PORT AUTHORITY OF ALLEGHENY COUNTY

REQUEST FOR PROPOSALS

for a

Temporary Technical and Temporary Clerical Support Services

RFP NO. 19-04

Vendor Sourcing Category: PROFESSIONAL SERVICES

Vendor Sourcing Sub-Category:

PSTTC (Pro Temp Tech and Clerical)

AUGUST 2019

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

Table of Contents

1.0 General Information 5
1.1 Introduction 5
1.2 Definitions 6
1.3 Proposal Submission Schedule 8
1.4 RFP as Exclusive Basis for Proposal 8
1.5 Modifications, Deviations and Irregularities 10
1.6 Conditions, Exceptions, Reservations or Understandings 10
1.7 Modification or Withdrawal of Proposals 10
1.8 Form of Contract 11
1.9 Contractor Responsibility for Subcontractors 11
1.10 Adverse Interest Law 11
1.11 Pennsylvania's Right-to-Know Law 11
2.0 Proposal Requirements 11
2.1 General Requirements 11
2.1.1 Letter of Transmittal/Proposal Requirements 11
2.1.2 Diverse Business (DB) Subcontract Participation 13
2.2 Overview of Proposer 15
2.2.1 Description of Proposer 15
2.2.2 Agent 15
2.2.3 Contractor/Subcontractor Percentage of Work 15
2.2.4 Joint Venture 15
2.2.5 Personnel and Operations Policies 16
2.3 Experience Record 16
2.4 Project Work Plan 17
2.4.1 Methodology 17
2.5 Project Organization and Management Plan 18
2.5.1 Description of Organization and Management Plan 18
2.5.2 Project Organizational Chart/Resumes 18
2.5.3 Key Personnel Guarantee 19
2.6 Summary of Costs 19

2.7 Appendix 20
2.7.1 Financial Information 20
2.7.1.1 Financial Statements 20
2.7.1.2 Exceptions for Privately-Held Firms 21
2.7.2 Certification of Proposer Regarding Debarment 22
2.7.3 Proposer/Subcontractor Data Form 22
2.7.4 Resumes 22
2.7.5 Key Personnel Guarantee 22
2.7.6 Affirmative Action and Equal Opportunity Policy 22
2.7.7 Insurance Requirements 22
2.7.8 Joint Venture Requirements 22
3.0 Proposal Selection Process 23
3.1 Evaluation Committee 23
3.2 Proposal Evaluation Criteria 23
3.3 Evaluation Procedures 24
3.4 Finalization of Agreement 26
3.5 Contract Award 26
3.6 Failure to Execute a Contract 26
3.7 Acceptance / Rejection of Proposers 26
3.8 Cancellation of Procurement 27
3.9 Authority Protest Procedures 27
4.0 Scope of Services 28
4.1 Technical Area 28
4.2 Clerical Area 28
4.3 Application and Verification of Qualifications 29
4.4 Supervision and Discipline of Temporary Employees 29
4.5 Procedures for Acquiring Temporary Personnel 30
4.6 Payrolling Services 31
EXHIBIT 1: Sample Agreement 33
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" 33
EXHIBIT 3: Proposer/Subcontractor Data Form 33
EXHIBIT 4: Staff Resume Form 33

EXHIBIT 5: Summary of Costs 33
EXHIBIT 6: General Requirements 33
EXHIBIT 7: Proposal Evaluation Rating Sheet 33

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 for providing temporary technical and temporary clerical support services in the required discipline areas, which includes, but are not limited to, the following:

Technical:

- Technical Writing;
- Accounting/Auditing;
- Contracts/Purchasing;
- Workers' Compensation;
- Interviewing/Recruiting;
- Technical Training;
- Additional Technical Positions that require specific education, experience and/or certification.

Clerical:

- Secretarial;
- Administrative;
- Clerical;
- Receptionist;
- Customer Service Representative;
- Marketing Representative;
- Mail Courier;
- Additional Clerical Positions that require specific education, experience, and/or certification.

