

REQUEST FOR PROPOSALS FOR

**Insurance Consulting Services and
Other Related Insurance Overview Services**

ISSUING OFFICE

Pennsylvania Turnpike Commission

Risk Management Department

RFP NUMBER

15-10260-5146

DATE OF ISSUANCE

February 10, 2015

REQUEST FOR PROPOSALS FOR
Insurance Consulting Services
And
Other Related Insurance Overview Services

TABLE OF CONTENTS

| | | |
|-----------------|--|----------------|
| Part I | - GENERAL INFORMATION FOR PROPOSERS | page 1 |
| Part II | - INFORMATION REQUIRED FROM PROPOSERS | page 7 |
| Part III | - CRITERIA FOR SELECTION | page 10 |
| Part IV | - WORK STATEMENT | page 12 |

APPENDIX A – PROPOSAL COVER SHEET

APPENDIX B – INSURANCE SPECIFICATION

APPENDIX C – DIVERSE BUSINESS (DB) REQUIREMENTS

PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for Insurance Consulting Services and Other Related Insurance Overview Services.

I-2. Issuing Office. This RFP is issued for the Commission by the Risk Management Department.

I-3. Scope. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

I-4. Problem Statement. The Commission is in need of a consulting service to verify that its operations are insured (including through self-insurance) at all times and in such amounts, subject to such exceptions and deductibles and against such risks, as are customary for similar organizations. A work statement is provided in Part IV of this RFP.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed fee contract. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

I-6. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-7. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

I-8. Incurring Costs. The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

I.9. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to RFP-Q@paturnpike.com with **RFP 15-10260-5146** in the Subject Line to be received no later than **2:00 PM local time on Wednesday, February 25, 2015**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

I-10. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **2:00 PM local time on Tuesday, March 17, 2015**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department by the above listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in five (5) hard copies of the Technical Submittal, two (2) hard copies of the Diverse Business (DB) participation submittal, and five (5) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, two complete and exact copies of the entire proposal (Technical, Cost and DB submittals, along with all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 120 days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

US Mail Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
P.O. Box 67676
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this solicitation.

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

I-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

I-15. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-16. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written

statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at www.openrecords.state.pa.us.

I-18. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

I-19. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-20. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work

I-21. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal.

I-22. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will be for three (3) years from that date with an option of a 2 year extension. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-23. Proposer's Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.

- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

I-24. Indemnification. The Proposer shall be responsible for, and shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of Proposer, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the Commission's premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Proposer is responsible for any use of such information not permitted by this Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

I-25. Insurance. Proposer will comply with the Insurance requirements as described in Appendix B - Insurance Specification.

PART II

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal and all Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of three separately sealed submittals:

1. Technical Submittal, which shall be a response to RFP **Part II, Section II-1 Item A through G**;
2. Diverse Business Participation Submittal, in response to RFP **Part II, Section II- 1 Item H**; and
3. Cost Submittal, in response to RFP **Part II, Section II-2**.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

II-1. Technical Submittal.

A. Proposal Cover Sheet (See Appendix A)

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: **Insurance Consulting Services and Other Related Insurance Overview Services, RFP 15-10260-5146**. Appendix A must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources. In addition it is required that all information requested in Appendix A be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

B. Executive Summary

Summarize your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal. (Limit to two pages.)

C. Table of Contents

Include a clear identification of the material by section and by page number.

D. Firm Overview

Provide a brief history and description of your firm’s business organization and its Insurance Consulting service expertise and experience as it relates to the requirements discussed in Part IV of this RFP. Include the location of offices and the number and types of personnel schooled in risk management and insurance programs and capable of providing feedback on insurance adequacy/structure and related issues or other relevant professional staff in each office. Discuss your firm’s presence in and commitment to the Commonwealth of Pennsylvania. Include a discussion of the specific expertise and services that distinguish your firm.

E. Personnel

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform Insurance Consulting services as described in Part IV of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations.

