

**REQUEST FOR PROPOSAL**

**MANAGEMENT AND PERFORMANCE AUDIT**

**1. GENERAL INFORMATION**

**1.1. Introduction.**

- a. The Pennsylvania Convention Center Authority (“PCCA” or “the Authority”) is the entity responsible for the construction and operation of the Pennsylvania Convention Center (“Center”). PCCA is a body corporate and politic, created and existing as an agency and public instrumentality of the Commonwealth of Pennsylvania. The Center consists of approximately 2.2 million square feet including: Exhibit halls totaling 679,000 square feet of exhibit space, 2 Ballrooms (32,000 square feet and 55,400 square feet), 79 Meeting Rooms, a 34,960 Square foot Grand Hall and a 23,400 Square foot Atrium.
- b. The existing Center is located on a site bounded by 11<sup>th</sup>, 13<sup>th</sup>, Arch and Race Streets, plus the former Train Shed north of Market Street and east of 12<sup>th</sup> Street, and an approximately one million square foot expansion recently completed in 2011 between Broad and 13<sup>th</sup> Streets and between Arch and Race Streets. The West Wing is included in the Project Site (“Site”).
- c. In November 2013, the PCCA contracted with ASM Global, a worldwide convention venue management firm to promote, operate and manage the Center. The PCCA remains responsible for the administration and oversight of the facility. ASM Global assumed management of the daily operations of the facility on December 1, 2013.
- d. The purpose of this Request for Proposal (“RFP”), including all exhibits, schedules, addenda, drawings, plans and specifications related hereto issued by the Pennsylvania Convention Center Authority (“PCCA”), is to solicit proposals from independent auditing or consulting firms with recognized experience in the convention and tourism industry to conduct a Management and Performance Audit, as required by law under 64 Pa. C.S. § 6020.
- e. The successful Proposer must demonstrate its capability of adequately meeting the demands of PCCA with respect to the requirements of this RFP, which contains information and requirements for the Proposer to prepare and submit proposals to conduct a Management and Performance Audit. This RFP, with any amendments, contains the only instructions governing the proposals and material to be included therein. The Proposer must be able to commence provision of services at the Center upon execution of a services contract. Proposals, including all documents and

addenda, (hereinafter “Proposal” or “Proposal Documents”) submitted by each Proposer, should be inclusive of all services and/or equipment required by PCCA, plus any additional related services and/or equipment the Proposer believes are required to ensure efficient, flexible and cost-effective delivery of services. The outline of services set forth in Section 4 hereof is an outline of the minimum services required by PCCA. Any change in the cost to PCCA by reason of any alternative or additional services must be separately identified to the extent feasible.

- 1.2. **Schedule.** The following is the anticipated schedule in connection with this RFP. This schedule may be altered at the discretion of the PCCA.

**Anticipated Schedule**

<b>Element:</b>	<b>Completed By:</b>
RFP Released	<b>November 9, 2021 at 10:00 AM EST</b>
Mandatory (Virtual) Pre-Proposal Conference	<b>November 16, 2021 at 1:00 PM EST</b>
Mandatory Site Tour/Inspection	<b>TBD</b>
All Questions Due	<b>November 23, 2021 by 3:00 PM EST</b>
Proposals Due	<b>December 14, 2021 by 4:00 PM EST</b>

**2. PRE-SUBMISSION PROCEDURES AND REQUIREMENTS**

**2.1. Examination of the RFP.**

- a. Upon receipt of the RFP, each Proposer shall examine same for missing or partially blank pages due to mechanical printing or collating errors. It shall be the Proposer's responsibility to identify and procure any missing pages from PCCA.
- b. Each Proposer shall carefully review the RFP and thoroughly familiarize itself with the requirements prior to submitting a Proposal. Prospective Proposers are invited to submit ***electronic*** inquiries (return receipt requested) with respect to this RFP to:

**Kevin Andrews** ([kandrews@paconvention.com](mailto:kandrews@paconvention.com))  
 Pennsylvania Convention Center Authority  
 1101 Arch Street  
 Philadelphia, Pennsylvania 19107

Answers may be provided at the Pre-Proposal Conference. **Telephone inquiries will not be accepted.**

