

QUOTATIONS TO  
BE ON F.O.B.  
DELIVERED  
BASIS

PURCHASING DEPARTMENT  
PENNSYLVANIA TURNPIKE COMMISSION  
P.O. BOX 67676 HARRISBURG, PA 17106 (717) 939-9551  
REQUEST FOR QUOTATION

TERMS:  
NET 30 DAYS

BID NUMBER 1000031408 - REBID  
BUYER Karen Ruch  
REFER TO Human Resources Department

DATED 03/03/09  
DUE DATE 03/13/09  
PAGE 1

VENDOR (Name & Address)

Contact: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**STOP LOSS INSURANCE PROVIDER**

The Pennsylvania Turnpike Commission (PTC) is soliciting bid proposals from qualified bidders to obtain a competitive Stop Loss policy for self insured benefits program, effective March 1, 2009 for a one year contract with 3 one-year renewable extensions.

**Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's **Procurement Department, Attention Jim Weikert**, no later than **12:00 noon local time on March 13, 2009**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Blvd., Middletown, PA 17057. Please note that use of **U.S. Mail delivery does not guarantee delivery to this address by the above-listed time for submission**. **Bidders mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals.**

**Proposals.** Bidders must submit 4 copies of their response to this RFQ and one copy of the response document(s) on CD. No other distribution of proposals will be made by the Bidder. Proposals must be signed by an official authorized to bind the Bidder to its provisions and include the Bidder's Federal Identification Number.

**QUOTATIONS TO  
BE ON F.O.B.  
DELIVERED  
BASIS**

**PURCHASING DEPARTMENT  
PENNSYLVANIA TURNPIKE COMMISSION  
P.O. BOX 67676 HARRISBURG, PA 17106 (717) 939-9551  
REQUEST FOR QUOTATION**

**TERMS:  
NET 30 DAYS**

**BID NUMBER** 100031408 - REBID  
**BUYER** Karen Ruch  
**REFER TO** Human Resources Department

**DATED** 03/03/09  
**DUE DATE** 03/13/09  
**PAGE** 2

---

**TIMELINE**

RFQ Available for Issuance March 4, 2009  
Proposals Due in Pennsylvania Turnpike Commission office March 13, 2009  
Provider Award Approval March 13-17, 2009  
Plan Effective Date March 1, 2009

---

**INFORMATION REQUIRED FROM BIDDERS**

1. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.
2. Sample Contract.
3. Questionnaire Responses. Bidders must respond to all questions posed in the Questionnaire section of this RFQ.
4. Fully Executed Signature page (attached).
5. Acceptance of Requirements/Exceptions (page 3 of bid document).
6. Cost Submittal.
  - a. Broker Costs. Specify what amount is provided, e.g. percentage of the premium, etc.
  - b. Total Cost.

**STOP LOSS BID SPECIFICATION**

**Product Requirement:** \$275,000 Individual Specific Limit  
\$100,000 Aggregating Specific Corridor  
Medical Only  
PAID Basis

Actively At Work Provision Waiver  
No Aggregate Coverage

**Alternative Proposals:** \$300,000 Individual Specific Limit  
\$325,000 Individual Specific Limit  
  
\$125,000 Aggregating Specific Corridor  
\$150,000 Aggregating Specific Corridor  
  
Medical and Prescription Drug Coverage

**Professional Requirement:** Error & Omissions Policy  
Appropriate State Health Licensure  
Must be licensed or willing to license with Highmark

QUOTATIONS TO  
BE ON F.O.B.  
DELIVERED  
BASIS

PURCHASING DEPARTMENT  
PENNSYLVANIA TURNPIKE COMMISSION  
P.O. BOX 67676 HARRISBURG, PA 17106 (717) 939-9551  
REQUEST FOR QUOTATION

TERMS:  
NET 30 DAYS

BID NUMBER 1000031408 - REBID  
BUYER Karen Ruch  
REFER TO Human Resources Department

DATED 03/03/09  
DUE DATE 03/13/09  
PAGE 3

---

**FINANCIAL REQUIREMENTS**

- 1) All rates are guaranteed for a minimum of 12 months, beginning March 1, 2009.
- 2) Annual rate renewals must be provided by November 30 for March 1 rate changes.
- 3) Premiums will not be adjusted at anytime during the plan year unless the Commission requests and agrees to off-anniversary benefit changes.
- 4) Premium payments will be based upon Commission enrollment numbers.

