

DISCLAIMER

Responses to this RFP must be submitted electronically via the Ariba Network. Faxed, e-mailed, and/or hardcopies will not be accepted. The Ariba submission requirement is mandatory and non-waivable.



REQUEST FOR PROPOSALS

Part-Time and Temporary Toll Collection Services

July 12, 2021

Pre-Proposal Meeting

Tuesday, July 20, 2021 at 2:00 pm EST

Questions Due

Tuesday, July 27, 2021 at 4:00 pm EST

Proposals Due

Tuesday, August 10, 2021 at 2:00 pm EST

Delaware River Port Authority
One Port Center
2 Riverside Drive
Camden, NJ 08103
Attention: Siata Freeman Sheriff
Phone: 856-968-2086
sfsheriff@drpa.org

STEWARDSHIP. SERVICE. COMMUNITY.

REQUEST FOR PROPOSALS

Part-Time and Temporary Toll Collection Services

DISCLAIMER

The contents and information provided in this Request for Proposals (“RFP”) are meant to provide general information to interested parties. The successful Proposer(s) chosen by the Delaware River Port Authority (“DRPA” or “Authority”) will be required to execute a Contract (“the Agreement”) with the DRPA that will govern the rights, duties and obligations between the DRPA and the Contractor(s). ACCORDINGLY, THE TERMS SET FORTH WITHIN THIS RFP DO NOT CONSTITUTE ANY CONTRACT BETWEEN THE DRPA AND THE SUCCESSFUL PROPOSER(S). MOREOVER, THE DRPA ACCEPTS NO RESPONSIBILITY FOR ANY OMISSIONS OR DELETIONS RELATING TO THIS RFP.

THE AUTHORITY WILL NOT HONOR ANY ATTEMPT BY A PROPOSER TO DESIGNATE ITS ENTIRE RESPONSE AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE RESPONSE. SEE SECTION IV, PARAGRAPH A (2) REGARDING RESTRICTIONS ON USE OF DATA.

SOLICITATION LETTER

This RFP is being issued by the DRPA to invite qualified firms (“Proposer” or “Contractor”) to submit Proposals to provide Part-Time and Temporary Toll Collection Services in connection with its procurement process.

QUESTIONS

Any questions regarding this RFP must be sent electronically (via e-mail) to Siata Freeman Sheriff, Contract Administrator, at sfsheriff@drpa.org. All questions are to be submitted via e-mail. Do **NOT** send questions via Ariba as this will violate our Single Point of Contact Policy. Please put **“Part-Time and Temporary Toll Collection Services”** in the subject line of your email. The deadline for submission of questions is **Tuesday, July 27, 2021 at 4:00 pm EST**. Questions submitted after this date will not be answered. Questions presented by any Proposer, and the DRPA’s answers to such questions, will be shared with all Proposers who are being considered.

The DRPA will not be bound by any formal explanation, clarification, or interpretation, oral or written, by whomever made, that is not incorporated into the Addenda duly issued by the DRPA.

SINGLE POINT OF CONTACT

The DRPA has established a single point of contact for this procurement. From the issue date of this RFP and until full execution of the Contract Agreement, the Sole Point of Contact shall be the Contract Administrator whose name and contact information appears below. Please refer all inquiries to this Contracting Officer.

Any violation of this condition may be cause for the DRPA to reject the offending Proposal or rescind the contract award. Proposers agree not to distribute any part of their proposals beyond the Contracts Department. A Proposer that shares information contained in its proposal with other DRPA personnel and/or with a competing Proposer may be disqualified and its proposal may be rejected.

The single point of contact for this Project is:

Siata Freeman Sheriff, Contract Administrator
sfsheriff@drpa.org
856-968-2086

NON-DISCRIMINATION

The DRPA is firmly committed to providing full and equal business opportunities to all persons regardless of race, color, religion, gender, national origin, age or non-job-related disability. In that regard, the DRPA will affirmatively assure that minority and female-owned business enterprises are afforded equal opportunities to submit Proposals for consideration for all purchases and contracts issued in connection with this Project. Prospective Proposers should understand that the participation of certified MBEs and WBEs is a matter of great interest in the evaluation of all Proposals.

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SECTION I

INTRODUCTION

A. GENERAL OVERVIEW

The DRPA is a bi-state corporate instrumentality of the State of New Jersey and the Commonwealth of Pennsylvania. The DRPA owns and operates four major toll bridge crossings of the Delaware River; the Benjamin Franklin Bridge, the Walt Whitman Bridge, the Commodore Barry Bridge, and the Betsy Ross Bridge. Each bridge facility includes office buildings, maintenance shops, garages, and other buildings and structures. In addition, the DRPA owns real property in the vicinity of the bridges.

The DRPA's wholly-owned transit subsidiary, Port Authority Transit Corporation ("PATCO"), operates a rapid transit line providing public transport service between Philadelphia and Southern New Jersey. PATCO's transit system includes an administrative and maintenance facility at Lindenwold, New Jersey and thirteen (13) stations along its approximately 14.2 mile route. The DRPA owns the nine (9) stations in New Jersey and leases the four (4) Philadelphia stations from the City of Philadelphia.

Additional information about the DRPA and its operations may be obtained by reviewing annual reports available on the DRPA's website at www.drpa.org, "About DRPA, Annual Reports."

B. PURPOSE AND INTENT

The Authority seeks to engage a qualified firm with the experience necessary to provide Part-Time and Temporary Toll Collection Services.

The Services (aka "Work") associated with this RFP shall conform to all applicable federal, state and local municipal laws, regulations, ordinances and procedures including procedures and methods described in this RFP. The general location of the Four (4) Bridge Facilities corresponding to the location of Toll Collection Services are as follows:

1. Betsy Ross Bridge Administration Building in Pennsauken, New Jersey
2. Benjamin Franklin Bridge Administration Building in Camden, New Jersey
3. Walt Whitman Bridge Administration Building in Philadelphia, Pennsylvania
4. Commodore Barry Bridge Administration Building in Bridgeport, New Jersey

C. SPECIAL INSTRUCTIONS TO PROPOSERS

Qualification of Proposers

Each Proposers submitting a Proposal to DRPA shall provide with the Proposal, a qualification statement indicating the following information:

A. The Proposers must:

1. Maintain a local office within fifty (50) miles of Philadelphia that has been in continuous operation for a minimum of five (5) years. Proposers shall provide the address of its local office.
2. Operate a business with a primary function of providing Part-time and Temporary help personnel on a contractual basis.
3. Operate a business and service organization of suitable size and staff to accommodate the Contractual Agreement requirements of DRPA.
4. The temporary employment agency must be properly and legally licensed to transact business in the State(s) where the services are to be performed and in which it will operate and will supply Part-time and Temporary Toll Collectors required by DRPA whose specific skills are listed in Section 2, Technical Provisions.
5. Provide accurate and timely billings suitable for compatible reconciliation with DRPA records and basic audit.
6. Provide an Account Representative assigned to coordinate and monitor contractual activity.
7. Have a similar contractual experience acceptable to DRPA.
8. Certify that the Proposal Price(s) include all costs incident to the performance of the services is in complete accordance with the Specifications, General and Technical Provisions of this Request for Proposal.

B. The Proposers shall submit its hourly rate with the Proposal for the Part-time and Temporary Toll Collector skills defined in Section 2, Technical Provisions. DRPA does not pay overtime for the Part-time and Temporary Toll Collector Services provided.

C. The Proposers shall identify in Section 3, Proposer's Proposal, whether the following courses and training programs listed below are routinely taught or provided to its employees selected for assignments as Part-time and Temporary Toll Collectors for DRPA:

1. Safety and Safety Hazards in the workplace. (State whether each employee is issued a Safety Policy book which he/she keeps for the duration of his/her assignment to DRPA)

2. Lifting Safety
3. Drugs and Alcohol in the Workplace
4. Violence in the Workplace
5. Control of hazardous energy sources
6. Sexual Harassment/Sexual Discrimination
7. Discrimination and harassment based on race, color, religion, national origin, age, genetic information and non-job-related disability
8. Proper Computer and E-mail Usage

The aforementioned information shall be considered, among other factors, in determining whether a Proposer is a responsible Proposer.

Selective Item Proposals

Selective item Proposals are prohibited, and the Proposers must submit a Proposal for all items described in Section 3, Proposer's Proposal.

Funding

This procurement is subject to DRPA's Operating Budget Procurement funding and accordingly may be subject to expenditure limitations.

This RFP is intended to outline the Authority's expectations for services to be provided. However, this RFP does not purport to define all services that may be needed in connection with the Project.

D. TERM OF ENGAGEMENT

The initial term of the Agreement shall be for **three (3) years, with two (2) one (1) year exercisable options**, at the DRPA's sole discretion, from the Notice to Proceed.

E. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A **non-mandatory Pre-Proposal Conference** will be held on **Tuesday, July 20, 2021 at 2:00 pm EST. via teleconference.** Conference number will be provided to firm requesting access. Proposals will be accepted only from firm(s) who received project access via the SAP Ariba System.

There will be a Site Visit immediately following the Pre-Proposal Conference. Proposers may attend the site visits as part of their review of the scope for this RFP. The Visitor Indemnity Agreement (“Exhibit C”) **MUST** be filled out and submitted prior to the site visit.

The site visit will be schedule upon request.