- c. From the issue date of this RFP until the Authority's Board approves the awarding of the contract, **Kevin Andrews** shall be the sole point of contact regarding this RFP and any and all communications that concern, refer, or relate to this RFP shall be directed solely to [kandrews@paconvention.com](mailto:kandrews@paconvention.com). The Authority prohibits any communication by the Proposer to any other Authority official, agent, representative, or employee after the issue date of this RFP until the Authority's Board approves the awarding of the contract. Any violation of this provision by the Proposer may result in the Authority's rejection of that proposal. If the Authority later discovers that the Proposer has engaged in any violation of this provision, the Authority, may, in its sole discretion, reject the Proposer's proposal or rescind the award of the contract.
- d. Any questions by the Proposer regarding the RFP must be submitted in writing via email to **Kevin Andrews** ([kandrews@paconvention.com](mailto:kandrews@paconvention.com)) with "*RFP – Management and Performance Audit*" listed in the subject line. The Authority shall only respond to questions submitted in this manner. The Authority shall not be bound by any verbal information or verbal responses and Proposer represents and warrants that it shall not rely upon any verbal information provided by the Authority that concerns, refers, or relates to this RFP or any proposal submitted in connection therewith. The Authority shall not be bound by any written information other than the RFP and any formal addendum to the RFP that is issued by the Authority.

**2.2. Pre-Proposal Conference.** A mandatory (Virtual) Pre-Proposal Conference will be held via Zoom/Teams on November 16, 2021 at 1:00 PM EST. After the Pre-Proposal Conference, a tour of the Center will be conducted. **All Proposers must attend the Virtual Pre-Proposal Conference and Site Tour to be scheduled.** A party that fails to attend the Pre-Proposal Conference is precluded from submitting a proposal.

- 1) **Addenda.** Changes, corrections, or additions may be made to the RFP after it has been issued. In such case, a written addendum, or addenda ("Addendum" or "Addenda") describing the change(s), correction(s) or addition(s) will be issued to each Proposer, who provided written notice to PCCA of its email address. Such Addendum or Addenda shall become part of the RFP. Each Proposer must register with **Kevin Andrews** at [kandrews@paconvention.com](mailto:kandrews@paconvention.com) to receive Addenda and shall acknowledge receipt of all Addenda in its Proposal. No oral communications, rulings or interpretations will be held binding upon PCCA.

### **3. SUBMITTAL PROCEDURES AND REQUIREMENTS**

#### **3.1. Compliance with the RFP**

- a. Each Proposer is required to submit a complete written Proposal and to attest to the accuracy and completeness of its Proposal. In all respects, the Proposers shall comply with the instructions and the stipulations of this RFP in the preparation and submission of Proposals. Proposals **must** be signed by a duly authorized person, partner, or officer of the Proposer, as applicable, and evidence of such authorization must be included with the Proposal. The Proposer's full legal name and form of legal entity must be fully stated and shall include the state of incorporation or formation and the principal place of business. Fictitious names and/or "doing business as" designations

shall not suffice.

- b. Where permitted by this RFP, the Proposer must specifically identify and fully explain in the Proposal any exceptions to or deviations from the requirements of this RFP.
- c. Failure to comply with the requirements of this RFP may render the Proposal, at the sole discretion of PCCA, as unresponsive or otherwise unacceptable and may result in the rejection of the Proposal and/or disqualification and the elimination of the Proposer from further consideration for this RFP.

### **3.2. Proposer Affiliations and Subcontractors.**

- a. Each Proposer must disclose in its Proposal any relationship between the Proposer and any entity that has a contractual relationship with PCCA.
- b. Any services proposed by the Proposer that will be performed in whole or in part by outside parties, third-party contractors, affiliates, or subcontractors of the Proposer if permitted by PCCA, must be specifically identified in the Proposal and the business relationship between the Proposer and such third parties must be explained in the Proposal. Nothing contained herein or in the Contract shall be construed to impose any obligation on the part of PCCA to any outside party or third-party contractor.

