

**OHIO TURNPIKE AND  
INFRASTRUCTURE COMMISSION**

682 Prospect Street  
Berea, Ohio 44017

**REQUEST FOR PROPOSALS  
CONSULTING SERVICES RELATED TO  
THE OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION'S  
PROPERTY AND CASUALTY INSURANCE PROGRAM**

ISSUE DATE:

February 25, 2015

INQUIRY END DATE:

5:00 P.M. (E.D.T.) March 11, 2015

OPENING DATE:

5:00 p.m (E.D.T.), March 18, 2015

**ATTENTION OF RESPONDING CONSULTANTS IS DIRECTED TO:**

**ANSWERS TO QUESTIONS RECEIVED THROUGH THE END OF THE INQUIRY PERIOD**

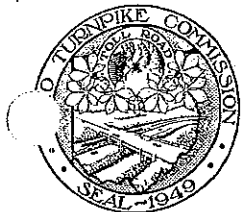
**ANSWERS TO QUESTIONS RECEIVED THROUGH THE END OF THE INQUIRY PERIOD**

Q#1 Kindly advise if the Commission currently utilized the services of a risk management consultant. If so, please provide a copy of that agreement.

*A#1 The Commission currently utilizes the services of Crain, Langner & Company as its risk management consultant. The Agreement is attached to this response.*

Q#2 It would be helpful if you could provide us with the most recent insurance summary by line of coverage including: carriers, limits, deductibles, and premiums

*A#2 The Commission's 2015 Insurance Schedule is attached to this response.*



The Ohio Turnpike Commission

Richard A. Hodges  
Executive Director

January 10, 2013

Jerry N. Hruby  
Chairman

Joseph A. Balog  
Vice Chairman

George F. Dixon  
Member

Sandra K. Barber  
Secretary-Treasurer

Jerry Wray  
Director of Transportation  
Member Ex-Officio

Christiane Schmenk  
Director of Development  
Member Ex-Officio

Timothy S. Keen  
Director of OBM  
Member Ex-Officio

Thomas F. Patton  
Ohio Senate Member

El D. Dovilla  
Ohio House Member

Richard A. Hodges  
Executive Director

Mr. Daniel C. Buser, Vice President  
Crain, Langner and Company  
3728 Waitley Drive  
P.O. Box 531  
Richfield, Ohio 44286

**RE: Extension of Contract for Professional Consulting Services Related to The Ohio Turnpike Commission's Property and Casualty Insurance Program**

Dear Mr. Buser:

The initial term of the Contract between Crain, Langner and Company and the Ohio Turnpike Commission ("Commission") to provide Insurance Consulting Services in regards to the Commission's Property and Casualty Insurance Program will expire as of March 6, 2013. Pursuant to Article 2 of the Contract, the Contract contains one (1) possible renewal for an additional two-year term.

With this letter, the Commission intends to exercise its option to renew the Contract through March 6, 2015. The renewal shall be pursuant to the same terms and conditions as the Contract dated March 7, 2011

Crain, Langner will also need to furnish a current certificate of insurance including consultants professional liability and a current State of Ohio Bureau of Workers Compensation Certificate with evidence of Premium Payment.

Please indicate Crain, Langner's acceptance to the above terms and extension of the Contract by having the appropriate corporate official sign at the appropriate space below, and please return three (3) of the four (4) enclosed originals to the attention of Kathleen Weiss, General Counsel, at the Commission's offices, within ten (10) days of receipt of this letter.

Very truly yours,

*Richard Hodges*  
Richard Hodges  
Executive Director

APPROVED:

*Kathleen Weiss*  
Kathleen Weiss, General Counsel

CRAIN, LANGNER AND COMPANY

By: *Dan Buser*

Name: *DANIEL C. BUSER*

Title: *President*

Date: *1/14/2013*

cc:  Risk Management Coordinator  
 CFO/Comptroller  
 Accounting  
 Procurement Manager

682 Prospect Street, Berea, Ohio 44017-2799 Phone: (440) 234-2081 Fax: (440) 234-4618

www.ohioturnpike.org

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**OHIO TURNPIKE COMMISSION FORM CONTRACT**  
**PROFESSIONAL CONSULTING SERVICES RELATED TO**  
**THE OHIO TURNPIKE COMMISSION'S**  
**PROPERTY AND CASUALTY INSURANCE PROGRAM**

This Contract is made and entered into the 7 day of March, 2011, by and between the **OHIO TURNPIKE COMMISSION** (the "Commission"), 682 Prospect Street, Berea, Ohio 44017, and **CRAIN, LANGNER & CO.**, 3728 Waitley Drive, Richfield, Ohio 44286, (the "Selected Consultant").