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SECTION II

TIME REQUIREMENTS

ANTICIPATED SCHEDULE	
<i>Activity</i>	<i>Completion Date</i>
RFP Issued	July 12, 2021
Non-mandatory Pre-Proposal Teleconference	Tuesday, July 20, 2021 at 2:00 pm EST
Questions due	Tuesday, July 27, 2021 at 4:00 pm EST
Answers provided	July 30, 2021
Proposals Due*	Tuesday, August 10, 2021 at 2:00 pm EST
Anticipated Board Approval	September 2021
Estimated Expiration of PA and NJ Governor's Veto Period	October 2021
Anticipated Commencement Date of Services**	October 2021

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**** Following DRPA's Issuance of Notice to Proceed**

SECTION III

SCOPE OF SERVICES

The successful firm (the “Contractor”) shall supply and furnish all professional, technical and other services, and all labor, materials, equipment and supplies necessary (except as specifically provided otherwise) to accomplish and perform in a satisfactory and proper manner, as determined within the sole discretion of the DRPA, the provision of Part-time and Temporary Toll Collectors as described below. These Services shall be performed at such times, dates, and locations as the DRPA shall designate to the Contractor by reasonable notice, and the Contractor agrees to devote its best professional efforts to providing said services in a high-quality and expeditious manner.

A. Purpose

The purpose of these Technical Provisions is to establish the framework for communications, procedures, reporting, and contractual activity between the DRPA and Contractor to supply Part-Time and Temporary Toll Collectors necessary for project, operational and administrative management along with direct personnel, including but not limited to, toll collectors, equipment and supplies relating to the aforementioned personnel, as required by DRPA.

Contractor will provide DRPA with the following services, as it relates to toll collectors:

1. Recruiting, Interviewing, Selection, Hiring
2. Personnel and Administration
3. Uniforms and ID Badges
4. Training
5. Manager on Site
6. Shift Scheduling, in accordance with DRPA requirements
7. Time Record Keeping, Tallying and Payroll Performance
8. Evaluations
9. Counseling and Discipline, including reprimands, suspensions and terminations

B. Recruiting

Contractor is responsible for recruiting efforts to identify employees whether through classified advertising or whatever other mechanism it chooses. DRPA will provide all job descriptions including minimum qualifications to meet job requirements for all positions required. Contractor will satisfy the following criteria:

- Contractor shall recruit from Pennsylvania and New Jersey;
- Contractor shall contact local public assistance agencies for assistance in providing employment opportunities for the unemployed, underemployed, displaced homemakers, the handicapped, and other qualified applicants;
- Contractor will institute recruiting efforts that will reach out to the minority population.

C. Interviewing, Selection, Hiring

All interviewing and selection activities will be conducted by Contractor's personnel and on Contractor's premises.

Contractor will ensure in writing that candidates to be hired successfully pass the following agreed upon testing instruments, as applicable:

Skills Testing: Contractor shall ensure that all candidates to be hired are given, and that successful candidates pass, a validated skills assessment tool(s) that sufficiently measures and verifies a candidate's ability to perform all of the skills required to be performed by toll collectors as set forth in the DRPA toll collector job specification to be provided by the DRPA and which may be amended from time to time as deemed necessary by the DRPA. Specific skills to be tested and assessed by Contractor shall include, but not be limited to the following: 1) basic math, including the ability to make change, 2) grammar and spelling, and 3) customer service. The DRPA reserves the right to review any and all skill assessment tools and other testing instruments used by Contractor to select toll collectors to ensure compliance with this requirement.

Drug and Alcohol Screening: Ten Panel drug testing is required for all prospective Toll Collectors.

Criminal Background Check for All Prospective Toll Collectors: Contractor shall provide a detailed description of the scope, method, extent, frequency and sources to be utilized in establishing the criminal background check process within the Proposal for this engagement.

Copies of drug screening and criminal background checks will be forwarded by Contractor to DRPA for each employee working on DRPA property. The Contractor's employee will not be permitted to work on DRPA premises until after submittal and acceptance by DRPA of these testing instruments.

The costs related to criminal background checks and drug/alcohol screening and skills testing are business expenses to the Contractor and are not billable to DRPA. Such costs would be included as Contractor deems suitable within their Price Proposal.

D. Personnel and Administration

- a. To ensure proper performance of the Services to be provided pursuant to this Project, Contractor warrants that all personnel (hereinafter referred to as “Contractor’s employees” or “employees of Contractor”) assigned by Contractor to perform the Services are fully qualified and authorized to perform such Services under applicable state and local laws. Employees of Contractor shall devote such time, attention, skill, knowledge and professional ability as is necessary to efficiently perform the required Services. On DRPA’s request, Contractor shall supply a resume or employment application of the employees whom it proposes to assign to this Project. DRPA shall reserve the right to review and approve or disapprove the Contractor’s proposed applicants before the Contractor is permitted to hire any Part-Time or Temporary Toll Collectors for this Project.
- b. The relationship of DRPA and Contractor is and shall be that of customer and independent contractor, and no liability or benefits, such as worker’s compensation, pension rights or liabilities, insurance rights or liabilities arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party’s agents or employees with respect to DRPA as a result of the performance of the Services. No relationship other than that of independent contractor shall exist or be implied between the parties or either party’s agents or employees and Contractor agrees to hold DRPA harmless from such claim and any costs or expense related thereto.
- c. To ensure the success of this Project, Contractor will assign a Project Manager. The designation of any new Project Manager shall be subject to the approval of DRPA.
 1. The Project Manager shall, in addition to his/her other duties, act as a liaison between DRPA and Contractor. Services to be performed by Contractor shall be done in cooperation with the designated DRPA Toll Manager. The Project Manager will supervise the activities of the Contractor’s employees. All Contractor employees will report to the Project Manager concerning all employment and schedule related matters and shall report to the on-site DRPA Plaza Supervisor on all on-site operational matters. On-site DRPA Plaza Supervisors shall supervise and have final authority on operational matters concerning Contractor’s employees while on duty.
 2. Monthly meetings shall be held through the duration of the Agreement to provide DRPA and contractor oversight and coordination of operational and administrative matters. Attendees shall include the Contractor’s Project Manager(s), Contractor’s Company Executive, DRPA Bridge Operations Management and DRPA Cash Assurance Department.
 3. The Project Manager will coordinate the Contractor’s employees’ Project schedules and will monitor their performance goals. The Project Manager shall submit reports as required by DRPA. The reports shall be signed by an authorized officer or designee of Contractor. In all cases in which an employee

of Contractor must be replaced for any reason, Contractor shall promptly supply a replacement to the Project who is acceptable to DRPA.

- a. Contractor agrees to allow representatives of DRPA to make periodic inspections/visits for the purpose of ascertaining that Contractor is properly performing the Services required by its Agreement. Such inspections/visits shall be made at any time during normal business hours of Contractor.

If, in the course of such inspections/visits, the representatives of DRPA should note any deficiencies, they shall be reported in writing promptly to Contractor. Contractor agrees to remedy promptly and correct any such reported deficiencies when so notified by DRPA.

- b. Notwithstanding the foregoing, DRPA shall take no action or refuse to give approval which action or refusal would require Contractor to violate provisions of its Agreement.
- c. It may become necessary from time to time for the DRPA, its employees and/or contractors to perform work in or around the toll collection area. To expedite said work in a safe manner, the DRPA will expect the full cooperation of Contractor and its employees.

E. Uniforms

Contractor shall provide all toll collectors with the following uniform attire: burgundy polo winter shirts; burgundy polo summer shirts; dark blue mock or turtle neck; dark blue jacket; plain dark blue baseball cap; plain dark blue watch cap; black slip & oil resistant safety shoes or boots and safety vest conforming to ANSI Class 2 reflectorized, 5-point breakaway vest. Each collector will be required to wear, and shall provide, dark blue trousers. In the event of a change in an item of the uniform attire as determined by DRPA, DRPA shall provide Contractor with an appropriate quantity of designated items to be replaced at DRPA's sole discretion.

DRPA will not be responsible for replacing worn out, damaged or lost attire. Contractor shall be responsible for ensuring that its toll collectors are equipped with the appropriate attire at all times.

Contractor will provide for the coordination and administration of the uniforms and shall advise all its toll collectors that they are required to wear the approved, appropriate uniform as established by the DRPA at all times, and that they are responsible for the upkeep and maintenance of their uniforms.

F. ID Badges

Contractor shall provide individual photo ID badges to all Project Management personnel, and Part-Time and Temporary Toll Collectors assigned to the Bridge Facilities. ID Badges should include the individual's name, company name and primary contact with their phone number. Contractor shall require their personnel to wear ID Badges at all times on DRPA premises.

G. Training

Contractor will conduct all DRPA operational training for Toll Collectors once they are identified as a new hire. DRPA will provide training documentation and necessary tools required by Contractor. It is understood that training will be based on DRPA's Standard Operating Procedures. Training should include a minimum of one (1) day classroom training and a minimum of four (4) days "hands on" training processing traffic and toll within the toll lanes to assure reasonable proficiency. Trainees shall be identified to DRPA in advance on the weekly schedule roster. Trainees shall not start active duty until all training is completed and approved by DRPA.

The direct hourly cost of training Contractor's Toll Collector personnel shall not be directly born by DRPA and are not billable hours. Such costs are business expenses to the Contractor and would be included as they deem suitable in their Price Proposal.

It will be at the discretion of the Contractor's Project Manager to assign their Toll Collectors for training. If there are multiple individuals requiring training at the same time, the Project Manager could have them assigned to the Contractor's Part-time or Temporary Toll Collectors working within the toll lanes for the trainees' 4 days of hands-on training. The Project Manager can also consider having their Part-time or Temporary Collectors at other facilities do the hands-on training at the trainees' assigned facility and then assign their Toll Collector to the necessary bridge.

