PORT AUTHORITY OF ALLEGHENY COUNTY

REQUEST FOR PROPOSALS

for

PROPERTY AND CASUALTY RISK MANAGEMENT SERVICES

RFP NO. 21-02

Vendor Sourcing Category: PROFESSIONAL SERVICES

Vendor Sourcing Sub-Category:

PROFESSIONAL – Professional Services

PSIRM – Pro Insurance/OCIP/Risk Mgmt

MARCH 2021

Port Authority of Allegheny County
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Pittsburgh, Pennsylvania 15222-2527
Main Phone Number: (412) 566-5500

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1.0 General Information

Port Authority of Allegheny County (Authority) provides a network of fixed route public transportation services to persons traveling within a 745-square mile area, including the City of Pittsburgh and all of Allegheny County. Operating a fleet of 700 buses, 83 light rail vehicles and the Monongahela Incline, and by sponsoring ACCESS (the nation's largest paratransit program of its kind for senior citizens and persons with disabilities), Authority is one of the largest and most diversified public transit agencies in the United States.

Authority provides bus service on three exclusive busways: the 4.3-mile South Busway; the 9.1-mile Martin Luther King, Jr. East Busway; and the 5-mile West Busway. Authority operates its light rail transit service, known as "the T", on a 25-mile rail system.

In addition, Authority owns and operates 4 bus operating divisions, a major bus overhaul facility, a light rail vehicle maintenance facility, a light rail transportation control center, and a major service facility that supports maintenance of Authority facilities, properties, Park and Ride lots and rights-of-way.

1.1 Introduction

Authority is requesting proposals to provide consulting services) to support Authority's property and casualty risk management programs (Contract Services, including, but not limited to, the design and marketing of operational insurance coverages, evaluation of insurance proposals, placement of insurance coverages, and advising on insurance requirements for Authority and Authority's contractors and vendors. The services will support the Authority's ongoing risk management activities continuously throughout the term of the Agreement. All Contract Services will be authorized by Work Orders negotiated by Authority and the selected proposer (Contractor) and approved to proceed by Authority. The Agreement will be for an initial period of three (3) years, with the option to extend up to two (2) additional years at Authority's sole discretion.

FOR YOUR INFORMATION: Authority has introduced "ebusiness" at its website, http://ebusiness.portauthority.org, the smartest, fastest, easiest, and most efficient way to deliver and receive information regarding solicitations. **All Proposers must register electronically in order to be notified of Authority solicitations and to obtain copies of RFP's, subsequent addenda and other related information.** Complete the bidder registration application with close attention to identifying the Vendor Sourcing Category and Vendor Sourcing Sub-Category to describe your organization's interests.

This RFP, including supporting documents, contains all of the information necessary to prepare and submit a Proposal. **Proposers are advised to completely review this RFP and explicitly follow the instructions herein regarding the submission of a Proposal.** Each Proposal shall comply with the requirements of this RFP as stated herein and all applicable federal, state and local laws.

1.2 Definitions

Throughout this RFP, the following definitions shall apply:

ADA: means the federal Americans with Disabilities Act, as may be amended, for Public Transportation systems

Addendum or Addenda: means an amendment made by Authority, in writing, to the RFP.

Advertisement: means the public announcement requesting Proposals for the Agreement.

Agreement: means the contract between Authority and Contractor to perform the Contract Services as set forth in the RFP.

Authority: means Port Authority of Allegheny County, 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527, acting by and through its authorized officers, representatives, and agents.

Contractor/Vendor: These two terms may be used as one in the same and represent the: Proposer selected by Authority to perform the Contract Services as set forth in the Agreement.

Contract Services: means the Scope of Services as defined in the RFP and as finalized, through negotiations, and incorporated into the Agreement.

Disadvantage Business Enterprise (DBE): means Disadvantaged Business Enterprise as defined in 49 C.F.R., Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

Diverse Business (DB): means a diverse business as defined in 74 Pa. C.S. § 303, as may be amended.

Ebusiness: means utilization of web technology to transmit between Authority and vendors, proposers, and contractors' information for everything from procurement to contract management in the fastest, easiest and most efficient form. Ebusiness can be accessed through http://ebusiness.portauthority.org

Evaluation Committee: Authority's staff appointed to evaluate, rank, and recommend all Proposals submitted in accordance with the criteria and methods contained in this RFP.

FTA: means Federal Transit Administration, United States Department of Transportation.

Government: means the Government of the United States of America

Joint Venture: means an association of two or more businesses to carry out a single business enterprise for profit for which they combine their property, capital, efforts, skills and knowledge for the purpose of proposing on an RFP and executing an agreement as a single business entity.

Key Personnel: means the Contractor's personnel named whom have been specifically identified and approved to function in a key capacity in managing and providing the Contract Services as set forth in the Agreement.

Notice to Proceed (NTP): means the written notice issued by Authority to Contractor directing the Contractor to proceed with the Work.

Project: means the Authority project for which the Contract Services are required.

Project Manager: means the individual proposed by a Proposer, and who will be responsible for the Contractor, to not only oversee the performance of the Contract Services by the Contractor, but also, who will have specific and detailed knowledge regarding Authority's programs and contracts, and who will have overall responsibility for participating in, overseeing the strategy for, and performing the analysis of, Authority's programs, plans, contracts and negotiations. The Project Manager will be Authority's direct contact, within the Contractor, regarding the performance of the Contract Services.

Proposal: means a hard copy written submission, in response to the RFP, by a Proposer for the Contract Services.

Proposer: means the individual, firm, partnership, corporation, joint venture or other entity which submits a proposal to Authority, in response to the RFP, seeking to be selected as the Contractor.

RFP: means this Request for Proposal Number 21-02.

Scope of Services: Sections 4 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

Service: means the Contract Services.

State: The Commonwealth of Pennsylvania.

Subcontractor: An individual, firm, partnership, corporation, joint venture or any combination thereof having a direct contract with the Contractor or another Subcontractor to perform a part or parts of the Work including the supply of design services or installation services.

Supplier: means any individual, partnership, firm, corporation, joint venture or any combination thereof, who provides material, products, equipment or systems, but not labor or services, to the Contractor by virtue of an agreement with the Contractor.