**RECITALS**

WHEREAS, the Commission conducted a Request for Proposal ("RFP") process to select a Consultant to provide services related to the analysis, renewal and/or marketing of Ohio Turnpike Commission's Property and Casualty Insurance Program as more fully described in the RFP; and

WHEREAS, the Selected Consultant submitted the Proposal deemed by the Commission to provide the best combination of service value and price; and

WHEREAS, the Selected Consultant is qualified and willing to provide the services as outlined in the RFP, which is incorporated by reference as if fully rewritten herein, but which, due to its length, is not attached hereto as an Exhibit.

NOW THEREFORE, in consideration of the mutual promises, covenants and terms and conditions set forth in the RFP and the Selected Consultant's Proposal, the parties have entered into this Contract.

## **AGREEMENTS**

### **ARTICLE 1 – CONTRACT DOCUMENTS**

1.1 The Contract Documents shall consist of the following documents: The Form Contract; the RFP and any Exhibits thereto; the Selected Consultant's Proposal (including both its Technical and Price Proposal); and all insurance certificates to be provided by the Selected Consultant in accordance with the requirements of **PART XII, Section Q** of the RFP.

### **ARTICLE 2 – DESCRIPTION OF CONTRACT AND TERM**

2.1 Subject to the terms and conditions hereof and the "Contract Documents" as defined herein, the Commission shall designate the Selected Consultant as its provider of Professional Consulting Services Related to the Ohio Turnpike Commission's Property and Casualty Insurance Program.

2.2 Subject to the Terminations provisions set forth at **PART XII, Section P**, the Contract shall have an initial term of two (2) years. Pursuant to **PART VII** of the RFP, the Commission may extend the Contract pursuant to the same terms and conditions or upon terms and conditions mutually agreeable to the parties for one (1) additional two (2) year period.

### **ARTICLE 3 – PAYMENTS**

3.1 Payments to the Selected Consultant shall be made in accordance with **PART XII, Section E** of the RFP and the Selected Consultant's Pricing Summary submitted in response to the RFP, as attached hereto.

**ARTICLE 4 – ENTIRE AGREEMENT**

4.1 The Contract Documents embody the entire understanding of the Commission and the Selected Consultant and form the basis of the Contract between the Commission and the Selected Consultant. The Contract Documents shall be considered to be incorporated by reference into this Form Contract as if fully rewritten herein.

4.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding upon the Selected Consultant and the Commission, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Selected Consultant without the prior written consent of the Commission.

**ARTICLE 5 - EXECUTION**

5.1 The Contract shall become binding and effective upon execution by the Commission.

**ARTICLE 6 - ORIGINAL CONTRACT FORMS**

6.1 This Form Contract has been executed in several counterparts, each of which shall constitute a complete original Form Contract that may be introduced in evidence or used for any other purpose without production of any other counterparts.

**ARTICLE 7 - WARRANTY OF SIGNATORIES**

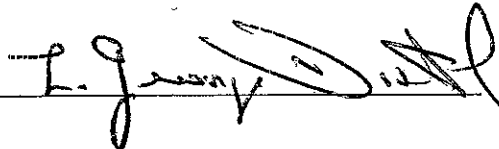
7.1 The undersigned signatories for the Parties hereby represent and warrant that they have full and complete authority to execute the Contract on behalf of their respective Parties. This representation and warranty is made for the purpose of inducing the Parties to execute the Contract.

**ARTICLE 8 - NOTICE**

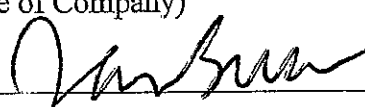
8.1 For purposes of providing any written Notice required under the Contract: To the Commission, Notice shall be provided in writing to: the General Counsel, c/o The Ohio Turnpike Commission, 682 Prospect Street, Berea, Ohio 44017, Telephone (440) 234-2081, ext. 1021. For the Selected Consultant, Notice shall be provided in writing to: Daniel C. Buser, Vice President, c/o Crain, Langner & Co ,3728 Waitley Drive, P.O. Box 531, Richfield, Ohio 44286, Telephone (330) 659-3142, Fax Number (330) 659-6241.

IN WITNESS WHEREOF, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Contract.