H. Shift Scheduling

1. Part-Time Toll Collectors:

Contractor will provide Part-Time Toll Collector staffing in accordance to DRPA requirements for weekend and holiday shifts as established by DRPA. The use of Part-Time Toll Collectors shall include the additional options of: 1) Part-Time Toll Collector staffing to fill a Toll Collector tour of duty on a shift when no DRPA full-time Toll Collector volunteers from any bridge to fill such tour of duty on an overtime basis, and ; 2) Part Time Toll Collector staffing to work in any emergency situation (an emergency being defined as a situation requiring the immediate filling of an entire or partial tour of duty for which only a Part-Time Toll Collector is immediately available and present at the work site) until a DRPA full-time Toll Collector reports for duty after being called in. The use and activation of the additional optional staffing shall be at the sole discretion of DRPA management. In addition to the roster of regularly scheduled Part-Time Toll Collector employees of Contractor, Contractor also shall provide to DRPA a list of "standby" employees to be utilized in the event of the absence or lateness of a regularly scheduled employee. A four (4) hour minimum is required to be paid by DRPA to Contractor for Contractor's employees who are scheduled for peak demands as requested by DRPA and are not required to work. Employees of Contractor shall be required to work no less than (4) hours per shift.

2. Temporary Toll Collectors:

Contractor will provide Temporary Toll Collector staffing on weekdays serving as temporary, fill-in substitute collectors during 8-hour shifts for DRPA full-time Toll Collectors who are sick, injured or on medical leave in excess of 14 calendar days. The use of Temporary Toll Collector staffing shall include the additional option of Temporary Toll Collector staffing for DRPA full-time Toll Collectors on military leave, jury duty commitments in excess of 7 calendar days,

disciplinary suspension in excess of 7 calendar days, training, or any other DRPA-approved leave in excess of 14 calendar days or while temporarily assigned to another DRPA department with such Temporary Toll Collector Services requested at the sole discretion of DRPA. Such use of Temporary Toll Collector staffing shall be at the outset of the aforementioned absences or any time thereafter at the sole discretion of DRPA.

3. Inadequate Staffing Penalties

In the event Contractor does not provide staffing in accordance with DRPA's requirements, Contractor shall be penalized by an amount equal to four (4) hours of Contractor's hourly rate for each collector not provided and said amount shall be deducted from Contractor's weekly invoice.

In the event the Contractor has more than (2) two Toll Collectors within the same shift that are scheduled to work "back to back" shifts (that is, scheduled for one shift and then also scheduled for the shift immediately following that shift) Contractor shall be penalized by an amount equal to (2) two hours of the Contractor's hourly rate for each such scheduling event. Said amount shall be deducted from Contractor's weekly invoice.

In the event the Contractor does not have a Standby Toll Collector physically on property to cover the entire shift of a Collector that has not reported for duty, the Contractor shall be penalized by an amount equal to (4) four hours of the Contractor's hourly rate for each event. Said amount shall be deducted from Contractor's weekly invoice.

I. Time Record Keeping, Tallying and Payroll

Time and attendance records will be maintained, calculated and processed by Contractor. Contractor will maintain daily reports on employee absences, tardiness, request for leave, etc. Contractor will provide all payroll services for its employees.

J. Performance Evaluations

Contractor will do an appraisal of each employee within the first thirty (30) days after an employee is hired, and within other regularly scheduled intervals. Contractor will monitor employee work habits as they relate to accuracy, customer service and security of collections as prescribed in the Standard Operating Procedures. Proposers must describe in their Proposals the incentives used to keep quality Toll Collectors on the job and maintain low turnover ratios.

K. Counseling, Reprimand and Termination

Contractor will conduct required disciplinary measures as described in the Standard Operating Procedures. Contractor will provide DRPA with documentation on any discussions with the employee regarding infractions and the resultant disciplinary action taken.

Proposers are required to provide a description of their policies, procedures disciplinary consequences related to tardiness, "No Shows", improper work attire, refusal to work, stand-by and other disciplinary matters in their Proposals.

L. Standard Operating Procedures

It is understood that the Scope of Services/Work will incorporate the full and complete Standard Operating Procedures for Toll Collections of the DRPA (the “Toll Manual”), a copy of which is made part hereof. DRPA will provide written documentation to Contractor any time the Toll Manual is amended.

M. Services

Contractor will provide DRPA with the Services in accordance with the terms and conditions of the final, executed Agreement and DRPA’s Standard Operating Procedures.

N. Equipment and Supplies

Contractor will provide all equipment and supplies necessary to accomplish the purpose of the Project, including a personal computer, printer, fax machine, telephone service, mobile phone and office supplies.

DRPA will provide office space, desks, chairs, tables, lamps/lights, electricity, and where appropriate, software.

Contractor shall provide counterfeit pens (used to help detect counterfeit currency) based on DRPA specifications for use by Contractor’s employees while performing toll collection duties.

Notwithstanding the above, if DRPA provides Contractor and/or its employees any equipment to be used in furtherance of Contractor’s performance (e.g. money trays, vests), Contractor agrees to reimburse DRPA for any such equipment that has been damaged, lost or stolen while in the possession of Contractor and/or its employees. The DRPA shall provide Contractor a list and schedule of value for equipment and supplies for reimbursement to DRPA in the event of damage, loss or stolen items. DRPA Toll Plaza Supervisors will make every reasonable effort to collect all equipment from Contractor’s employees at the end of each shift.

O. Communications

Contractor’s Project Manager will coordinate the activities for the Project. The Project Manager shall be available on both a regular and emergency basis as it relates to fulfilling the terms of the Project. The Project Manager, as well as operational and administrative support personnel, will be provided office space, as needed, at the DRPA administration facility located near the Benjamin Franklin Bridge.

The Project Manager will serve as a communications link with the designated DRPA Contract Manager and all DRPA management at the project site(s) to ensure that all questions and issues are handled on a timely basis. The Project Manager or its designee shall be available on-call on a 24-hour, 7 day a week basis.

DRPA Management, or its designee, will communicate with Contractor immediately should an employee of Contractor:

- A. Suffer a job-related injury;
- B. Require job suspension or termination.

The Contractor is responsible for all follow-up and administrative procedures associated with its employees' injuries, disciplinary actions, suspensions or terminations.

A. Undercharges/Shortages

If any employee of Contractor, due in whole or in part to negligence or willful misconduct, charges a patron less than the applicable rate, fails to collect or is short of funds in his/her daily reconciliation, the amount by which the actual charge is less than the authorized charge shall constitute a shortage. An employee's failure to turn in his/her revenue bag at the end of the shift shall also constitute a shortage.

A statement documenting shortage incurred by employees of Contractor at each DRPA bridge facility will be sent by the DRPA on a weekly basis to Contractor for restitution. Contractor shall be responsible for the restitution of all employee shortages incurred, including shortages of employees who have separated from Contractor unless Contractor has never been notified of such shortage by DRPA, or if said notification is not given to Contractor within twenty-one (21) days of the date on which the shortage was incurred.

Within seven (7) days of receipt of said notification of shortage, Contractor shall inform DRPA of any questionable shortage. If no questions are raised by Contractor within seven (7) days, all monies due, as determined by DRPA, shall be electronically wired into the account of the DRPA or paid by check to the DRPA by Contractor within fourteen (14) days of Contractor's receipt of notification of the shortage.

Contractor will conduct established, agreed upon employee disciplinary actions to address shortages.

For general informational purposes, the Part-time Toll Collector and Temporary Toll Collector overall shortage amounts experienced over the following 2-year period (2018 and 2019) are as follows:

In 2018, total shortages were \$ 2,819.38

In 2019, total shortages were \$ 2,810.19

Reporting

In addition to the report on collection shortages already referenced, DRPA will also track any patron or DRPA employee complaints and provide Contractor copies or incident reports for disciplinary action and employee filing.



Contractor will immediately report to DRPA if any employee of Contractor files a complaint against or has any problem with any DRPA employee.

Other Services

Both parties agree that the DRPA (by its Chief Executive Officer or Board of Commissioners as provided by DRPA governing documents) may, by written directive, without invalidating the Agreement, make changes in the Scope of Services consisting of additions, deletions, or other modifications in the method or manner of performance. The Contract Sum and Time of Performance may, where applicable, be increased or decreased in connection with such changes in the Scope. However, any change in the Scope of Services shall be first mutually agreed upon, in writing by the parties.

Additional Requirements and Conditions Required of Contractor

DRPA reserves the right to request that Contractor remove or not assign any particular Toll Collector to work at DRPA for any reason or for no reason stated.

Furthermore, DRPA requires that Contractor review in advance with DRPA and obtain prior approval from DRPA Bridge Operations management before any proposed hiring of Part-time or Temporary Collectors that were former DRPA full-time employees. DRPA also reserves the right to request that a particular Toll Collector who has been assigned to work at DRPA continue in that assignment if possible, in order to limit the amount of training time required by DRPA and its officers and employees.

DRPA will supply Toll Collector with monetary change, forms, etc., necessary to conduct Toll Collection operations. All issues shall be and remain the property of DRPA.

Manager on Site

Contractor shall provide a Supervisor at each Bridge to ensure all Contractor's employees arrive on time and are in their full, proper uniform, and take their respective stations. Contractor's Project Manager shall assure that a Supervisor or a designated, responsible lead collector shall be on-site at each Bridge Facility before each regularly scheduled shift change on weekends and holidays in order to facilitate a smooth staffing transition and to address the aforementioned employees' arrival, uniform and stationing.

In the event Contractor's employees do not report to work locations on scheduled times and dates, or leave work locations prematurely, the Contractor's Supervisor will arrange to fill the vacant employee's position for that particular shift.

Job Description

Collects toll at the facilities of the Authority and is responsible for Authority funds and accountability of such funds as further described below and in the DRPA Toll Collector job description which will be provided to Contractor and which may be amended from time to time as determined by the DRPA.

A. Primary Accountabilities

1. Collects tolls and is accountable for correct financial transactions.
2. Promotes good job relationships and extends courtesy to DRPA patrons under all circumstances.
3. Reports toll violations and unusual situations and malfunctions of equipment to the Plaza Supervisor and cooperates with DRPA Public Safety as required.
4. Responsible for complying with DRPA Policies, Rules and Regulations.