F. Relevant Experience and Expertise

Provide a narrative statement regarding your Insurance Consulting services expertise and experience as it relates to Part IV of this RFP. Additionally include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide Insurance Consulting services in accordance with the same.

Describe your firm’s experience in providing similar Insurance Consulting services to other clients, especially other governmental entities and/or similar public/private sector transportation organizations. Describe the business practices that enable you to complete these tasks in an efficient, timely and, at times, expeditious manner.

Provide a list of three references of clients for which your firm has performed similar work, as described in this RFP, within the past three years.

Include a statement regarding any other specialized Insurance Consulting services your firm may offer.

G. Approach

Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained.

Provide a description of all of the deliverables that you will provide including samples and, at a minimum, a table of contents for each deliverable.

Provide relevant samples of deliverables from similar projects that your firm was primarily responsible for producing.

H. Diverse Business (DB) Requirements (Appendix C). The Commission's Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in Appendix C. There is no minimum participation level (MPL) for DBs established for this contract. However, the utilization of DBs are encouraged and will be considered as a criteria in the evaluation of proposals and may be considered as a factor in the Commission's selection of a firm for this contract.

The proposer must include in its DB participation submittal that it meets the requirements set forth in the Commission's DB Requirements - Appendix C. In addition, the DB participation submittal shall indicate the amount of DB participation incurred in the proposal in terms of dollars committed or percentage of total contract amount.

II-2. Cost Submittal.

The information requested in this section shall constitute your cost submittal. **THE COST SUBMITTAL SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE WITHIN THE SEALED PROPOSAL AND ON A CD-ROM, SEPARATE FROM THE TECHNICAL SUBMITTAL.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9, Questions and Answers of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

1. The costs you are proposing should be an annual fixed fee (billable monthly) and include the costs to review the following:
 - a). All insurance policies produced or any self-insurance program for the Commission, to determine that they are actuarially sound.
 - b). Other insurance consultation as it relates to any and all operations of the Commission in properly advising limits of good insurance coverage, specifications, and review of insurance certificates. On a yearly basis, areas of review and/or consultation will include, but is not limited to: approximately one hundred (100) construction/engineering contracts, fifteen (15) utility crossing agreements, twenty (20) authorized service providers, other RFPs for professional services, approximately fifty (50) purchase orders and any other areas of liability that may affect the operations of the Commission. The consultant will review and respond to the Commission within seventy-two (72) hours as to the acceptability and adequate coverage in accordance with the requirements of the Commission.

The proposer shall only perform work on the Contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under the Contract.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-4. Evaluation Criteria. The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

1. Proposer and Personnel Qualifications and Experience

- a. Proposer's relevant experience and expertise in providing Insurance Consulting Services as it relates to the requirements discussed in Part IV of this RFP.
- b. Qualifications, experience and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
- c. Response of references if the Commission elects to solicit them.

2. Approach

- a. Understanding of the Commission's needs and scope of work.
- b. Soundness of proposed approach, methodology, and deliverables for providing Insurance Consulting Services as it relates to the requirements discussed in Part IV of this RFP.

- c. Quality, completeness and applicability of sample deliverables provided.
- d. Responsiveness, organization, and clarity of Proposal.

3. Cost

While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

- 4. Commitment to Diversity and Inclusion.** This refers to the inclusion of DB firms, as described in Part II-1H. Participation may be measured in terms of total dollars committed or percentage of total contract amount to certified DB firms.

PART IV

WORK STATEMENT

IV-1. Objectives.

a. General. The Commission is seeking proposals from qualified firms to ensure that its operations are insured (including through self-insurance) at all times and in such amounts, subject to such exceptions and deductibles and against such risks, as are customary for similar organizations.

b. Specific. To assist the Risk Management Department in the administration and management of its self-insured exposures, including the review of the Commission's financing of its self-insured losses.

IV-2. Requirements. All work performed by the proposer shall be done by personnel experienced in performing their assigned function. Proposers must list all persons working on this project including support staff and shall include their qualifications to do the work assigned them.