Work Order: means an individual work order, issued by Authority and setting forth the Contract Services to be performed, the schedule and general conditions for the performance of the required Contract Services and the not-to-exceed amount for the Contract Services, as well as any additional terms or conditions that may be applicable to the Work Order. A Work Order shall be binding on the Contractor once fully executed. Until the Work Order is fully executed, the Contractor shall not perform the referenced portions of the Contract Services.

1.3 Proposal Submission Schedule

An Information Meeting for interested parties will be held on the date and time as set forth in the Advertisement. Questions generated at the Information Meeting will be answered, if necessary, in writing by Authority. Prospective Proposers are reminded that any changes to the RFP shall be by addendum only and nothing stated at the Information Meeting shall change or qualify, in any way, any of the provisions of the RFP and shall not be binding on Authority.

Attendance is recommended but not required at the Information Meeting. However, Information Meetings will not occur at any time other than the above designated time. The RFP and any subsequent written addendum serve as the sole basis upon which Proposers may submit proposals.

Electronic proposals in PDF version shall be submitted as indicated in the Advertisement and must be both received and time stamped by a representative of the Purchasing and Materials Management Department at or before the time for submission of proposals set forth in the Advertisement. Proposals received or time stamped by a Purchasing and Materials Management Department after the advertised time for the submission of proposals shall be non-responsive and therefore ineligible for award and will be returned to the Proposer. Each Proposer shall be solely responsible for assuring that its proposal is timely received and time stamped in accordance with the requirements herein.

1.4 RFP as Exclusive Basis for Proposal

The RFP represents, in writing to all Proposers, the most comprehensive and definitive statement that Authority is able to make at this time as to the requirements, terms and conditions for this proposal process and performance of Contract Services. The RFP and any subsequent written addendum shall serve as the sole basis upon which Proposers may submit Proposals. Proposers are advised to completely review the RFP and explicitly follow the instructions herein regarding the submission of a Proposal and the Scope of Services.

Each Proposal shall comply with the requirements of the RFP as stated herein and all applicable federal, state and local laws and shall be executed by a director, officer, and other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer to a contract. Any information or understanding, verbal or written, which is not contained either in the RFP, or in subsequent written addenda to the RFP, shall not be considered by a Proposer in submitting its Proposal.

Authority reserves the right to amend the RFP at any time. Any amendments to, or interpretations of, the RFP, shall be described in written addenda. Each addendum will be available for this RFP through ebusiness for all parties. All proposers are responsible for checking ebusiness for any addenda or notifications. Failure of any prospective Proposer to receive the addendum shall not relieve the Proposer from any obligation under its Proposal as submitted or under any requirement of the RFP, as amended by an addendum. All addenda issued shall become part of the RFP.

Each Proposer shall acknowledge the receipt of each addendum in its Proposal. Failure to acknowledge receipt of an addendum in a Proposal may, at Authority's sole option, disqualify the Proposal.

If assistance is required to involve Disadvantaged Business Enterprises (DBEs) or Diverse Businesses (DBs) in the Contract Services, Proposers should contact Authority's Program Manager, Diverse and Disadvantaged Business Enterprises, Ms. Susanna Broadus, at (412) 566-5257 or by e-mail at SBroadus@portauthority.org.

Proposers should contact Authority's Professional Services Contract Specialist, Mr. Fred Buckner, at (412) 566-5467 or email fbuckner@portauthority.org for any procedural questions concerning the RFP.

Only written questions or communications for the RFP will be considered for possible response. No telephone solicitations will be honored. If any questions or communications submitted necessitate a response, by Authority, an addendum will be posted on ebusiness. Only written responses provided as addendum shall be official and all other forms of communications with any director, officer, employee or agent of Authority shall not be binding upon Authority. All questions relating to the RFP must be submitted as follows:

Via mail or fax:

Office of the Director of Purchasing and Materials Management Department
Port Authority of Allegheny County
345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222-2527
Attention: Fred Buckner, Professional Services Contract Specialist
Fax No.: (412) 566-5359
E-mail: fbuckner@portauthority.org

All such questions or communications and requests must be submitted by Proposers and received by Authority no later than ten (10) days before the due date for Proposals. Questions received after that time may not receive any acknowledgement or response from Authority. If it should appear to a prospective Proposer that the performance of the Contract Services, or any matter relating to the RFP, is vague, ambiguous or not sufficiently described or explained in the RFP or the Scope of Services, or that federal, state or local law, ordinance, rule, regulation or other standard or requirement, then the Proposer shall submit a written request for clarification to Authority within the time period specified above.

1.5 Modifications, Deviations and Irregularities

Any individual, firm, partnership, corporation, LLC, joint venture or other entity able to meet the requirements of the RFP is invited to submit a Proposal in response to the RFP. Proposers will be bound by the provisions contained in the RFP, unless a waiver or deviation is formally issued via written addendum by Authority.

As part of the process leading to the selection, if any, of the Contractor, Authority may request additions, modifications or clarifications to the proposal. Authority will rely upon the information submitted in a Proposal if the Agreement is awarded.

Authority reserves the right to waive any minor irregularities in any proposal submitted in response to the RFP and/or to reject all proposals, in its sole discretion.

1.6 Conditions, Exceptions, Reservations or Understandings

Proposals' stating conditions, exceptions, reservations or understandings (hereinafter in this paragraph "deviations") relating to the RFP, including but not limited to proposed deviations to the RFP Sample Agreement, may be rejected by Authority, in its sole discretion. Any and all deviations must be explicitly, fully and separately stated in a Proposal, setting forth, at a minimum, the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by Authority. **PROPOSED DEVIATIONS MUST BE SET FORTH IN THE PROPOSAL AT THE TIME OF SUBMISSION IN ORDER TO RECEIVE CONSIDERATION**. Any deviation found by Authority to be acceptable will be evaluated in accordance with the appropriate evaluation criteria and procedures. The submission of deviations may result in the Proposer receiving a less favorable evaluation than without the deviation.

1.7 Modification or Withdrawal of Proposals

A modification of a Proposal already received by Authority will be accepted by Authority only if the modification is submitted by a director, officer or other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer and received by Authority prior to the due date set forth in the Advertisement for the receipt of Proposals or as made with a requested Best and Final Offer (BAFO). All modifications shall be made in writing and submitted in the same form and manner as the original Proposal.

Prior to the due date for Proposals as set forth in the Advertisement, a Proposer may withdraw a Proposal already received by Authority by submitting, in the same manner as the original Proposal to Authority, a written request for withdrawal from a director, officer or other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer. By submitting a Proposal, and not properly withdrawing it prior to the due date for

Proposals, a Proposer agrees that it shall keep its Proposal open and shall not withdraw its Proposal for 180 days.