---

**ACCEPTANCE OF REQUIREMENTS**

Insurer or Plan Administrator agrees to the provisions of the specifications:

- Without exception  
 With exceptions described below

Exceptions:

All information presented in the Request for Quotation and collected during the bid process is considered confidential and is to be used only for the purpose of preparing your quotation and is not to be shared with anyone not directly involved in this process. Any breach of confidentiality is grounds for disqualification of your response.

Please send Requests for Data to Billie Jo Levengood at: [billiejo@irsteam.com](mailto:billiejo@irsteam.com)

Contact information: Billie Jo Levengood  
Innovative Risk Solutions, Inc.  
3330 Bargaintown Road, Suite 2  
Egg Harbor Twp., NJ 08234  
(609)927-7475

**QUOTATIONS TO  
BE ON F.O.B.  
DELIVERED  
BASIS**

**PURCHASING DEPARTMENT  
PENNSYLVANIA TURNPIKE COMMISSION  
P.O. BOX 67676 HARRISBURG, PA 17106 (717) 939-9551  
REQUEST FOR QUOTATION**

**TERMS:  
NET 30 DAYS**

**BID NUMBER** 1000031408 - REBID  
**BUYER** Karen Ruch  
**REFER TO** Human Resources Department

**DATED** 03/03/09  
**DUE DATE** 03/13/09  
**PAGE** 4

---

**QUESTIONNAIRE**

1. If not included in the contract, please provide specific information regarding claims turnaround time.
2. Please provide three references of similar size and scope to the Commission. Please include two current customers and one former customer. Please include how long each has been/was a customer and the approximate number of employees.
3. Please confirm you will adhere to all provisions of HIPAA.
4. Please confirm your willingness to provide the renewal by November 30<sup>th</sup> of each Plan Year for March 1 effective date.
5. If not included in the contract, what is the time line for specific stop loss to be settled? Is reimbursement immediate or at the end of the year?
6. Describe your billing process.
7. If not included in the proposal, are any individuals, classes of individuals and/or medical conditions excluded from coverage, reimbursed at a lower rate, capped or otherwise limited (e.g., mental health, substance abuse, organ transplants, COBRA participants, disabled or confined individuals, not actively-at-work employees, pre-existing conditions, etc.)?
8. If not included in the proposal, do you agree to provide coverage for all disabled or inactive individuals currently covered by the Commission's medical plan? If you intend to separately evaluate any individuals, what are the possible outcomes (e.g., increase in specific stop loss, no coverage, higher rates, excluded conditions, etc.)?
9. Will future years' stop loss rates be entirely based on the experience of your stop loss pool or will the Commission's own claim results (or known ongoing claims) play a factor in your rating?
10. Are the rates for the time period unconditionally guaranteed? In other words, do you reserve the right to change the quoted rates prior to implementation?
11. If not included in the proposal, what additional information will you require from the Commission or the claims administrator prior to implementation?
12. If not included in the contract, would there be any impact on stop loss for an off-anniversary contract termination?
13. What is the stop loss carrier's philosophy regarding lasering upon renewal?
14. Please provide Standard and Poor's and AM Best rating for the most recent calendar year.

**PENNSYLVANIA TURNPIKE COMMISSION**  
**Harrisburg, Pennsylvania**  
**CONDITIONS AND INSTRUCTIONS TO BIDDERS**  
**(NO BID GUARANTY OR PERFORMANCE SECURITY REQUIRED)**  
**See Section L for conditions for Construction Payment Bond Requirements**

The foregoing proposal is subject to the following conditions and instructions, all interpretations of which shall be at the sole discretion of the Pennsylvania Turnpike Commission:

**A. DEFINITION OF TERMS: "APPROVED EQUAL":**

Wherever in these proposal forms and specifications an article or material is defined by using a trade name or the name and catalog number of a manufacturer or vendor, the term "OR APPROVED EQUAL", if not inserted therewith, shall be implied. It is understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "OR APPROVED EQUAL" is defined as meaning any other make equal in material, workmanship, and service, and as efficient and economical in operation. An article meeting these conditions may be accepted, unless specifically noted otherwise in the bid document.

**B. EXECUTION OF PROPOSAL**

1. All blank spaces in the proposal and bid shall be filled in clearly where indicated, either typed or written in ink. Altering or changing any part of this proposal or bid will be sufficient reason for rejection.