Authority intends to enter into agreements with a pool of up to five firms for each category listed above, that can be called upon on an as-needed basis to provide the Contract Services (Contract Services). While it is currently the Authority's intention to enter into agreements with a pool of five firms for each category, this number may be adjusted up or down, at Authority's sole discretion, based upon the number of proposals received and Authority's evaluation of same in relation to its temporary technical and temporary clerical support services needs in the above-identified categories. Proposals may be submitted for one or more of the identified temporary support areas. The Agreements will be for a three year period with the option to extend the term of the Agreement up to an additional two years at the sole discretion of Authority.

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 Americans with Disabilities Act 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 representatives.

Clerical: means general administrative and clerical resources which includes, but not limited to: Administrative Assistants, Clerks, and other non-technical administrative roles.

Contractor: 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.

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.

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 to the Contractor's personnel named whom has been identified and approved to function in a key capacity in managing the Contract Services as set forth in the Agreement.

Mark-up: means the percentage amount added to the Direct Pay Rate that determines the fixed bill rate. The mark-up covers all employment taxes, statutory costs, mandatory insurance, employee benefits, overhead, and profit.

NTP: means Notice to Proceed

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 19-04.

Service: means the Contract Services.

Subcontractor: means an entity having an arrangement with the Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under the Agreement with the Authority, while the Contractor retains full responsibility for the performance of all of its obligation under the Agreement, including payment to the subcontractor.

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.

Technical: means any position for which a technical certification, specific education, or experience is required.

Temporary Personnel: means temporary personnel to include are employees of a Staffing Agency and are not employees of the Authority. These positions include, but not limited to: General, Technical, and Professional disciplines provided on an "as needed" basis to perform 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.

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.

Hard copy proposals 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 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 an individual

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 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 sboadus@portauthority.org.

Proposers should contact Authority's Professional Services Associate 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, 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
Port Authority of Allegheny County
345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222-2527
Attention: Fred Buckner, Professional Services Associate Contract Specialist
Fax No.: (412) 566-5359
E-mail: fbuckner@portauthority.org

Or via ebusiness for this RFP event.

All such questions or communications and requests must be submitted by Proposers and received by Authority no later than 10 days before the due date for Proposals. Questions received after that time may not receive any 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, joint venture or other entity able to meet the requirements of the RFP is invited to respond 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 an individual 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 an individual 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 to reject a Proposal.

1.8 Form of Contract

The sample Agreement, which will be used 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. 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. (Law), and Authority is subject to this 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.

2.0 Proposal Requirements

2.1 General Requirements

2.1.1 Letter of Transmittal/Proposal Requirements

Proposals should be submitted with two major components:

(1) **Letter of Transmittal**: One original separate from the bound proposals and a copy bound in each copy of the proposal. This Letter of Transmittal shall be no greater than two 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 individual(s) with authority to bind the

Proposer in contractual matters. The Letter of Transmittal shall be signed by such 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. 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."

(g) Statement identifying which service Proposer is proposing on: (1) Temporary Technical, and/or (2) Temporary Clerical.

(2) **Proposal Requirements**: The Proposal should be a comprehensive, accurate and effective presentation. The Proposal should be in a ring binder or spiral bound along the left long side, without unnecessary frills, fancy bindings or other decorative or extraneous materials. Attachments such as brochures, promotional literature, etc., shall not be included.

(a) One original of the Proposal hand signed and **8** hard copies of the Proposal shall be submitted.

(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 if the Proposer is proposing on a single category. If the Proposer is proposing on more than one of the categories, 10 additional pages shall be allowed in the proposal for each additional category being proposed on. Proposer shall clearly segregate information pertaining to each of the categories on which Proposer is proposing.

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" paper with fold-outs from this as may be required.

(f) The Proposal shall be organized in the following fashion using tabs as numbered separators for each section for the hard copy and, if applicable, identifying page separators for each section for the electronic copy:

Cover: Containing RFP title and Proposer's name.