IV-3. Tasks. Provide the available resources to effectively review the Commission's current self-insured exposures and funding levels, as well as the exposures the Commission insures (property and owner-controlled insurance program), including reviewing the self-insured losses to determine if the reserves are adequate.

Review all insurance policies produced and any self-insurance program for the Commission, to determine that coverage is adequate and they are actuarially sound. Based upon this review, the Commission may elect to terminate self-insurance of a given type and based upon the proposer's review, the Commission shall obtain and maintain comparable commercial insurance.

Provide other insurance consultation as it relates to any and all operations of the Commission in properly advising limits of good insurance coverage, specifications, and review of insurance certificates. On a yearly basis, areas of review and/or consultation will include, but is not limited to: approximately one hundred (100) construction/engineering contracts, fifteen (15) utility crossing agreements, twenty (20) authorized service providers, other RFPs for professional services, approximately fifty (50) purchase orders and any other areas of liability that may affect the operations of the Commission. The consultant will review and respond to the Commission within seventy-two (72) hours as to the acceptability and adequate coverage in accordance with the requirements of the Commission.

In accordance with the requirements of the Amended and Restated Indenture (the "Indenture"), dated March 1, 2001, under Sec. 708, Insurance, review the Commission's current insurance policies, financial statements (past and present), loss information (historical and current) for insurance and self-insured programs and report to the Commission as required by the Indenture.

IV-4. Reports and Project Control. Upon completion of their review, the proposer will present to the Commission a detailed report on the current status of all insurance policies, self-insured programs, and provide a certification letter to the Commission outlining their findings, recommendations and overview of the insurance policies and self-insured programs as required by the Indenture.

Provide a monthly summary of services rendered along with other necessary reports advising on the findings of the reviews, as directed by the Commission.

**APPENDIX A – PROPOSAL COVER SHEET
 Pennsylvania Turnpike Commission**

**INSURANCE CONSULTING SERVICES AND
 OTHER RELATED INSURANCE OVERVIEW SERVICES**

RFP# 15-10260-5146

Enclosed in three separately sealed submittals is the proposal for the Proposer identified below for the above referenced RFP:

| Proposer Information: | |
|--|--|
| Proposer Name | |
| Proposer Mailing Address | |
| Proposer Website | |
| Proposer Contact Person/Title | |
| Contact Person's Phone Number | |
| Contact Person's Fax Number | |
| Contact Person's Email Address | |
| Proposer Federal ID Number | |
| Location of Headquarters | |
| Location of Office(s) Performing the Work | |
| Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees | |

Submittals Enclosed and Separately Sealed:

| |
|--|
| <input type="checkbox"/> Technical Submittal <input type="checkbox"/> Diverse Business Participation Submittal <input type="checkbox"/> Payment Proposal |
| Signature |
| Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer's proposal: _____ |
| Print Name |
| Title |

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

Appendix B

INSURANCE SPECIFICATION
MINIMUM INSURANCE REQUIREMENTS

The Pennsylvania Turnpike Commission

Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Professional Service Contractor will provide and maintain the following minimum levels of insurance at Professional Service Contractor's own expense. The cost of the required insurance shall be included in the Professional Service Contractor's cost proposal and no adjustment shall be made to the contract price on account of such costs. The term Professional Service Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Professional Service Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. If found to be non-compliant, the Pennsylvania Turnpike Commission (the "Commission") may purchase the required insurance coverage(s) and the cost will be borne by the Professional Service Contractor through direct payment/reimbursement to the Commission or the Commission may withhold payment to the Professional Service Contractor for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Professional Service Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Professional Service Contractor. If Professional Service Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Professional Service Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Professional Service Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) The Professional Service Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Professional Service Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Professional Service

The Pennsylvania Turnpike Commission

Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Professional Service Contractor shall provide the Commission with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work of this Project and thereafter upon renewal or replacement of each coverage. The Professional Service Contractor shall not begin any work until the Commission has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to the Commission.

Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Commission to identify a deficiency from evidence that is provided shall not be construed as a waiver of Professional Service Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Commission with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f) The Commission, (including the Commission's Parent, Subsidiaries, and Affiliates) shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas.

The Commission reserves the right to require Professional Service Contractor to name other parties as additional insureds as required by the Commission.

There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

- g) Waiver of Rights of Subrogation: Professional Service Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss

The Pennsylvania Turnpike Commission

- or damage covered by any of the insurance maintained by the Professional Service Contractor.
- h) 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 Professional Service Contractor.
 - i) The carrying of insurance described shall in no way be interpreted as relieving the Professional Service Contractor of any responsibility or liability under the contract.
 - j) Any type of insurance or any increase in limits of liability not described above which the Professional Service Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
 - k) Professional Service Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Professional Service Contractor arising in the course of operations under the contract. The Professional Service Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

- 1. **Workers' Compensation and Employer's Liability:**
Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers' Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

| | |
|----------------------------|-------------------------|
| Bodily Injury by Accident: | \$500,000 Each Accident |
| Bodily Injury by Disease: | \$500,000 Each Employee |
| Bodily Injury by Disease: | \$500,000 Policy Limit |
 - c) USL&H, and FELA Coverage, if applicable.
 - d) Includes sole proprietorships and officers of corporation who will be performing the work.
 - e) Where applicable, if the Professional Service Contractor is lending or leasing its employees to the Commission for the work under this contract (e.g. crane rental with operator), it is the Professional Service Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

The Pennsylvania Turnpike Commission

2. **Commercial General Liability:**

Provided on ISO form CG 00 01 12 07 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- 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) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a **Per Project basis**.
- d) No Exclusions for development, construction, building conversion, etc with respect to the project's location and / or where the work is to be completed by the Professional Service Contractor.
- e) Coverage for "Resulting Damage".
- f) No sexual abuse or molestation exclusion.
- g) No amendment to the definition of an "Insured Contract" except as noted below.
- h) The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.

3. **Automobile Liability:**

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above
- b) Per Accident Combined Single Limit \$1,000,000
- c) For Professional Service Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

4. **Commercial Umbrella Liability:**

- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and
 - (3) Employers Liability Coverage.
- b) Minimum Limits of Liability
 - Occurrence Limit: \$10,000,000
 - Aggregate Limit (where applicable): \$10,000,000

The Pennsylvania Turnpike Commission

5. **Professional Liability Insurance:**

- a) Minimum Limits of Liability
Per Claim Limit: \$5,000,000
Aggregate Limit: \$5,000,000
- b) The Definition of "Covered Services" shall include the services required in the scope of this contract.
- c) Coverage shall be extended to cover "Green Building", if applicable.

6. **Crime Insurance:**

- a) Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
- b) The Employee Theft Coverage part shall include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).
- c) Coverage may be provided in the form of a Financial Institution Bond.
- d) Minimum Limits of Liability:
Per Occurrence: \$1,000,000

7. **Privacy Liability:**

- a) Professional Service Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information that may arise from their work with this contract.
- b) Minimum Limits of Liability:
Per Claim: \$5,000,000
Aggregate: \$5,000,000
- c) Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence

APPENDIX C

Pennsylvania Turnpike Commission DIVERSE BUSINESS (DB) REQUIREMENTS

Diverse Business Participation. The Commission is committed to Diverse Business (DB) participation on competitive contracting opportunities. Firms or entities that have not previously performed work or provided services to the Commission are encouraged to respond to the solicitations. RFPs may include DB participation as part of the criteria for the evaluation of proposals, and the Commission may consider DB participation as a selection factor.

Minimum Participation Level (MPL). The minimum participation level (MPL) for the inclusion of DBs will be established in the RFP/advertisement as a percentage.

(a) General Requirements. Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. § 303, requires proposer on contracts funded pursuant to the provisions of Title 74 (Transportation) and 75 (Vehicle Code) administered and issued by the Commission to make Good Faith Efforts to solicit subconsultants that are Diverse Businesses (DBs) as defined in Section 303. The DB requirements of Section 303 apply to this contract.