This provision may not be utilized by a Proposer as a means to submit a late Proposal and, as such, does not alter Authority's right, in its sole discretion, to reject a Proposal.

1.8 Form of Contract

The sample Agreement, which will be used with some modifications specific to the Contract Services if the Agreement is awarded, is attached hereto as **EXHIBIT 1**. Proposers should review the sample Agreement, which includes various requirements for the Contract Services, and shall include any of its comments on the sample Agreement as part of its Proposal.

1.9 Contractor Responsibility for Subcontractors

The Contractor shall be responsible for management, direction, design integration, scheduling, control, review and approval of all subcontract work and services. Moreover, the Contractor shall be responsible for assuring that all subcontract work is in conformance with the Agreement, Authority's policies, standards and criteria, and all applicable laws. All subcontracts will be subject to the review and approval of Authority. Subcontracts shall include all relevant agreement provisions identified in the Agreement.

1.10 Adverse Interest Law

This RFP is subject to the Commonwealth of Pennsylvania Adverse Interest Law, 71 P.S. §776.1, et. seq., as may be amended. This may have implications on future procurements. It is incumbent upon potential Proposers to perform their own determinations on this matter prior to submitting a proposal.

1.11 Pennsylvania's Right-to-Know Law

Upon formalization of an Agreement with a Proposer, all Proposals and other supplemental information submitted in response to this RFP will become public records, as defined by Pennsylvania's Right-to-Know Law, 65 Pa. Con. Stat. s. 67.101, et seq., as may be amended (Law), and Authority is subject to the Law. Subject to specific exemptions under the Law, Authority is statutorily obligated to, and indeed will, make available all records deemed public in nature by the Law in response to a properly submitted Right-to-Know request.

2.0 Proposal Requirements

2.1 General Requirements

No later than the due date and time for Proposals set forth in the Advertisement, each Proposer shall submit a letter of transmittal, and a separate PDF version Proposal. The Proposal shall be written in English and shall contain all of the documents required to be submitted by the RFP and no other documents. The same requirements shall apply to any BAFOs which may be requested and submitted.

Proposals will only be accepted from a Proposer and not directly from any proposed subcontractor. Therefore, a Proposer shall work in close cooperation with its proposed subcontractors.

The Proposer shall be a comprehensive, accurate and effective presentation of the information required by Section 2.1.1.

2.1.1 Letter of Transmittal/Proposal Requirements

Proposals should be submitted with two major components:

(1) **Letter of Transmittal**: This Letter of Transmittal shall be no greater than two (2) pages in length and shall contain the following:

(a) Statement as to the name, title, address, telephone, fax number(s) and e-mail address of the director, officer or other individual (**with appropriate proof of signatory authority**) with authority to bind the Proposer in contractual matters. The Letter of Transmittal shall be signed by such director, officer or other individual.

(b) Statement as to the name, title, address, telephone and e-mail address of the individual to be contacted in the event that the Proposer is selected for an interview.

(c) Statement as to the address and legal form of the Proposer. If the Proposer is a corporation, the Proposer shall identify its state of incorporation. If a joint venture is being proposed, provide the above information for all participating firms.

(d) Statement that includes the following*: "This Proposal, and any BAFO, shall remain in effect for and not be withdrawn for 180 days after the due date for the Proposal or the BAFO."*

(e) Statement acknowledging receipt of each and every Addendum, by Addendum number and date, that Authority may issue to the RFP.

(f) Statement acknowledging that any information provided with or otherwise attached to the Proposal that the Proposer may deem confidential or proprietary in nature may be subject to disclosure under Pennsylvania's Right-to-Know Law. The Proposer shall include the following acknowledgment and release in its Letter of Transmittal:

"(Name of Proposer) acknowledges the requirements and potential applicability of the statutory requirements set forth in PENNSYLVANIA'S RIGHT-TO-KNOW LAW, 65 P.S. §§ 67.101 et seq., as may be amended. Accordingly, if the attached Proposal or any other material provided to Authority pursuant to this RFP process contains any reference to material being confidential, proprietary or restricted, in any manner, this Letter of Transmittal officially advises Authority and acknowledges that the stated limitations on such identified material are hereby rescinded and are null and void, to the extent that Authority determines that it is required to disclose such materials pursuant to a valid request for such information."

(2) **Proposal Requirements**: The Proposal should be a comprehensive, accurate and effective presentation. **Attachments such as brochures, promotional literature, etc., shall not be included.**

(a) One original of the Proposal hand signed shall be submitted electronically in PDF version through the Authority's eBusiness system. Please refer to **EXHIBIT 12 –Submitting a Proposal eBusiness**, for further instructions how to submit proposals.

(b) The Proposal shall also include an Appendix, which shall be at the end of the proposal document. The Appendix shall only contain material, which is explicitly requested to be included in the Appendix.

(c) No more than 50 pages, each numbered at the bottom, shall be contained within the proposal. The page limit shall not include the Appendix material. Proposals containing more than the stated number of pages may be rejected by Authority.

(d) The font size for all material prepared in response to this RFP shall not be less than 10 pt.

(e) The Proposal should be contained on 8-1/2" x 11" letter size.

(f) Pages should be numbered consecutively (beginning with Page 1) throughout the entire proposal and organized in the following fashion using identifying page separators for each section of the electronic copy:

Cover:	Containing RFP title and Proposer's name.
Letter of Transmittal:	Letter previously described.
Table of Contents:	
Section 1	Overview of Proposer
Section 2	Experience Record
Section 3	Project Work Plan
Section 4	Project Organization and Management Plan
Section 5	Summary of Cost(s)
Appendix	The Appendix which shall only contain the materials that are required by the RFP to be included in the Appendix.

2.1.2 Disadvantaged Business Enterprise (DBE) /Diverse Business (DB) Participation

The Proposer/Contractor agrees to ensure that Disadvantaged Business Enterprises (each a "DBE"), as defined in 49 C.F.R., Part 26, as applicable, and Diverse Businesses (each a "DB"), as defined in 74 Pa.C.S. § 303, have the maximum opportunity to participate in the performance of contracts and subcontracts provided under, or for, this Agreement. In this regard, Proposer/Contractor shall take all necessary and reasonable steps to ensure that DBEs and DBs have the maximum opportunity to compete for, and perform contracts and subcontracts, for the Contract Services and shall document its good faith efforts to solicit subcontracts from DBEs and/or DBs. It is important to not only identify DBEs/DBs, but to explain how they will be integrated into the proposed work plan.