### **3.3. Proposals**

- a. Each Proposer is required to submit a complete written Proposal by the specified time herein. **Late Proposals may not be considered.**
- b. In all respects, the Proposers shall comply with the instructions and the stipulations of this RFP in the preparation and submission of Proposals. Oral or telephone Proposals or unsolicited modifications to Proposals **will not** be considered.
- c. Proposals must be accompanied by a transmittal letter:
  - 1) The transmittal letter must be on an official business letterhead of the Proposer and signed by a duly authorized person, partner, or officer of the Proposer, as applicable, and evidence of such authorization must be included with the Proposal. The Proposer's full legal name and form of legal entity must be fully stated and shall include the state of incorporation or formation, and the principal place of business. Fictitious names and/or "doing business as" designations shall not suffice.
  - 2) The transmittal letter must include at a minimum:
    - (i) Identification of the person who will serve as the primary contact for the Authority with respect to the Proposal, and shall include the person's title, address, telephone and fax numbers, and e-mail addresses;
    - (ii) Certification that the Proposer is not currently under suspension or disbarment by the Commonwealth of Pennsylvania or any other state or federal government; and

- (iii) Acknowledgment of receipt by the Proposer of any RFP Addenda or Amendments as required by Section 2.3.
- d. Proposals must be submitted via **an electronic copy in PDF format and one (1) original hard copy with USB Drive delivered to the PA Convention Center Authority.**

**3.4. Submission of Proposals; Deadline**

- a. Proposal must be submitted as follows:

- 1) Hard copy must be delivered to the following address:

Pennsylvania Convention Center Authority  
One Convention Center Place  
1101 Arch Street  
Philadelphia, PA 19107  
Attn: Kevin Andrews, Compliance Manager

- 2) Electronic copy must be delivered via direct upload (e.g., Dropbox), for which instructions will be provided via email communication to all interested Proposers.
- b. **Proposals must be received at the address and in the manners prescribed in Section 3.4(a) above no later than 4:00 PM EST on December 14, 2021. Proposer should allow sufficient delivery time to ensure receipt of their Proposals by PCCA prior to the date and time fixed for the acceptance of the Proposals. Proposals received after this time may be rejected by the PCCA.**
- c. Each Proposer shall identify its Proposal on the outside of the envelope by writing the words: **“Proposal for Management Audit Services for the Pennsylvania Convention Center Authority.”**
- d. Each Proposal must be in a single package with separate components. Each electronically submitted component shall be included in a separate PDF document with the proper identification named in the electronic file. The components are:
  - 1) Technical Portion – **No cost information may appear in this portion.**
  - 2) Anti-Discrimination Portion
  - 3) Cost/Price Portion
  - 4) Financial Portion

**3.5. Term of Proposal.** Proposals shall remain open for acceptance and be irrevocable for a period of one hundred eighty (180) calendar days after the deadline for submission of Proposals specified in Section 3.4 hereof.

**3.6. Withdrawal of Proposals.** Proposals may only be withdrawn personally or upon written or telegraphic request received from Proposers prior to the time fixed herein for submission

of Proposals. Such withdrawal shall be effective only upon receipt by the Authority, as evidenced by written confirmation of such receipt. The withdrawal of a proposal will not preclude the submission of another Proposal by such Proposer prior to such deadline. A proposer may not withdraw its proposal after the time fixed for submission of proposals but rather such proposals shall remain open for the time period specified in Section 3.5.

- 3.7. Business License.** Proposers which are corporations, or that are individuals or firms doing business under fictitious names, must supply, in their Proposals, documented proof that they have registered with and obtained a certificate from the Secretary of the Commonwealth authorizing them to do business in this Commonwealth and confirming that they are in good standing. Proposers must also supply in the Proposals, documented proof that they have obtained from the City of Philadelphia the appropriate license(s) for conducting business in Philadelphia. If the foregoing proof is not available at the time of submission of the Proposals, the Proposer must, at a minimum, provide evidence that it has applied for such certificates and license(s) and, at the option of PCCA, and designated Proposed will be required to produce such certificates and licenses prior to execution of the Contract.
- 3.8. Ownership and Non-Confidentiality of Proposals.** All Proposals submitted in response to this RFP will become the property of PCCA and will not be returned. The contents of all Proposals are a matter of public record.
- 3.9. Effect of Submission.** Submission of a Proposal shall constitute agreement by the Proposer to all of the terms incorporated in the RFP. By submission of a Proposal, the Proposer is representing and warranting that:
- (i) The information contained in its Proposal is complete and accurate and that such information shall continue to be complete and accurate at all times; and
  - (ii) The delivery of the products and services specified in this RFP and the Proposal shall, in provision of such products and services, other than as included in the Contract executed by both parties, in no way obligate PCCA to pay any additional costs to the Proposer.

