

DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

**REQUEST FOR PROPOSAL (RFP)
FOR
INSURANCE BROKERAGE AND PROGRAM ADMINISTRATION
SERVICES
FOR AN
OWNER-CONTROLLED INSURANCE PROGRAM
(OCIP)**

CONTRACT No. C-674A; CAPITAL PROJECT No. 0301A

NOVEMBER 30, 2016

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1 RFP INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

The Delaware River Joint Toll Bridge Commission (the “Commission” or “OWNER”) is soliciting Proposers for the provision of professional insurance brokerage and program administration services for an Owner Controlled Insurance Program (OCIP) providing workers compensation, employer’s liability, commercial general liability, and excess liability coverage for the Scudder Falls Bridge Replacement Project (Project).

The purpose of this Request for Response (RFP) is to obtain information from selected parties who wish to provide the following services:

Design an insurance and risk management program in collaboration with OWNER and the Construction Manager (CM).

Market and place the specified insurance coverages.

In cooperation with the CM, implement and administer a safety and loss mitigation program.

Administer claims management and oversight.

Provide other risk management and OCIP-related management services as OWNER may require in the performance of its work.

Proposers will provide a design for an insurance and risk management program in collaboration with OWNER. The Proposer providing the insurance and risk management program which OWNER determines to be the most beneficial to the Owner will then be charged with soliciting quotes for insurance of the type and quantity more fully described below. Based upon the description of services and cost of insurance proffered by the selected Broker, OWNER will make a determination, in its sole discretion, whether to proceed with the implementation of an OCIP program for the subject project. OWNER shall not be obligated to compensate any party upon a determination not to proceed.

If a determination to proceed is reached after review of quoted policies and premiums, the selected Broker will be directed to complete its design of the risk management program and commence related administrative services contemplated hereby.

OWNER requests responses from qualified firms to provide the above information and services (Insurance Brokerage and Program Administration Services for an OCIP).

1.2 Project Background and Planned OCIP Information

The Commission owns and operates 20 bridge crossings of the Delaware River from Morrisville, Pennsylvania in the south to Milford, Pennsylvania approximately 140 miles to the north. Of these, seven (7) are "Toll Bridges" and the remaining 13 are "Toll-Supported Bridges" (tolls are not collected on these bridges). Two (2) of the 13 toll-supported bridges are pedestrian bridges. In addition the Commission owns and maintains 34 approach structures.

The Scudder Falls Bridge carries Route I-95 traffic over the Delaware River. The main river bridge was built by the Commission and the approaches were built by the respective states. The facility was completed in 1959 but was not opened to traffic until June 22, 1961 at which time both approach roadways were completed.

The Pennsylvania approach roads and connecting ramps D, E and F are reinforced concrete. All other ramps in the interchange at Taylorsville Road are of bituminous concrete construction. The Pennsylvania approach was built in two stages and is owned by the Commonwealth of Pennsylvania but is largely maintained by the Delaware River Joint Toll Bridge Commission. The Pennsylvania approach lighting consists of 30 standards and one (1) under structure luminaire at the Taylorsville Road overpass. The length of the Pennsylvania approach along the centerline of I-95 is approximately 2,990 feet and also includes the bridge over the Delaware Canal.

The New Jersey approach consists of a four to six lane bituminous concrete roadway between the river bridge and the I-95/Bear Tavern Road (County Route 579) Interchange, a two span variable width steel bridge, approximately 225 feet long which carries I-95 over Route 29 NB, the Delaware & Raritan (D&R) Canal and NJ Route 175. The Ramp C Bridge over Route 29 NB, D&R Canal and NJ Route 175 is a two span curved steel bridge approximately 182 feet long and 32 feet wide. The Ramp G Bridge over Route 29 NB, D&R Canal and NJ Route 175 is a three span curved steel bridge with a total bridge length of about 301 feet and 32 feet wide.