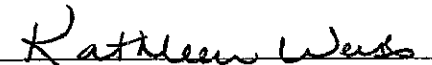
**OHIO TURNPIKE COMMISSION**

\_\_\_\_\_  
  
\_\_\_\_\_  
Exec. Director  
(Title)  
3/7/11  
(Date)

**SELECTED CONSULTANT**

Crain, Langner & Co.  
(Name of Company)  
By:   
\_\_\_\_\_  
President  
(Title)  
3-3-11  
(Date)

APPROVED AS TO FORM:

  
Director of Contracts Administration  
\_\_\_\_\_  
3/7/11  
(Date)



**PART V - PRICING SUMMARY**

**RESPONDING CONSULTANTS MUST COMPLETE THIS FORM AND RETURN IT WITH THEIR RFP RESPONSE.** Responding Consultants shall submit a Pricing Summary indicating charges on an hourly basis for the six (6) tasks outlined in **PART I** above. Please indicate a total estimated Project cost for the first four (4) items as based on your quoted hourly rate (reviewing renewal proposals from existing insurance carriers, identifying potential brokers, drafting the technical portion of the RFP, and assisting with the evaluation of RFP responses which may include selection of a claims adjustment service provider). The Commission prefers that any hourly rates quoted include all overhead costs, however, allowances for travel expenses will be made pursuant to the Commissions' travel policy. Hourly rates must remain constant for all services provided during the term of the Contract.

Hourly Rates for Consulting Services: Please list type of employee; i.e., partner, senior account manager, account representative, etc.

<u>TYPE OF EMPLOYEE</u>	<u>ESTIMATED HOURS</u> (Task 1-4 Only)	X	<u>HOURLY RATE</u>	=	<u>COST</u>
<u>CONSULTANT</u>	<u>40</u>		<u>200</u>		<u>8,000</u>
<u>ANALYST</u>	<u>40</u>		<u>110</u>		<u>4,400</u>
_____	_____		_____		_____
<b>TOTAL PERSONNEL COSTS</b>					<u>12,400</u>
<b>OTHER COSTS (EXPLAIN)</b>	<u>NONE</u>				<u>0</u>
<b>TOTAL COST FOR RFP PROJECT</b> (Tasks 1-4 as listed in PART I)					<u>12,400</u>

**RESPONDING CONSULTANTS MUST DISCLOSE ANY POTENTIAL CONFLICTS OF INTEREST OR BUSINESS AFFILIATIONS WITH OTHER INSURANCE BROKERS AND/OR CARRIERS IN THE SPACE PROVIDED HERE (Use separate sheets if necessary):**

NO POTENTIAL CONFLICTS OF INTEREST, ETC.

Signature of Officer Authorized to Bind the Responding Consultant:

Daniel C. Buser

Name and Title: DANIEL C. BUSER, President

Name of Consulting Firm: Crain, Langner & Co.

Date: 1/5/11

### III. SPECIFIC SUBMISSION REQUIREMENTS (CONT'D)

#### 4. COMPLETED PRICING SUMMARY AND CONFLICT OF INTEREST DISCLOSURE

A completed Pricing Summary is attached as Exhibit A. It reflects our hourly rates and total cost to perform tasks 1 through 4 of \$12,400 for year one.

Other work falling within tasks 5 and 6 would be performed on an as-requested basis at the hourly rates of \$200 per hour for consultants and \$110 per hour for analysts. Hourly rates would not change during the two year initial contract term.

We are amenable to using a single blended hourly rate for all Crain, Langner & Co. personnel. The Pricing Summary total estimated project cost would not change materially if a blended rate were used.

We anticipate the following work and fees for each of the two years of the initial contact term:

<u>Year</u>	<u>Task</u>	<u>Type of Employee</u>	<u>Est. Hours</u>	<u>Hourly Rate</u>	<u>Cost</u>	<u>Category Cost</u>
1	1-4	Consultant	40	200	8,000	
1	1-4	Analyst	40	110	4,400	12,400

In addition, below is our estimated time and fees for years 1 and 2, using our standard hourly rates, for tasks 5 and 6 in years 1 and 2, and for tasks 1-4 in year 2.

<u>Year</u>	<u>Task</u>	<u>Type of Employee</u>	<u>Est. Hours</u>	<u>Hourly Rate</u>	<u>Cost</u>	<u>Category Cost</u>
1	5-6	Consultant	20	200	4,000	
1	5-6	Analyst	20	110	2,200	6,200
2	1-4	Consultant	10	200	2,000	
2	1-4	Analyst	10	110	1,100	3,100
2	5-6	Consultant	30	200	6,000	
2	5-6	Analyst	10	110	1,100	7,100

Task 1-4 is limited to Task 1, reviewing renewal proposals 10,200 annual

NOTE, the Pricing Summary and our estimated costs above do not include time and fees to conduct a Broker Selection Process. Such a process typically requires about 30 hours of consultant time and 20 hours of analyst time (assuming only three or four agents/brokers submit proposals and are interviewed). If the Commission wants to conduct such a process, select a single broker (or at most two brokers), and charge that broker to obtain renewal proposals for the 2011 policies, that process can be completed by mid-March. We would review the proposals, seek clarification, options, or improvements where appropriate, and advise the Commission on the most favorable proposal(s) to accept.

