Pittsburgh Regional Transit

PORT AUTHORITY OF ALLEGHENY COUNTY

d/b/a

PITTSBURGH REGIONAL TRANSIT

REQUEST FOR PROPOSALS

for

INVESTIGATIVE SERVICES

RFP NO. 26-06

Vendor Sourcing Category: PROFESSIONAL SERVICES

Vendor Sourcing Sub-Category:

PSWCI – Pro Workers Comp Investigation

JANUARY 2026

Pittsburgh Regional Transit
345 Sixth Avenue, Third Floor
Pittsburgh, Pennsylvania 15222-2527
Main Phone Number: (412) 566-5500

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1.0 General Information

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) 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, 80 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), PRT is one of the largest and most diversified public transit agencies in the United States.

PRT 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. PRT operates its light rail transit service, known as "the T", on a 26-mile rail system.

In addition, PRT 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 PRT facilities, properties, Park and Ride lots and rights-of-way.

1.1 Introduction

PRT is committed to providing a quality benefits program for its employees. In an effort to ensure the financial burden on the public and PRT is minimized, PRT must conduct investigations to ensure that benefits are paid when appropriate, and otherwise denied and proceed with legal action, when appropriate. One aspect of the benefits program involves the substantiation and verification of injuries and/or disabilities. Occasionally, PRT needs assistance of external investigative services to complement this process.

The investigative services will be utilized for substantiation and verification of work-related and non-occupational injuries and illnesses, liability claims and other employment matters (Contract Services). The amount of time and type of services vary and are claim-specific.

A. **Workers' Compensation Services**

PRT's Claims Department administers the workers' compensation program in compliance with the Pennsylvania Workers' Compensation Act, regulations and current case law. PRT is self-insured and self-administered with respect to its workers' compensation program.

B. **Non-Occupational Services**

Non-occupational services may include, but are not limited to, verification of injuries or illnesses for PRT's short-term disability, FMLA, sick leave or other disability benefits, liability claims and other employment-related surveillance.

PRT is requesting proposals from qualified, bonded companies to aid and support PRT in its investigations. The assistance and support are to supplement the internal investigation process. PRT intends to enter into agreements with a pool of up to five firms that can be called upon on an as-needed basis. While it is currently PRT's intention to enter into an agreement with a pool of up to five firms, this number may be adjusted up or down, at PRT's sole discretion, based upon the number of proposals received and PRT's evaluation of same in relation to its investigative service needs. The required services will be issued on a work order basis as they are approved to proceed by PRT. The Agreements will be for a three-year period with the option to extend the Agreements up to an additional two one-year periods at the sole discretion of PRT.

FOR YOUR INFORMATION: PRT has introduced "ebusiness" at its website, http://ebusiness.ridePRT.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 PRT 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 PRT, in writing, to the RFP.

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

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

Contractor/Vendor: These two terms may be used as one in the same and represent the: Proposer selected by PRT 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.

Ebusiness: means utilization of PRT's web technology to transmit between PRT 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.ridePRT.org

Evaluation Committee: PRT'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 PRT to Contractor directing the Contractor to proceed with the Work.

Project: means the PRT 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 PRT's programs and contracts, and who will have overall responsibility for participating in, overseeing the strategy for, and performing the analysis of, PRT's programs, plans, contracts and negotiations. The Project Manager will be PRT's direct contact, within the Contractor, regarding the performance of the Contract Services.

Proposal: means a 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 PRT, in response to the RFP, seeking to be selected as the Contractor.

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

Responsible: Having integrity and reliability as well as the financial and technical capacity to perform the Services.

Responsive: means the Proposal fully conforms in all respects to the RFP and the requirements of the scope of services.

RFP: means the solicitation document for the procurement of Request for Proposal Number 26-06.

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.

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 PRT 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 PRT. 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 PRT.

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 Procurement Department at or before the time for submission of proposals set forth in the Advertisement. Proposals received or time stamped by a representative of the Procurement 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 PRT 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.

PRT 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 PRT's sole option, disqualify the Proposal.

Proposers should contact PRT's Professional Services Contract Specialist, Mr. John Young at (412) 566-5216 or email jyoung@ridePRT.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 PRT, 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 PRT shall not be binding upon PRT. All questions relating to the RFP must be submitted as follows:

Via mail or fax:

Office of the Director of the Procurement Department
Pittsburgh Regional Transit
345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222-2527
Attention: John Young Professional Services Contract Specialist
Fax No.: (412) 566-5359
E-mail: jyoung@ridePRT.org

All such questions or communications and requests must be submitted by Proposers and received by PRT no later than ten (10) calendar days before the due date for Proposals. Questions received after that time may not receive any acknowledgement or response from PRT. 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 PRT 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 PRT.

