Delaware River
Joint Toll Bridge
Commission

"Preserving Our Past, Enhancing Our Future"

DELAWARE RIVER JOINT
TOLL BRIDGE COMMISSION

REQUEST FOR QUALIFICATIONS

PENNSYLVANIA / NEW JERSEY- BASED EMPLOYEE MEDICAL AND PRESCRIPTION BENEFITS INSURANCE BROKER / RISK MANAGEMENT PROFESSIONAL SERVICES

May 3, 2017

The Delaware River Joint Toll Bridge 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 Delaware River between Pennsylvania and New Jersey, from the Trenton-Morrisville (Route 1) Toll Bridge to the Milford-Montague (Route 206) Toll Bridge. Seven of the bridges are toll bridges. Thirteen are non-toll ("toll-supported") bridges, including two pedestrian-only spans. In addition to the bridges crossing the Delaware, the Commission also owns and operates 34 approach bridges (overpasses and underpasses) within its jurisdiction. The commission employs approximately 350 full-time employees who are assigned to and work at these various locations. Revenues from the seven toll bridges are the only source of funds available to the Commission for maintaining the 20 river bridges, the approach structures and additional support facilities. The Commission receives no state or federal funds for operation of the System.

I. Description, Objectives and Scope of Services

The Commission requests qualifications ("RFQ") for insurance brokerage and consultant services. It is the intent of the Commission to create an agreement with an insurance broker/consultant to provide the Commission with comprehensive insurance brokering and claims services for the Commission's medical and prescription insurance benefit plans that it provides to active employees/dependents (approximately 350 employees) and its eligible pre-65 retirees/dependents (approximately 40 retirees). The insurance services professional must be able to provide a full range of services including but not limited to:

- Design, implementation, maintenance and servicing of the Commission's medical and prescription insurance benefit plans that it provides to active employees/dependents and its eligible pre-65 retirees/dependents;

- Represent the Commission in the underwriting community in order to effectively and efficiently market the above referenced insurance programs;

- Advise the Commission on the availability and appropriateness of insurance products to respond to changing needs;

- Monitor insurance company services and financial security of participating carrier(s) on the programs and advise Commission of material downgrades or other matters impacting insurance company services and viability;

- Provide effective claims management and reporting assistance;

- Report to Commissioners, as required, about insurance-related matters;

- Assist the Commission and its employees in resolving coverage questions/disputes in a timely and cost-effective manner; and,

- Analyze existing coverage and identify or develop cost savings alternative benefit strategies and plans.

II. Criteria for Evaluating Insurance Services Professional

The insurance services professional should have the following qualifications:

- Licensed employee benefits insurance producer with offices and personnel in the Commonwealth of Pennsylvania and/or the State of New Jersey.

- In operation in the Commonwealth of Pennsylvania and/or the State of New Jersey for at least 5 years.

- Experience with providing health/prescription insurance procurement and claim resolution services for governmental/public entities to include working with a Health Reimbursement Account (HRA) vendor.

- Dedicated claims support services department/personnel.

- No pending material insurance regulatory complaints or investigations.

- Professional Liability insurance with a minimum of $5,000,000 in Limits of Insurance per occurrence/per claim. (Additional Insurance Requirements – see EXHIBIT B for complete, standard insurance requirements).

III. Response to Request for Qualifications

In responding to this RFQ, please 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 a day-to-day basis.

2. Please give a brief history of your firm, specifically discussing your firm's commitment to providing insurance and risk management 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 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 the Commonwealth of Pennsylvania and/or the State of New Jersey, including formal and advisory relationships.

5. Describe your firm's policy relative to the prohibition of discriminatory employment practices.

6. Provide a summary of your expertise in procuring employee benefits insurance programs (as described above) to include working with fully-insured plans, self-insured plans and Health Reimbursement Account (HRA) vendor and providing claims services with respect to those insurance programs.

7. Please provide list of the top five (5) employee benefit insurance carriers with whom you deal and the total amount of premium placed with each.

8. In connection with insurance placement/procurement, describe your philosophy on the insurance bidding process, details on the methods you employ to collect underwriting data, and the structure of submissions to the insurance company underwriters.

