and Workers' Compensation services to governmental or public entities.
3. Briefly describe your firm's qualifications, knowledge and experience in serving as insurance professionals, both in general and specifically relating to claim servicing and risk management for governmental entities or other entities with potential exposures that could be similar to those of the Commission.
4. Discuss your firm's experience and presence within Commonwealth of Pennsylvania, including formal and advisory relationships.
5. Identified Business Enterprise ("IBE") Compliance:

#### **A. IBE Participation**

Consultants submitting a proposal for this solicitation agree to abide by the Commission's Contract Compliance Program ("CCP") Requirements. The Commission CCP is intended: (1) to promote and encourage minority, women, small, disadvantaged, disabled, and veteran owned businesses (referred to as "Identified Business Enterprises" or "IBEs") to participate in business opportunities with the Commission; (2) to afford IBEs an equal opportunity to compete for work on the Commission's contracts; and (3) to encourage consultants to provide subcontracting opportunities to certified IBEs. The Commission and its consultants shall not discriminate on the basis of race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation, citizenship, or any other classification protected by law in the award and performance of contracts. Your proposal should describe your firm's policy relative to the prohibition of discriminatory work practices.

Consultants are encouraged to meet or exceed the twenty-five percent (25%) IBE participation targets.

To comply with the Contract Compliance Program, a Consultant has two (2) options:

- (1) Compliance Plan I - the Consultant may "Opt-In" and complete forms A and B by agreeing to meet or exceed the 25% participation target (see, [http://www.drjtbc.org/wp-content/uploads/CCD\\_IBE\\_Program\\_2\\_Compliance\\_Plan-I\\_07252019.pdf](http://www.drjtbc.org/wp-content/uploads/CCD_IBE_Program_2_Compliance_Plan-I_07252019.pdf)), or

- (2) Compliance Plan II - the Consultant may provide its Good Faith Efforts documentation (forms A through F) detailing their attempt to meet the 25% participation target (see, [http://www.drjtbc.org/wp-content/uploads/CCD\\_IBE\\_Program\\_3\\_Compliance\\_Plan\\_II\\_07252019.pdf](http://www.drjtbc.org/wp-content/uploads/CCD_IBE_Program_3_Compliance_Plan_II_07252019.pdf)).

However, Consultants may comply without achieving the participation targets so long as they make and document Good Faith Efforts that would allow IBE participation. Minimum Good Faith Efforts are set forth in Compliance Plan II, which can be found on the Commission's website at the Compliance Plan II link below. Consultants that do not meet the project's targets are subject to the Contract Compliance Department's ("CCD") Good Faith Efforts review.

The Contract Compliance Program's guidelines and forms are more fully explained and available directly from the Commission's website ([www.drjtbc.org](http://www.drjtbc.org)) under Doing Business.

Any questions regarding preparation of the Compliance Plan should be directed to:

Delaware River Joint Toll Bridge Commission  
76 Broad Street  
Phillipsburg, NJ 08865  
Attention: Julio Guridy, Contract Compliance Director  
Phone: (908) 859-6417, Ext. 3063  
E-mail: [jguridy@drjtbc.org](mailto:jguridy@drjtbc.org)

## **B. IBE Payment/Payroll Reporting - Elation Systems Payment Verification System**

The Commission uses the Elation Systems payment verification system as a tool to improve communication between Prime Consultants and sub-consultants in the compliance, documentation and reporting of payments to sub-consultants. The Commission requires all Prime Consultants and sub-consultants to create a log-in and schedule an online training session to familiarize and use the Elation Systems in reporting monthly invoice payments to their sub-consultants. The Prime Consultant agrees as part of the contract award to fulfill the mandatory requirements of the Commission's Elation Systems Payment Verification System and registering through its website ([www.elationsys.com](http://www.elationsys.com)).