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

PRT 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 PRT, 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 PRT. **PROPOSED DEVIATIONS MUST BE SET FORTH IN THE PROPOSAL AT THE**

TIME OF SUBMISSION IN ORDER TO RECEIVE CONSIDERATION. Any deviation found by PRT 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 PRT will be accepted by PRT 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 PRT 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 PRT by submitting, in the same manner as the original Proposal to PRT, 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 calendar days.

This provision may not be utilized by a Proposer as a means to submit a late Proposal and, as such, does not alter PRT'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 Reserved

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 PRT is subject to the Law. Subject to specific exemptions under the Law, PRT 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.

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 **(Proposer may be requested to submit 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 calendar 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 PRT 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 PRT pursuant to this RFP process contains any reference to material being confidential, proprietary or restricted, in any manner, this Letter of

Transmittal officially advises PRT and acknowledges that the stated limitations on such identified material are hereby rescinded and are null and void, to the extent that PRT 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 PRT's eBusiness system. Please refer **to Exhibit 8 – 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.

(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, Proposer's name, telephone, and email address.
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.

2.2 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.

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 Reserved

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 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 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 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 work on the contract or services;

(c) The Proposer's specific involvement in the contract or services;

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

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

PRT 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. PRT 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.

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

2.4.2 Additional Methodology Information

The Proposer shall identify in its Work Plan any of the following:

(a) Computer and other equipment that Proposer plans to use to perform the Contract Services;
(b) Community Resources used;
(c) Memberships in Group and/or Agency affiliations;
(d) Methods used to develop non-assisted leads;

(e) Progressive/creative approaches taken on resolving a complex case; and geographic areas Proposer can cover.

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.

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 4** (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.

Proposer 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.*

2.6 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(s) which follows as **EXHIBIT 5**. This Summary of Costs shall be keyed to the required Project work tasks.

The Summary of Costs must be developed as follows:

(1) Labor

List actual labor staff hours and cost, or the proposed hourly rate, for each individual or job classification.

(2) Expenses

The Proposer shall specifically identify any and all eligible expenses which Proposer anticipates invoicing directly to PRT such as, printing, communications, travel, subsistence, etc. The eligibility of expenses for reimbursement by PRT shall be governed by the Agreement and by applicable federal and state regulations. **No markup** is permitted on these expenses. Travel and subsistence reimbursements shall be consistent with PRT practices and shall not exceed those limits determined to be reasonable by PRT.

(3) Hourly Rates

Proposer shall identify each of the proposed individuals on the Project and the proposed hourly rate(s) for each individual by name or by category. The name of the firm and the proposed role of the individual on the Project should also be identified. If a fully burdened rate is proposed to be utilized, Proposer should note accordingly.

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 PRT, financial records for PRT to review the financial condition of the Proposer, in order for Proposer to be considered eligible for award of the Agreement with PRT 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 PRT until after PRT 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 PRT'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 PRT.

(b) In the event that the Proposer does not have any cash flow documentation for preceding years of operation, PRT 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 Reserved

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) 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".*

(b) **[Chief Investment Officer Services RFP]** *A statement that includes the following: "The fidelity bond coverage with (Name of Surety Company), 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 PRT. 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. PRT, however, may select a Proposal for award without any discussions or negotiations or request for any BAFOs. Subject to PRT's right to reject and or all Proposals, the Proposer, if any, will be selected whose Proposal is found to be most advantageous to PRT, based upon consideration of the criteria discussed below.

3.1 Evaluation Committee

PRT 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 PRT 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 PRT 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) **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.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

(6) **Key Investigators 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 7**).

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. PRT 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) PRT 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 PRT 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 PRT'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 PRT's request, information submitted in a BAFO, information resulting from PRT's inquiry of Proposer's references and PRT's knowledge and investigation of the Proposer. PRT'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 PRT's Evaluation Committee for compliance with the stated requirements in Section 2 and as outlined in the General Requirements (**EXHIBIT**

6). The evaluation will be undertaken (Preliminary Rating) utilizing the Proposal Evaluation Rating Sheet (**EXHIBIT 7**).

