



Pittsburgh Regional Transit

PORT AUTHORITY OF ALLEGHENY COUNTY

d/b/a

PITTSBURGH REGIONAL TRANSIT

REQUEST FOR PROPOSALS

for

BENEFITS CONSULTING SERVICES

RFP NO. 25-02

Vendor Sourcing Category: PROFESSIONAL SERVICES

Vendor Sourcing Sub-Category:

PSBSPA (Pro Benefits/Wages/Pension)

SEPTEMBER 2025

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

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1.0 General Information

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) provides a network of fixed route public transportation services to persons traveling within a 745-square mile area, including the City of Pittsburgh and all of Allegheny County. Operating a fleet of 700 buses, 80 light rail vehicles and the Monongahela Incline, and by sponsoring ACCESS (the nation's largest paratransit program of its kind for senior citizens and persons with disabilities), PRT is one of the largest and most diversified public transit agencies in the United States.

PRT provides bus service on three exclusive busways: the 4.3-mile South Busway; the 9.1-mile Martin Luther King, Jr. East Busway; and the 5-mile West Busway. PRT operates its light rail transit service, known as "the T", on a 26-mile rail system.

In addition, PRT owns and operates 4 bus operating divisions, a major bus overhaul facility, a light rail vehicle maintenance facility, a light rail transportation control center, and a major service facility that supports maintenance of PRT facilities, properties, Park and Ride lots and rights-of-way.

1.1 Introduction

PRT intends to enter into an Agreement to provide for provide employee benefits consulting services (Contract Services). The required services include, but are not limited to: (1) perform strategic planning of employee benefit health and welfare programs; (2) provide underwriting analysis and actuarial services to estimate benefits costs and the effects of benefit modifications on such costs; (3) analyze claims experience and its financial impact; (4) assist PRT in procuring benefit services from vendors, and in post-award management of benefits contracts; (5) provide general administrative support; (6) assist PRT so as to ensure compliance with benefits laws; and (7) within the overall scope of the services, perform special projects and other additional services. PRT provides comprehensive health & welfare benefits to approximately 2,600 active employees and 180 disability retirees, who are classified as follows:

(1) Collective bargaining organizations:

- Amalgamated Transit Union (ATU), representing bus and rail operators, mechanics and secretaries, and Amalgamated Transit Union – First Level Supervisors (ATU-FLS), representing supervisors at the first level over drivers and mechanics – approximately 86 percent of total
- International Brotherhood of Electrical Workers (IBEW), representing clerks and customer service representatives – approximately 2 percent of total
- Port Authority Transit Police Association (PATPA) representing Port Authority transit police officers – approximately 2 percent of total

(2) Non-represented employees:

- Approximately 10 percent of total

(3) Other employees:

- Benefits are also provided to some 3,600 retirees and 5,600 family dependents

PRT's primary health and welfare benefits include:

- Health Care Plans (Medical – including Prescription Drug, Dental and Vision, and COBRA);
- Flexible Spending Accounts (Health Care and Dependents Care).
- Life Insurance Plans Basic, Optional, Accidental Death and Dismemberment
- Disability Plans Short Term for all groups with the exception of Claims and Secretaries. Long Term Disability for Non-Represented and Transit Officer employees; and
- Employee Assistance Program

No voluntary benefits (paid by employees after tax) are in the Scope of Services of this RFP. For a review of PRT's current plans and plan providers, as well as benefit expenses, please refer to **Exhibit 10** of this RFP.

The required services will be issued on a work order basis as they are approved to proceed by PRT. The Agreement will be for a three-year period with the option to extend the term of the Agreement up to two additional year at the sole discretion of PRT.

FOR YOUR INFORMATION: PRT has introduced "ebusiness" at its website, <http://ebusiness.ridePRT.org>, the smartest, fastest, easiest, and most efficient way to deliver and receive information regarding solicitations. **All Proposers must register electronically in order to be notified of PRT solicitations and to obtain copies of RFP's, subsequent addenda and other related information.** Complete the bidder registration application with close attention to identifying the Vendor Sourcing Category and Vendor Sourcing Sub-Category to describe your organization's interests.

This RFP, including supporting documents, contains all of the information necessary to prepare and submit a Proposal. **Proposers are advised to completely review this RFP and explicitly follow the instructions herein regarding the submission of a Proposal.** Each Proposal shall comply with the requirements of this RFP as stated herein and all applicable federal, state and local laws.