#### **4. SCOPE OF THE SERVICES**

- 4.1. General Requirements.** PCCA seeks an independent firm with recognized experience in the convention and tourism industry, as a convention center manager, operator, auditor and/or consultant to complete a 2022 Management Audit, as required under the PCCA Operating Agreement; and to also conduct a Performance Audit in 2022, as required by law under 64 Pa. C.S. § 6020. Both audits will cover Fiscal Years 2020, 2021 and 2022 (July 1, 2019 through June 30, 2022). The audits can be conducted simultaneously, and the audit results can be combined into a single report. A copy of PCCA's Operating Agreement is attached as **Exhibit "A"** to this RFP.

- a. **Management Audit required under the PCCA Operating Agreement.** The Management Audit must be completed, and the report submitted by September 30, 2022. The successful proposer must examine and report on all of the following:
- 1) Indicate whether the Authority is complying with the requirements of the Operating Agreement governing the management and operation of the Center;
  - 2) Provide improvement or change recommendations in instances where the Authority is managing or operating in a manner that is inconsistent with acceptable or traditional industry or business practices;
  - 3) Indicate whether the management and/or operation should be improved or changed in any respect;
  - 4) Indicate whether the physical plant of the Center is being properly and efficiently maintained in accordance with the terms of this Operating Agreement, and whether any modifications should be made to the physical plant of the Center;
  - 5) If the Management Audit indicates noncompliance with this Operating Agreement, the Management Audit shall specify all areas of noncompliance, and
  - 6) If the Management Audit indicates the need for improvement or changes, such Management Audit shall detail all such recommendations.
  - 7) Any other items proposed by the Authority Board or Commonwealth of Pennsylvania.
- b. **Performance Audit required under 64 Pa. C.S. §6020.** The Performance Audit must be completed, and the report submitted by September 30, 2022. The successful proposer must examine and report on all of the following requirements:
- 1) Customer satisfaction at the Center;
  - 2) Labor costs at the Center, which shall include a comparison of labor costs at the Center with labor costs at convention centers in this Commonwealth and in other states;
  - 3) Rebooking rates of events at the Center categorized by size and hotel room nights, which shall include a comparison of rebooking rates of previous years at the convention center and rebooking rates of events at convention centers in this Commonwealth and in other states;
  - 4) Booking rates of events at the Center categorized by size and hotel room nights, which shall include a comparison of booking rates of previous years at the Center and booking rates of events at convention centers in this Commonwealth and in other states;

- 5) Hotel booking rates in the Philadelphia Metropolitan Statistical Area related to the convention center industry, which shall include a comparison of hotel booking rates in the Philadelphia Metropolitan Statistical Area during previous years;
- 6) Compliance with the code of conduct and other work rules at the Center and enforcement of the Code of Conduct and other work rules at the Center by the Authority and its designees; and
- 7) Any other items proposed by the Authority Board of the Commonwealth of Pennsylvania.

**4.2. Additional Requirements.**

- a. The following additional information will be evaluated and must be supplied by Proposers in a detailed and complete manner:
  - 1) Description of Proposer's capability to meet service demands of the PCCA as set forth in the General Requirements, Section 4.1 of the RFP;
  - 2) Description of Proposer's qualifications as an independent auditing or consulting firm with recognized experience in operational and financial analysis of convention centers;
  - 3) Description of operational and financial metrics the Proposer plans to use and the methodology in obtaining operational and financial data from competitive convention centers;
  - 4) Description of the project team including resumes for all project team members and detail of specific experience of each team member with projects of similar size and scope;
  - 5) Detailed project schedule including projected dates for draft reports.

**4.3. Examination of Conditions Affecting Work.**

- a. Prior to submitting a Proposal, each Proposer must familiarize itself with all current working conditions, including but not limited to the labor environment and all applicable laws, codes, ordinances, rules and regulations that will affect the delivery of the services to be provided by the Proposer.

**4.4. Cost Proposal.** Proposers must describe the compensation elements detailed as follows:

- a. Provide FIXED fee proposal detailing fees and estimated hours for each audit. The fixed fees proposed should contain all direct and indirect costs, including all out-of-pocket expenses.
- b. PCCA is a tax-exempt entity not liable for sales tax. All price quotations for equipment and services provided by the Proposer to the PCCA must exclude sales



tax charges. A tax-exempt certificate will be provided upon request.