2.1.2.1 Disadvantaged Business Enterprise (DBE) Participation

Because some of the Contract Services may be federally funded, Authority will evaluate each work order for the Contract Services prior to issuance to determine whether to establish a DBE goal. As such, inclusion of DBE participation will be considered in the proposal evaluation process. DBEs are particularly invited to submit Proposals to perform the Contract Services outlined in the RFP, either as the Proposer or part of a joint venture.

DBEs identified by Proposer in its proposal must be certified under the Pennsylvania Unified Certification Program (PAUCP) to be eligible towards any established DBE goal. DBEs that are currently certified under the PAUCP can be found at the PAUCP's website at https://paucp.dbesystems.com. Proposers are encouraged to consider the utilization of DBE firms that are currently certified with the PAUCP.

If the DBE being proposed for participation is not currently identified as being certified in the PAUCP database, or its certification has expired, Proposer shall immediately contact the DBE representative identified in Section 1.4 of the RFP for assistance in verifying the status of any pending certification or advancing the DBE certification process for this DBE firm.

Note that the requirements imposed by the Federal Transit Administration with respect to DBE participation may differ from other federal or state laws or regulations.

2.1.2.2 Diverse Business (DB) Participation

DBs are particularly invited to submit Proposals to perform the Contract Services outlined in the RFP, either as a Proposer of or part of a joint venture.

It is the policy of Authority that DBs shall have the maximum opportunity to participate in the performance of contracts and subcontracts, and the Proposers and the Contractor agree:

(1) To make a good faith effort to ensure that DBs have the maximum opportunity to participate in the performance of the Agreement; and

(2) Failure of a Proposer to carry out the above requirements shall cause the Proposer to be non-responsive and ineligible for award. Also, following the award of the Agreement, if the Contractor fails to carry out the above requirements, the Contractor shall be in breach of the Agreement which may result in termination of the Agreement by Authority or such other remedy as Authority deems appropriate or as otherwise provided by law and/or in the Agreement.

2.1.2.3 Requirements for DBE/DB Participation

(1) The Proposer shall submit with its Proposal, the following:

a) Name and address of DB (DBE) firms that will participate in the Contract;

b) A description of the work that each DB (DBE) will perform; and

c) The anticipated percentage of participation for each DB (DBE) firm.

(2) The Proposer shall perform upon the request of Authority, the following:

(1) In order to demonstrate that good faith efforts were made by the Proposer to secure DB (DBE) participation, the Proposer shall submit the following information to Authority when requested:

i) The names, addresses and telephone numbers of DBs (DBEs) that were contacted;

ii) A description of the information provided to DBs (DBEs) regarding Contract Services to be performed; and

iii) A statement of why additional agreements with DBs (DBEs) were not reached.

(2) The Proposer shall make a good faith effort to assist the DBs (DBEs) contacted that need assistance in obtaining lines of credit and insurance.

(3) The Proposer/Contractor shall make a good faith effort to replace a DB (DBE) subcontractor with another DB (DBE). The good faith effort shall be directed at finding another DB (DBE) to perform, at least, the same amount of work for the Agreement as the DB (DBE) that was terminated.

(4) The Contractor shall make a good faith effort to provide DB (DBE) subcontractors with the opportunity to perform work added to the Agreement.

(5) The Contractor shall be required to make a good faith effort to identify additional opportunities for DB (DBE) participation, if work, which the Contractor originally intended to have performed by a DB (DBE), is reduced or eliminated as a result of an Agreement change.

The Proposer/Contractor shall meet with Authority at Authority's request to discuss the DB plan (or if applicable, DBE plan). The purpose of the meeting is to consider whether the DB (DBE) commitment of the Proposer/Contractor is in compliance with the Agreement. At the meeting, the Proposer/Contractor will have an opportunity to present information pertinent to its compliance with the applicable requirements.

2.2 Overview of Proposer

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Overview of Proposer" section of its Proposal.

2.2.1 Description of Proposer

A concise description of the Proposer including organizational structure, subsidiary companies, identification of principals or parent companies, length of time in business, office locations and size and overall number of personnel by discipline. If the Proposer is a joint venture, the Proposer shall furnish this information for each entity forming the joint venture and clearly indicate the reason for the joint venture as it directly applies to this Project. Proposer shall also provide a general overview description of its proposed subcontractors.

2.2.2 Agent

A requirement of the Agreement is that the Contractor shall maintain, during the duration of the Agreement, an agent in Allegheny County, Pennsylvania authorized to accept notice and service of process on behalf of the Contractor and the Proposer shall so acknowledge and agree.

2.2.3 Contractor/Subcontractor Percentage of Work

The Contractor will be required to perform a minimum of 90 percent, of the work with its own forces. Therefore, a maximum of 10 percent of the work may be subcontracted by the Contractor. The Proposer shall provide, in its Proposal, a statement as to the percentage of work that will be performed by the Proposer.

The Proposer shall identify all of its proposed subcontractors in its Proposal, and must identify a) the tasks they will perform, b) the percentage of the work to be performed by each subcontractor, c) their qualifications to perform the work, and d) the reason the tasks are to be subcontracted.

2.2.4 Joint Venture

If the Proposer is a Joint Venture, the Proposer shall include a copy of any written contract or agreement, which exists between the entities forming the joint venture in the Appendix.

2.2.5 Personnel and Operations Policies

A statement of the Proposer's personnel and operations policies relative to:

(a) Classifications of personnel normally billed directly to client including wage ranges (or rates) by discipline. If rates by discipline are used for billing purposes, provide an explanation as to the basis by which the rates are established.

(b) Expenses normally billed directly to the client such as per diem rates, mileage rates, computer, reproduction and communication charges.

(c) Current overhead rate (if billings are made on a cost basis) including its components and identification of the most recently performed external and annual audit report.

(d) If the Proposer utilizes an option in addition to, or other than, an hourly fee structure, Proposer shall note what personnel or operations policies will not be affected by the alternative fee structure (such as mileage rates, reproductions costs, etc.)

2.3 Experience Record

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the “Experience Record” section of its Proposal.