Section 303 requires proposers to make Good Faith Efforts, as described below, to solicit subconsultants that are DBs during the proposal process to maximize participation of DBs in competitive contracting opportunities.

The Commission is committed to participation by DBs and will enforce the requirements of Section 303 and this section. Failure to make Good Faith Efforts and demonstrate such Good Faith Efforts in the solicitation of subconsultants may result in the proposer being declared ineligible for the contract.

Proposers shall document and submit to the Commission all Good Faith Efforts, as described in this section, to solicit subconsultants that are DBs during the solicitation process.

Proposers are encouraged to utilize and give consideration to consultants offering to utilize DBs in the selection and award of contracts.

Proposers shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

Failure to comply with the requirements of Section 303 or this specification may result in the imposition of sanctions as appropriate under section 531 of the Procurement Code, 62 Pa.C.S. § 531 relating to debarment and suspension.

The Commission's Director of the Office of Diversity and Inclusion, or designee, is designated the Responsible Official who shall supervise the DB program and ensure that the Commission complies with the DB program.

(b) Definitions. The following definitions apply to terms used in this specification:

1. Disadvantaged Business – A business that is owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial, social, ethnic prejudice or cultural bias.

2. Diverse Business – A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization.

3. Minority-owned Business – A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

4. Professional Services – An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including: (1) design professional services as defined in 62 Pa.C.S. § 901 (relating to definitions); (2) legal services; (3) advertising or public relations services; (4) accounting, auditing or actuarial services; (5) security consultant services; (6) computer and information technology services; and (7) insurance underwriting services.

5. Pro Forma Effort-The act of completing a form or document identifying efforts to solicit DBs for a project in order to satisfy criteria with little or no expectation that the DBs contacted or identified will perform any of the work.

6. Service-Disabled Veteran-Owned Small Business – A business in the United States which is independently owned and controlled by a service-disabled veteran(s), not dominant in its field of operation, and employs 100 or fewer employees.

7. Subconsultant- Any individual, partnership, firm, or corporation entering into a contract with the prime consultant for work under the contract, including those providing professional and other services.

8. Third-party Certifying Organization – An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. The term includes: (1) the National Minority Supplier Development Council; (2) the Women’s Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

9. Veteran-owned Small Business –A small business owned and controlled by a veteran or veterans.

10. Women-Owned Business – A business owned and controlled by a majority of individuals who are women.

(c) Actions Required by Proposer during the procurement/consultant selection phase

1. Submission Requirements – Consultant Responsiveness.

- a. **Minimum Participation Level (MPL) Documentation** - If the documentation submitted with the proposal demonstrates that the proposer has identified DBs sufficient to meet the MPL established for this contract, the proposer will be deemed to have satisfied the DB requirement during this phase. The proposer is required to provide the business name and business address of each DB and supporting documentation that includes proof of certification.

If the consultant’s proposal demonstrates the consultant’s inability to meet the MPL established for this contract, the proposer shall demonstrate Good Faith Efforts with its proposal. Failure to submit the required documentation demonstrating Good Faith Efforts as further described below with the proposal may result in a rejection of the proposal.

- b. If no MPL has been established for this contract, the proposer is required to either provide a statement of intent that it will self-perform 100% of the work for the agreement, or demonstrate Good Faith Efforts to solicit subconsultants that are DBs. In either case documentation shall be provided with the proposal.

Failure to submit the required information identified above with the proposal may result in a rejection of the proposal.