9. Please describe any other unique characteristics which your firm feels are appropriate for consideration by the Commission.

10. Describe any litigation or regulatory investigations, threatened or pending, against your firm.

11. Provide an overview of the qualifications of your Service Team (which team shall include a dedicated Marketing Representative and Claims Representative) – expertise, experience, depth and tenure with your firm

12. Provide three references from current and/or past clients and discuss the services your firm has provided or are currently providing to them.

Planned Fee Structure

Please describe your fee structure with an explanation of all proposed components and schedules for any of the components, including commissions, contingent commissions, fees for services, or any other fees. Please provide information about fee structures your firm has with any other governmental or quasi-governmental entities, or any other entity that may be comparable to the Commission.

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.

General Liability Indemnification Clause

The general liability indemnification clause in effect for this engagement is set forth in EXHIBIT A.

Required Insurance

The required insurance for this engagement is set forth in EXHIBIT B.

Submission Requirement

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

IV. Submission and Consideration of Qualifications

Please limit your submission to a signed writing in twenty (20) pages or less, and use no less than 12-point font. An original and five (5) copies of your submission must be received at the offices of the Commission no later than **2:00 p.m. EST on June 5, 2017** at the following address:

RFP Response: Employee Benefits Insurance Broker/Risk Management Services
Delaware River Joint Toll Bridge Commission
c/o Arnold Conoline, Chief Administrative Officer
110 Wood and Grove Streets
Morrisville, PA 19067

Inquiries concerning this RFQ are to be directed, in writing, to Joanna Cruz, Human Resources Director at the above address. E-mail inquiries also may be sent to jcruz@drjtbc.org. To be given consideration, all inquiries must be received by **May 17, 2017**. Responses to inquiries, if any, will be posted on the Commission's web site as an Addendum to the RFQ by **May 25, 2017**, at DRJTBC.org under the **DOING BUSINESS** header under the **Request for Qualifications** tab. Communications with representatives of the Commission concerning this RFQ, except as expressly set forth above, by you or on your behalf are not permitted during the submission process.

Submissions received after the due date (**June 5, 2017**) will not be considered. E-mailed and/or faxed submissions will not be accepted under any circumstances.

Selection will be made after consideration of all information requested and received including experience and quality of response. The Commission reserves the right to negotiate fee structures, where appropriate.

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

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 RFQ 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.

After review of the written submissions, 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.

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

EXHIBIT A

General Liability Indemnification Clause

With respect to any services or work provided by the Covered Party, its agents, servants, employees, Subcontractors and subconsultants under this Contract, the Covered Party 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 Covered Party, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Covered Party'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 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

(Maximum Self Insured Retention $250,000)

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** attached 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 110 Wood & Grove Streets, Morrisville, Pennsylvania 19067, regardless of when work commences. A description of the services provided 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. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

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EXHIBIT C

INSURANCE AND INDEMNIFICATION CERTIFICATION FORM

PENNSYLVANIA /NEW JERSEY-BASED EMPLOYEE HEALTH–PRESCRIPTION BENEFITS INSURANCE BROKER / RISK MANAGEMENT PROFESSIONAL SERVICES

_____

(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 RFQ, and will comply and have any designated sub-consultants 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 ____

_____.

My Commission expires _____, 20 ____.

EXHIBIT D

TO BE PRINTED ON INSURANCE BROKER OR INSURANCE CARRIER LETTERHEAD

SAMPLE BROKER LETTER

DATE

Delaware River Joint Toll Bridge Commission
110 Wood and Grove Streets
Morrisville, Pennsylvania 19067

Re: **(INSERT RFQ TITLE)**

Dear _____:

As stipulated in Attachment __ of the Bidding Specifications, this letter confirms **(Broker/Insurance Carrier)** and **(Insured/Bidding Party)** ability to secure placement of all insurance requirements as outlined in the Commission's Insurance and Indemnification Requirements section. We will provide a sample 'Certificate of Insurance' indicating that **(Insured/Bidding Party)** can meet the minimum requirements stipulated herein.

Sincerely,

Insurance Broker / Insurance Carrier
Name/Title