The Project includes: the replacement of the existing I-95 bridge over the Delaware River with new northbound and southbound structures; 4.4 miles of approach roadway improvements between the I-95/PA Route 332 Interchange in Pennsylvania and the I-95/Bear Tavern Road Interchange in New Jersey; the reconfiguration of the I-95/Taylorsville Road Interchange in PA, and the I-95/Route 29 Interchange in NJ and associated ramps and structures; and, a pedestrian/bicycle shared-use pathway contiguous with the upstream, or southbound structure, that ties in with the canal towpaths in both Pennsylvania and New Jersey. The Project also includes construction of noise walls in both Pennsylvania and New Jersey, a Bridge Monitor/ All Electronic Tolling Facility, including an AET equipment gantry and a wetland mitigation site in Pennsylvania.

The Commission has determined that it will use an OCIP for the Project, and has provided information about the scope of insurance to be provided under the OCIP in Addendum No. 6 to Contract T-668A, dated November 10, 2016. The OCIP will provide certain insurance coverages to Contractors, including Worker's Compensation, Employer's Liability, Commercial General Liability insurance and Excess Liability insurance in connection with

the performance of the Work. Participation in the OCIP will be mandatory for eligible contractors and subcontractors directed by The Commission to enroll in the OCIP.

Addendum No. 6 can be located here:

[https://www.drjtbc.org/assets/delawareriver/commissionprojects/ScudderFalls/T-668A-Addendum_No_6-\(OCIP\).pdf](https://www.drjtbc.org/assets/delawareriver/commissionprojects/ScudderFalls/T-668A-Addendum_No_6-(OCIP).pdf)

1.3 Eligible Entities

Ownership of all data, materials, and documentation submitted in response to the RFP shall belong to OWNER and be subject to public inspection following the conclusion of the selection process subject to the terms of this RFP.

1.4 Acquisition Method

The acquisition method to acquire services from this RFP is Fee for Service.

1.5 Contract Duration

Subject to the limitations set forth in this Section 1.10 and Section 1.11, the term of this Contract shall commence on the date of the Notice to Proceed and shall remain in effect until (a) all services covered by the Contract are completed, which is estimated to be August, 2021, or (b) such earlier date as may be determined by OWNER in its sole discretion.

1.6 Compensation

OWNER makes no guarantee that any Insurance Brokerage and Program Administration Services will be purchased from any contract resulting from this RFP. In the event OWNER, in its sole discretion after review of insurance quotes contemplated hereunder, determines the cost of the OCIP program is infeasible or not beneficial to OWNER, the Contract shall be terminated and no compensation shall be due or payable.

No services may be performed by the Broker under the Contract unless a scope of services has been agreed to in writing, with a 'not to exceed' budget for the OCIP brokerage and administrative services, and a written notice to proceed is given for that type of work. Payment will be all-inclusive, including any ancillary fees and costs required to administer the Contract, except as specifically provided otherwise. Subject to permitted payments identified below, there will be no reimbursements for phone charges, copies, printing, tolls, and fuel, meals, parking, travel or rental fees.

Payments shall be made to the Broker within sixty (60) days after receipt by OWNER of an invoice from the Broker detailing the work performed and any approved out-of-pocket expenses (listed below) incurred for the period billed, in accordance with the requirements of the Contract.

OWNER will not pay for secretarial overtime or word processing charges unless OWNER determines that extreme time demands imposed by OWNER occasion the need for the same. Any other out-of-pocket expenses shall be paid only with OWNER's prior approval and only at cost without mark-up.

The Broker shall only be compensated for services delivered and accepted by OWNER in accordance with the specific terms and conditions of the Contract resulting from this

solicitation. The Broker is required to submit completed payment vouchers and all required signed documentation to the designated personnel for processing. The Broker must include any assigned reference numbers on all communications and payment voucher forms.

Invoices for services rendered during the previous month must be submitted to OWNER according to the terms of the Statement of Work and approved pricing.