- 4.5. **Confidentiality.** All data contained in the documents and/or files supplied by PCCA either during the RFP process or after the execution of the Contract to be awarded pursuant hereto are to be considered confidential and shall be solely for the use of the requesting Proposer. The Proposer will be required to use reasonable care to protect the confidentiality of any data.
- 4.6. **Delivery Responsibilities.** The designated Proposer will be required to assume sole responsibility for the delivery of services. The Proposer may not assign or subcontract any of its responsibilities under the Proposal or the Contract except to the extent specifically provided herein or in the Contract.
- 4.7. **Interpretation.** Should any question arise as to the proper interpretation of the terms and conditions of the Proposal Documents, the decision of PCCA shall be final.
- 4.8. **Anti-Collusion.** The Proposer, by signing its Proposal, does warrant and represent that its Proposal has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the Commonwealth of Pennsylvania, and that said laws have not been violated as they relate to the procurement or performance of the Contract to be awarded pursuant to the process described in this RFP by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any PCCA employee, officer, or consultant.

## 5. MINIMUM CRITERIA FOR THE PROPOSER

- 5.1. **Minimum Required Qualifications.** In addition to the items set forth in Sections 4.2 and 4.3, the Authority will also evaluate the following criteria set forth in Sections 5.1, 5.2 and Section 6.
  - a. **Financial Requirements.** Each Proposer must supply, in its Proposal, documented proof of its financial condition and financial responsibility to provide documented services to the PCCA. This includes providing financial statements certified by a public accountant or annual reports covering the two (2) most recent fiscal years, or other such documents that will allow PCCA to assess the financial viability of the Proposer. PCCA, at its discretion, may request the Proposer to provide such additional financial information as PCCA, in its discretion, deems necessary to establish the financial responsibility of the Proposer.
  - b. **Insurance Requirements.** Proposer must provide and maintain, during the term of any contract with the PCCA, appropriate insurance coverages in the limits required by the PCCA and in accordance with the law. The requisite insurance coverages include at a minimum, workers compensation insurance, general liability insurance, automobile liability insurance and excess liability insurance.
  - c. **Licensing Requirements.** Proposer must be legally licensed to operate under all applicable laws of the Commonwealth of Pennsylvania and the City of Philadelphia.

Proposers must supply, in their Proposals, documented proof that they have registered with and obtained a certificate from the Secretary of the Commonwealth authorizing them to do business in this Commonwealth and confirming that they are in good standing. Proposers must also supply in the Proposals, documented proof that they have obtained from the City of Philadelphia the appropriate license(s) for conducting business in Philadelphia. If the foregoing proof is not available at the time of submission of the Proposals, the Proposer must, at a minimum, provide evidence that it has applied for such certificates and license(s) and, at the option of PCCA, and designated Proposed will be required to produce such certificates and licenses prior to execution of the Contract.

- d. **References/Credentials.** Each Proposer shall provide PCCA with a minimum of three (3) written references from current or prior customers of the Proposer.

## 5.2. **Anti-Discrimination Policy.**

- 1) PCCA's Anti-Discrimination Policy. PCCA has instituted an Anti-Discrimination Policy to prevent discrimination against minorities and females in all PCCA subcontracting and employment opportunities and to ensure that minorities and females have an equal opportunity to participate in all contracts let for the operation, and maintenance of the Center. A copy of PCCA's Anti-Discrimination Policy can be found at <https://www.paconvention.com/about/purchasing-bids-rfps> under "Exhibit AA Anti-Discrimination Policy."
- 2) Anti-Discrimination Implementation Plan. All Proposers are required to make their best efforts to achieve minority and female participation in subcontracting and employment opportunities at substantial and meaningful levels. Each Proposer must submit an affirmative action implementation plan specific to the delivery of services described in this RFP. The successful Proposer's Anti-Discrimination Implementation Plan as accepted by PCCA will become an enforceable provision of the Contract. If the Proposer fails to detail its best efforts as required under this Section, the Proposal may be deemed non-responsive and may be rejected by PCCA. Please follow the directions in connection with completing the Anti-Discrimination Implementation Plan:
  - (i) Proposers must provide a detailed Anti-Discrimination Implementation Plan specific to this RFP. Proposers' Anti-Discrimination Implementation Plans must include levels of minority and female-owned business participation in (i) subcontracting and (ii) workforce utilization. The Anti-Discrimination Implementation Plan must briefly describe the specific task assigned to each minority and/or female-owned business listed on the Solicitation and Commitment Form, found at <https://www.paconvention.com/about/purchasing-bids-rfps> titled "Exhibit BB Solicitation for Participation." Workforce utilization must indicate the employees who are minorities and/or females who will be assigned to this project and indicate their status by category (i.e., management, hourly, full-time, part-time, etc.). Proposers' workforce utilization can be in a narrative

format.