B. Primary Tasks and Relationships

1. Collects toll accurately.
2. Makes change and issues receipts to motorists.
3. Separates scrip, coin, and bills into proper denominations for deposit.
4. Answers questions and gives directions to patrons in a courteous and efficient manner.
5. Maintains neatness in attire and maintenance of items issued.
6. Reports any abnormalities to Plaza Supervisor or DRPA Public Safety.
7. Assists Plaza Supervisor as needed.
8. Performs other related duties as required and assigned.

C. Nature and Scope/Major Challenges

1. Collects toll at the Bridge Facility assigned efficiently and courteously while maintaining good public relations at all times, and complying with all DRPA rules and regulations.
2. May be assigned to one or more of multiple weekend/holiday toll shifts and/or one of three weekday toll shifts and/or peak periods.
3. May be required to work at other Bridge Facilities.
4. May be required to work under adverse weather and environmental conditions - such as heat, cold, rain, snow and dust.
5. May be required to work overtime as determined by Contractor. (Note that DRPA does not pay overtime and only pays straight time rate for all work by Contractor's employees)

General

- A. Contractor shall hire sufficient persons to fill each position regularly, reliably and at times required.
- B. Contractor is responsible for recruiting, hiring and compensating all Part-time and Temporary Toll Collector personnel provided to DRPA, and may charge a fee to do so. In the event that qualified applicants apply directly to DRPA, DRPA may in the appropriate case refer them to Contractor but shall have no responsibility to do so.
- C. The Contractor shall not have any responsibility associated with depositing toll funds into a bank. The toll revenue collected by Part-time and Temporary Toll Collectors are placed directly into a DRPA depository and picked up by a DRPA hired armored truck service to be transported, counted and deposited in a DRPA bank account. The Part-time/Temporary Collector Contractor responsibility is for their employees to collect toll revenue and make the drop into the depositories.

General Orientation

On the first day of their work assignment at DRPA (after all training has been completed by the Contractor), the Contractor shall be responsible for assuring that all Part-time and Temporary Toll Collector employees shall be provided a general orientation to the DRPA operation, a review of their job function(s) and DRPA Policy and Procedures that may apply in their work activities. A safety orientation specific to hazards that may be encountered by Part-time and Temporary personnel will be provided by the Contractor's Project Manager or its designee with as-needed support from DRPA supervisors/management or DRPA's Bridge Director of the Bridge Facility at which the Part-time or Temporary employee is working. A DRPA Toll Manual, Work Rule book and relevant DRPA Policies will be supplied to the Contractor to assist in orientation, training and guidelines for their employees.

Equal Employment Opportunities

DRPA shall provide the Contractor with copies of the most current edition of the Authority's "Policy Prohibiting Sex Harassment" and its "Policy on Harassment not related to Sex" and "Zero Tolerance Policy for Harassment, Violence or Threats of Violence" for distribution to Part-Time and Temporary Toll Collector employees during the Contractor's orientation sessions. The Contractor's employees shall sign a form acknowledging that he/she received all the policies. The signed acknowledgement form must be maintained by the Contractor in their files.

Duty Hours

All Part-time and Temporary Toll Collectors will be scheduled duty hours and days according to DRPA's requirements. The duty hours may be varied from time to time by DRPA. Contractor's employees accepting Part-time and Temporary assignments with DRPA are advised that: (1) hours and days are not guaranteed and (2) they may be called upon to work selected weekends and holidays. Shift work may be varied as required by DRPA's needs.

In general, there are three (3) different shifts at each Facility. They are typically 10:00pm to 6:00am; 6:00am to 2:00pm; and 2:00pm to 10:00pm. On the weekends and holidays, some Facilities use a 10:00pm to 2:00am and/or 10:00am to 2:00pm to supplement the other shifts. Such supplemental time periods are subject to change by DRPA based upon operational requirements. It should be noted that there is no pay differential for late evening/ early morning shifts.

The Contractor's Project Manager shall give notice to the on-site Plaza Supervisors of schedule changes and/or employee replacements at least two (2) hours before their scheduled start time to permit rearrangements of schedules.

Minimum Wage Requirements

Contractor shall pay all employees providing Services to the DRPA in connection with the Agreement no less than \$12.50 per hour (“Minimum Compensation”). Beginning on July 1, 2019, and annually thereafter for the term of the Agreement, the minimum wage shall be increased by \$0.50 per year until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland.

Nothing in the foregoing provision shall be construed to contravene or supersede:

- 1.) Any state or federal law or collective bargaining agreement; or
- 2.) Any state or local policy requiring a covered employee to be paid more than the hourly wage set forth in the foregoing provision.
- 3.) The foregoing provision shall also not be applicable when it may jeopardize the receipt of federal funds.

The foregoing provision shall also not be applicable when it may jeopardize the receipt of federal funds.

Overtime for All Part-Time and Temporary Help Employees

DRPA does not pay overtime. DRPA pays straight time rate for all work.

Staffing Estimates

Part-time Collectors work weekend and Holidays. Part-time Collectors may also work in emergency situations (i.e. as an emergency call-in when there are no DRPA Toll Collectors available for overtime). Temporary Toll Collectors work to fill in for injured, sick or absent (jury duty, military leave, disciplinary suspensions, training, special reassignments) DRPA fulltime Toll Collectors during the week. The amount of temporary Toll Collectors varies highly depending upon the level of DRPA fulltime Collector sick, injured or absent situations. For Proposer general information purposes only, below are the total Part-time and Temporary Collector hours used in 2019. DRPA will not guarantee that the hours for the new proposed contract period will increase or decrease.

At the Betsy Ross Bridge for 2019 – The Part-time hours totaled 7,285 and the Temporary hours totaled 1031.75.

At the Benjamin Franklin Bridge for 2019 – The Part-time hours totaled 15,117.50 and the Temporary hours totaled 999.75.

At the Walt Whitman Bridge for 2019 -- The Part-time hours totaled 16,244 and the Temporary hours totaled 1,192.



At the Commodore Barry Bridge for 2019 -- The Part-time hours totaled 7,357 and the Temporary hours totaled 1,575, overtime 43.

Proposer's Proposal

To the Delaware River Port Authority of the Commonwealth of Pennsylvania and the State of New Jersey:

The undersigned*

If this Proposal is accepted, does hereby agree to enter into a Contract, and, when duly executed by the parties, shall constitute the Agreement with the Delaware River Port Authority at the prices given in the Schedule of Quantities, Prices and Total Proposal.

The undersigned Proposer declares that he has carefully examined the sites of the Services described herein; has become familiar with the local conditions and the character and extent of the Services; has carefully examined the Plans and Specifications governing the Services; the Request for Proposals, the Proposal Form and thoroughly understand their stipulations, requirements and provisions.

The cost of any Work performed, materials furnished, Services provided or expenses incurred for Work called for in the Contract Documents but for which no special pay item has been provided for in the Schedule of Quantities, Prices and Total Proposal, all shall be deemed to have been included in the Prices Proposal for the various items in the Proposal.

If this Proposal is accepted, the undersigned will, within ten (10) days after delivery of notice and agreements from DRPA, execute the Agreement and return same to DRPA.

*The Proposer's name and address must be inserted here and, in case of a firm or partnership, the name and address of each and every member of the firm or partnership must be inserted. In case a Proposal shall be submitted by or on behalf of any corporation, the complete legal name and address of such corporation and the State where incorporated must be written here, together with the names, addresses and titles of the principal officers of the corporation, together with the names and addresses of the officers of the corporation who are authorized to act on behalf of such corporation.

DRPA or the Contract Manager may cause any notice and return of Proposals or Addenda for the undersigned to be delivered or sent, postpaid, by mail to:



Acknowledgment is hereby made of the receipt of Addenda as follows: (If none received, please write in "none")

The undersigned states that there are no persons interested as principals in this Proposal other than those named herein.

This Proposal is made without any connection with any other person making a Proposal or Proposal for the same purpose and is, in all respects, fair and without collusion or fraud.

(Proposer's Name, if a Corporation) (Proposer's, if an Individual or Partnership)

By: _____ By: L.S.
President

(Corporate Seal)

Date: _____



Schedule of Quantities, Prices and Total of Proposal

Part-Time Toll Collectors	YEAR 1 Hourly Rate	YEAR 2 Hourly Rate	YEAR 3 Hourly Rate
Unburdened Labor			
Taxes			
Vacation/holiday/insurance			
Training			
Worker's Compensation			
Direct Cost			
Fee for Service			
Bill Rate			
1% discount for payment within 14 days of invoice			
Subtotal for Job Description			
TOTAL FOR TERM OF AGREEMENT FOR PART-TIME TOLL COLLECTORS			

Temporary Toll Collectors	YEAR 1 Hourly Rate	YEAR 2 Hourly Rate	YEAR 3 Hourly Rate
Unburdened Labor			
Taxes			
Vacation/holiday/insurance			
Training			
Worker's Compensation			
Direct Cost			
Fee for Service			
Bill Rate			
1% discount for payment within 14 days of invoice			
Subtotal for Job Description			
TOTAL FOR TERM OF AGREEMENT FOR TEMPORARY TOLL COLLECTORS			

When advertising for prospective Toll Collectors DRPA's name may be used.



CERTIFICATE OF STANDING

The undersigned _____ (insert either "IS NOT" or "IS") suspended, debarred or disqualified from doing work for any local, municipal, county, state or federal agency or instrumentality.

If the response to the above is in the affirmative (i.e., "IS"), the following information is to be provided.

I. State the full name of the agency or instrumentality originating each suspension, debarment or disqualification and indicate the period of such suspension, debarment or disqualification:

NAME FROM TO

A. _____

B. _____

C. _____

D. _____

II. State the reasons/circumstances for each of the above listed suspensions, debarments or disqualifications:

A. _____

B. _____

C. _____

D. _____



III. State the name of the individual(s) involved in said suspension, debarment or disqualification. Identify his present position with your company. If such person(s) is no longer employed by you, identify all business relationships between you and/or your company and said persons(s).