6. On November 29, 2004 the Commission adopted Guidelines on Conflict of Interest and Recusal. These Guidelines can be found at: [http://www.drjtbc.org/wp-content/uploads/Recusal\\_Guidelines.pdf](http://www.drjtbc.org/wp-content/uploads/Recusal_Guidelines.pdf). Consultants must include in their Proposal a certification in the form of the Conflict of Interest and Recusal Certification Form indicating that they have read, understood and will be guided by these guidelines when performing work for the Commission.
7. In connection with insurance placement/procurement, describe your philosophy on and methodology for the insurance bidding process, details on the methods you employ to collect underwriting data, and the structure of submissions to the insurance company underwriters.
8. Please describe any other unique characteristics which your firm feels are appropriate for consideration by the Commission.
9. Describe any litigation or regulatory investigations, threatened or pending, against your firm.

10. Provide an overview of the qualifications of your Service Team (which team shall include dedicated Marketing, Loss Control and Claims Representatives in the case of Business insurance) – expertise, experience, depth and tenure with your firm
11. Please provide three references from current and/or past clients and discuss the services your firm has provided or are currently providing to them.

**C. Specific Requirements for Business Insurance Response**

1. Provide a summary of your expertise in procuring property and liability insurance programs (as previously described) and providing claims processing services with respect to those insurance programs.
2. Describe your firm’s knowledge and experience with the London market.

**D. Specific Requirements for Workers’ Compensation Insurance Response**

Provide a summary of your expertise in procuring Workers’ Compensation insurance (as described above) and providing claims and risk management advisory services with respect to those insurance programs.

**E. Planned Fee Structure**

The Consultant must propose a price/fee structure that is based on an annual fixed price. Any commissions or fees to be paid to the Consultant in connection with the Services shall be deducted from the fixed price paid to the Consultant by the Commission. In any event, as noted in Section IV below, Consultants’ price/fee structure (and amounts) are subject to negotiation with the Commission.

**F. 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.

**G. General Liability Indemnification Clause**

The General Liability Indemnification Clause in effect for this engagement is set forth in EXHIBIT A.

## **H. Required Insurance**

The Insurance Requirements for this engagement is set forth in EXHIBIT B.

## **I. Submission Requirement**

A completed, signed and, notarized Insurance and Indemnification Certification Form, (EXHIBIT C), and a completed, signed, and notarized Insurance Broker Letter (EXHIBIT D) must be submitted with the Proposal.

## **IV. Proposal Submission Instructions and Proposal Consideration**

Please limit your Proposal to a signed writing in twenty (20) pages or less, and use no less than 12-point font. The Commission may in its discretion, only review the first twenty (20) pages of Proposals that exceed the page limit. An original and five (5) copies of your submission must be received at the offices of the Commission no later than **3:00 p.m. EST on April 15, 2020** at the following address:

RFP Response: Pennsylvania and New Jersey Insurance/Risk Management Services  
Delaware River Joint Toll Bridge Commission  
C/o Arnold Conoline, Chief Administrative Officer  
1199 Woodside Road  
Yardley, PA 19067

Inquiries concerning this RFP are to be directed, in writing, to James Palitto at the above address. Inquiries by FAX or E-mail are acceptable. The FAX number is (267) 394-6700. E-mail inquiries may be sent to [jpalitto@drjtbc.org](mailto:jpalitto@drjtbc.org). To be given consideration, all inquiries must be received by Friday, March 20, 2020. Responses to inquiries, if any, will be posted on the Commission's web site as an Addendum by Friday, April 3, 2020, at DRJTBC.org under the **DOING BUSINESS** header under the **Request for Proposals** tab.

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. Consultants contemplating the submission of a Proposal in response to this RFP are responsible for checking the Commission website regularly, because updates and amendments to this RFP and responses to inquiries may be posted at any time, without notice from the Commission.

Responses received after the April 15, 2020 deadline will not be considered. E-mailed and/or faxed proposals will not be accepted under any circumstances.

Selection of one or more Consultants will be made after the Commission's consideration of Proposals including the Consultants' responsibility to perform and prior experience, responsiveness to the RFP, IBE status, and price/fee structure. The Commission reserves the right to negotiate fee structures and other terms of a Proposal.