2. It is the bidder's responsibility to contact the Pennsylvania Department of Revenue or the Internal Revenue Service to determine the applicability of taxes. Generally though, direct sales to the Commission (an instrumentality of the Commonwealth of Pennsylvania) of tangible personal property that will not become a permanent part of real estate are exempt from Pennsylvania sales tax. Any other applicable tax may not be stated as a separate line item in the bid. Successful bidders will be required to furnish Tax Exemption Forms with their invoices. Relevant exemption numbers and certificates are available on request from the Purchasing Department.

3. Bidders shall submit a separate unit price for each item, a total bid, a total lump sum bid covering all items in each group, and a total lump sum bid covering all items of all groups. Award will be made on separate unit price, total bid, or a total lump sum bid covering all items in each group, or a total lump sum bid for all items of all groups, whichever is to the best interest of the Pennsylvania Turnpike Commission. In case of a discrepancy, the unit price will be considered as the price bid. The extension figures are only for the information of the Commission and will not be considered as part of the bid.

4. The bid must be signed by the owner, if the bidder is a sole proprietor; or by a general partner, if the bidder is a partnership. If the bidder is a corporation, the bid must be signed by the president or vice-president, and attested by the secretary or treasurer or assistant secretary or treasurer. A corporate bidder may, in the alternative, execute a bid other than by the formality set forth above, by signing such bid by an officer, employee or agent having express authority by reason of a power of attorney identifying that officer or agent by name and title; a copy of the power of attorney (signed by the president or vice-president, attesting to the corporate minutes setting forth the resolution of authority and certified by the secretary or treasurer or assistant secretary or treasurer) shall be attached to each such bid.

5. Unless specifically noted as a bid requirement, time, terms of delivery, and cash discounts offered by any bidder shall not be considered in making an award. However, if cash discounts are offered by any bidder, the Pennsylvania Turnpike Commission reserves the right to take advantage of such offer.

6. In the event of tie bids, time, terms of delivery and terms of payment shall be considered as factors by the Commission in making an award.

**C. FURNISHING OF SAMPLES**

Samples, if required, must be furnished at the expense of the bidder and will become the property of the Pennsylvania Turnpike Commission.

**D. WITHDRAWAL OF BID PRIOR TO OPENING**

Each bidder who submits his bid specifically waives any right to withdraw it except as hereinafter provided. Bidders will be given permission to withdraw any bid after it has been deposited with the Commission, provided the bidder makes his request by telephone, telegraph or in writing to the Director of Purchases. Withdrawal by telephone, telegraph or in writing must be made not later than twenty-four (24) hours before the time fixed for the bid opening. Requests pertaining to withdrawal by telephone or telegraph must be confirmed in writing by the bidder and must reach the Director of Purchases, Pennsylvania Turnpike Commission, not later than one (1) hour prior to the time fixed for the opening of bids.

**E. ACCEPTANCE OR REJECTION OF BID; CONFORMITY TO SPECIFICATION; ELIGIBILITY FOR AWARD**

1. The Pennsylvania Turnpike Commission reserves the right to reject any and all bids, to waive technical defects, and to accept or reject any part of any bid if, in its judgment, the best interests of the Pennsylvania Turnpike Commission are thereby served.

2. The Commission may reject all bids not meeting specifications.

3. No award will be made to any bidder who, in the opinion of the Director of Purchases of the Pennsylvania Turnpike Commission, is in default of any bid, purchase order, or contract with the Pennsylvania Turnpike Commission, prior to the date of the bid under consideration.

## CONDITIONS AND INSTRUCTIONS TO BIDDERS

### F. UNDERTAKING BY BIDDER

In submitting the foregoing bid, the bidder certifies that:

1. The bidder will save harmless and fully indemnify the Pennsylvania Turnpike Commission and all its officers or agents from all damages, costs, or expense that may at any time be imposed or claimed for infringement of any patent right of any person, association, or corporation as a result of the use of the Pennsylvania Turnpike Commission or any of its officers, agents, or employees, or articles supplied under this contract and of which the contractor is not the patentee, assignee, or licensee.
2. The prices in this bid are neither directly nor indirectly the result of any agreement with any other bidder.