1.2 Definitions

Throughout this RFP, the following definitions shall apply:

ADA: means the federal Americans with Disabilities Act, as may be amended, for Public Transportation systems

Addendum or Addenda: means an amendment made by PRT, in writing, to the RFP.

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

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

Contractor/Vendor: These two terms may be used as one in the same and represent the: Proposer selected by PRT to perform the Contract Services as set forth in the Agreement.

Contract Services: means the Scope of Services as defined in the RFP and as finalized, through negotiations, and incorporated into the Agreement.

Disadvantage Business Enterprise (DBE): means Disadvantaged Business Enterprise as defined in 49 C.F.R., Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”.

Diverse Business (DB): means a diverse business as defined in 74 Pa. C.S. § 303, as may be amended.

Ebusiness: means utilization of PRT’s web technology to transmit between PRT and vendors, proposers, and contractors’ information for everything from procurement to contract management in the fastest, easiest and most efficient form. Ebusiness can be accessed through <http://ebusiness.ridePRT.org>

Evaluation Committee: PRT’s staff appointed to evaluate, rank, and recommend all Proposals submitted in accordance with the criteria and methods contained in this RFP.

FTA: means Federal Transit Administration, United States Department of Transportation.

Government: means the Government of the United States of America

Joint Venture: means an association of two or more businesses to carry out a single business enterprise for profit for which they combine their property, capital, efforts, skills and knowledge for the purpose of proposing on an RFP and executing an agreement as a single business entity.

Key Personnel: means the Contractor’s personnel named whom have been specifically identified and approved to function in a key capacity in managing and providing the Contract Services as set forth in the Agreement.

Notice to Proceed (NTP): means the written notice issued by PRT to Contractor directing the Contractor to proceed with the Work.

Project: means the PRT project for which the Contract Services are required.

Project Manager: means the individual proposed by a Proposer, and who will be responsible for the Contractor, to not only oversee the performance of the Contract Services by the Contractor, but also, who will have specific and detailed knowledge regarding PRT’s programs and contracts, and who will have overall responsibility for participating in, overseeing the strategy for, and performing the analysis of, PRT’s programs, plans, contracts and negotiations. The Project Manager will be PRT’s direct contact, within the Contractor, regarding the performance of the Contract Services.

Proposal: means a written submission, in response to the RFP, by a Proposer for the Contract Services.

Proposer: means the individual, firm, partnership, corporation, joint venture or other entity which submits a proposal to PRT, in response to the RFP, seeking to be selected as the Contractor.

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

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

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

RFP: means the solicitation document for the procurement of Request for Proposal Number 25-02.

Scope of Services: Sections 4 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

Service: means the Contract Services.

State: The Commonwealth of Pennsylvania.

Subcontractor: An individual, firm, partnership, corporation, joint venture or any combination thereof having a direct contract with the Contractor or another Subcontractor to perform a part or parts of the Work including the supply of design services or installation services.

Supplier: means any individual, partnership, firm, corporation, joint venture or any combination thereof, who provides material, products, equipment or systems, but not labor or services, to the Contractor by virtue of an agreement with the Contractor.

1.3 Proposal Submission Schedule

An Information Meeting for interested parties will be held on the date and time as set forth in the Advertisement. Questions generated at the Information Meeting will be answered, if necessary, in writing by PRT. Prospective Proposers are reminded that any changes to the RFP shall be by addendum only and nothing stated at the Information Meeting shall change or qualify, in any way, any of the provisions of the RFP and shall not be binding on PRT.

Attendance is recommended but not required at the Information Meeting. However, Information Meetings will not occur at any time other than the above designated time. The RFP and any subsequent written addendum serve as the sole basis upon which Proposers may submit proposals.

Electronic proposals in PDF version shall be submitted as indicated in the Advertisement and must be both received and time stamped by a representative of the Procurement Department at or before the time for submission of proposals set forth in the Advertisement. Proposals received or time stamped by a representative of the Procurement Department after the advertised time for the submission of proposals shall be non-responsive and therefore ineligible for award and will be returned to the Proposer. Each Proposer shall be solely responsible for assuring that its proposal is timely received and time stamped in accordance with the requirements herein.