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, including without limitation, Proposals that, in the Commission's sole discretion, conform with the requirements or criteria set forth in this RFP. The Commission may also, in its sole discretion, waive any irregularities or informalities in the Proposals submitted. 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. 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. In the event that all Proposals are rejected, the Commission reserves the right to re-solicit Proposals.

After review of the Proposals, 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 Proposal. If such a presentation is necessary, Respondents will be notified. Failure to be prepared to make an oral presentation may prevent the firm from receiving further consideration.

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. To the extent there is information submitted that respondent believes is proprietary, the respondent should specify exactly which pages contain such information. Respondent should not designate or attempt to designate its entire submission as proprietary.

## **EXHIBIT A**

### **General Liability Indemnification Clause**

With respect to any services or work provided by the Consultant, its agents, servants, employees, subcontractors and sub-consultants under this Contract, the Consultant agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, employees, agents, assigns and affiliates (collectively, the “Indemnified Parties”) from and against, any and all liabilities, losses, claims, damages and expenses, including, but not limited to, costs of investigation and defense, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and expenses, of whatsoever kind or nature (collectively, “Damages”), to the extent that such damages are caused by the negligence, gross negligence, willful misconduct, fraud or misrepresentation (such wrongful acts are collectively hereinafter referred to as “Fault”) of the Consultant, its agents, servants, employees, subcontractors, sub-consultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable.

Such obligations of the Consultant to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Consultant’s Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.

The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth herein without regarding to any conflicts of law’s provisions.

## **EXHIBIT B**

### **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, except for any such exclusions that apply only to named insureds 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, except for any such exclusions that apply only to named insureds 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, the State of New Jersey, and their respective commissioners, employees, agents, assigns and affiliates, as ADDITIONAL INSURED 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 equivalent form), or both ISO Form #CG 20 10 10 01 and ISO Form #CG 20 37 10 01 (or equivalent forms), 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, PA 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.



**EXHIBIT C**

**INSURANCE AND INDEMNIFICATION CERTIFICATION FORM**

**PENNSYLVANIA and NEW JERSEY-BASED  
PROPERTY & CASUALTY and WORKERS' COMPENSATION  
INSURANCE BROKER / RISK MANAGEMENT PROFESSIONAL SERVICES**

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(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Insurance and Indemnification Requirements stipulated in EXHIBITS A and B of this RFP, and will comply, and further require any designated sub-consultants to comply with the Insurance Requirements, by providing the Commission as an attachment to this certification a sample 'Certificate of Insurance' indicating that it can meet the minimum requirements stipulated herein; and further, will take no exception to the Indemnification Clause if they are selected to perform work under Contract.

---

(Date)

---

(Name and Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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My Commission expires \_\_\_\_\_, 20 \_\_\_\_.

**EXHIBIT D**

**TO BE PRINTED ON INSURANCE BROKER LETTERHEAD**

SAMPLE BROKER LETTER

DATE

Delaware River Joint Toll Bridge Commission  
1199 Woodside Road  
Yardley, Pennsylvania 19067

Re: REQUEST FOR PROPOSALS (“RFP”) FOR PENNSYLVANIA AND NEW JERSEY-BASED  
PROPERTY & CASUALTY and WORKERS’ COMPENSATION INSURANCE BROKER / RISK  
MANAGEMENT PROFESSIONAL SERVICES

Dear \_\_\_\_\_:

As stipulated in Section III(H) of the above-referenced RFP (“Contents of RFP Response, Submission Requirement”), this letter confirms that **(Broker/Insurance Carrier)** and **(Insured/Offering Party)** have ability to secure placement of all insurance requirements as set forth in EXHIBIT B of the RFP, titled “Insurance Requirements.” We will provide a sample ‘Certificate of Insurance’ indicating that **(Insured/Offering Party)** can meet the minimum requirements stipulated herein.

Sincerely,

**Insurance Broker / Insurance Carrier  
Name/Title**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
\_\_\_\_\_.

My Commission expires \_\_\_\_\_, 20 \_\_\_\_.