### Ohio Turnpike Commission Insurance Schedule 09-01-15

Insurance Coverage	Insurer and Agent	Policy No.	Ins. Value	Term	Policy Date	Premium
<b>1. General Liability Ins.</b>	Travelers Indemnity Company Arthur J. Gallagher Risk Mgmt Services, Inc. 2 Summit Park Dr , Suite 235 Independence, OH 44131 216-566-9799	14563137	Bodily injury and property damage \$1,000,000 each occurrence, \$3,000,000 aggregate Includes employer's liability and employee benefits E & O and terrorism. Self-Insured Retention (SIR) of \$100,000 each occurrence, including loss adjustment expense.	1 year	09-01-15	Advance premium of \$152,058
<b>Automobile Liability Ins.</b>	Travelers Indemnity Company Arthur J. Gallagher Risk Mgmt Services, Inc. 2 Summit Park Dr , Suite 235 Independence, OH 44131 216-566-9799	810-2C410370	Bodily injury and property damage \$1,000,000 each occurrence; \$100,000 SIR; any auto (includes Owned, Non-Owned autos. Physical damage coverage over \$100,000 for OTC vehicles. Includes garage keepers legal liability of \$250,000 per occurrence. Not subject to audit	1 year	09-01-15	Advance premium of \$113,389
<b>Excess Liability Ins.</b> To cover losses over the limits of policies above	Travelers Indemnity Company Arthur J. Gallagher Risk Mgmt Services, Inc 2 Summit Park Dr., Suite 235 Independence, OH 44131	14563149	\$20,000,000 excess of primary – includes Public Officials coverage – deductible \$10,000  Includes terrorism	1 year	09-01-15	Advance premium of 73,072
	North River Insurance Co./Crum & Forster	522-748436-4	\$20,000,000 excess of \$20,000,000	1 year	09-01-15	Advance premium of \$66,267
	Great American Insurance Co.  Wells Fargo Ins Services USA, Inc. 1301 E 9 <sup>th</sup> St., Suite 3800 Cleveland, OH 44114 216-902-5171	EXC 2464533	\$25,000,000 excess of \$40,000,000  Includes terrorism	1 year	09-01-15	Advance premium of \$39,722
<b>Public Officials Errors &amp; Omissions Insurance</b>	Travelers Indemnity Company Arthur J. Gallagher Risk Mgmt Services, Inc. 2 Summit Park Dr , Suite 235 Independence, OH 44131	14563137	\$1,000,000 per occurrence, \$1,000,000 aggregate/claims made. \$100,000 SIR - including defense costs. Includes \$5,000,000 employment practices with 7/1/98 retro date Choice of counsel endorsement included.	1 year	09-01-15	Included in General Liability

## Ohio Turnpike Commission Insurance Schedule 09-01-15

Insurance Coverage	Insurer and Agent	Policy No.	Ins. Value	Term	Policy Date	Premium
<b>2. Bridge Insurance</b> Cuyahoga, Huron, Sandusky, Maumee River, Vermilion and Tinkers Creek bridges; NY Central and Penn Central RR structures Usual all risk bridge policy including vandalism and malicious and civil disorder.	Travelers Property Casualty Company of America  The Hoffman Group 2 Berea Commons, Suite 10 Berea, Ohio 44017 440-826-0700	660290D6021	\$191,967,815 agreed value. Deductible of \$100,000 Does not exclude terrorism.	1 year	09-01-15	Advance premium of \$170,021
<b>Use &amp; Occupancy</b> Covers loss of toll and other operating revenues due to destruction or damage to any part of the turnpike or service facilities. All risk including vandalism and malicious mischief.	Travelers Property Casualty Company of America  The Hoffman Group 2 Berea Commons, Suite 10 Berea, Ohio 44017	660290D6021	\$10,000,000 per occurrence Deductible of \$100,000/7days	1 year	09-01-15	Included in Bridge insurance.
<b>3. Multi-Peril/Property</b>	Affiliated F M Insurance Company  Hylant Group 6000 Freedom Square Drive, Suite 400 Independence, Ohio 44131 216-447-1050	MJ857	\$469,665,919 Replacement cost; blanket, real and personal property coverage as scheduled. \$5,000 deductible per occurrence. Includes: building ordinance or law, flood and earthquake coverage, automatic builders risk, business income, extra expense, mold, transit, and terrorism coverages (Increased coverage at adjusted rate as insured locations and contents are added.)	1 year	09-01-15	Annual Premium of \$229,530 Engineering Fee - \$5,000