1.4 RFP as Exclusive Basis for Proposal

The RFP represents, in writing to all Proposers, the most comprehensive and definitive statement that PRT is able to make at this time as to the requirements, terms and conditions for this proposal process and performance of Contract Services. The RFP and any subsequent written addendum shall serve as the sole basis upon which Proposers may submit Proposals. Proposers are advised to completely review the RFP and explicitly follow the instructions herein regarding the submission of a Proposal and the Scope of Services.

Each Proposal shall comply with the requirements of the RFP as stated herein and all applicable federal, state and local laws and shall be executed by a director, officer, and other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer to a contract. Any information or understanding, verbal or written, which is not contained either in the RFP, or in subsequent written addenda to the RFP, shall not be considered by a Proposer in submitting its Proposal.

PRT reserves the right to amend the RFP at any time. Any amendments to, or interpretations of, the RFP, shall be described in written addenda. Each addendum will be available for this RFP through ebusiness for all parties. All proposers are responsible for checking ebusiness for any addenda or notifications. Failure of any prospective Proposer to receive the addendum shall not relieve the Proposer from any obligation under its Proposal as submitted or under any requirement of the RFP, as amended by an addendum. All addenda issued shall become part of the RFP.

Each Proposer shall acknowledge the receipt of each addendum in its Proposal. Failure to acknowledge receipt of an addendum in a Proposal may, at PRT's sole option, disqualify the Proposal.

If assistance is required to identify and include Disadvantaged Business Enterprises (DBEs) or Diverse Businesses (DBs) participation, Proposers should contact PRT's Disadvantaged Business Enterprises and Diverse Business Program Office at (412) 566-5342 or by e-mail at DBEProgram@ridePRT.org.

Proposers should contact PRT's Professional Services Contract Specialist, Ms. Deb Norkevicus, at (412) 566-5514 or email DNorkevicus@ridePRT.org for any procedural questions concerning the RFP.

Only written questions or communications for the RFP will be considered for possible response. No telephone solicitations will be honored. If any questions or communications submitted necessitate a response, by PRT, an addendum will be posted on ebusiness. Only written responses provided as addendum shall be official and all other forms of communications with any director, officer, employee or agent of PRT shall not be binding upon PRT. All questions relating to the RFP must be submitted as follows:

Via mail or fax:

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

All such questions or communications and requests must be submitted by Proposers and received by PRT no later than ten (10) calendar days before the due date for Proposals. Questions received after that time may not receive any acknowledgement or response from PRT. If it should appear to a prospective Proposer that the performance of the Contract Services, or any matter relating to the RFP, is vague, ambiguous or not sufficiently described or explained in the RFP or the Scope of Services, or that federal, state or local law, ordinance, rule, regulation or other standard or

requirement, then the Proposer shall submit a written request for clarification to PRT within ten (10) calendar days.

1.5 Modifications, Deviations and Irregularities

Any individual, firm, partnership, corporation, LLC, joint venture or other entity able to meet the requirements of the RFP is invited to submit a Proposal in response to the RFP. Proposers will be bound by the provisions contained in the RFP, unless a waiver or deviation is formally issued via written addendum by PRT.

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

PRT reserves the right to waive any minor irregularities in any proposal submitted in response to the RFP and/or to reject all proposals, in its sole discretion.

1.6 Conditions, Exceptions, Reservations or Understandings

Proposals' stating conditions, exceptions, reservations or understandings (hereinafter in this paragraph "deviations") relating to the RFP, including but not limited to proposed deviations to the RFP Sample Agreement, may be rejected by PRT, in its sole discretion. Any and all deviations must be explicitly, fully and separately stated in a Proposal, setting forth, at a minimum, the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by PRT. **PROPOSED DEVIATIONS MUST BE SET FORTH IN THE PROPOSAL AT THE TIME OF SUBMISSION IN ORDER TO RECEIVE CONSIDERATION.** Any deviation found by PRT to be acceptable will be evaluated in accordance with the appropriate evaluation criteria and procedures. The submission of deviations may result in the Proposer receiving a less favorable evaluation than without the deviation.

1.7 Modification or Withdrawal of Proposals

A modification of a Proposal already received by PRT will be accepted by PRT only if the modification is submitted by a director, officer or other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer and received by PRT prior to the due date set forth in the Advertisement for the receipt of Proposals or as made with a requested Best and Final Offer (BAFO). All modifications shall be made in writing and submitted in the same form and manner as the original Proposal.