A. _____

B. _____

C. _____

D. _____

(If additional space is needed, use the reverse side or additional page.)

Name of Company

By: _____ (Seal)

Title: _____

I, _____, being duly sworn

according to law depose and say that I am _____

(insert title)

of _____ and that the facts contained

(Name of Company)

in the foregoing Certificate of Standing are true and correct to the best of my knowledge, information and belief.

Signature

Sworn to and subscribed before me this _____ day of, 20__.

Notary Public

Billing to DRPA

The Contractor will invoice DRPA on a weekly basis using a billing format that shall compare to sellers' time work record. The time work record for each Part-Time and Temporary Toll Collector shall be approved by a designated DRPA Supervisor.

Payment to Contractor

DRPA will pay the Contractor the amount stated for each approved invoice, corresponding to hours worked Net 30 days after DRPA's receipt of the invoice.

Hiring of Part-Time and Temporary Help Personnel

Contractor agrees that DRPA has the right at any time during the contract term or anytime thereafter to hire as permanent employees any qualified Part-Time and Temporary Toll Collector personnel provided by Contractor to DRPA notwithstanding any Covenant not to Compete or agreement similar thereto between Contractor and the Part-Time or Temporary Toll Collector. There shall be no cost to the Authority for any qualified temporary help personnel who are hired on a permanent basis.

Governing Law

The laws of the State of New Jersey shall govern the validity, interpretation, construction, and performance of these terms and conditions.

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SECTION IV

PROPOSAL REQUIREMENTS

A. GENERAL INFORMATION

1. Examination by Proposers

Proposers must examine all documents provided by the Authority in connection with this RFP, as referenced in the Scope of Services, and make their own estimates in connection with provision of the Services. Failure by the Proposer to get acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the difficulty or cost of successfully performing the Services. The DRPA assumes no responsibility for any conclusions or interpretations made by the Proposer on the basis of the information made available by the DRPA.

2. Proprietary Information

All Proposals, plus supporting and/or subsequent materials, will become the property of the DRPA and will not be returned.

All portions of a Proposal, and the RFP, may be considered as a part of any awarded Contract and will be incorporated therein by reference.

All restrictions on the use of data contained within a Proposal and all confidential information must be clearly designated as such within the Proposal. Proprietary information submitted in a Proposal or response to the RFP, will be handled in accordance with the DRPA's Right-to-Know/Open Records Policy available for review at <http://www.drpa.org/about/records.html>.

To the extent permitted by law, the DRPA intends to withhold the contents of the Proposals from public view until such time as the DRPA determines, in its sole discretion, that competitive or bargaining reasons no longer require non-disclosure. At that time, all Proposals will be available for review in accordance with the DRPA's Right-to-Know/Open Records Policy.

3. Withdrawal of Proposals

A Proposal, after having been submitted, may be withdrawn by the Proposer prior to the deadline set for Proposal submission upon the presentation of a written request for such withdrawal to Amy Ash, Manager of Contract Administration, with a copy to Siata Freeman Sheriff, Contract Administrator to the Delaware River Port Authority, One Port Center, 2 Riverside Drive, Camden, NJ, 08103-1949. No withdrawal of Proposals will be allowed after the submission deadline even though Proposals may not have yet been opened.

4. Right of the DRPA to Amend the RFP

An amendment to the RFP may become necessary in order to make changes in requirements, delivery schedules, opening dates, and the like, or to correct defective or ambiguous information. When such a change becomes necessary, it will be accomplished by issuance of an Addendum to the Solicitation documents. Such an Addendum will be sent to each Proposer to whom the RFP has been furnished. The Addendum will be issued in a reasonable time before the scheduled receipt of Proposals in order to allow Proposers sufficient time to consider the Addendum in their Proposals. The Addendum will clearly state the changes made and whether or not the Proposal Due Date is changed. The Addendum will include instructions to the Proposers for acknowledging receipt of the Addendum and information concerning the effect of failure to acknowledge or return the Addendum.

5. Right of the DRPA to Reject Proposals

The DRPA reserves the right to reject any or all Proposals in its sole discretion. The DRPA also reserves the right to waive any informality or error in the Proposals received, to award the Contract only to a Proposer experienced in this class of work whose Proposal is deemed by the DRPA to be most advantageous to the public's interest and to negotiate with any or all Proposers who submit Proposals in response to this RFP. In addition, the DRPA may at any time revoke this RFP in its sole discretion and without assuming any liability in connection with its issuance and/or revocation.

The provisions of the RFP are made for the benefit of the DRPA and no right shall be deemed to accrue to any person making a Proposal by reason of the submission of any proposal, or by the waiver or non-enforcement of any provisions or requirements of the RFP or by reason of any term or terms hereof.

Proposals which are incomplete, conditional, or wherein Proposal prices for the several items of the Services are unbalanced may cause the DRPA to reject the Proposal. This provision is not, however, in any way to limit or detract from the generality of the above reservation of rights.

6. Protest Procedures

a. Who May File the Protest

A Proposer or prospective Proposer who has a grievance in connection with the solicitation or award of a contract may file a protest. Protests relating to cancellation of all bids or Proposals are not permitted.

b. Time for Filing

- (1) A protest by a prospective Proposer must be filed before the time set for Proposal Opening and/or the Proposal Due Date.
- (2) If a protest is filed by a Proposer, the protest must be filed within **SEVEN (7) CALENDAR DAYS** after the protesting Proposer knew or should have known of the facts giving rise to the protest. **IN NO EVENT, HOWEVER, MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT IS AWARDED.** The contract award date is defined as the expiration of the New Jersey's and Pennsylvania's Governors' veto period after award of the contract by the DRPA's Board of Commissioners.
- (3) Untimely protests shall not be accepted and shall be disregarded.

c. Form of Protest

- (1) A protest must be in writing and filed with the DRPA's Director of Procurement.
- (2) A protest must state all grounds upon which the protesting party asserts that the solicitation or award is improper, as well as the remedy sought by the protesting party. Issues not raised by the protesting party within the deadline for filing are deemed waived by the protesting party.
- (3) The protesting party shall submit with the protest any documents or information deemed relevant by the protesting party, as well as any requests for DRPA documents the protesting party deems relevant to the protest.

d. Investigation

Upon receipt of the protest, the DRPA's Director of Procurement will appoint a Protest Officer who will be a Manager or other employee in the Procurement Department with the requisite procurement knowledge, as designated by the Director of Procurement.

The Protest Officer shall review the protest and supportive documents and issue a written report and decision to the Director of Procurement within five (5) business days of the appointment, where feasible. The Protest Officer may take any action or make any requests he or she deems necessary in order to investigate the protest, including extending the time to issue a decision in order to obtain all evidence and other pertinent information.

DRPA may in its sole discretion, conduct a hearing in person or by telephone where it concludes that the protest cannot be resolved on the basis of the written record alone. The hearing shall be conducted by the Director of Procurement or his/her designee, the Chief Engineer or his/her designee, and/or the Deputy-CEO or his/her designee.

In cases where DRPA decides to hold a hearing, it will generally conduct a pre-hearing conference in order to review the scope of the hearing, identify the appropriate witnesses and their availability, if allowed, establish the date and location of the hearing, and discuss other logistical and procedural matters. In cases where DRPA determines that only some of the protest issues require a hearing, it will generally limit the hearing to those issues.

e. Response

Following a review of the Protest Officer's report, the results of a hearing, if conducted, and any other pertinent information, the Director of Procurement or his/her designee shall advise the protesting party of the DRPA's decision. The response shall be in writing and state the reasons for the decision.

f. Appeal

(1) The DRPA's decision will be final unless, within three (3) business days of receipt of the written decision, the protesting party files with the General Counsel a written appeal, setting forth the reasons for disagreement with the Authority's response and, if desired, requesting a personal appearance before the appropriate Committee. The General Counsel or his/her designee may take any action or make any requests he or she deems necessary in order to review the appeal, including extending the time to issue a decision on the appeal.

(2) If a personal appearance is requested, the protesting party shall appear at the next advertised, appropriate public Committee meeting, unless otherwise directed by the Authority. These meetings are open to the public and provide for public comment.

g. Review and Decision

(1) Within sixty (60) days after receipt of the appeal, the appropriate Committee, after consideration of the allegations, facts, any materials provided by the protesting party and Authority staff at prior stages of the protest shall make a determination to rebid the Contract or take such other action as may, in the opinion of the appropriate Committee, be appropriate, including recommending to the Board the award of the Contract.

- (2) The General Counsel shall advise the protesting party in writing of the Committee's recommendation and the date on which the Contract award will be considered by the Board of Commissioners.
- (3) The non-vetoed determination regarding the Contract by the Board of Commissioners, shall constitute an exhaustion of the remedies available to a Proposer at the Authority level.

B. TECHNICAL PROPOSAL REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals include the following basic format. The Proposer is expected to provide Services as outlined in this RFP and prepare its response to fully address its ability to satisfy these components. Although the DRPA is not specifying a page limit, clarity and conciseness are essential and will be considered in assessing the Proposer's capability.

The Technical Proposals are required to follow the format set forth below:

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the Proposers seeking to perform Services for the DRPA in conformity with the requirements of this RFP. The Technical Proposal should demonstrate the qualifications of the Proposer and of its particular staff to be assigned to this engagement.

In order to evaluate the firm's qualifications and ability to perform the Work specified herein, the Proposal shall, fully and in detail, discuss all items presented in the Scope of Services. The Proposal discussion should be thorough and specific to the type of Work required in the RFP.

There should be no dollar units or total costs included in the Technical Proposal document.

2. Cover Letter

The signed cover letter should be on company letterhead clearly stating the name of the Proposer, business address, telephone numbers, and e-mail address. The following information should also be provided:

- a. Introduce the firm and summarize its qualifications.
- b. Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
- c. A statement that binds the firm to the proposed Scope of Services and Cost Proposal for the term of the Agreement.

