



Pennsylvania Convention Center

PHILADELPHIA

REQUEST FOR QUALIFICATIONS for INSURANCE BROKERAGE SERVICES

1.0 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 Pennsylvania Convention Center is located in Philadelphia on a site bounded by 11th, Broad, Arch and Race Streets plus the former Trainshed north of Market Street and East of 12th Street. 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 purpose of this Request for Qualifications ("RFQ"), including all exhibits, schedules, addenda, drawings, plans, and specifications related hereto issued by the Pennsylvania Convention Center Authority ("PCCA"), is to solicit information from qualified **firms** to provide **Insurance Brokerage Services** as described in this RFQ at the Center.

c. The successful Proposer must demonstrate its capability of adequately meeting the demands of PCCA with respect to the requirements of this RFQ. This RFQ by PCCA contains information and requirements for the Proposer to prepare and submit proposals for **Insurance Brokerage Services**. This RFQ, with any amendments, contains the only instructions governing the proposals and material to be included therein. The Proposer must be in a position 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 4.0 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 RFQ. This schedule may be altered at the discretion of the PCCA.

Anticipated Schedule	
Element	Completed By
Pre-Proposal Conference (Virtual, Mandatory)	Tuesday, August 15, 2023 at 1 PM
Site Tour	TBD
Last day to submit written questions	Tuesday, August 22, 2023 by 4 PM
Proposals due	Thursday, August 31, 2023 by 4 PM

2.0 PRE-SUBMISSION PROCEDURES AND REQUIREMENTS

2.1 Examination of the RFQ.

a. Upon receipt of the RFQ, 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 RFQ and thoroughly familiarize itself with the requirements prior to submitting a Proposal. Prospective Proposers are invited to submit **written** or **electronic** inquiries (return receipt requested) with respect to this RFQ to Shamyune Jones, at sjones@paconvention.com. Answers will be posted on the PCCA web site in an addendum under the project page, <https://paconvention.cobblestone.software/gateway/SolicitationPublicSearch.aspx> . **Telephone inquiries will not be accepted.** All questions from Proposers must be submitted in writing to Shamyune Jones, VP & General Counsel, as indicated above no later than August 22, 2023, at 4pm.

c. From the issue date of this RFQ until the Authority's board approves the awarding of the contract, Shamyune Jones shall be the sole point of contact regarding this RFQ and any and all communications that concern, refer, or relate to this RFQ shall be directed solely to Shamyune Jones. The Authority prohibits any communication by the Proposer to any other Authority official, agent, representative, or employee after the issue date of this RFQ 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 RFQ must be submitted in writing via email to Shamyune Jones with Insurance Brokerage Services RFQ- 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 RFQ or any proposal submitted in connection therewith. The Authority shall not be

bound by any written information other than the RFQ and any formal addendum to the RFQ that is issued by the Authority.

2.2 Pre-Proposal Conference (Virtual). A mandatory Virtual Pre-Proposal Conference will be held on Tuesday, August 15, 2023 at 1:00 PM. The link for the pre-proposal conference will be posted on the RFQ page, under a document titled ‘Pre-Proposal Meeting’ (<https://paconvention.cobblestone.software/gateway/SolicitationPublicSearch.aspx>). After the Pre-Proposal Conference, a tour of the Convention Center will be scheduled with the attendees. **All Proposers must attend the Virtual Pre-Proposal Conference.** A party that fails to attend the Pre-Proposal Conference is precluded from submitting a proposal.

2.3 Addenda. Changes, corrections, or additions may be made to the RFQ 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 mailing address. Such Addendum or Addenda shall become part of the RFQ. Each Proposer shall acknowledge receipt of all Addenda in its Proposal. No oral communications, rulings or interpretations will be held binding upon PCCA.

3.0 SUBMITTAL PROCEDURES AND REQUIREMENTS

3.1 Compliance with the RFQ.

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 RFQ 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 RFQ, the Proposer must specifically identify and fully explain in the Proposal any exceptions to or deviations from the requirements of this RFQ.

c. Failure to comply with the requirements of this RFQ 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 RFQ.

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, third-party contractor, affiliate, or subcontractor of the Proposer.

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 RFQ 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 RFQ Addenda or Amendments as required by Section 2.3.

d. Proposals must be submitted in ten (10) separate copies provided for in separate bound materials.