Proposer shall provide complete, concise and accurate descriptions of the Proposer's and its subcontractors experience in providing services similar to those as outlined in Section 4 of this RFP, the Scope of Services.

Particular emphasis should be placed on those projects and services performed by Proposer's and its proposed subcontractors' offices, employees and staff to be assigned to the Project. The Proposer's actual role on the identified projects, or in performing the services, shall be clearly described. The Proposer's and its proposed subcontractors' qualifications and ability to perform all identified Contract Services should be clearly discussed.

The Experience Record should include three (3) references of relevant work directly applicable to the Contract Services, and should be contract specific and include the following:

(a) Contact name, contract title, address, telephone number and e-mail address of the client's project manager or contracting officer;

(b) The status of the contract or services and of the Proposer's or its proposed subcontractors' work on the contract or services;

(c) The Proposer's and its proposed subcontractors' specific involvement in the contract or services;

(d) The Proposer's or its proposed subcontractors' project manager and staff on the identified projects that will be used, by Proposer or its proposed subcontractors, to support or perform the Contract Services; and

(e) The contract value of the identified projects and the Proposer's or its proposed subcontractors' percentage of the work for the projects.

Authority may contact any or all firms listed in Section 2.3 regarding the quality of work, timeliness of work and general overall services provided by Proposer. Authority furthermore reserves the right to contact other clients of Proposer not listed in the Proposal for additional information on the Proposer's past experience and performance.

If the Proposer is a joint venture, furnish the above information for each entity forming the joint venture and specifically note any contract previously worked on by each entity forming the joint venture as a team, providing client references and telephone numbers.

2.4 Project Work Plan

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Project Work Plan" section of its Proposal.

2.4.1 Methodology

Proposer shall identify its plan and methodology for the performance of the tasks identified under Section 4. The Work Plan should include a detailed description of the methodology for accomplishing required work tasks and their interrelationships. Any substantive and/or procedural innovations used by the Proposer on similar projects that are applicable or can be tailored to the Contract Services should also be identified.

The work tasks to be wholly or partially performed by subcontractors, particularly DBE/DB subcontractors, should be identified in the Work Plan.

If the Proposer is a joint venture, please describe the work tasks to be performed by each firm.

2.4.2 Flow Chart

This Work Plan shall include a flow chart which explains the sequencing and interrelationships of the work tasks graphically for all work tasks on the Project. The Work Plan flow chart shall be keyed to time and the work tasks outlined in Section 4.

2.5 Project Organization and Management Plan

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Project Organization and Management Plan" section of its Proposal.

2.5.1 Description of Organization and Management Plan

A detailed description of the Proposer's Organization and Management Plan which shall be established to perform the Contract Services as outlined in the RFP. The Organization and Management Plan shall clearly identify the Proposer's proposed Project Manager and key personnel associated with each work task and for the entire period covered by the Agreement. The plan shall also describe the involvement of proposed DBE/DB firms and all other subcontractors in the Project.

If the Proposer is a joint venture, the company or firm affiliation of each staff member must be identified.

2.5.2 Project Organizational Chart/Resumes

A Project Organizational Chart shall be furnished which graphically depicts the above Project Organization and Management Plan. The proposed Project Manager and all other key personnel identified for this Project shall be identified on the Project Organizational Chart and further on an individual Staff Résumé form, a copy of which follows as **EXHIBIT 5** (identifies minimum information required on Staff Résumé for each proposed individual). Each Staff Résumé form shall be complete, concise and accurate, featuring all relevant job experience over the past 10 years. The Proposer may provide more than one Résumé per page in its Proposal. *The Proposer shall include the required Résumés in this section in the Appendix.* Résumés shall not exceed a total of 20 pages.

2.5.3 Key Personnel Guarantee

A Key Personnel guarantee letter signed by the Proposer's President, Chief Executive Officer or Chief Operations Officer guaranteeing that the Project Manager and key personnel identified for this Project shall be assigned to this work, throughout the term of the Agreement, unless their employment is terminated.

If applicable, a Key Personnel guarantee letter signed by the Subcontractor's President, Chief Executive Officer or Chief Operations Officer guaranteeing that the key personnel identified for this Project shall be assigned to this work, throughout the term of the Agreement, unless their employment is terminated.

Proposer and its subcontractor(s) shall identify the key personnel by name and proposed position for this Project in its key personnel guarantee letter. *Proposer shall include the required key personnel guarantee letter(s) requested in this section in the Appendix.*

2.5.4 Certification/License Requirements

Proposer shall include copies of Insurance licenses of all brokers, claims advocates, and account executive(s) working under the Agreement.

2.6 Summary of Costs

This section shall contain the following information, unless otherwise specifically noted.

Proposer shall include the required information in this section in the "Summary of Costs" section of its Proposal. The Summary of Costs shall be furnished utilizing the sample form which follows as **EXHIBIT 6**. The Summary of Costs for the Contract Services shall be based upon the estimated levels of effort for various staffing levels to perform the tasks set forth in Section 4.2 of the Scope of Services. A separate Summary of Costs is required for each subcontractor.

If the Proposer is a joint venture, a separate partial Summary of Costs shall be furnished for each entity of the joint venture, as well as the composite Summary of Costs for the joint venture. This partial summary will identify only those labor and expense costs for each entity of the joint venture.

Payments made by Authority to Contractor in the Summary of Costs shall be made in quarterly payments after the services are completed.

2.7 Appendix

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Appendix" section of its Proposal.

2.7.1 Financial Information

The Proposer will be required to present, in sufficient detail to Authority, financial records for Authority to review the financial condition of the Proposer, in order for Proposer to be considered eligible for award of the Agreement with Authority for the required services. Any financial information presented shall be prepared in accordance with United States Generally Accepted Accounting Principles (G.A.A.P.).

If the Proposer is a publicly-held firm, the financial information of the Proposer shall be included in its Proposal (separate statements for each entity forming a joint venture).

If the Proposer is a privately-held firm, the Proposer may either provide its financial records with its Proposal (separate statements for each entity forming a joint venture), or it may defer making such financial records available for inspection by Authority until after Authority has informed the Proposer that it has been short-listed for consideration for award of an Agreement.