### G. DELIVERY OF MATERIALS; INSPECTION; REMEDIES OF COMMISSION FOR NON-CONFORMITY TO SPECIFICATIONS

1. Delivery must be made strictly in accordance with the proposal. The material listed in the proposal must be delivered F.O.B. the point or points shown on the proposal. Delivery must be made on, or before, the date specified in the proposal.
2. If upon inspection of the material, any article that is defective or fails in any way to meet the terms of the contract or purchase order will be rejected. The decision of the Pennsylvania Turnpike Commission shall be final and the rejected material will be replaced by, and at the expense of, the supplier.
3. If a supplier furnishes articles not meeting specifications, and does not replace such articles, or if there is a failure to deliver any purchase within the specified time, the Commission may purchase the same in the open market and deduct the expense, including any excess in price over that called for in the contract, from the amount due the supplier from the Pennsylvania Turnpike Commission. If the amount due the supplier is not sufficient to meet such expenses in excess price paid for, the Commission may proceed against the supplier or his sureties or both.
4. All materials, equipment, and supplies must conform to the regulations of the Pennsylvania Turnpike Commission or the Department of Labor & Industry or any other of the Departments of the Commonwealth of Pennsylvania, with established standards.
5. In accordance with the provisions of the Act of 1978, No. 3, 73 P.S. 1881 et seq., as amended by Act No. 161 of 1982 and Act. No. 144 of 1984 (Steel Products Procurement Act), all vendors, suppliers, or contractors shall use or furnish only steel products produced in the United States in the performance of the contract or purchase order.

### H. NO SUBLETTING OR ASSIGNMENT

No contract may be assigned, sublet, or transferred without prior written consent of the Pennsylvania Turnpike Commission.

### I. CAUSE FOR REMOVAL FROM BID LIST

Any vendor not responding two (2) consecutive times or any vendor who does not receive an award for a period of five (5) years shall be purged from the mailing list, unless specifically noted otherwise in the bid document. A "NO BID" is considered a reply.

### J. NON-DISCRIMINATION CLAUSE

The Pennsylvania Turnpike Commission's Non-Discrimination Clause shall be considered a part of this proposal. Copies of the Non-Discrimination Clause can be obtained by contacting the Purchasing Office.

### K. NON-WAIVER OF ADDITIONAL RIGHTS

The enumeration in these Conditions and Instructions of certain rights and remedies in the Commission shall not be construed to preclude the exercise by the Commission of other and additional rights and remedies which are available generally at law or which may be implied from the foregoing.

### L. CONDITIONS FOR PAYMENT BOND REQUIREMENT

A payment bond in the amount of 100% of the bid price will be required of the successful bidder(s) for any purchase order or contract exceeding five thousand dollars (\$5,000.00) for the construction, reconstruction, alteration or repair of any building, or other improvement including highway work. Such bonds shall be executed by one or more surety companies legally authorized to do business in the Commonwealth of Pennsylvania.

M. The Contracting Officer for this bid and for any Purchase Orders issued as a result of this bid is the Purchasing Manager.

(Continuation of Proposal)

**NUMBER OF DAYS REQUIRED TO MAKE DELIVERY AFTER RECEIPT OF ORDER** \_\_\_\_\_

*(Failure to answer this question may disqualify bid.)*

Sales made to the Pennsylvania Turnpike Commission are exempt from the provisions of the fair trade law, the Pennsylvania Sales Tax, and certain Federal Excise Taxes.

**CASH DISCOUNT OFFERED:** Bidder hereby agrees that in the event of an award if payment is made within \_\_\_\_\_ ( ) days after receipt of material he will offer the Pennsylvania Turnpike Commission a \_\_\_\_\_% discount. (NOTE: Discount offered will not be used for the purpose of evaluating lowest bid received.)

**BID**

In compliance with the within proposal, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted, to furnish any or all items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) specified. *This bid will remain firm for sixty (60) days.*

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
City, State Month, Year

(IF A SOLE PROPRIETOR):

\_\_\_\_\_  
Name of Company  
\_\_\_\_\_  
Owner (SEAL)

TYPE OR PRINT NAME HERE

(IF A PARTNERSHIP):

\_\_\_\_\_  
Name of Company  
\_\_\_\_\_  
Owner (SEAL)

TYPE OR PRINT NAME HERE

(IF A CORPORATION): (See Instructions)

\_\_\_\_\_  
Name of Company

Attest: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Type or Print  
Name Here

Address \_\_\_\_\_

(Affix corporate seal here)

Telephone  
No. \_\_\_\_\_

**REQUEST FOR BID SUMMARY INFORMATION WILL BE GIVEN ONLY WHEN ACCOMPANIED BY STAMPED SELF-ADDRESSED ENVELOPE. NO TELEPHONE INQUIRIES HONORED.**

**CHECK THIS BLOCK  IF YOU QUALIFY AS A MINORITY BUSINESS ENTERPRISE.**