3.4 Submission of Proposals; Deadline

a. One (1) hard copy of the proposal must be submitted, as well as electronic submissions emailed to Shamyune Jones at sjones@paconvention.com and Nadia Neubert at nneubert@paconvention.com. Hard copies can be dropped off or mailed to:

Pennsylvania Convention Center Authority

Attn: Shamyune Jones

1101 Arch Street, Philadelphia, Pennsylvania 19107

b. Proposals must be received at the email address in Section 3.4(a) above no later than 4:00 PM (EDT) on Thursday, August 31, 2023. Proposers 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 and in the email subject line by writing the words: "**Proposal For Insurance Brokerage Services at the Pennsylvania Convention Center.**"

d. Each Proposal must be in a single package with three components. Each component shall be included in the package in a separate sealed envelope with the proper identification of the component both inside and out. The components are:

- (i.) Technical Portion - **No cost information may appear in this portion.**
- (ii.) Anti-Discrimination Response Portion.
- (iii.) Cost/Price 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(b) hereof.

3.6 Withdrawal of Proposals. Proposals may only be withdrawn personally or on 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 Ownership and Non-Confidentiality of Proposals. All Proposals submitted in response to this RFQ will become the property of PCCA and will not be returned. The contents of all Proposals are a matter of public record.

3.8 Effect of Submission. Submission of a Proposal shall constitute agreement by the Proposer to all of the terms incorporated in the RFQ. 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 RFQ and the Proposal shall in no way obligate PCCA to pay any additional costs to the Proposer for the provision of such products and services, other than as included in the Contract executed by both parties.

3.9 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.

4.0 SCOPE OF THE SERVICES

4.1. General Requirements

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, contracts, agreements, rules, and regulations that will affect the delivery of the services to be provided by the Proposer.

PCCA seeks a firm to provide insurance brokerage, insurance administration and loss control services to PCCA for the administration of PCCA's insurance program and is expected to provide the following services. Any deviation must be specifically noted in the Submission.

a. Required Insurance Coverages. For each year of the contract, the Contractor will provide insurance brokerage services required for the PCCA's insurance program, including but not limited, to the procurement of necessary coverages such as: Workers' Compensation, General Liability, Excess Liability, Property, Business Interruption, Crime, Cyber, Automobile, Directors and Officers Liability and Employment Practices Liability.

Interested Brokers are NOT permitted to contact any markets. Market contact will automatically eliminate a Broker from consideration.

b. Perform all necessary insurance marketing services for such insurance, including but not limited to the following:

(1) Finalization of manuscript policies and preparation of all materials required in connection with soliciting insurance carriers.

(2) Development of criteria for an identification of qualified insurers and, when appropriate, reinsurers, giving due consideration to all insurance markets throughout the world, including, but not limited to, domestic stock and mutual companies, reciprocals, Lloyds, foreign companies and other markets. Only insurance carriers that are acceptable to the PCCA shall be utilized.

(3) Solicit proposals from insurance carriers review and evaluate

proposals submitted and make recommendations to the PCCA as to such proposals.

(4) Assist in negotiating the terms of insurance policies

(5) Place, cancel and otherwise handle all placements, binders, policies and endorsements.

(6) Review policies upon receipt to verify conformance to the specifications and negotiations and request and monitor required changes.

c. Related Insurance Services - Review Coverage in Place. Review and revise for the approval of the PCCA, if necessary, all operational policies necessary to assure the proper functioning of the insurance program, including, but not limited to:

(1) Information as to the scope and limits of insurance policies for PCCA, consultants, contractors and subcontractors.

(2) Detailed claims and loss procedures.

(3) A basic insurance manual to set forth the procedures for implementing and administering the Risk Management Program including, but not limited to, the relationship between the respective staffs of the Contractor and the PCCA; the procedures for approving and paying invoices and submitting other information for approval; and other appropriate administrative matters.

(4) Defining the responsibilities of all parties participating in the program.

d. Related Insurance Services - Policy Administration and Maintenance.

Administer and maintain insurance policies including, but not limited to:

(1) Review and approve all premium audit statements and invoices, including verification of all premiums, provide notice of changes in premiums or terms and

conditions, cancellation and all communications from insurers.

(2) Review and process riders, exceptions and other changes to insurance policies, including explanation and recommendations to the PCCA and implementation of the PCCA's decisions.

(3) Issue required certificates of insurance to all insured parties.

(4) Review certificates of insurance to determine their conformance with all requirements and maintain a current file of all such certificates of insurance.