2 PROCUREMENT CALENDAR / PROCESS

EVENT	DATE
Announcement of Intent to Procure	November 30, 2016
Availability of RFP	November 30, 2016
Submission of Proposer Questions	December 1, 2016 through December 16, 2016 by 5:00 PM
Responses to Proposer Questions via RFP Addendum	December 21, 2016
Proposal Submission	December 28, 2016
Oral Interviews	January 4, 2016
Estimated Contract Award	January 9, 2017

2.1 Written questions

The “RFP Q&A” provides the opportunity for Proposers to ask written questions and receive written answers from the OWNER regarding this RFP. Questions may be asked at any time prior to the Deadline for Submission of Questions stated in the Procurement Calendar. Owner reserves the right not to respond to questions submitted after this date. Proposer’s questions (unattributed) will be answered in a question and answer format in the issuance of an addendum to this RFP on the date as stated in the Procurement Calendar. Questions must be submitted, by email only, to Mr. Arnold Conoline, Chief Administrative Officer, aconoline@drjtbc.org . Please note that any questions submitted to the OWNER using any other medium (including those that are sent by mail, fax, or voicemail, etc.) will not be answered.

Proposers are responsible for entering content suitable for public viewing, since all of the questions are accessible to the public. Proposers must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusive, or otherwise objectionable, including information about the Proposer’s company or other companies. OWNER reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Owner or this RFP. All answers are final when posted.

It is the responsibility of the prospective/awarded Proposer to keep current the email address of the Proposer’s contact person and prospective contract manager. If awarded a contract, the Proposer is required to monitor that email inbox for communications from OWNER, including requests for clarification. OWNER assumes no responsibility if a prospective/awarded Proposer’s designated email address is not current, or if technical problems, including those with the prospective/awarded Proposer’s computer, network or internet service provider (ISP) cause email communications sent to/from the prospective/awarded Proposer and OWNER to be lost or rejected by any means including email or spam filtering.

2.2 Amendment Deadline

OWNER reserves the right to make amendments to the RFP after initial publication. Any revisions, updates or addenda to this RFP will be posted to the DRJTBC website, a notice of which will be sent to each Proposer via email. It is each Proposer’s responsibility to check their emails for any amendments, addenda or modifications to this RFP, and any Bid Q&A records related to this RFP.

2.3 Interviews

OWNER reserves the right to interview some or all Proposers at its discretion. Selected Proposer(s) who are asked to participate in Interviews will be expected to prioritize this in their schedules. The OWNER will make every effort to find a mutually convenient time on the scheduled dates. Failure to appear in person at the scheduled time of the interview may result in disqualification, other action that the OWNER deems appropriate. If requested, OWNER may approve alternate arrangements for an interview such as via Skype, WebEx or the like.

3 PROPOSER QUALIFICATIONS AND SCOPE OF SERVICES

3.1 Proposer Qualifications

A. Project Specific Qualifications

It is preferred but not mandatory that the selected Broker will possess the expertise and knowledge to complete all elements of the RFP scope of work. Desired qualifications include:

1. Successful experience pricing, procuring and administering owner controlled insurance programs of various types and development of OCIP Insurance Manuals.
2. Experience in successfully assisting government entities in implementing and administering owner controlled insurance programs of similar size and type to that contemplated by this RFP.
3. Experience in successfully designing and implementing project safety and loss control programs on construction projects of similar size and type to that contemplated by this RFP.
4. Experience in successful claims management under an owner controlled insurance program of similar size and type contemplated by this RFP.
5. Ability to provide a sufficient number of appropriately qualified staff available locally to perform the duties requested pursuant to this Contract.
6. The selected Broker and staff must be registered/licensed to the extent required by law for the services proposed.