If there are any special business arrangements (i.e., teaming, joint-venture and/or in-association with relationships) then an explanation of that particular arrangement must be included with the Affirmative Action Plan for PCCA review and approval. The document must indicate all roles and responsibilities of all the participants to the business relationship.

- (ii) Solicitation & Commitment Form - Proposers must complete the Solicitation & Commitment Form. Please complete all areas that apply to the Proposer's submission. In the event that a firm(s) has more than one certification designation (Minority and Women Business Enterprise), one **must** be selected for purpose of measuring the levels of actual participation. In order to satisfactorily complete the Solicitation & Commitment Form, the following areas must be indicated; the type of work to be performed; date of solicitation or commitment; whether or not a commitment is made, ("yes" or "no"). If "yes", indicate the amount in dollars and the percentage. If "no" commitment is made, please provide an explanation. Provide copies of all certifications of all firms listed on the Solicitation & Commitment Form.
  
- (iii) Best Efforts - Proposers must demonstrate, in writing, that it took reasonable steps to obtain representation of minority and female-owned businesses and/or vendors to assure equal opportunity, even if the efforts were ultimately unsuccessful.

Proposers must provide evidence (a written description with supporting documentation) to the PCCA that it utilized its best efforts to include minority and female-owned business participation in every phase of this RFP. Evidence of "best efforts" includes, but is not limited to, the following:

- a) Providing copies of advertising in general media, trade association publications, and minority-focused media concerning subcontracting opportunities.
- b) Participating in conferences and seminars specifically for the promotion of the anti-discrimination portion of the project.
- c) The timely notification of minority and female-owned business enterprises and solicitation of their participation on this project.
- d) Providing sufficient information about plans, specifications, and requirements of the project to interested to minority and female-owned businesses.
- e) Providing evidence of reasonable efforts to negotiate with minority and female-owned businesses to provide specific services and/or goods and supplies.

Proposers must comply with the aforementioned PCCA Anti-Discrimination Policy requirements in order for their Proposals to be considered and/or deemed accepted “best efforts.” The PCCA Best and Good Faith Efforts form can be found at <https://www.paconvention.com/about/purchasing-bids-rfps> under “Exhibit CC Best and Good Faith Efforts.”

## **6. PROPOSAL EVALUATION AND AWARD OF CONTRACT**

### **6.1. Evaluation Criteria.**

- a. The PCCA, *in its sole discretion*, will use a variety of criteria, including, without limitation, the following criteria, which are not necessarily listed in order of importance and may be weighed equally in evaluating the Proposals received:
  - 1) General feasibility, effectiveness and clarity of the Proposal and its responsiveness to the RFP requirements.
  - 2) Proposer's demonstrated experience in delivering the required services.
  - 3) Technical capabilities of Proposer
  - 4) Pricing and overall economic advantages
  - 5) Proposer's organizational resources, depth of resources, and financial stability and capability.
  - 6) Creative or innovative and cost-effective approach to service delivery, pricing, and compensation.
  - 7) Initial pricing, pricing for each year of the term of the contract, and overall economic advantages.
  - 8) Evidence of Proposer's service reliability, customer support, and on-time delivery of services.
  - 9) Proposer's compliance with the PCCA's Anti-Discrimination Policy.
  - 10) Implementation capabilities.
  - 11) Other factors.
- b. The PCCA may, *in its sole discretion*, after full and careful consideration, accept the Proposal which best fulfills the PCCA's requirements and is most advantageous to the PCCA. The PCCA is not required to make its selection based solely upon the lowest proposed pricing schedule. The priority, weighting, and importance to be afforded to criteria, both individually and in total, shall be solely determined by the Authority in

its sole judgment and discretion. The Authority may determine that one of the criteria is most important and outweighs all of the remaining criteria, and may award the contract based on its sole judgment that a particular proposal best satisfies the purpose of the RFP due to its response to that one criteria.