- d. Confirm acceptance of the Standard Contract Clauses, including the Insurance Requirements. These clauses are non-negotiable.
- e. Indicate whether there are any conflicts of interest that would limit the firm's ability to provide the requested Services.

3. Scope of Services

A demonstration of the Proposer's understanding of the requested Scope of Services is required as part of the Proposal. The response should outline how the Proposer plans to accomplish the required Services, any information or assistance that it expects from the DRPA to complete the requested Services, and other Services or specialties that may distinguish the abilities of the Proposer.

4. Proposer's Qualifications and Experience - The following information should be included in the Proposal:

- a. A brief description of the Proposer's qualifications for this Scope of Service and previous experience on similar or related services performed for local governmental agencies, including transportation agencies, if any. This description must include a summary of services performed, the period over which the services were completed, for whom it was performed, the location where it was performed, and the size of the Proposer's effort (i.e., cost and period of time).
- b. The names of the lead individual and all key personnel who would be directly engaged in the performance of the Scope of Services. For each of these individuals, please submit:
 - (1) A description of the individual's qualifications and background, and number of years of experience in providing similar services.
 - (2) A list of references, including a brief description of the nature of the work performed by the individual.
 - (3) The individual's experience with public agency clients and transportation agencies, if any.
 - (4) The role the individual will play in the review team. Resumes can be attached if the team is already determined.
- c. Provide contact information for three (3) references for which the firm has provided similar services within the past three (3) years. For each client submitted as a reference, Proposer shall supply a brief description of the services performed.
- d. State the Size, Structure, and Location(s) of Proposer/Firm

Provide an organization chart that identifies the proposed client management team. Identify the primary staff person who will oversee the DRPA's account and a listing of the names and titles of the staff who will support the DRPA's account and the manner in which direction and supervision shall be exercised over the team by the firm's management and primary staff person. This organization chart can be submitted only once.

C. COST PROPOSAL REQUIREMENTS

A separate Cost Proposal must be submitted, via SAP Ariba (Envelope 6). All Cost Proposals must conform to the requirements set forth on the Quotation Submission Form.

The Cost Proposal shall cover all anticipated costs of any nature incident to and growing out of the Services including, but not limited to, labor, profit, administrative and overhead fees, sub-Contractor costs, and other direct costs, including the cost of obtaining the required insurance coverages.

Proposals shall be valid for a minimum period of one-hundred eighty (180) days from the Proposal Due Date.

D. SUBMISSION OF PROPOSALS

1. Please see Ariba for Submission requirements. All Proposals must be submitted by 2:00 pm EST.

NOTE: Responses to this RFP must be submitted electronically via the Ariba Network. Faxed, e-mailed, and/or hardcopies will not be accepted. The Ariba submission requirement is mandatory and non-waivable.

1. **Political Contribution Forms:** Proposers are required to submit one (1) completed copy of the "Political Contribution Disclosure Form" and one (1) copy of the "Certification Regarding Prohibition on Contracting with Entities Who Make Certain Political Contributions Form." The DRPA's Political Contribution Disclosure Policy and the associated Forms are attached in SAP as **Exhibit B**.

The required Political Contribution Disclosure Form and Certification should be uploaded into envelop 4 labeled: "Political Contribution Forms – Part-Time and Temporary Toll Collection Services".

2. **Technical Proposal:** The Proposer must submit a binding Technical Proposal based on the Scope of Services requirements detailed in this RFP. **The Technical Proposal should be uploaded into envelope 5 labeled: "Technical Proposal - Part-Time and Temporary Toll Collection Services".** **IMPORTANT: There should be no dollar units or total costs included in the Technical Proposal document.**
3. **Cost Proposal:** The Proposer must submit a binding Cost Proposal on the Quotation Submission Form, **Exhibit A**. **The Cost Proposal on the Quotation**

Submission Form should be uploaded into envelope 6 labeled: “Cost Proposal - Part-Time and Temporary Toll Collection Services”.

4. **Certificate of Insurance:** Proposers are required to submit a sample Certificate of Insurance evidencing the coverage types and the minimum limits required as described in Section VI of this RFP. If the minimum limits required are not met, Proposers must submit a formal and current Certificate of Insurance and accompanying letter stating that they will be in compliance with the stated insurance limits if an award is made. The DRPA requires this information to facilitate completing contract formalities in a timely manner.

All of the requirements listed above (Section IV) must be complied with in order to be considered responsive to this RFP. Failure to submit any or all of the items may subject proposer to disqualification.

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SECTION V

SELECTION PROCESS

A. EVALUATION CRITERIA

The DRPA intends to award an Agreement to the most qualified, responsible firm submitting a responsive Proposal. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a Proposal will receive in each category, the DRPA will consider the Proposal material submitted, oral interviews (if applicable), and any other relevant information about a given Proposer. The following criteria will be used in the evaluation of the Proposals:

1. Understanding and Approach 0 - 20 points

Technical Proposals will be evaluated to ensure that the Proposer has demonstrated an understanding of each of the following elements:

- a. The Proposer's understanding of the particular purpose and needs of the Project.
- b. Scope of Services. The Proposer's overall approach to achieving the Project purpose will be assessed for its effectiveness, feasibility, and responsiveness to the Scope of Services, and thoroughness.

2. Qualifications and Experience 0 - 60 points

The capabilities of each responding Proposer, as set forth in the Technical Proposal, will be evaluated in these specific areas:

- a. Experience and qualifications of proposing firm (including proposed sub-Contractors, if applicable) managing similar projects.
- b. Experience and qualifications of staff (including sub-Contractors, if applicable) to be assigned to the Project, including the proposed staff committed (identified by name), the quality of such staff, and the proper balance of relevant skills.
- c. Current workload of proposing firm and staff.
- d. Experience, qualifications, and quality of sub-Contractors to be assigned to the Project, if applicable.

3. Submission Requirements 0 - 10 points

4. Utilization of certified MBE and WBE firms 0 - 5 points

5. **Maintenance of a local office** **0 - 5 points**
Primes and Sub-Contractors location

6. **Cost Proposal**

The quotation submission forms will be evaluated by comparing each Contractor's Proposal with the Authority's estimate and other recommended Contractors' Cost Proposals, to determine a fair and reasonable price for completion of the project. Cost Proposals will not be a part of the overall evaluation process and will only be used to determine the lowest Contractor if there is a tie in the Technical Evaluation process.

B. SELECTION PROCESS

A screening of all Proposals will be conducted to determine overall responsiveness. Proposals determined to be incomplete or non-responsive will be disqualified.

Following the initial review and screening of the written Proposals, using the Selection Criteria described above, one or more Proposers may be invited to participate in the final selection process, which may include:

1. Participation in an oral interview
2. Submission of any additional information as requested by the DRPA

References will also be checked during the final selection process.

Following the review of the Technical Proposals a final evaluation will be established. At this time, the selected Contractor's Cost Proposal will be opened and evaluated. The evaluation will be performed by comparing the Contractor's Cost Proposal with the Authority's estimate and, if deemed necessary, additional Contractors' Cost Proposals, to determine a fair and reasonable price for the Services.

Upon completion of the final selection process, the DRPA will rank each Proposal in the competitive range in accordance with the Selection Criteria above. The DRPA may accept the highest-ranked Proposal or negotiate the Terms and Conditions of the Agreement with the firm with the highest-ranked Proposal. If negotiations are unsuccessful, the DRPA will terminate the negotiations with that firm and may open negotiations with the firm with the next highest-ranked Proposal. If negotiations with this firm fail or, at its sole discretion, the DRPA may reject all remaining Proposals.

In making its selection, the DRPA is not required to accept the lowest Cost Proposal and may, in its sole discretion, reject Proposals which are not responsive to the requirements stated herein, or may elect to waive some or all irregularities in any Proposal or Proposals. The waiver or non-waiver of any specific irregularity will not imply or compel similar treatment of any other irregularity. In addition, the DRPA may at any time revoke this Request for Proposals in its sole discretion and without assuming any liability in connection with its issuance and/or revocation.

The DRPA reserves the right to conduct pre-award negotiations with any or all Proposers and the right to award the Agreement without negotiations. The DRPA further reserves the right to award the Contract without conducting interviews.

This RFP does not commit the DRPA to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The DRPA reserves the right to reject any and all Proposals, the right in its sole discretion to accept the Proposal it considers most favorable to the DRPA's interest, and the right to waive minor irregularities. The DRPA further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of the DRPA. In addition, the DRPA may at any time revoke this RFP in its sole discretion and without assuming any liability in connection with its issuance and/or revocation.

The DRPA will neither explain its decisions nor "debrief" unsuccessful Proposers at the conclusion of the process.

C. APPROVAL AND AWARD

Once the Proposal evaluation process has been completed, the DRPA staff will recommend that the DRPA's Board of Commissioners (the Board) award a Contract to the Proposer whose Proposal they have deemed to be most advantageous to the DRPA.

The DRPA reserves the right to cancel the award of a Contract before execution if the DRPA deems such cancellation to be in its best interest. In no event will the DRPA have any liability for the cancellation of such award. The Proposer assumes the sole risk and responsibility for expenses incurred prior to execution of the Contract.

D. EXECUTION OF AGREEMENT

Any Proposer whose Proposal shall be accepted and to whom a Contract is awarded will not be required to attend an execution of the Agreement. Instead, the DRPA shall send the Agreement to said Proposer who shall in turn execute the Agreement and return same to the DRPA within ten (10) days from the date of receipt.

Said Proposer shall also certify or furnish and return, together with the aforesaid Agreement, the following documents to the DRPA:

1. Proof satisfactory to the DRPA, of the authority of the person or persons executing the Agreement on behalf of the Proposer.
2. Original Certificate(s) of Insurance representing all non-negotiable insurance coverage prescribed by Section VI.A. of this RFP.