Letter of Transmittal: Copy of 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 Diverse Business (DB) Subcontract Participation

DB's 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 Proposer agrees:

(1) To make a good faith effort to ensure that DBs have the maximum opportunity to participate in the performance of the Agreement. In this regard, the Proposer shall take all necessary and reasonable steps to ensure that DBs have the maximum opportunity to compete for and perform work for the Contract. The Proposer shall not discriminate on the basis of race, color, creed, age, disability, religion, sex, age or national origin in the award and performance of subcontracts under the Agreement.

(2) Failure of the Proposer to carry out the above requirements shall cause the Proposer to be non-responsive and ineligible for award. 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.

The Proposer shall submit with its Proposal, the following:

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

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

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

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 participation, the Proposer shall submit the following information to Authority when requested:

a) The names, addresses and telephone numbers of DBs that were contacted;

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

c) A statement of why additional agreements with DBs were not reached.

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

(4) The Contractor shall make a good faith effort to provide DB 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 participation, if work, which the Contractor

originally intended to have performed by a DB, 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. The purpose of the meeting is to consider whether the DB 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 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.

If Proposer is proposing on multiple categories, it shall clearly segregate information pertaining to each of the categories on which it is proposing.

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) Reserved

(b) Reserved

(c) Reserved

(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. Proposers must have a **minimum of five years' experience** in providing these services to firms of similar size and structure to Authority.

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 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.

If Proposer is proposing on both categories, it shall clearly segregate information pertaining to each of the categories on which it is proposing**.** .

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 Proposer's Work Plan should identify the following:

(a) The average number of qualified candidates for each discipline who are available for referral to Authority.

(b) The type of database utilized to track availability of qualified candidates.

(c) The schedule for maintaining/updating the database.

(d) Recruitment procedures used to ensure general availability of qualified candidates.

(e) Specialized recruitment procedures or other resources used to recruit candidates when the database lacks appropriate candidates.

(f) Procedures used to recruit candidates on an urgent or emergency basis.

The work tasks to be wholly or partially performed by subcontractors, particularly DB subcontractors, should be identified in the Work Plan. Proposer must also identify the category(s) for which each proposed DB firm(s) and all other subcontractors would be used.

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

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 DB firms and all other subcontractors in the Project.

If Proposer is proposing on multiple categories, it shall clearly segregate information pertaining to each of the categories on which it is proposing. Proposer must also identify the category(s) for which each proposed DB firm(s) and all other subcontractors would be used.

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).

The 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 Staff Résumé per page in its Proposal. Résumés shall not exceed a total of 20 pages. If the Proposer is proposing on more than one of the categories, 5 additional resumes shall be allowed in the proposal for each additional category being proposed on. Proposer shall clearly segregate information pertaining to each of the categories on which Proposer is

proposing. . *The Proposer shall include the required Résumés in this section in the Appendix.*

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.*

2.6 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 forms which follow as **EXHIBIT 5**. This Summary of Costs shall be keyed to the labor classifications that may be required to support Project work tasks. A separate Summary of Costs shall be provided for each area of temporary service on which a proposal is submitted. Work to be wholly or partially performed by subcontractors should be so identified. A separate Summary of Costs is required for all subcontractors. The Summary of Costs must be developed as follows:

(1) Labor

List minimum and maximum hourly labor rates for each job classification.

(2) Markup Rate

A fixed rate which includes all payroll burdened elements of cost and fringes, general and administrative expenses and profit as proposed under this proposal. If the proposed Markup Rate is in excess of 30% of the hourly labor rates, Proposer shall provide documentation to demonstrate that such rate is fair and reasonable and consistent with industry practices. Proposer shall identify all components of its Markup Rate, including but not limited to, those components requested on **EXHIBIT 5**.

Contractor will be solely responsible for all coverage required pursuant to the Affordable Care Act for temporary technical and temporary clerical personnel provided by Contractor and utilized by Authority. Coverage must be "affordable" and meet "minimal value" in accordance with the Affordable Care Act. Costs of fringe benefits for such required coverage will be submitted as a component of the eligible costs.

In addition to an hourly rate structure, Proposers are encouraged to propose alternate fee structures that will be cost effective to Authority. Alternate billing arrangements may be offered as options for any and all categories of the Contract Services.