**Ohio Turnpike Commission Insurance Schedule 09-01-15**

<b>Insurance Coverage</b>	<b>Insurer and Agent</b>	<b>Policy No.</b>	<b>Ins. Value</b>	<b>Term</b>	<b>Policy Date</b>	<b>Premium</b>
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(Continued)

Blanket replacement cost insurance on Administration Building, including Communication Building, and Contents, Maintenance Garage and Contents, Toll Plaza Buildings and Contents, Maintenance Buildings and Contents, Highway Patrol Buildings and Contents, Salt Storage Buildings, Radio Communication Equipment and Towers.

Self insured retentions and deductibles -See policy for schedule of insurance.

Blanket Insurance on the fourteen (14) Restaurants, Filling Station and Tool House Buildings collectively known as "Service Plazas".

<b>Data Processing Insurance</b>	Affiliated F.M. Insurance Company  Hylant Group 6000 Freedom Square Drive, Suite 400 Independence, Ohio 44131	MJ857	Replacement cost - Variable Administration Building data processing equipment coverage and total toll plaza data processing equipment coverage; total data processing and media coverage; extra expense; total business interruption coverage, each working day; accounts receivable. 48 hours and \$5,000 deductible.	1 year	09-01-15	(Included in Multi-Peril/Property)
<b>Maintenance/Contractors Equipment</b>	Affiliated F.M. Insurance Company  Hylant Group 6000 Freedom Square Drive, Suite 400 Independence, Ohio 44131	MJ857	\$12,073,042 Covers all items within "Major Equipment List" having an actual cash value in excess of \$1,000. All risk coverage on all perils, inland marine included, valuable papers and transit	1 year	09-01-15	(Included in Multi-Peril/Property)
<b>Boiler &amp; Machinery</b>	Affiliated F.M. Ins. Co.  Hylant Group 6000 Freedom Square Drive, Suite 400 Independence, Ohio 44131	MJ857	Blanket coverage Deductible \$5,000 per occurrence; includes business interruption and extra expense.	1 year	09-01-15	(Included in Multi-Peril/Property)

**Ohio Turnpike Commission Insurance Schedule 09-01-15**

<b>Insurance Coverage</b>	<b>Insurer and Agent</b>	<b>Policy No.</b>	<b>Ins. Value</b>	<b>Term</b>	<b>Policy Date</b>	<b>Premium</b>
<b>4. Money &amp; Securities</b>	Travelers Casualty & Surety of America  Arthur J. Gallagher Risk Mgmt Services, Inc 2 Summit Park Dr., Suite 235 Independence, OH 44131 216-566-9799	105648514	\$15,000,000 limit; \$50,000 deductible. Public employee dishonesty; Theft, disappearance and destruction; Robbery and safe burglary; Forgery and alteration; Credit, debit or charge card forgery; Computer fraud; \$1,000,000 Faithful performance of duty; Wire transfer communication fraud. Money orders and counterfeit currency.	1 year	09-01-15	Advance premium of \$34,639
<b>5. Pollution Legal Liability</b>	Ironshore Specialty Insurance Company  Arthur J. Gallagher Risk Mgmt Services, Inc 2 Summit Park Dr., Suite 235 Independence, OH 44131 216-566-9799	001443601	\$1,000,000 per occurrence \$2,000,000 aggregate Includes Terrorism \$50,000 deductible Third claims for BI/PD; First party remediation; emergency response; business interruption Coverage excess of customers, contractors, service plaza operators, etc., if applicable. Includes transportation activities of Commission and customers	2 year	09/01/16	Two year advance premium of \$27,405
<b>6. Cyber/Privacy Liability</b>	Axis Insurance Company  Arthur J. Gallagher Risk Mgmt Services, Inc 2 Summit Park Dr., Suite 235 Independence, OH 44131 216-566-9799	MKN769079012014	\$2,000,000 with various sub-limits. Includes Terrorism. SIR \$100,000 and 10,000 individuals. 3 <sup>rd</sup> party enterprise security & privacy liability, regulatory action, breach response, computer system extortion. 1 <sup>st</sup> party forensic and legal services, public relations expense, website media liability, business interruption, data restoration	1 year	09/01/15	Advance premium of \$43,619

**Claims Service –** York Claims Services, Inc.  
16560 Commerce Court  
Suite 100  
Middleburg Heights, Ohio 44130  
440-243-8409