SECTION VI

STANDARD CONTRACT CLAUSES

On all projects of this nature, the DRPA has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of the DRPA's evaluation of a Proposal. These requirements, which follow herein, should be properly considered when preparing a Final Proposal.

BY SUBMITTING A PROPOSAL, THE PROPOSER CERTIFIES THAT IT HAS READ, UNDERSTANDS AND AGREES TO THE FOLLOWING "STANDARD CONTRACT CLAUSES". THE SUCCESSFUL PROPOSER WILL BE REQUIRED TO ENTER INTO A WRITTEN AGREEMENT WITH THE DRPA WHICH INCLUDES, BUT IS NOT LIMITED TO, THE "STANDARD CONTRACT CLAUSES."

A. INSURANCE REQUIREMENTS

The Contractor will be required to provide insurance of the prescribed types and minimum limits as set forth below. All required insurance policies shall be maintained in full force until all Services under the Agreement are completed. Each policy shall contain the provision that there will be thirty (30) days prior written notice given to the Authority in the event of cancellation, non-renewal of or material change in the policy. **A copy of such endorsement copies shall be provided with the certificates of insurance.**

Prior to commencing any Services under the Agreement, the Contractor shall furnish the Authority with certificates of insurance evidencing that the required insurance is in force. Upon specific request by the Authority, the Contractor shall furnish certified copies of any or all insurance policies related to the Services under the Agreement. The Authority shall not be liable for the payment of any premiums, deductibles, claims or co-insurance under the foregoing.

The insurance companies indicated in the certificates of insurance shall be authorized to do business in the Commonwealth of Pennsylvania and State of New Jersey and shall be acceptable to the Authority. The Financial Rating and Admitted Status of Insurance Companies shall have an A.M. Best Rating of A- (Excellent) or Higher and an A.M. Best Financial Size Category of Class VII or Higher.

Neither approval by the Authority nor failure to disapprove certificates of insurance furnished by the Contractor shall release the Contractor from full responsibility for all liability as set forth in the indemnification clause, entitled, "Save and Hold Harmless".

The minimum requirements of insurance to be carried by the Contractor shall be as follows:

1. **Workers' Compensation and Employers' Liability Insurance:**

Coverage A, Workers' Compensation - Statutory benefits as required by the Workers' Compensation Laws of the Commonwealth of Pennsylvania and the State of New Jersey.

Coverage B, Employer's Liability – Employers' Liability Limits not less:

Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit

a) Contractor's policy is to be endorsed to include an alternate Employer Endorsement (Form #WC000301A) naming Delaware River Port Authority (DRPA) as the Alternate Employer and the Certificate of Insurance must reference this endorsement.

2. **Commercial General Liability Insurance:** Bodily Injury, Property Damage and Personal Injury (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury, and Broad Form Property Damage and Contractual Liability (including Liability for Employee Injury assumed under a Contract) provided by the Standard ISO Policy Form CG 00 01.

Occurrence Form with the following limits:

a) General Aggregate:	\$2,000,000
b) Products/Completed Operations Aggregate:	\$1,000,000
c) Each Occurrence:	\$1,000,000
d) Personal and Advertising Injury:	\$1,000,000

3. **Commercial Automobile Liability:** Coverage to include:

- a) All Owned, Hired and Non-Owned Vehicles (Any Auto)
- b) Per Accident Combined Single Limit \$1,000,000

4. **Commercial Umbrella Liability:**

- a) Occurrence Limit: \$5,000,000
- b) Aggregate Limit: \$5,000,000
- c) Policy to apply following-form of the Commercial General Liability, Commercial Automobile Liability and Employers' Liability policies.

5. **Crime Insurance:** The Contractor shall maintain insurance covering loss or destruction of money and securities caused by Employee Theft and Computer Fraud/Funds Transfer Fraud.

- a) Per Loss: \$1,000,000
- b) Whether coverage is written on a Loss Sustained Basis or Discovery Basis, Contractor warrants that continuous coverage will be maintained for a period of three (3) years beginning when the Services under the Agreement are completed.
- c) Joint Loss Payable Endorsement should be added to the policy, naming the Delaware River Port Authority as Loss Payee (ISO Form CR2502 or equivalent).

6. **Self-Insured Retentions:** None of the policies of insurance required of the Contractor by the Agreement shall contain self-insured retentions in excess of \$250,000 (Two Hundred Fifty Thousand Dollars), unless agreed to in writing by the Delaware River Port Authority.
7. DRPA, (including their agents, employees, representatives, officers, directors, members and managers) shall be added as Additional Insured on all liability policies, except for the Workers' Compensation policy. The coverage offered to the Additional Insured on Contractor's liability policies shall be **primary coverage to any other coverage maintained by the ADDITIONAL INSURED and shall not permit or require such other coverage to contribute to the payment of any loss.** The Contractor shall determine the nature and extent of all insurance coverages necessary to afford the DRPA the full protections arising out of any subcontracted Services. In addition to maintaining its own coverages as required in this Section, the Contractor represents and warrants that it shall verify that each and every subcontractor maintains appropriate insurance coverages and limits and otherwise complies with the requirements of this Section.
8. **Owned or Leased Equipment, Materials & Supplies Stored on Premises:** The Contractor shall maintain insurance on their owned or leased equipment, and tools, etc. Contractor is responsible for any damage to their work, materials, equipment, tools, etc. If under the Scope of Services to be performed under this Agreement there is a need to store on DRPA/PATCO premises any equipment, machinery, tools, supplies or other materials, the Contractors and subcontractors must purchase coverage to protect these assets from loss, theft, damage or disappearance. Under no circumstances will DRPA/PATCO assume any liability or otherwise offer to indemnify any party for loss, theft, damage or disappearance of such items stored on its premises throughout the duration of the Agreement.
9. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
10. **Waiver of Recovery/Subrogation:** The Contractor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against the DRPA, and any of their agents and employees for loss or damage covered by any of the insurance maintained by Contractor pursuant to the Agreement.
11. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor or any of their subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the Agreement.
12. The obligations of the Contractor to maintain insurance and provide Indemnification shall survive any termination of the Agreement or the suspension, completion and/or acceptance of the Services or any part thereof, or final payment

to the Contractor, it being agreed that such rights and obligations are and shall be of a continuing nature and effect.

B. INDEMNIFICATION

Contractor agrees to indemnify and protect and hold harmless (and defend, if requested) the DRPA and the Indemnified Parties defined below, from and against any and all suits, claims, liabilities, losses, judgments, demands and damages arising from claims by third parties, of whatsoever kind or nature, including, but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or other expenses recoverable under applicable law), which may be suffered by or accrue against, be charged to or recoverable from the Indemnified Parties regardless of whether a suit has been filed or initiated but only upon receipt of a written notice alleging a wrongful act (collectively "Claims") to the extent arising from the willful misconduct or negligent performance of or omission of performance of the Services provided under the Agreement. This includes but is not limited to Claims caused in part by the Indemnified Parties or which are based on strict liability.

In any and all Claims against the DRPA alleging its own independent fault by any employees of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, Contractor explicitly and unequivocally agrees to indemnify the DRPA and the indemnification obligation under the Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employee benefits acts or any other legal or contractual provisions.

Promptly after receipt by the DRPA of notice of any claim, liability or expense, the DRPA shall give timely written notice to Contractor, but the omission to so notify the Contractor promptly will not relieve the Contractor from any liability except to the extent that Contractor shall have been materially prejudiced as a result of the failure or delay in giving such notice. Contractor understands and agrees that the defense and indemnification of the Indemnified Parties under the terms and conditions of the Agreement begins when a claim is brought against the Indemnified Parties or the moment the Indemnified Parties receive notice of the Claim.

The "**Indemnified Parties**" are and shall include: (i) the DRPA; (ii) the DRPA's beneficiaries, officers, commissioners, directors, members, agents, servants and employees; (iii) any and all parents, subsidiaries, partners and affiliates of the foregoing and all of their respective shareholders, directors, officers, partners, members, agents and employees of all of the foregoing; and (iv) anyone else acting for or on their behalf.

The obligations of the Contractor shall survive the termination of the Agreement or the completion by Contractor of its obligations under the Agreement.

C. TERMINATION AND MODIFICATION

If the DRPA, in its sole discretion, determines that the Contractor has not met its obligations hereunder, the DRPA shall provide Contractor with written notice of any event of default. Commencing on the date that the notice was sent, Contractor shall have ten (10) calendar days to cure the default, unless extended in writing at the discretion of the DRPA. If Contractor fails to cure an event of default, the DRPA reserves the right, in addition to all of its rights at law, in equity, and as elsewhere provided in the Agreement, to terminate the Agreement upon giving not less than ten (10) days' written notice to Contractor. In the event the DRPA exercises such right of termination, the DRPA shall only be responsible for payments, if any, as outlined in the Agreement, for Services which were completed to the satisfaction of the DRPA at the time of termination. After termination, the DRPA shall be without further liability whatsoever to Contractor under the Agreement. The Contractor agrees that it is not entitled to any damages whatsoever in the event of such termination.

Notwithstanding the provisions of the paragraph above, it is understood and agreed that the DRPA hereby reserves unto itself the right to terminate or modify the Agreement at any time, for any reason whatsoever, including, but not limited to, termination for the convenience of the DRPA, upon giving not less than thirty (30) days prior written notice to the Contractor. In the event the DRPA exercises such right of termination, the DRPA shall be without further liability whatsoever to Contractor under the Agreement other than to reimburse Contractor for expenses appropriately incurred prior to Contractor's receipt of the notice of termination. In the event that the DRPA exercises its right to modify the Agreement, Contractor shall have only such rights as may be stated in the Modified Agreement and shall retain no other rights. The Contractor agrees that it shall not be entitled to any damages of any nature whatsoever in the event of such termination or modification, other than the aforesaid referenced payments.