2.7.1.1 Financial Statements

For either publicly-held or privately-held firms, the financial information to be provided shall include, if available:

(a) Independently Audited Financial Statements

Independently audited financial statement (either a certified audit or review) that includes a balance sheet, statement of income and expenses

(profit and loss), and statement of cash flows for the two most recently completed financial years, including notes to the statements;

For privately held companies, if independently audited financial statements are not available, then

(b) Financial Statements Not Independently Audited

If not independently audited, then either:

(i) a compilation of financial statements performed by an independent accountant that includes a balance sheet, statement of income and expenses (profit and loss), and statement of cash flows for the two most recently completed financial years. If such statements are not available, then:

(ii) an internally prepared financial statement, including a balance sheet and statement of income and expenses (profit and loss) for the two most recently completed financial years, certified as true and correct by the president and chief financial officer of the Proposer, in either case, to include credit references or other financial documentation as may be required in order to portray the financial soundness of the Proposer to Authority's satisfaction.

In addition, the Proposer must certify in writing that there have been no material changes in the company's financial condition or events that could have a material impact on the company's financial condition subsequent to the last audit or date of reporting period on the financial statements. Any such changes in financial condition or subsequent events must be fully disclosed in writing and signed by the president and chief financial officer.

2.7.1.2 Exceptions for Privately-Held Firms

(a) For a privately-held firm which elects to not include its financial records with its Proposal, such Proposer will be required to submit financial records as specified above, within three business days of being requested to do so by Authority.

(b) In the event that the Proposer does not have any cash flow documentation for preceding years of operation, Authority will accept current bank references (including a bank contact name and contact details) in lieu of a cash flow statement.

(c) In cases where independently audited financial statements are not presented, then signed copies of the Proposer's Federal Income Tax filings, including all applicable schedules pertinent to the Proposer's filing return, are required to be submitted along with the compilation or internally prepared statements.

2.7.2 Certification of Proposer Regarding Debarment

The "Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters" or the "Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions", whichever is appropriate, for the Proposer (**EXHIBIT**

2). A Proposal which does not include the required Certification may be considered non-responsive and ineligible for award of the Agreement.

2.7.3 Certification Regarding Lobbying

The "Certification Regarding Lobbying" (**EXHIBIT 3**), and a Disclosure Form, if required, for proposal exceeding $100,000. A Proposal which does not include the required Certification may be considered non-responsive and ineligible for award of the Agreement.

2.7.4 Proposer/Subcontractor Data Form

Proposer/Subcontractor Data Form "Proposer/Subcontractor Data Form" (**EXHIBIT 4**) for Proposer and all its subcontractors.

2.7.5 Resumes

See Section 2.5.2 of the RFP.

2.7.6 Key Personnel Guarantee

See Section 2.5.3 of the RFP.

2.7.7 Affirmative Action and Equal Opportunity Policy

The Proposer's corporate Affirmative Action and Equal Opportunity policy statement posting, when required by law. **The posting shall be signed and dated and shall also state the original date of adoption of this policy statement.**

2.7.8 Insurance Requirements

A statement that includes the following*: "The insurance coverage, as required by **Exhibit 1** of the sample Agreement, can be obtained and will be carried without reservation or exclusion should (Name of Proposer) be awarded an agreement according to the RFP".*

2.7.9 Joint Venture Requirements

If the Proposer is a joint venture, the Proposer shall include a written statement explaining how the joint venture will fulfill the requirements of the Agreement which explanation shall fully discuss and identify the responsibility of each entity forming the joint venture for performing the Contract Services and providing the insurance required by the Agreement.

3.0 Proposal Selection Process

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitively negotiated procurement whereby proposals are evaluated to determine which Proposal, if any, is most advantageous to Authority. Discussions and negotiations may then be carried out with Proposers determined to be reasonably susceptible of being selected for award of the Agreement after which BAFOs may be requested. Authority, however, may select a Proposal for award without any discussions or negotiations or request for any BAFOs. Subject to Authority's right to reject and or all Proposals, the Proposer, if any, will be selected whose Proposal is found to be most advantageous to Authority, based upon consideration of the criteria discussed below.

3.1 Evaluation Committee

Authority will establish an Evaluation Committee for the RFP. The Evaluation Committee will initially determine the responsiveness of each Proposal, evaluate all Proposals, determine the responsibility of each Proposer, score the Proposals, conduct meetings and assist in selecting the Proposer, if any, that may be awarded the Agreement.

3.2 Proposal Evaluation Criteria

The following is the criteria by which Proposals from responsible Proposers will be reviewed and evaluated for purposes of determining which is most advantageous for Authority and to make any selection of a Proposal for potential award of the Agreement. Any exceptions, conditions, reservations or understanding explicitly, fully and separately stated as a Proposal deviation and which does not cause Authority to reject a Proposal will be evaluated according to the evaluation criteria and/or sub criteria which they affect. The criteria to be used in reviewing and evaluating the Proposals and used to establish a score for the Proposals is as follows:

(1) **DBE/DB Utilization:** Each Proposal will be evaluated based upon the proposed use of DBE/DBs by the Proposer.

(2) **Experience Record and References**: The following, as well as the other information identified in Subsection 2.3 to be supplied by the Proposer will be used to evaluate each Proposer's experience and qualifications to perform the Contract Services.

   (a) Sufficient financial strength and resources to finance the Contract Services and complete the Agreement in a satisfactory and timely manner as measured by the Proposer's supplied financial statement.

   (b) Evidence that the Proposer has human and physical resources sufficient to perform the Agreement within the time specified.

   (c) Evidence of a satisfactory experience, performance and integrity on similar contracts and meeting specifications and warranty provisions.

   (d) Evidence of sufficient capabilities to perform the Agreement which will include the Proposer's size, the Proposer's commitment to further work of this nature, and the Proposer's ability to bring adequate people to staff the Agreement.

(3) **Project Organization/Management Plan:** The Proposal will be evaluated based on the experience and background of the proposed personnel as well as the other information identified in Section 2.5 to be supplied by the Proposer.

(4) **Project Work Plan:** The Proposal will be evaluated based on the Proposer's proposed approach to perform the Agreement, proposed schedule and proposed quality assurance and training plans and project team, as well as the other information identified in Section 2.4 to be supplied by the Proposer.

(5) **Summary of Costs:** The Proposal will be evaluated based on the information submitted as part of the Summary of Costs as identified in Section 2.6.

(6) **Project Manager:** The Proposal will be evaluated based on the experience and background of the proposed Project Manager(s) as well as the other information identified in Section 2.5 to be supplied by the Proposer.