2. Good Faith Effort Requirements: The documentation of Good Faith Efforts must include the business name and business address of each DB considered. Supporting documentation must also include proof of certification and any explanation of Good Faith Efforts the proposer would like the Commission to consider. Any services to be performed by a DB are required to be readily identifiable to the agreement. Good Faith efforts are demonstrated by seeking out DB participation in the project given all relevant circumstances. The Commission requires the proposer to demonstrate more than Pro Forma Efforts. Evidence of Good Faith Efforts includes, but is not limited to:

- a. Consultant solicits through all reasonable and available means the interest of all certified DBs with the capacity to perform the scope of work set forth in the agreement.
- b. The proposer must provide written notification at least 5 business days before proposals are due to allow the DBs to respond to the solicitation.
- c. The proposer must determine with certainty if DBs are interested by taking appropriate steps to follow up initial solicitations.
- d. The proposer must make efforts to select portions of the work to be performed by DBs to include, where appropriate, breaking out contract work into economically feasible units to facilitate DB participation;
- e. It is the proposer's responsibility to make a portion of the work available to DBs and, to select those portions of the work, so as to facilitate DB participation.
- f. The proposer shall provide evidence of such negotiations that include the names, addresses, and telephone numbers of DBs considered; A description of the information provided regarding the required work and services for the work selected for subconsultants; and evidence as to why additional agreements could not be reached for DBs to perform the work.
- g. Proposers cannot reject or withhold solicitation of DBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. The DB's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example union v. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the proposer's efforts to meet the Good Faith Efforts requirement.
- i. Efforts to assist interested DBs in obtaining bonding, lines of credit or insurance.

3. Actions Taken by the Commission. As part of the proposal review process, the Commission will review the submissions to determine whether the proposer has complied with Section 303 and this requirement in the selection of DB subconsultants. The Commission will determine whether the proposer has either met the MPL or provided acceptable documentation as noted above. The Commission reserves the right to contact proposers for clarification during the review and negotiation process.

If the Commission determines that the proposer has failed to either meet the MPL or provide acceptable documentation as noted above, the proposal may be rejected.

(d) Consultant Requirements During Performance of Services.

1. Replacement of a DB Subconsultant. Consultant must continue good faith efforts through completion of the contract. The obligation to make Good Faith Efforts to solicit subconsultants for any type of service extends to additional work required for any service which is identified to be performed by a DB. If at any time during the performance of the work, it becomes necessary to replace or add a subconsultant that is a DB, the consultant, as appropriate, shall immediately notify the Commission and seek approval in writing in accordance with the Agreement of the need to replace the DB, which notice shall include the reasons for the replacement. If a prime consultant who originally indicated that it would self-perform all work subsequently decides to use a subconsultant for any work under the contract, the consultant must submit documentation of all Good Faith Efforts as to the work for which a subconsultant is obtained.

2. Records. Maintain project records as are necessary to evaluate DB compliance and as necessary to perform the reporting function addressed below. Maintain all records for a period of 3 years following acceptance of final payment. Make these records available for inspection by the Commission, its designees or agents. These records should indicate:

2.a. The number of DB and non-DB subconsultants and the type of services performed on or incorporated in this project.

2.b. The progress and efforts made in seeking out DB subconsultant organizations and individual DB consultants for work on this project to increase the amount of DB participation and/or to maintain the commitments made at the time of the proposal to DBs.

2.c. Documentation of all correspondence, contacts, telephone calls, and other contacts made to obtain the service of DBs on this project.

3. Reports. Maintain monthly reports and submit reports as required by the Commission concerning those contracts and other business executed with DBs with respect to the records referred to in subsection (e)2. above in such form and manner as prescribed by the Commission. At a minimum, the Reports shall contain the following:

3.a The number of Contracts with DBs noting the type of services provided, including the execution date of each contract.

3.b The amounts paid to each DB during the month, the dates of payment, and the overall amounts paid to date. If no payments are made to a DB during the month, enter a zero (\$0) payment.

3.c Upon request and upon completion of individual DB firm's work, submit paid invoices or a certification attesting to the actual amount paid. In the event the actual amount paid is less than the award amount, a complete explanation of difference is required.

4. Subconsultant Contracts

4.a. Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations.

4.b. Prime consultant will not impose provisions on DB subconsultants that are more onerous or restrictive than the terms of the prime's contract with non-DBs.