3.2 Scope of Services

The scope of work has been prepared to the best of OWNER's ability and understanding to identify the key tasks believed to be essential to implementing the owner controlled insurance program. The response should describe how any alternative tasks will achieve substantially equivalent or better performance

Types of services and terms that are required under the Contract include the following:

A. OCIP Program Design, Pricing and Procurement

Consult with OWNER and the CM to design insurance and risk management program and identify appropriate levels of general liability, workers' compensation and excess liability insurance and related deductibles for the project. A minimum of \$100,000,000 of excess liability is to be placed. Selected Broker will then secure pricing for identified coverages in sufficient detail to permit OWNER to cause to be performed a feasibility study prior to issuing a

notice to proceed. Upon determination by OWNER to proceed with the OCIP, the selected Broker will market and procure the requisite insurance.

B. Insurance Program Administration

The Broker will manage all elements of the owner controlled insurance program, including but not limited to program enrollment and maintenance.

C. Safety and Loss Mitigation

OWNER recognizes that one of the major advantages of implementing an OCIP for a project of this nature is the development and employment of a safety and loss control program designed to minimize the frequency, and mitigate the potential severity, of workers' compensation and public liability losses. OWNER has a very strong interest in promoting safety and loss control because of the potential financial advantages as well as the profile and visibility of this project. In connection with this, the Broker will work with OWNER and the CM in the design, preparation and issuance of Broker procedures and safety manuals.

D. Claims Administration

OWNER recognizes in a project of this size, covered losses will occur. The Broker will manage all claims through closure, will work closely with Brokers including in cases when cross-claims arise, and will work with OWNER and the CM to develop projections and thereafter monitor deductible reserves necessary to ensure appropriate levels are maintained at all times. The Broker will develop an OCIP Insurance Manual.

E. Other Related Services

The selected Broker will also assist in a review and possible procurement of other insurance determined to be necessary or helpful to design, implement, maintain and evaluate the OCIP.

4 RESPONSE SUBMISSION REQUIREMENTS

4.1 Guidelines for Response Submission

Failure to comply fully with the Response Submission provisions of this RFP may serve as grounds for rejection.

Ownership of all data, materials, and documentation submitted in response to the RFP shall belong to OWNER and be subject to public inspection following the conclusion of the selection process subject to the terms of this RFP. OWNER may award a contract based upon responses received without additional submissions from Proposers. Accordingly, each Response shall be submitted on the most favorable terms to OWNER without relying on clarifications, additional information, or interviews. However, the OWNER reserves the right to request negotiations, additional data, or other presentations from selected Proposers in support of written Responses.

Unnecessary attachments, or documents not specifically asked for should not be submitted.

4.2 Required Components for Response Submissions

The following three (3) components specific to this RFP must be included in the order outlined below with your response. Failure to include all of the requested information and completed required forms may result in rejection of your firm's submission. Required RFP components are as follows:

- A) Proposer Qualifications
- B) Project Approach and Methodology
- C) Pricing Response – See Exhibit A

Specifics for each required RFP component are as follows:

A) Proposer Qualifications

Please include the following items in your RFP Response to describe your firm.

- a. Description of the entity (firm) that will be executing the contract with the Owner, its size, number of insurance brokers and advisers and office locations.
- b. A brief history of the firm emphasizing its services to the public and private real estate development, real estate management, and design and construction industry; all other names by which it has been known; names of capital partners, date of founding, and state of and type of legal entity (Corporation, Partnership, Limited Partnership, Business Trust, or Sole Proprietorship). Please describe the firm's relationships with any affiliated entities.
- c. List managing partner(s) (if any).
- d. Identify the team project leader and his/her qualifications, resume, and experience in performing and managing services of the type required in the Scope of Services section. List three previous engagements in which he/she served as lead/project executive. The individual identified as the project team leader must be a current full-time employee and must be assigned to perform the services required for this engagement if the broker is selected. No change in the lead/project executive will be permitted without OWNER's written approval. To request approval, the broker must provide a written reason for the requested change, recommend a replacement and provide qualifications of the recommended replacement.
- e. Identify other key personnel who will be assigned to perform services under this engagement. Indicate the role each person will play in performance of the services. Include for each person a résumé that sets forth his or her qualifications and relevant experience. The individuals identified must be current full-time employees and must be assigned to perform the services required for this engagement if the broker is selected. No change in such key personnel will be allowed without OWNER's written approval. To request approval, the broker must provide a written reason for the requested change, recommend replacements and provide qualifications of the

recommended replacements.