(7) **Key Personnel Staff Resumes:** The Proposal will be evaluated based on the experience and background of the proposed personnel as well as the other information identified in Section 2.5 to be supplied by the Proposer.

The information submitted for each criterion will be scored on a scale of zero to ten. The score for the various criteria will then be multiplied by the weighted factors set forth for the criteria on the Proposal Evaluation Rating Sheet (**EXHIBIT 8**).

3.3 Evaluation Procedures

(1) Proposals will be reviewed for complete conformance with the instructions and requirements of the RFP. Proposals that do not comply with the referenced instructions and requirements and do not include the required information may be rejected as insufficient and will not be further considered. Authority reserves the right to request a Proposer to provide any missing information and make corrections. Submittal of a Proposal shall signify that the Proposer has accepted the whole of the Agreement, except such conditions, exceptions, reservations and understanding explicitly, fully and separately stated in the Proposal. Such conditions, exceptions, reservations or understanding which do not result in the rejection of a Proposal are subject to evaluation under the criteria set forth in Section 3.2.

(2) Authority will select for award, if any, the highest ranked Proposal from a responsible Proposer, qualified pursuant to the RFP, which does not render the procurement financially infeasible and is determined to be the most advantageous to Port Authority based upon consideration of the Proposal and the evaluation criteria set forth in Section 3.2.

(3) The following will be the steps for reviewing and evaluating the Proposals:

(a) Proposals will not be publicly opened. All Proposals and evaluations will be kept confidential throughout the evaluation, negotiation and selection process, until award, if any, of the Agreement.

(b) Proposals will be reviewed and evaluated by Authority's Evaluation Committee to determine the responsiveness of a Proposal to the requirements of the RFPs and the responsibility of a Proposer. Any Proposals found not to be responsible, will not be further considered for award of the Agreement. Final determination of the responsiveness of a Proposal will be made upon the basis of the Proposal. Final determination of a Proposer's responsibility will be made on the basis of the Proposal, any information submitted upon Authority's request, information submitted in a BAFO, information resulting from Authority's inquiry of Proposer's references and Authority's knowledge and investigation of the Proposer. Authority's determination in regard to the responsiveness of a Proposal and the responsibility of a Proposer shall be final and binding on the Proposers.

(c) Each Proposal from a responsible Proposer found to be in compliance with the RFP requirements will be evaluated in accordance with the criteria set forth in Section 3.2.

Each proposal will be examined by Authority's Evaluation Committee for compliance with the stated requirements in Section 2 and as outlined in the General Requirements (**EXHIBIT 7)**. The evaluation will be undertaken (Preliminary Rating) utilizing the Proposal Evaluation Rating Sheet (**EXHIBIT 8**).

(d) After the Preliminary Rating, the responsible Proposers whose Proposals are determined by Authority to still be reasonably susceptible of being selected for award of the Agreement may be requested by Authority to respond, in writing, to certain questions. Each such Proposer may also be invited for a private interview and discussion with Authority to discuss answers to written or oral questions, to assure responsiveness of its Proposal and to discuss its Proposal.

In the event that any such Proposal contains conditions, exceptions, reservations or understandings to any requirements of the Agreement, said conditions, exceptions, reservations or understandings may be discussed during these meetings. Authority, however, shall have the right to reject any and all conditions, exceptions, reservations and/or understandings. Any Proposer failing to do so may cause Authority to reject such Proposal.

(e) After any interviews have been completed, each responsible Proposer whose Proposal is determined to still be reasonably susceptible of being selected for award of the Agreement may be afforded the opportunity to amend its Proposal and make a BAFO. The request for BAFOs, if any, will include:

(i) Notice that all prior discussions and negotiations are to be included in the BAFO;

(ii) Notice of any changes to the RFP;

(iii) Notice that this is the opportunity for submission of a BAFO;

(iv) A common date and time for submission of written BAFOs;

(v) Notice that is any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications and withdrawals of Proposals provisions of the RFP; and

(vi) Notice that if a Proposer does not submit a BAFO, Authority may consider its Proposal non-responsive and ineligible for award of the Agreement.

Any modifications to the initial Proposal made by a Proposer in its BAFO shall be expressly modified in its BAFO. BAFOs will be evaluated by Authority according to the procedures, requirements and criteria set forth in Section 3.2 (Final Rating).

Authority will make the appropriate adjustments to the initial scores for each criteria which has been affected by any Proposal modifications made by the BAFOs. Authority will then choose for potential award of the Agreement, the Proposer, if any, whose Proposal Authority finds to be most advantageous to Authority based upon the evaluation criteria.

3.4 Finalization of Agreement

Authority will meet, as necessary, to finalize the proposed Agreement with the responsible Proposer which submits the Proposal which is determined to be most advantageous to Authority based upon the evaluation criteria. In the event that Authority cannot finalize a satisfactory Agreement with the highest rated responsible Proposer, discussions will be terminated with that Proposer and Authority may then proceed with meetings to finalize the proposed Agreement with the next highest rated Proposer. The above process may continue until a satisfactory contractual arrangement with a Proposer has been reached.

Also, a responsible Proposer may be requested to submit a copy of the Proposer's EEO Policy and Program and EEO-1 form for the current and previous year.

3.5 Contract Award

The proposed Agreement resulting from discussions described in Section 3.4 will be ultimately presented to the Chief Executive Officer of Authority for review and recommendation to Authority's Board for approval. Authority's staff is not empowered to enter into a contract without the formal authorization of Authority's Board.

3.6 Failure to Execute a Contract

Failure of the Proposer to whom the Agreement is awarded to promptly execute the Agreement shall be cause for cancellation of the award. The Proposer, by submitting a Proposal, agrees to, and shall, reimburse Authority for all damages arising from said default.

3.7 Acceptance / Rejection of Proposers

Authority reserves the right to reject any or all Proposals. Authority also reserves the right to make an award to a Proposer whose Proposal it judges to be most advantageous to Authority, without conducting any written or oral discussions with any Proposer or the solicitation of any BAFOs. Authority reserves the right to consider any specific Proposal which is conditional or not prepared in accordance with the instructions or requirements of this RFP to be non-responsive. Authority reserves the right to waive any defects, or minor informalities or irregularities in any Proposal which, in Authority's sole discretion, has not materially affected the Proposal.