4.c. Executed copies of subcontracts/purchase orders are to be received by the Commission before the commencement of work by the DB.

5. Payments to DB Subconsultants. Payments to DBs are to be made in accordance with the prompt payment requirements of Chapter 39, Subchapter D of the Procurement Code, 62 Pa.C.S. §3931 et seq. Performance of services by a DB subconsultant in accordance with the terms of the contract entitles the subconsultant to payment.

(e) Actions to be Taken by Commission After Performance of Services. Following completion of the Consultant's services, the Director of the Commission's Office of Diversity and Inclusion or his/her designee will review the overall DB participation to assess the Consultant's compliance with Section 303 and this contract. Appropriate sanctions may be imposed under 62 Pa.C.S. § 531 (relating to debarment or suspension) for a Consultant's failure to comply with Section 303 and the requirements of the contract.

Addendum No. 1

RFP # 15-10260-5146

Insurance Consulting Services and Other Related Insurance Overview

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

ADDITION

1. On page 6 of 12 Item I-26 has been added.
I-26. Diverse Business (DB) Requirements. Proposer will comply with the DB Requirements as described in Appendix C – Diverse Business (DB) Requirements.

REVISION

1. On page 9 of 12, Part II-1, Item H, the 2nd paragraph has been revised to read:
The proposer must include in its DB participation submittal that it meets the requirements set forth in the Commission's DB Requirements - Appendix C. In particular, the proposer shall address the section of the DB Requirements labeled, "Actions Required by Proposer during the procurement/consultant selection phase". In addition, the DB participation submittal shall indicate the amount of DB participation incurred in the proposal in terms of dollars committed or percentage of total contract amount.

QUESTIONS AND ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of February 25, 2015. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. **If the initial response to questions creates unintended ambiguities or follow up questions, will there be any opportunity to seek additional clarification?**

No.

2. **Are any or all of the services requested in the RFP now being provided by an outside source such as a consultant or broker? If so, is the name of the firm available?**

Current services are provided by North American Insurance Management Corporation.

3. What is the staffing composition of the Risk Management Department?

The Risk Management Department is comprised of a Risk Manager, Claims Supervisor, Senior Claims Administrator and Worker's Compensation Claims Administrator.

4. Does the commission use multiple insurance brokers?

Currently the Commission utilizes the services of 1 primary broker but some coverages are provided through the Department of General Services. In addition, other brokers may be utilized in the future.

5. Will the consultant assist in a broker selection process? If so, what will be the consultant's involvement?

The consultant may be called upon to participate in the procurement process should the need arise for another broker.

6. Will the consultant be asked to evaluate the current service providers?

See Part IV Work Statement, Section IV-3 – Tasks.

7. How many days of onsite work are anticipated annually?

Onsite work would be limited.

8. Does the contract fixed fee include out-of-pocket expenses?

The contract fixed fee includes all normal business operating expenses. Travel expenses, pre-approved by the Commission would be additional.

9. Please make available for review the scoring template used to evaluate the Technical Submissions (Part III §III-3).

Scoring will not be used in the criteria for selection for this RFP. The evaluation criteria described in section III-4 are listed in order of relative importance from highest to lowest.

10. Please identify all current, in-force Diverse Business relationships utilized by prime contractors that are actively engaged with the Commission. Please identify the prime contractor, Diverse Business partner and percentage allocation or dollar amount in force (§ II-8 and Appendix C).

This information will not be provided.

- 11. Please confirm the in force contract value with North American Insurance Management Corporation (“NAIMC”) in their provision of Insurance Consulting Services and Other Related Insurance Services**

This information can be found on the Commissions website.

www.paturmpike.com

Doing Business with the PTC

Contract Postings

- 12. Is there a Diverse Business actively participating with NAIMC on the in force contract with the Commission? If in the affirmative, please identify the Diverse Business name and percentage (or monetary value) participation level.**

No.