- f. Identify any brokers, sub-brokers, or other consultants that are to be engaged by the Proposer to perform any portion of the services required for this engagement. Describe the services to be contracted and the qualifications of the broker /consultants to perform the services. Include three references that may be contacted for verification of the broker/consultant's experience in providing similar services.
- g. The location(s) from which the Proposer team members will be providing the proposed services.
- h. Provide a description of the Proposer's current national and local experience in providing OCIP administration and insurance brokerage services for entities and projects similar to the proposed construction project. Please include dates, locations, number of personnel utilized and scope of services. Also, specify the servicing office for each of these engagements.
- i. Describe the Proposer's past national and local experience in providing OCIP administration and insurance brokerage services for similar entities and projects. Include dates, locations, number of personnel utilized and scope of services. Also, specify the servicing office for each of the engagements.
- j. Provide references from at least three past engagements in which you performed services of the type required by the Scope of Services hereunder. Include names, titles, telephone numbers and email addresses of two officers or employees who may be contacted.
- k. Exhibits. Include as Exhibits to this Description of the Firm the following documents:
 - i) Resumes for other key personnel that may be assigned to the Project work pursuant to this Contract.
 - ii) A statement naming the firm's or individual's professional malpractice insurance policy carrier, if any, and the address of such carrier, the insurance policy number, and the amount of coverage. If you are self-insured, please provide a detailed description of your program. Indicate any types of work excluded from coverage.

B) Project Approach and Methodology

- a. Describe the proposed approach to the development of the OCIP program.
- b. Provide sample loss control reports, claims statements, Broker enrollment reports, and financial statements and an OCIP Insurance Manual to sufficiently identify the deliverables that will be provided to OWNER.
- c. Provide specific information about the recommended level of project safety and loss control to achieve the desired objectives. Provide commentary and recommendations relating to the party(ies) responsible for providing the recommended level of safety/loss control management. In addition to the services listed and discussed above, the Proposer should outline other services they can provide to benefit the OCIP program. Creativity is encouraged.

- d. For other Project-related coverages such as builders' risk, pollution legal liability and project professional liability, railroad protective liability and other insurance determined to be necessary, please include information on proposed fee/commission arrangements. OWNER reserves the right to require OWNER's selected construction manager to cause such insurance to be placed.
- e. The proposal should contain a detailed work plan for the design, implementation and management of the OCIP. It should contain specifics related to the tasks to be performed, the personnel who will perform them, the approximate timing of such work, the methodologies for accomplishing the objectives of the OCIP, the timing and extent of reporting, and such other information as OWNER may reasonably request. The detailed work plan will assist OWNER in evaluating how well the broker understands OWNER's needs and how the broker will integrate with OWNER's existing resources. A "milestone" schedule for the performance and completion of various tasks through the commencement of the OCIP should be included.

C) Pricing Response

Proposer shall provide a comprehensive 'not to exceed' budget covering the proposed insurance brokerage and OCIP administrative service fees projected for the duration of the Contract.

The budget shall include charges applicable to all personnel expected to work on OWNER business. Describe applicable discounts as required in this RFP.

Proposer shall also complete the Pricing Response, a copy of which is attached as Exhibit A.

Proposer shall also provide a pro-forma financial analysis of likely total costs incurred by the OWNER under the proposed OCIP programs that you are recommending versus a traditional Non-OCIP insurance program. This should include indicating program costs by category including all claims management and review fees; loss control/safety costs; projected incurred losses based on the retention or ratable levels by line of coverage (including the impact of any per occurrence and/or aggregate OCIP deductible caps that may apply); any premium taxes, assessments, or special fees that will apply; your proposed brokerage fees for all services to be provided including insurance marketing, and contractor enrollment; the cost for completing on-site and off-site contractor and subcontractor certificate of insurance reviews, both at initial enrollment and at each annual renewal; the amount of collateral required; the cost of all insurance coverage required; and the cost to retain any other outside consultants. In addition, estimated bid credits or deductions should be calculated as an offset to the proposed overall OCIP costs.