(d) After the Preliminary Rating, the responsible Proposers whose Proposals are determined by PRT to still be reasonably susceptible of being selected for award of the Agreement may be requested by PRT to respond, in writing, to certain questions. Each such Proposer may also be invited for a private interview and discussion with PRT 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. PRT, however, shall have the right to reject any and all conditions, exceptions, reservations and/or understandings. Any Proposer failing to do so may cause PRT 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, PRT 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 PRT according to the procedures, requirements and criteria set forth in Section 3.2 (Final Rating).

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

3.4 Finalization of Agreement

PRT 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 PRT based upon the evaluation criteria. In the event that PRT cannot finalize a satisfactory Agreement with the highest rated responsible Proposer, discussions will be terminated with that Proposer and PRT 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 PRT for review and recommendation to PRT's Board for approval. PRT's staff is not empowered to enter into a contract without the formal authorization of PRT'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 PRT for all damages arising from said default.

3.7 Acceptance / Rejection of Proposers

PRT reserves the right to reject any or all Proposals. PRT also reserves the right to make an award to a Proposer whose Proposal it judges to be most advantageous to PRT, without conducting any written or oral discussions with any Proposer or the solicitation of any BAFOs. PRT 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. PRT reserves the right to waive any defects, or minor informalities or irregularities in any Proposal which, in PRT's sole discretion, has not materially affected the Proposal.

3.8 Cancellation of Procurement

PRT 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 PRT.

3.9 PRT 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 PRT. The procedures for submitting such protests are available at PRT's website at www.ridePRT.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 provide investigation services as required by PRT in support of PRT's internal investigation processes. The majority of the investigative services will be conducted in Allegheny County and the surrounding counties. It is understood that this is a no-retainer relationship, and the Contractor will be paid on the basis of cases assigned by PRT through specific work authorization.

The majority of the investigative services will be to support PRT's workers' compensation program; however, investigative services may be required to support other PRT initiatives, such as the reduction of unexcused absenteeism and efforts by PRT to investigate potential benefits fraud.

4.2 Investigative Services/Requirements – Workers Compensation and FMLA

PRT's Workers Compensation Unit performs internal investigations into all workers' compensation claims reported by PRT employees. The PRT System Safety representative at each PRT work location is sent a copy of the Triage information reported by the injured employee. The claims adjuster then completes a phone interview with the injured employee, requests internal information from witnesses and PRT managers as needed and completes the initial claims evaluation.

The involvement of PRTs System Safety representative(s) in an investigation varies depending on how the injury occurred and how severe the injury. On-site observations are conducted to gather physical evidence, photos of the accident site, bus videos, and camera footage.

Police reports are requested and reviewed when applicable.

The Contractor shall perform outside investigative services as necessary in support of the PRT's needs for the Workers Compensation Department and the FMLA Department.

Investigative services for surveillance, provide professional observation and evidence gathering through methods like physical and electronic surveillance to document a subject's activities

- Background check – Ie. Neighborhood, credit, criminal, property records and licenses. Locate / interview witnesses.
- Physical surveillance – discreetly observe a subject in their daily activities, In public places, such as home, workplace, or other locations forward documentation through photos / videos.
- Electronic and Digital surveillance – gather information from electronic sources such as social media, recovering data from digital devices and other technology to observe online activity)
- Remote surveillance – hidden specialized cameras to conduct 24/7 monitoring a location without the need for an on-site investigator

4.3 Investigative Services/Requirements – Employment Department

In assistance of the Employment Department, the contractor shall be contacted to offer assistance in the process of hiring new employees. The Employment Department performs background checks on all new candidates which have been selected for employment. The contractor will be requested to perform the following tasks:

- PA State driver's license check
- Out of State Motor Vehicle violations check
- Pennsylvania criminal record check
- National and Federal criminal record checks
- Check of all work references

Contractor shall conduct itself in full compliance with all applicable laws and regulations and shall not violate any restrictions on investigative activities as set forth in such laws and regulations.

The Contractor must document all activities, including, but not limited to: type of services, date, time, and location of activities and investigator(s) conducting the activities/services. The minimum documentation needs will be determined by PRT and will be assignment specific. Documentation shall include a written report along with any additional supplemental documentation (i.e. video, photographs, records/documents obtained, etc.) In order to secure this supplemental material, Contractor will be required to utilize appropriate equipment. This shall include, as applicable the following:

- Information Technology programs and equipment to support all investigative services/ requirements.
- Quality Photographic/Video Equipment (i.e. Low light camera, high power lenses, still picture capabilities, etc.)
- Creative / Inventive undercover setups.
- Vehicles

The specific investigation assignment may require additional investigators. Contractor must receive prior approval from PRT to assign a second or third investigator to the same investigation assignment.