Prior to the due date for Proposals as set forth in the Advertisement, a Proposer may withdraw a Proposal already received by PRT by submitting, in the same manner as the original Proposal to PRT, a written request for withdrawal from a director, officer or other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer. By submitting a Proposal, and not properly withdrawing it prior to the due date for Proposals, a Proposer agrees that it shall keep its Proposal open and shall not withdraw its Proposal for 180 calendar days.

This provision may not be utilized by a Proposer as a means to submit a late Proposal and, as such, does not alter PRT's right, in its sole discretion, to reject a Proposal.

1.8 Form of Contract

The sample Agreement, which will be used with some modifications specific to the Contract Services if the Agreement is awarded, is attached hereto as **EXHIBIT 1**. Proposers should review

the sample Agreement, which includes various requirements for the Contract Services, and shall include any of its comments on the sample Agreement as part of its Proposal.

1.9 Contractor Responsibility for Subcontractors

The Contractor shall be responsible for management, direction, design integration, scheduling, control, review and approval of all subcontract work and services. Moreover, the Contractor shall be responsible for assuring that all subcontract work is in conformance with the Agreement, PRT's policies, standards and criteria, and all applicable laws. All subcontracts will be subject to the review and approval of PRT. Subcontracts shall include all relevant agreement provisions identified in the Agreement.

1.10 Adverse Interest Law

This RFP is subject to the Commonwealth of Pennsylvania Adverse Interest Law, 71 P.S. §776.1, et. seq., as may be amended. This may have implications on future procurements. It is incumbent upon potential Proposers to perform their own determinations on this matter prior to submitting a proposal.

1.11 Pennsylvania's Right-to-Know Law

Upon formalization of an Agreement with a Proposer, all Proposals and other supplemental information submitted in response to this RFP will become public records, as defined by Pennsylvania's Right-to-Know Law, 65 Pa. Con. Stat. s. 67.101, et seq., as may be amended (Law), and PRT is subject to the Law. Subject to specific exemptions under the Law, PRT is statutorily obligated to, and indeed will, make available all records deemed public in nature by the Law in response to a properly submitted Right-to-Know request.

2.0 Proposal Requirements

2.1 General Requirements

No later than the due date and time for Proposals set forth in the Advertisement, each Proposer shall submit a letter of transmittal, and a separate PDF version Proposal. The Proposal shall be written in English and shall contain all of the documents required to be submitted by the RFP and no other documents. The same requirements shall apply to any BAFOs which may be requested and submitted.

Proposals will only be accepted from a Proposer and not directly from any proposed subcontractor. Therefore, a Proposer shall work in close cooperation with its proposed subcontractors.

The Proposer shall be a comprehensive, accurate and effective presentation of the information required by Section 2.1.1.

2.1.1 Letter of Transmittal/Proposal Requirements

Proposals should be submitted with two major components:

- (1) **Letter of Transmittal**: This Letter of Transmittal shall be no greater than two (2) pages in length and shall contain the following:

- (a) Statement as to the name, title, address, telephone, fax number(s) and e-mail address of the director, officer or other individual (**Proposer may be requested to submit appropriate proof of signatory authority**) with authority to bind the Proposer in contractual matters. The Letter of Transmittal shall be signed by such director, officer or other individual.
- (b) Statement as to the name, title, address, telephone and e-mail address of the individual to be contacted in the event that the Proposer is selected for an interview.
- (c) Statement as to the address and legal form of the Proposer. If the Proposer is a corporation, the Proposer shall identify its state of incorporation. If a joint venture is being proposed, provide the above information for all participating firms.
- (d) Statement that includes the following: *“This Proposal, and any BAFO, shall remain in effect for and not be withdrawn for 180 calendar days after the due date for the Proposal or the BAFO.”*
- (e) Statement acknowledging receipt of each and every Addendum, by Addendum number and date, that PRT may issue to the RFP.
- (f) Statement acknowledging that any information provided with or otherwise attached to the Proposal that the Proposer may deem confidential or proprietary in nature may be subject to disclosure under Pennsylvania's Right-to-Know Law. The Proposer shall include the following acknowledgment and release in its Letter of Transmittal:

“(Name of Proposer) acknowledges the requirements and potential applicability of the statutory requirements set forth in PENNSYLVANIA'S RIGHT-TO-KNOW LAW, 65 P.S. §§ 67.101 et seq., as may be amended. Accordingly, if the attached Proposal or any other material provided to PRT pursuant to this RFP process contains any reference to material being confidential, proprietary or restricted, in any manner, this Letter of Transmittal officially advises PRT and acknowledges that the stated limitations on such identified material are hereby rescinded and are null and void, to the extent that PRT determines that it is required to disclose such materials pursuant to a valid request for such information.”