- 13. Please provide additional detail into the expected level of coordination with the Commission’s insurance brokerage contractor. To what extent will the successful bidder be interacting with the Commission’s insurance brokerage contractor?**

Coordination with the Commission’s insurance brokerage contractor should be limited to information gathering if needed. Interaction will be primarily with Commission personnel.

- 14. Please provide additional details regarding the desired deliverable expressing acceptability and adequacy of coverage to be provided to the Commission by the contractor within seventy-two (72) hours of request (§ II-2, 1-b).**

Part II-2, section 1-b requires that any insurance certificates submitted to the consultant be reviewed for compliance with coverage requirements and that the Commission be notified of the compliance/non-compliance of the certificate within 72 hours. That notification can be in the form of an email.

- 15. Does the Commission expect to see billable rates by personnel classification on the contractor Cost Submittal?**

No.

- 16. Does the Commission expect the contractor to provide and deliver independent actuarial analysis in addition to consultative analysis?**

No, consultative analysis only.

- 17. Please advise the name(s) of the incumbent insurance consultant(s).**

See response to question #2.

18. How long has the current consultant been providing these services to the Commission?

The current consultant has been providing these services to the Commission since 2006.

19. What is the annual fee dollar amount or commission percentage for each line of coverage that has been paid to current consultant for the past two years?

Please see the response to question #11.

20. Does the Commission have a preferred structure for compensating the selected consultants for their services rendered, i.e. flat fee vs. commission?

See Part I-5 Type of Contract, it states this will be a fixed fee contract and see Part II-2. Cost Submittal in the RFP which states it should be an annual fixed fee (billable monthly).

21. Are there any areas of improvement or additional services the Commission is seeking?

See Part IV Work Statement in the RFP.

22. What are the annual premiums, carriers, and effective & renewal dates of the current list of coverages and when do you expect the consultants to shop the insurance policies?

Consultants are not expected to shop or place coverage. See Part IV Work Statement in the RFP.

23. Could you please provide a loss summary or 5 years of loss runs on all policies?

The Commission has a loss free history.

24. Has there been any policy design changes or work procedure changes implemented as a result of evaluation of risk conditions during current contract? If yes, please describe.

No.

25. Please describe how the TPA, if any, works with your legal department in managing claims.

Not applicable to this RFP.

26. What M/WBE certifications are acceptable, and are there any special M/WBE forms we need to complete and submit with the proposal?

See Part II-1, Item H and Appendix C – Diverse Business Requirements.

27. The Pennsylvania Turnpike Commission currently has an insurance broker for the property and casualty insurance policies being purchased for the ongoing operations of the Pennsylvania Turnpike Commission. Does this RFP pertain to that brokerage relationship?

No. This RFP does not involve the shopping or placement of coverage.

28. If RFP 15-10260-5146 does not apply to the current brokerage relationship, will the winner of this RFP be expected to work in concert with the current insurance broker, as it appears that there could be a significant amount of overlap and duplication of efforts? Or will the relationship be directly with the appropriate members of the Turnpike Commission's Risk Management Department?

Please see the response to question #13.

29. Is this a new consulting relationship for the Pennsylvania Turnpike Commission, or is it an existing relationship that is being opened for a new proposal? If it is a current consulting relationship, who is the current provider(s) for the Turnpike Commission?

This is not a new consulting relationship. Please see the answer to question #2.

30. We are reviewing the above-referenced Request for Proposal and have a questions with regard to one of the services you are asking vendors to provide. Specifically on Page 9 of 12 you are asking to review "All insurance policies produced or any self-insurance program for the Commonwealth, to determine that they are actuarially sound." Could you explain what it is you are asking for with regard to "actuarially sound". Are you looking for a credentialed actuarial opinion or simply a reasonable overview and assessment based on knowledge and know how?

A reasonable overview and assessment based on knowledge and know-how.

All other terms, conditions and requirements of the original RFP dated February 10, 2015 remain unchanged unless modified by this Addendum.