(5) Provide advice to any and all insureds including assistance in connection with litigation or other proceedings for the settlement of disputes.

e. Related Insurance Services - Risk Management Program. Continue to implement, modify and administer the PCCA's insurance program, including, but not limited to, the following:

(1) *Policy Reviews*: Periodically review the adequacy and limits of project insurance policies with regard to effective and economic risk retention and transfer, and recommend improvements, changes or additions as compared to the present scope of the construction project.

(2) *Contract Reviews*: Assist the PCCA in the review and development of provisions in contractual agreements relative to insurance, liability and risk allocation.

(3) *Loss Exposures*: Periodically review and identify changes in loss exposure.

f. Related Insurance Services - Loss Prevention Program. Assist the PCCA in establishing, implementing, administering and monitoring a safety and loss prevention program.

g. Related Insurance Services - Claims Management. Assist the PCCA in the investigation of losses and processing of claims.

h. Related Insurance Services - Risk Management Information System. Design and implement an information system for the PCCA to gather, record and report data relating to injuries to persons, damage to property, costs, claims and settlements. Prepare such reports, explanatory booklets, studies, plans, manuals, policy studies, rate determinations and analyses as may be necessary or desirable or as may be requested by the PCCA in connection with the Risk Management Program.

i. Miscellaneous Insurance Services

(1) Assist in administering the Risk Management Program by reviewing the adequacy and limits of insurance coverage required for ongoing and new contracts.

(2) Maintain and update insurance policies, Insurance Manuals and the RMIS.

(3) Meet with PCCA personnel as necessary.

(4) Prepare such reports and provide other services as may be requested by the PCCA.

j. Other Service Requirements - Personnel. The Contractor shall designate a Project Manager who shall have overall responsibility for supervision of Contractor's performance of this program. The manager shall give prompt attention and regard to the instructions, directions and requests of the PCCA. The Contractor will also assign a team of qualified account management, loss control, claim support staff and risk management staff to provide the services outlined herein.

The Proposer shall represent that the individuals identified in the Submission are its full time employees and will be assigned to complete the Proposer's obligations under this Agreement. In the event that, for any reason, Contractor proposes to replace or substitute any individual(s) previously identified, advance notice shall be provided by the Contractor to the PCCA so as to permit the PCCA to review the qualifications of the proposed personnel. Any proposed replacement or substitution shall possess like or comparable qualifications to those of personnel previously assigned by the Contractor. The PCCA reserves the right to disapprove any such replacement(s) or substitution(s).

k. Other Service Requirements - Record Keeping. All reports, calculations, estimates and other documents, data or information prepared by the Contractor pursuant to the Scope of Services shall remain the property of the PCCA and the Contractor shall not have the right to use, duplicate or disclose such data or materials, in whole or in part, in any manner and for any purpose whatsoever, without the prior approval of the PCCA.

Contractor shall maintain books, records and other compilations of data pertaining to the performance of the provisions and requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement.

All such records shall be kept for a period of six (6) years, or for longer periods if specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.

All such records shall be available to the PCCA at the Contractor's office during office hours upon reasonable notice given to the Contractor, and copies will be provided to the PCCA upon request by PCCA.

4.2. Additional Information

The following additional information will be reviewed and considered and must be supplied by Proposers in a detailed and complete manner:

- (i) Description of Proposer's capability to meet service demands of the PCCA as set forth in the General Requirements, section 4.1 of the RFQ.
- (ii) Description of customer service policy and procedures.

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

a. Proposers are required to separate and identify all cost components, including but not limited to those outlined above. The proposer must provide an hourly cost breakdown of all positions that are relevant to this proposal. All hourly costs shall include the proposer's overhead and profit. Any Proposal which does not completely itemize all cost components may be deemed non-responsive and may be excluded from further review and consideration.

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.

4.4 Confidentiality. All data contained in the documents and/or files supplied by PCCA either during the RFQ 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.

4.5 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.

4.6 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.

4.7 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 RFQ 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.

5.0 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 the Architectural/Engineering 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.