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.

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) If Proposer is not willing to permit copies of such financial records to be retained by Authority, the Proposer will be required to attend a meeting, to be scheduled at the convenience of Authority, to enable Authority to review said financial records. Proposer agrees that Authority may document, for Authority records, its review and assessment of Proposer's financial condition and such financial records, including, without limitation, taking notes about data contained in the financial records relative to Authority's review.

(c) 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.

(d) 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 Proposer/Subcontractor Data Form

Proposer/Subcontractor Data Form "Proposer/Subcontractor Data Form" (**EXHIBIT 3**) for Proposer and all its subcontractors.

2.7.4 Resumes

See Section 2.5.2 of the RFP.

2.7.5 Key Personnel Guarantee

See Section 2.5.3 of the RFP.

2.7.6 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.**

2.7.7 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".*

2.7.8 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) **DB Utilization:** Each Proposal will be evaluated based upon the proposed use of 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) **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 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. 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.

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

(e) 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.

(f) 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

Authority wishes to retain the services of Contractor to provide temporary technical and temporary clerical personnel on an as-needed basis in the support of Authority projects. The Contractor shall provide Authority with qualified candidates who possess the required training, education, experience and licenses to perform the required services.

4.1 Technical Area

The disciplines that may be required by Authority in the technical area include, but are not limited to, the following:

- Technical Writing
- Accounting/Auditing
- Contracts/Purchasing
- Workers' Compensation
- Interviewing/Recruiting
- Technical Training
- Additional Technical Positions that require specific education, experience and/or certification

4.2 Clerical Area

The disciplines that may be required by Authority in the clerical area include, but are not limited to, the following:

- Secretarial
- Administrative
- Clerical
- Receptionist
- Customer Service Representative
- Marketing Representative
- Mail Courier
- Additional Clerical Positions that require specific education, experience and/or certification.

The skills that may be required by Authority in the clerical area include, but are not limited to, the following:

- Typing (at a specified speed and accuracy rate)
- Filing
- Answering phones
- Reception
- Personal computer application (utilizing specific software)

- Word processing (utilizing specific software)
- Organization
- Good oral/written communication
- Shorthand
- Accounting
- Knowledge of legal terminology

4.3 Application and Verification of Qualifications

Contractor acknowledges that Authority, as a public and corporate entity, has a duty of care to taxpayers and grantors with respect to the expenditure of public funds. Authority expects, and Contractor agrees to perform, criminal record check, motor vehicle check (if applicable), verification of education, verification of employment experience, history or expertise of the Contractor's employees in a manner consistent with applicable law and the Agreement, and as deemed necessary by Authority to protect the trust, safety and security of the public and agents and employees of Authority.

Contractor shall submit to Authority a list of the criteria and evaluation and screening tools used for hiring its employees for temporary assignments, including a copy of the standard application form, a statement of the reference methods used and a summary or description of testing tools used for employment or evaluation. Any changes in these tools must be submitted to Authority. Authority maintains discretion to suggest supplemental tools or tests for any position.

4.4 Supervision and Discipline of Temporary Employees

Authority's direction of the temporary employee shall be in a manner consistent with the rules and regulations of the Contractor and applicable law. The Contractor shall provide Authority with procedures used to supervise its employees. Said procedures may include: reporting forms for hours worked, duties performed, on-site or telephonic review by Contractor of its employees and such other supervision as may be needed to ensure satisfactory performance by the Contractor's employees.

Notwithstanding any provisions of the Agreement regarding the supervision of a temporary employee by the Contractor, Authority maintains the right to order the immediate departure of a temporary employee from Authority property due to breach of the peace by the temporary employee, public safety hazard or additional conditions as specified by the Contractor. Said order shall be communicated to the Contractor as soon as possible for corrective action by the Contractor.

The terms and conditions of use of Contractor's employees shall be agreed upon as to each and every engagement, subject to promulgation by Authority of a general statement as to conditions for temporary employees. Contractor agrees to communicate to its employee said terms and conditions and to have its employee

adhere to said terms and conditions. These conditions may include, but are not limited to:

- Hours of engagement;
- Reporting location;
- Identification of contact personnel of Authority;
- Identification of person distributing assignments;
- Rules and regulations regarding use of equipment;
- Telephones and facilities;
- Work demeanor;
- Dress code.