The Contractor shall maintain periodic contact with PRT's designated representative during the course of the investigation assignment. Contractor shall provide a verbal report to the designated PRT representative within 24 hours of the initial investigation and immediately following the closure of the assignment.

4.4 Procedure

PRT shall select a pool of no more than five Contractors to comprise the Investigative Services pool. Upon identifying the need of an investigation assignment, PRT shall select one or more of the Contractors in the Investigative Services pool. PRT will contact the Contractor(s) to discuss the specific case and determine potential investigative approaches that might be undertaken.

Based on these discussions, PRT shall select the Contractor or Contractors to perform the investigation services for the case.

For any workers compensation case assignments, PRT's Worker's Compensation Unit management will be the point of contact. For any FMLA case assignments, PRT's FMLA Manager will be the point of contact.

Contractor is to assign the case to an investigator within 24 hours of initial contact by PRT. Contractor and PRT will execute a Work Authorization prior to the initial investigation. PRT may require immediate investigation services and then the Work Authorization must be executed within 24 hours of initial investigation. PRT shall forward the Work Authorization to Contractor. Contractor is required to sign, date and return the Work Authorization prior to initial investigation unless otherwise pre-approved to begin investigation without executed Work Authorization. The initial investigation is not to exceed 16 hours. After the initial 16 hours, the Contractor must get prior approval to continue the investigation services. PRT intends to distribute the investigation assignments among the various Contractors to the extent possible, depending on the nature, location and other particulars of the case.

PRT's Project Manager will assign the non-workers' compensation investigation services. The PRT's Project Manager will contact the Contractor and provide a brief summary of the case and a designated PRT representative as the contact for the assignment. The invoice shall be sent to the Project Manager at the address indicated in the Agreement; however, the reports with supplemental material and periodic updates shall be forwarded to the designated PRT representative.

Contractor is required to notify PRT immediately if the investigation service is compromised. Notification shall include the specific details of how or why services are compromised. The Contractor should offer suggestions on how to proceed regarding the investigation or if the services should be discontinued.

The designated PRT representative will rate the investigation services for quality control. PRT will meet with any Contractor that falls below the acceptable level. If there is not an improvement in the Contractor performance in an established time frame, then the PRT will discontinue the use of the Contractor for investigative services.

4.5 Litigation Support

The Contractor shall, at the direction of the PRT's designated representative, deliver video tapes, photographs, reports, etc. to other individuals or locations, such as attorney offices, PRT locations, doctor's offices, rehabilitation facilities and/or other requested locations. The Contractor shall provide additional copies of the videotapes, photographs and supplemental material at PRT's request.

The Contractor shall assist PRT and its legal counsel in case strategy and/or preparation sessions. Contractor shall also provide expert testimony in support of PRT's investigation efforts on the behalf of PRT. The Contractor agrees to be available for expert testimony for a minimum of one year from the expiration of the contract with PRT and the cost will remain the same.

4.6 Billing Requirements

The Contractor shall provide PRT with a detailed invoice for services performed. An invoice shall be provided with the initial investigation report and with each subsequent periodic report. The invoice shall include, but is not limited to:

- Claimant
- PRT's designated contact
- Invoice Date and Invoice Number
- Date(s) of services
- Services performed with hourly or fixed rate
- Expenses (documentation required).

All expenses shall be itemized and a copy of the documents and/or receipts must accompany the invoice in order for expense charges to be reimbursed.

Mileage will be reimbursed at the current federal government standard mileage rate. Other travel expenses (i.e., lodging) shall be pre-authorized by PRT and shall be reimbursed at the current federal government per diem rate. If the Contractor does not have an office in Pittsburgh (Allegheny County), then mileage will be payable from PRT's Corporate Office located at 345 Sixth Avenue, Pittsburgh, PA 15222.

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: Staff Resume Form

EXHIBIT 5: Summary of Costs

EXHIBIT 6: General Requirements

EXHIBIT 7: Proposal Evaluation Rating Sheet

EXHIBIT 8: Ebusiness Submitting a Proposal