(i) PCCA's Diversity, Inclusion, and 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 Convention Center. A copy of PCCA's Diversity, Inclusion, and Anti-Discrimination Policy can be found at <https://paconvention.cobblestone.software/gateway/DocumentLibrary.aspx> under “**Exhibit AA - Anti-Discrimination Policy.**”

(ii.) Diversity, Inclusion, and Anti-Discrimination 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 a plan specific to the insurance brokerage services pursuant to this RFQ. The successful Proposer's 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 Diversity, Inclusion, and Anti-Discrimination Implementation Plan:

- a.) Proposers must provide a detailed Diversity, Inclusion, and Anti-Discrimination Implementation Plan specific to this RFQ. Proposers' Diversity, Inclusion, and Anti-Discrimination Implementation Plans must include levels of minority and female-owned business participation in (i) subcontracting and (ii) workforce utilization. The Diversity, Inclusion, and Anti-Discrimination Implementation Plan must briefly describe the specific task assigned to each minority and/or female-owned business listed on the Solicitation for Participation and Commitment Form, found at:

<https://paconvention.cobblestone.software/gateway/DocumentLibrary.aspx> titled "**Exhibit BB - Solicitation for Participation and Commitment Form.**" 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 anti-discrimination plan for PCCA review and approval. The document must indicate all roles and responsibilities of all the participants to the business relationship.

- b.) **Solicitation for Participation & Commitment Form** - Proposers must complete the Solicitation for Participation & Commitment Form. Please complete all areas that apply to the Proposer's submission. In order to satisfactorily complete the Solicitation for Participation & 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 for Participation & Commitment Form.
- c.) **Best and Good Faith 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. See

<https://paconvention.cobblestone.software/gateway/DocumentLibrary.aspx> to fill out the “**Exhibit CC – Best and Good Faith Efforts**” form.

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 RFQ. Evidence of “best efforts” are the following:

- 1) Providing copies of advertising in general media, trade association publications, and minority-focused media concerning subcontracting opportunities.
- 2) Participating in conferences and seminars specifically for the promotion of the Diversity, Inclusion, and Anti-Discrimination portion of the project.
- 3) The timely notification of minority and female-owned business enterprises and solicitation of their participation on this project.
- 4) Providing sufficient information about plans, specifications and requirements of the project to interested minority and female-owned businesses.
- 5) 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 Diversity, Inclusion, and Anti-Discrimination requirements in order for their Proposals to be considered and deemed accepted “best and good faith efforts.”

6.0 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 weighted equally in evaluating the Proposals received:

- i) General feasibility, effectiveness and clarity of the Proposal and its responsiveness to the RFQ requirements.
- ii) Proposer's demonstrated experience in delivering the required services.
- iii) Proposer's organizational resources, depth of resources, and financial stability and capability.
- iv) Creative or innovative and cost-effective approach to service delivery, pricing, and compensation.

- v) Initial pricing, pricing for each year of the term of the contract, and overall economic advantages.
- vi) Evidence of Proposer's service reliability, customer support, and on-time delivery of services.
- vii) Proposer's compliance with the PCCA's Anti-Discrimination Policy.
- viii) Implementation capabilities.

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 RFQ 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 RFQ. 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:

Step One – Receipt of RFQ's – RFQ's from Proposers will be received in email and as a hard copy on the day and at the time indicated in this RFQ.

Step Two –Anti-Discrimination Review - PCCA will initially review and evaluate the proposals for compliance with the requirements of the RFQ. PCCA will then evaluate the proposal's Technical Submittals and Anti-Discrimination 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 proposers in the interview will be considered. Absence of an interview does not indicate lack of interest of PCCA in a proposal.

Step Three – 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 Diversity, Inclusion, and Anti-Discrimination 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.

Step Four – Presentations of Shortlisted Proposers - Selected Proposers may 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.

Step Five – 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 RFQ and to determine the most probable cost to the Authority. The cost/price portion will be evaluated for reasonableness and completeness. The Proposers' proposed total estimated cost/price shall not be controlling in the selection of the Proposer with which the Authority will negotiate a contract for the services described in this RFQ. 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.

Step Six – 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 selected Proposer(s) for the services described herein.

Step Seven – 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 RFQ 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 RFQ:

- 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 RFQ.
- e. To cancel this RFQ with or without the substitution of another RFQ.
- 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 RFQ.
- i. To waive any non-compliance of any Proposal with the requirements of this RFQ.
- 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.
- l. To negotiate a contract with one or more than one 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 RFQ 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 RFQ to the extent the terms of the contract are inconsistent with the terms of the Proposal or RFQ. 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.

7.0 MISCELLANEOUS

7.1 Penalty for Non-Compliance. Proposals received after the submission deadline will be disqualified. Failure to comply with the requirements of this RFQ 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 RFQ.

7.2 Handling of Proposals. All Proposals submitted in response to the RFQ 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 RFQ, the Proposer must specifically identify and fully explain in the Proposal any exceptions to or deviations from the requirements of this RFQ.

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.