5 RESPONSE EVALUATION CRITERIA

5.1 Owner

OWNER will evaluate Responses to this RFP and select a Proposer that provides the best value to the Owner based upon fulfillment of the specified RFP requirements and criteria.

During the evaluation process, OWNER reserves the right to take any or all of the

following actions if it deems them to be in the interests of OWNER: a) reject any and all proposals; b) waive any minor informalities in proposals received or request Proposers to correct them; c) request additional information from Proposers; and d) seek clarification from a Proposer provided OWNER determines it is not prejudicial to the interests of the other Proposers to do so.

OWNER may award the Contract based upon responses received without additional submissions from applicants or interviews. Accordingly, each Response shall be submitted on the most favorable terms to OWNER without relying on clarifications, additional information, or interviews. However, OWNER reserves the right to request additional data, clarification, or other presentations from one or more selected applicants in the process of its evaluation.

The Proposers deemed most qualified may be invited to interview with representatives of the OWNER and its consultants.

OWNER reserves the right to reject any and all proposals, to interview respondents deemed most qualified, to seek additional information from any respondent, to waive any formality of this process, to cancel this process at any time if OWNER determines that a fair and competitive procurement has been compromised or an OCIP is no longer feasible, and to enter into any agreement deemed to be in its best interest. It is understood that no compensation will be paid to any respondent for their Response.

5.2 Evaluation Criteria

The following criteria will be used by OWNER (although not necessarily in this order) to evaluate each proposal submitted in response to this RFP:

PROPOSER QUALIFICATIONS

- The strength of the qualifications of the brokerage firm in the design, marketing and administration of OCIP programs for public sector entities and projects of similar size and scope.
- The firm's demonstrated ability to procure the requisite insurance at competitive rates issued by companies lawfully authorized to write that type of insurance under the laws of the Owner, with a financial strength rating of "A-" or better assigned by AM Best Company, or equivalent rating assigned by a similar agency acceptable to OWNER.
- The firm's demonstrated ability to commit the necessary time and staff to OWNER's work.

PROJECT APPROACH AND METHODOLOGY

The evaluation of the Proposer's response to all items identified in Section 4.2B, including any term, restriction or condition which OWNER deems material in identifying the proposal most advantageous to OWNER.

PRICING

Though price is one aspect of consideration in the award, OWNER will not necessarily select the Proposer who proposes the lowest prices or fees. OWNER may request clarification of pricing information after the proposals have been submitted in order to

make fair comparisons between the proposals. This criterion will be evaluated based on competitive cost of insurance and services, and any additional types of pricing information. Except as otherwise specified, all permitted expenses to deliver the services contemplated hereby shall be included in the Contract rates.

EXHIBIT A - PRICING RESPONSE

 Firm Submitting Proposal

 Name of Authorized Signatory

 Title

 Signature

 Date

Please attach a comprehensive ‘not to exceed’ budget covering the proposed insurance brokerage and OCIP administrative service fees projected for the duration of the Contract. The budget shall include charges applicable to all personnel expected to work on OWNER business. Describe applicable discounts as required in this RFP.

In addition, please complete the following table and identify the firm’s staff and hourly rates that may be involved in additional work requested by OWNER (add additional pages as necessary).

Hourly Rates for Vendor's Staff (List Positions)

NAME	POSITION/TITLE/ROLE	RATE PER HOUR
		\$ per hour
		\$ per hour
		\$ per hour
		\$ per hour
		\$ per hour

NOTE: OWNER will not pay for secretarial overtime or word processing charges unless OWNER determines that extreme time demands imposed by OWNER occasion the need for the same. OWNER will not pay for parking or meals. Any other out-of-pocket expenses shall be paid only with OWNER’s prior approval and only at cost without markup.