**6.2. Evaluation Process.** Upon receipt of the Proposals, PCCA may short-list the Proposers based on evaluation criteria including, but not limited to, that cited in Section 6.1 of this RFP. The PCCA reserves the right to then interview each of the short-listed Proposers and may require presentations to be made to PCCA by such Proposers. The proposal review and selection process is as follows:

- 1) **Receipt of RFPs** - RFPs from Proposers will be received at the location on the day and at the time indicated in this RFP.
- 2) **Anti-Discrimination Review** - PCCA will initially review and evaluate the proposals for compliance with the requirements of the RFP. PCCA will then evaluate the proposal's Technical Submittals and Affirmative Action Responses. PCCA may require all, or some, Proposers participate in an oral interview during this initial process. The general purpose of this session is for the Proposer to clarify specific aspects of the above submittals. Although the oral interview itself will not be a basis for award; responses provided by the Proposer in the interview will be considered. Absence of an interview does not indicate lack of interest of PCCA in a proposal.
- 3) **Shortlist** -The PCCA will evaluate all proposals on the basis of compliance with the Anti-Discrimination Policy response. PCCA will evaluate whether the technical portion of the Proposal provides the details of the necessary technical and personnel support, and the manner in which it will fully implement and satisfy all requirements of the Project. The Authority will also evaluate whether the Proposer's Affirmative Action Implementation Plan achieves minority and female participation in subcontracting and employment opportunities at substantial and meaningful levels and whether Proposer's satisfactorily demonstrated their best efforts as described in the Anti-Discrimination Policy. PCCA will notify selected Proposers in writing of its selection for further consideration of their proposal.
- 4) **Presentations of Shortlisted Proposers** - Selected Proposers will be requested to participate in a one-hour meeting with PCCA. The agenda will provide for up to a thirty (30) minute presentation by the Proposer and the remainder as a question-and-answer period. PCCA does not require or expect the Proposers provide elaborate presentations or add information beyond their initial proposal. PCCA may request Proposers explain the basis of their cost/pricing for proposal.
- 5) **Cost Review** - PCCA will review all the Shortlisted proposals and select the Proposers that it considers is in its best interest. During the PCCA deliberations, PCCA may request further information from Proposers. Where similar

Proposals come from several Proposers, PCCA may decide to engage in negotiations with only one, several or all Proposers submitting similar Proposals. The cost/price portion of the Proposal will be evaluated separately. It will be utilized to evaluate the Proposer's understanding of the requirements of the RFP and to determine the most probable cost to the Authority. The cost/price portion will be evaluated for reasonableness and completeness. The Authority will evaluate the reasonableness of each Proposer's cost/price Proposal, determine whether the proposed cost/price is consistent with the proposed technical approach and indicates a clear understanding of a sound approach to satisfying the requirements in the scope of services set forth in Section 4 above.

- 6) **Negotiation** - PCCA may undertake negotiations with several Proposers for similar or different Proposals. In either case, PCCA may request "final and best offers". Based upon these negotiations, PCCA will offer a "Notice of Award" to the selected Proposer(s).
- 7) **Award of Contract** - Upon the completion of the negotiations, PCCA at its sole discretion, upon approval by the PCCA's Board of Directors, may award a Contract or Contracts for the services described herein for the Proposal that it determined in its sole discretion best fulfills the requirements of the RFP and is most advantageous to the Authority.

**6.3. Rights and Options of PCCA.** PCCA reserves and may exercise one or more of the following rights and options with respect to this RFP:

- a. To reject any and all Proposals.
- b. To elect to award certain parts of the Scope of Services, to separate proposers or to award the entire Scope of Services to one proposer as the PCCA deems necessary.
- c. To use criteria other than price in determining the Proposer(s) with which it will contract.
- d. To supplement, amend or otherwise modify this RFP.
- e. To cancel this RFP with or without the substitution of another RFP.
- f. To issue additional or subsequent solicitations for Proposals.
- g. To conduct investigations with respect to the qualifications of any Proposer.
- h. To change any time for performance set forth in this RFP.
- i. To waive any non-compliance of any Proposal with the requirements of this RFP.
- j. To permit any Proposer to supplement, amend or otherwise modify its Proposal.

- k. To supplement, amend or otherwise modify the terms of any proposed form of Contract which may be submitted by PCCA to any Proposer.