3.8 Cancellation of Procurement

Authority reserves the right to cancel the procurement and not award the Agreement for any reason whatsoever, at any time, before the Agreement is fully executed and approved on behalf of Authority.

3.9 Authority Protest Procedures

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of the Agreement may file a protest with Authority. The procedures for submitting such protests are available at Authority's website at www.portauthority.org by following the links "Company Info & Projects", "Doing Business", "Procurement", "Purchasing Information," and "Bid Protest Procedures."

4.0 Scope of Services

The Project consists of furnishing Contract Services to perform the work specified herein.

4.1 Overview

The Contractor shall apply its skills, knowledge and expertise to support Authority's property and casualty risk management programs, including, but not limited to, the design and marketing of operational insurance coverages, evaluation of insurance proposals, placement of insurance coverages, claim advocacy, property engineering advocacy, and advising on insurance requirements for Authority and Authority's contractors and vendors. . All Contract Services will be authorized by Work Orders negotiated by Authority and the selected proposer (Contractor) and approved to proceed by Authority. Each Work Order will have a scope of work and an estimated not-to-exceed cost submitted to Authority for approval before any work will be done. The Contractor shall advise Authority if changes made to a Work Order scope of work will require additional time or funds. Otherwise, no additional payment for the original scope of work will be made.

4.2 Tasks

Contractor shall design and market such policies of insurance as may be required by Authority, including negotiating rates, coverages, as well as terms and conditions of the policies as are agreed upon by Authority. Contractor shall also perform any required administration of the Property and Casualty Risk Management Program, including, but not limited to, the following functions:

a) Assist in handling all correspondence and inquiries regarding the property and casualty risk management program.

b) Assist in establishing such policy limits, deductibles, terms and conditions as Authority determines to be in its best interest.

c) Assist Authority in collection and assembly of all necessary underwriting information including, but not limited to, statements of values, specifications, and underwriting data required for marketing such policies of insurance required by Authority.

d) Provide comparison of all insurance company quotes with sufficient detail of policy coverage terms, conditions, and exclusions.

e) Meet with Authority staff to discuss the marketing strategy for the renewing insurance policies at least 90 days prior to renewal. A renewal timeline shall be provided at the meeting with keys dates noted in the renewal process.

f) Market and place any additional insurance coverages required by Authority as they may arise during the term of the contract.

g) When necessary, Contractor shall personally visit Authority locations with Authority staff/vendor/contractor/insurance carrier regarding insurance matters.

h) Maintain and review all of Authority's insurance policies, certificates, applications, and schedules of values.

i) Prepare and deliver all binders, policies and certificates issued to others.

j) Advise, review, and prepare insurance specifications to be used in agreements and contracts.

k) Advise on Insurance Company ratings, as required.

l) Analyze all forms of insurance contracts including surety agreement forms.

m) Develop and implement specific programs to provide adequate surety bonding and insurance as required.

n) Provide Authority with such risk control services as are needed to effectively carry out Authority's property and casualty risk management program.

o) Establish and administer loss and claims management procedures pertaining to the property and casualty risk management services, and provide assistance in the preparation of losses and claims for their adjustment and their collection, including maintenance of all required files and follow up as necessary for subrogation recovery payment from insurers.

p) Evaluate all property and casualty experience, practices and procedures, and establish a periodic risk management review and recommendations report.

q) Prepare an Activities Report at Authority's request.

r) Prepare a Client Advocacy Report, which shall include the Contractor's past year activities, future plans, and goals for cost reduction and program enhancement at Authority's request.

s) Provide insurance and risk management consultation for projects, contracts, or specific issues upon request from Authority.

t) Coordinate any necessary boiler and machinery or consultative services.

u) Assistance in compliance with mandated regulatory statutes or laws.

v) Present policy quotations and broker recommendations at least 3 weeks prior to policy expiration date.

w) Direct responses from specific people for specific service requests are required in order to expedite a resolution.

x) Professional resources serving Authority shall include a dedicated lawyer assigned to the executive risk program.

y) The Contractor shall be responsible for making payment of all policy premiums directly to the carrier(s) on behalf of Port Authority. Prior to payment to the carrier(s) by Contractor, Port Authority will pay any invoice from Contractor in the amount necessary for Contractor to pay the policy premium. In no event will Port Authority make payments directly to the carrier(s).

z) Account Executive shall have a local Pittsburgh office.

aa) Contractor shall participate in an Open Items meeting/conference call every other week to discuss status of pending matters and actions to be taken to resolve the matters. Open Items meetings/calls shall occur more often at Authority's request.

bb) Assist Authority on preparation of an insurance budget for policy premiums occurring in each fiscal year.

4.3 Background Information

The following background information is provided regarding Authority:

a) General Information and Statistics about Port Authority (**EXHIBIT 9**).

b) General Approach to Insurance and Risk Management and Summary of Insurance Coverages (**EXHIBIT 10**).

c) Additional Information about Facilities, Transit Infrastructure and Non-Revenue Vehicles (**EXHIBIT 11**)

4.4 Commissions, Brokerage Fees and Transparency

Where possible, all insurance obtained for Authority shall be acquired net of commissions and other brokerage fees. Where this is not possible, actual commissions and brokerage fees shall be clearly identified, and provision reflecting the same shall be made in an appropriate deduction from the fixed fee to be paid to the broker.

In addition, Authority requires that the Contractor provide, in writing, with each insurance transaction performed on behalf of Authority, a Transparency Disclosure Statement. Such Statement shall enumerate complete and accurate information about the insurance transaction, including Contractor's compensation, as well as the market approach and any business relationships that may exist between Contractor and any potential insurers.

EXHIBIT 1: Sample Agreement

EXHIBIT 2: Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters" or the "Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions"

EXHIBIT 3: Certificate Regarding Lobbying Form

EXHIBIT 4: Proposer/Subcontractor Data Form

EXHIBIT 5: Staff Resume Form

EXHIBIT 6: Summary of Costs

EXHIBIT 7: General Requirements

EXHIBIT 8: Proposal Evaluation Rating Sheet

EXHIBIT 9: General Information and Statistics about Port Authority

EXHIBIT 10: Port Authority of Allegheny County General Approach to Insurance and Risk Management

EXHIBIT 11: Additional Information About Port Authority Facilities, Transit, Infrastructure and Non-Revenue Vehicles and Equipment

EXHIBIT 12: Ebusiness Submitting a Proposal