Unless otherwise provided, employees of the Contractor may not supervise or manage the employees of Authority. Notwithstanding this condition, Authority maintains the right to inform temporary employees of administrative and other policies with respect to internal operating procedures in order to protect and maintain management rights within Authority and conform with applicable law. Violation of said procedures by Contractor's employees shall be communicated to the temporary employee's Contractor for corrective action.

4.5 Procedures for Acquiring Temporary Personnel

Upon written or verbal notification by Authority's designated representative of its need for temporary personnel, Contractor shall, within 24 hours from notification by Authority, submit to Authority a resume or application of qualified candidates meeting the job requirements specified by Authority in its notice, for consideration and possible interview and approval by Authority.

Authority requires certain information about candidates of the Contractor for the temporary position in order to permit Authority to make a determination that the candidate meets the requirements for the requested position. No information, except for the following, shall be transmitted to Authority to enable Authority to make this determination: test scores, experience, education and licensing. Once the candidate is accepted by Authority, Contractor shall transmit to Authority the candidates' criminal record check and motor vehicle check (if applicable).

Authority shall have sole discretion to either approve or disapprove any candidate submitted to Authority by Contractor. Authority approval or disapproval of candidates submitted by Contractor will be based on Authority's assessment of the qualifications of the candidate and on Authority's needs and requirements.

If the number of candidates meeting Authority's qualification requirements provided by Contractor is not sufficient to meet Authority needs, Authority shall so notify Contractor and Contractor shall within two working days of such notification provide at least two additional candidates in the required discipline to Authority for further review and selection by Authority.

If, following the above procedures, the Contractor remains unable to provide a candidate which Authority determines to be qualified, Authority may elect to pursue further candidates through the Contractor, or Authority may choose to engage a qualified candidate through another resource or contractor, at Authority's sole discretion. Contractor will at all times utilize best efforts to secure qualified candidates that meet or exceed Authority criteria.

The Authority shall notify the Contractor via an email confirming the acceptance of the candidate and provide pertinent details of the assignment.

Temporary personnel selected on a temporary basis by Authority will remain employees of the Contractor.

Contractor agrees it is responsible for, and assumes the associated liabilities with, providing the following services and benefits for Contractor's employees:

1. Placing the individual(s) Authority designates on the Contractor's payroll;
2. Issuing paychecks;
3. Paying all federal and state payroll taxes;
4. Filing all tax reports and W2 forms;
5. Processing all unemployment claims and reports;
6. Providing Workers' Compensation insurance coverage;
7. Making benefits available to the individual(s) Authority designates including, but not limited to, medical coverage, vacation and sick leave;
8. Assuring compliance with all federal and state employment regulations.

Contractor shall pass on to Authority the cost savings associated with the designated individual(s) reaching the earning levels at which no additional state and/or federal unemployment taxes are withheld. Contractor shall also provide complete and timely payroll statistics.

At the completion of each work week, an authorized representative of Authority will approve the time worked by each of the temporary personnel performing Authority work, by signing the personnel time sheet supplied by Contractor to Authority. These signed sheets shall accompany each invoice submitted to Authority for payment.

4.6 Payrolling Services

Authority may require the performance of professional payrolling management services on a temporary as-needed basis for Authority projects. This would relate to individuals identified by Authority that are not currently part of Contractor's labor pool. All services required under Section 4.6 above shall apply in this situation with the exception of providing qualified candidates.

Upon receipt of written notification by Authority of its need for professional payrolling management services, Contractor shall, within 24 hours contact the individual in order to coordinate Authority's payrolling requirements.

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: Proposer/Subcontractor Data Form

EXHIBIT 4: Staff Resume Form

EXHIBIT 5: Summary of Costs

EXHIBIT 6: General Requirements

EXHIBIT 7: Proposal Evaluation Rating Sheet