**6.4. Request for Additional Information.** Proposers shall furnish such additional information as PCCA may request in connection with its evaluation of the Proposals.

**6.5. Acceptance or Rejection of Proposals.**

- a. The PCCA reserves the right to reject any or all Proposals and to seek additional Proposals, if such action is in the best interest of PCCA. PCCA reserves the right to waive any informalities and technicalities in the Proposal process.
- b. If for any reason whatsoever, PCCA rejects a Proposal, the Proposer agrees that it will not seek to recover lost profits on work not performed nor will it seek to recover its Proposal preparation costs. By submitting its Proposal, the Proposer expressly states that it intends to be legally bound and accepts the limitation of remedies set forth in this Section.

**6.6. Contract Award.**

- a. After PCCA has selected a Proposer, as a result of the aforesaid evaluation process, the successful Proposer shall be required to execute a Contract with the PCCA. PCCA reserves the right to modify, amend and supplement any proposed form of Contract submitted by PCCA to any Proposer, in any manner it deems appropriate.

The terms of the Proposal of the designated Proposer, to the extent accepted by PCCA, shall be incorporated into the Contract. PCCA reserves the right to revoke the designation of a Proposer as the designated Proposer at any time prior to execution of the Contract by the Proposer and PCCA and in the form approved by PCCA.

- b. The contents of the Proposal of the selected Proposer and the RFP will become contractual obligations upon execution of a contract between the Proposer and the Authority; provided however, that the terms of any such contract shall supersede the provisions of the Proposal and the RFP, to the extent the terms of the contract are inconsistent with the terms of the Proposal or RFP. In the event that either the designated Proposer does not execute the Contract as herein required, or PCCA has revoked the designation of a particular Proposer as the designated Proposer, the PCCA, in its sole discretion, may enter into negotiations with one or more of the other Proposers or PCCA may solicit new Proposals.
- c. At or prior to delivery of the signed Contract, the designated Proposer shall deliver to PCCA the policies of insurance or insurance certificates as required by the Contract. All policies or certificates of insurance must be approved by PCCA before the designated Proposer may proceed with the delivery of the contracted services.

## 7. MISCELLANEOUS

- 7.1. Penalty for Non-Compliance. Proposals received after submission deadline will be disqualified.** Failure to comply with the requirements of this RFP may render the Proposal, at the sole discretion of PCCA, as unresponsive or otherwise unacceptable and may result in the rejection of the proposal, and/or the disqualification and the elimination of the Proposer from further consideration for this RFP.
- 7.2. Handling of Proposals.** All Proposals submitted in response to the RFP. will become the property of the Authority and will not be returned.
- 7.3. Cost Liability.** The PCCA shall not, in any way, be responsible for any costs incurred by any Proposer in preparing, reproducing, distributing, and presenting its Proposal.
- 7.4. Additional Clarification of Proposals.** The Authority may ask a Proposer to clarify in writing the technical or cost/price portions of the Proposer's Proposal at any time prior to the execution of a contract between a Proposer and the Authority. Where permitted by this RFP, the Proposer must specifically identify and fully explain in the Proposal any exceptions to or deviations from the requirements of this RFP.
- 7.5. Disclosure of Relationships.**
- a. Each Proposer must disclose in its Proposal any relationship between the Proposer and any entity that has a contractual relationship with PCCA.
  - b. Any services proposed by the Proposer that will be performed in whole or in part by outside parties, third-party contractors, affiliates, or subcontractors of the Proposer if permitted by PCCA, must be specifically identified in the Proposal and the business relationship between the Proposer and such third parties must be explained in the Proposal. Nothing contained herein or in the Contract shall be construed to impose any obligation on the part of PCCA to any outside party, third-party contractor, affiliate, or subcontractor of the Proposer.
- 7.6. Compliance with Laws, Rules, Etc.** The Proposers shall comply with all federal, state, and local statutes, laws, rules, regulations, and ordinances.
- 7.7. Taxes.**
- a. PCCA is a tax-exempt entity not liable for sales tax. All price quotations for goods and services provided by the Proposer to PCCA must therefore exclude sales tax charges. A tax-exempt certificate will be provided upon request.
  - b. The designated Proposer shall be responsible for all taxes related to the provision of goods and services pursuant to the Contract and shall apply to the respective taxing authorities for all applicable account numbers and file appropriate tax returns as required by law.