D. WORK PRODUCTS

All materials, calculations, computations, specifications and drawings developed and prepared by and equipment required by the Contractor, in the performance of its Services herein, shall become the property of the DRPA. Contractor warrants and represents that all private, proprietary, personal, financial, job classification and other data shall remain confidential, not be distributed or disseminated to any third party without written consent of the DRPA. These materials shall be turned over to the DRPA at or prior to final payment or other termination of this Agreement, or upon written request thereof by the DRPA.

E. DUTY OF CONFIDENTIALITY AND NON-DISCLOSURE

Notwithstanding the existence of any specifically designated Confidential and Privileged/ Security Sensitive Information, and not limiting the Contractor's duties as to such information, the Contractor shall comply with the following policy regarding Confidential Information:

1. Confidential Information

As used in this Agreement, the term “Confidential Information” means all information provided to Contractor; all information to which Contractor has access, including but not limited to reports, correspondence, plans, specifications, files, photos, and internal documents which relate to, address or concern the Project; any information disclosed to Contractor relating to DRPA activities; and any information which Contractor becomes aware of or which is revealed to Contractor as a result of its participation in bidding for and participating in the Project. Confidential Information does not include: (i) information which, at the time of disclosure to the Contractor by DRPA, is published, known publicly or is otherwise in the public domain; or (ii) information which, after disclosure to Contractor by the DRPA, is published, becomes known publicly, or otherwise becomes part of the public domain, through no fault of Contractor; or (iii) any report, studies, recommendations, data or information relating to, or made or developed in the course of the Scope of Services; or (iv) as the result of the performance of this Agreement.

2. Obligation of Confidentiality

Contractor agrees to obtain, receive, and hold all Confidential Information in strict trust and confidence and that such Confidential Information will not be used by Contractor for any purpose other than in connection with the bidding for and participation in the Project without the DRPA's prior written consent. Contractor agrees that it shall not disclose, disseminate, publish, reproduce or otherwise use or communicate Confidential Information to any third party. It is also agreed that in the event such information is disclosed to a third party or associate, Contractor will obtain prior written consent of the DRPA and will advise the third party beforehand of the confidential nature of the information and require them to enter into a written agreement to protect the confidentiality of such information. The obligation for confidentiality under the provisions of this Agreement shall be continuing.

3. Security

Contractor shall institute any and all security procedures necessary to insure that the Confidential Information is not disclosed to third parties in violation of this Agreement. Contractor may disclose the Confidential Information only to those officers, directors, employees, and agents, and representatives of Contractor, approved by the DRPA, who need access to the Confidential Information for the Project Services. All such officers, directors, employees, agents, and representatives must be informed of the existence and nature of this provision. The parties hereto are responsible for the compliance of such officers, directors, employees, agents, and representatives with the terms and conditions of this Agreement.

4. Return of Confidential Information

Contractor hereby agrees that within thirty (30) days of the expiration or termination of this Agreement, Contractor shall return to the DRPA all copies in its possession of Confidential Information as well as all copies of any and all other documents and information obtained by Contractor or any of its representatives, agents, employees, officers, directors, or shareholders, whether originally supplied by the DRPA or prepared on the DRPA's behalf by or under Contractor's direction.

5. Disclosures and Discovery Requests

If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Contractor, Contractor shall notify the DRPA thereof with sufficient promptness so as to enable the DRPA to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the DRPA, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Contractor shall immediately give the DRPA written notice of that fact and a detailed account of the circumstances regarding such disclosure to the DRPA.

F. NON-DISCRIMINATION PROVISIONS

The DRPA is firmly committed to providing equal employment and business opportunities for all persons regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, age, income level, limited English proficiency ("LEP") or non-job related disability. To that end, the DRPA will affirmatively assure that in regard to any DRPA contract entered into, all qualified persons will be afforded equal opportunity to participate in the contract process and will not be discriminated against on grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, income level, LEP or non-job related disability.

The Contractor shall include the following seven (7) paragraphs in every subcontracting agreement or purchase order in such a manner that the provisions shall be binding upon each sub-Contractor and supplier working on the Project. The Contractor also agrees to be bound by applicable federal, state and local affirmative action and civil rights laws.

1. The Contractor warrants and represents that in carrying out its obligations under this Agreement, it will not discriminate against employees or applicants for employment because of race, color, religion, national origin, sex, age, or non-job-related disability, and will undertake or continue to comply with all existing or future state and federal laws, rules and regulations respecting programs of Affirmative Action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this

Agreement, affirmative action shall mean those activities undertaken during the course of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation, to ensure that minority group members and women are afforded equal employment and contracting opportunities.

2. The Contractor shall make a substantial good faith effort to recruit minority and female sub-Contractor and suppliers having substantial minority and female representation among their employees.
3. All advertisements or requests for employment placed by the Contractor or on the Contractor's behalf, shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, income level, LEP or non-job related disability.
4. The Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
5. It shall be no defense to a finding of noncompliance with obligations of this non-discrimination clause that the Contractor delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting the contractual obligation not to discriminate. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in determining whether the Contractor is in compliance with the nondiscrimination clause.
6. The Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event the Contractor fails to comply with the provisions of the nondiscrimination clause of this Agreement or with any applicable laws, the Agreement may, after hearing and adjudication by the DRPA, be terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for further DRPA contracts. Such termination or suspension shall not entitle Contractor to any damages or additional compensation.
7. The Contractor shall, upon request, furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the DRPA for purposes of ascertaining the Contractor's compliance with the provisions of this nondiscrimination clause. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the DRPA.

G. SUBCONTRACTING OR SUBLETTING

Prior written approval of the DRPA is required for subcontracting any Services covered by the Agreement other than those included in the Contractor's Proposal. Requests for authorization to subcontract, must be submitted in writing to the DRPA accompanied by a description of the specific Services to be subcontracted, the total value of such sublet Services, and proof that the organization which will perform the subcontracted Services is particularly equipped and capable to perform such Services. The right to qualify, accept or reject any sub-Contractor is reserved expressly to the DRPA.

H. APPLICATION OF LAWS AND REGULATIONS

By entering into an Agreement with Contractor, the Authority does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the DRPA.

I. AUDIT AND INSPECTION OF RECORDS

The Contractor shall permit the authorized representatives of the DRPA to inspect and audit all data and records of the Contractor relating to its performance under the Agreement.

J. CONTRACTOR - INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and under no circumstances shall it, its servants, agents, or employees be or become employees of the DRPA in consequence of the work performed under the Agreement.

K. GOVERNING LAW

The subject matter of this Agreement, including its performance, construction, interpretation and enforcement, shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, without regard to conflict or choice of law rules, provisions or principles.”

L. ENTIRE AGREEMENT

It is expressly understood and agreed by and between the parties hereto that the Agreement sets forth all the promises, conditions and understanding between them relative to the Agreement and that there are no promises, agreements, conditions or understandings, either oral or written, between the parties other than are herein set forth. It is further understood and agreed that, no modification, alteration, or other change to the Agreement shall be binding unless reduced to writing and signed by the duly authorized representatives of the parties.

M. WAIVER

A waiver by any party of a breach or default by the other party of any provision of the Agreement shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

N. CAPTIONS

All headings preceding the text of the several sections and paragraphs hereof are inserted solely for the convenience and reference of the parties and does not constitute a part of the Agreement, nor shall they affect their meaning or interpretation thereof.

O. SEVERABILITY

If any provision of the Agreement shall be invalid or unenforceable, in whole or in part, such provision and the Agreement shall be deemed and construed to be modified or restricted to the extent that and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from the Agreement as the case may require.

P. NO THIRD-PARTY BENEFICIARIES

The parties to the Agreement do not, by entering into an Agreement, intend to confer any benefit to a third party.

Q. INTELLECTUAL PROPERTY

Contractor acknowledges and agrees that all work produced pursuant to this Agreement is work made for hire and accordingly, all copyright, trademark, and intellectual property rights are owned exclusively by DRPA.

R. ASSIGNMENT

This Agreement and the obligations created hereunder may not be assigned by Contractor without the express written consent of the DRPA.

S. CONFLICT OF INTEREST

The Contractor shall be ineligible to participate in any capacity in Authority contracts, subcontracts, or Proposals (solicited and unsolicited), which stem directly from the Contractor's performance of work under this RFP for a period of two (2) years after the completion of this Work. Furthermore, unless so directed in writing by the Procurement Officer, the Contractor shall not perform any advisory and assistance services work under this Agreement on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing.

If, under this Agreement, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor



shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

If the Contractor, in the performance of this Agreement, obtains access to information, such as reports, studies, financial plans, internal data protected by the Privacy Act of 1974, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the DRPA based on such information for a period of six (6) months after either the completion of this Agreement or until such information is released or otherwise made available to the public, whichever is first; (c) submit an unsolicited Proposal which is based on such information until one (1) year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously been released or otherwise made available to the public by the DRPA.

T. NOTICES

All communications which may be or are required to be given by either party to the other herein shall be in writing and send via e-mail, SAP Ariba submission, or delivered / sent by prepaid registered mail to the parties at the addresses set forth below.

If to Contractor:

If to the DRPA:

Amy Ash, Manager, Contract Administration
Delaware River Port Authority
P.O. Box 1949
Camden, NJ 08101-1949

With copies to:

Raymond J. Santarelli, General Counsel
Delaware River Port Authority
P.O. Box 1949
Camden, NJ 08101-1949

U. JURISDICTION AND VENUE

The Consultant irrevocably submits itself to the jurisdiction of the Courts of the Commonwealth of Pennsylvania in regard to any controversy arising out of, connected with, or in any way concerning (the Project) (the subject matter of this Agreement), which suit shall be venued in the County of Philadelphia.