- (2) **Proposal Requirements:** The Proposal should be a comprehensive, accurate and effective presentation. **Attachments such as brochures, promotional literature, etc., shall not be included.**

- (a) One original of the Proposal hand signed shall be submitted electronically in PDF version through the PRT's eBusiness system. Please refer to **Exhibit 9 – Submitting a Proposal eBusiness**, for further instructions how to submit proposals.
- (b) The Proposal shall also include an Appendix, which shall be at the end of the proposal document. The Appendix shall only contain material, which is explicitly requested to be included in the Appendix.

- (c) No more than 50 pages, each numbered at the bottom, shall be contained within the proposal.

The page limit shall not include the Appendix material. Proposals containing more than the stated number of pages may be rejected by PRT.

- (d) The font size for all material prepared in response to this RFP shall not be less than 10 pt.
- (e) The Proposal should be contained on 8-1/2" x 11" letter size.
- (f) Pages should be numbered consecutively (beginning with Page 1) throughout the entire proposal and organized in the following fashion using identifying page separators for each section of the electronic copy:

Cover:	Containing RFP title and Proposer's name.
Letter of Transmittal:	Letter previously described.
Table of Contents:	
Section 1	Overview of Proposer
Section 2	Experience Record
Section 3	Project Work Plan
Section 4	Project Organization and Management Plan
Section 5	Summary of Cost(s)
Appendix	The Appendix which shall only contain the materials that are required by the RFP to be included in the Appendix.

2.1.2 Disadvantaged Business Enterprise (DBE) /Diverse Business (DB) Participation

The Proposer/Contractor agrees to ensure that Disadvantaged Business Enterprises (each a "DBE"), as defined in 49 C.F.R., Part 26, as applicable, and Diverse Businesses (each a "DB"), as defined in 74 Pa.C.S. § 303, have the maximum opportunity to participate in the performance of contracts and subcontracts provided under, or for, this Agreement. In this regard, Proposer/Contractor shall take all necessary and reasonable steps to ensure that DBEs and DBs have the maximum opportunity to compete for, and perform contracts and subcontracts, for the Contract Services and shall document its good faith efforts to solicit subcontracts from DBEs and/or DBs. It is important to not only identify DBEs/DBs, but to explain how they will be integrated into the proposed work plan.

2.1.2.1 Disadvantaged Business Enterprise (DBE) Participation

Because some of the Contract Services may be federally funded, PRT will evaluate each work order for the Contract Services prior to issuance to determine whether to establish a DBE goal. As such, inclusion of DBE participation will be considered in the proposal evaluation process. DBEs are particularly invited to submit Proposals to perform the Contract Services outlined in the RFP, either as the Proposer or part of a joint venture.

DBEs identified by Proposer in its proposal must be certified under the Pennsylvania Unified Certification Program (PAUCP) to be eligible towards any established DBE goal. DBEs that are currently certified under the PAUCP can be found at the PAUCP's website at <https://paucp.dbesystems.com>. Proposers are encouraged to consider the utilization of DBE firms that are currently certified with the PAUCP.

If the DBE being proposed for participation is not currently identified as being certified in the PAUCP database, or its certification has expired, Proposer shall immediately contact the DBE representative identified in Section 1.4 of the RFP for assistance in verifying the status of any pending certification or advancing the DBE certification process for this DBE firm.

Note that the requirements imposed by the Federal Transit Administration with respect to DBE participation may differ from other federal or state laws or regulations.

2.1.2.2 Diverse Business (DB) Participation

DBs are particularly invited to submit Proposals to perform the Contract Services outlined in the RFP, either as a Proposer of or part of a joint venture.

It is the policy of PRT that DBs shall have the maximum opportunity to participate in the performance of contracts and subcontracts, and the Proposers and the Contractor agree:

- (1) To make a good faith effort to ensure that DBs have the maximum opportunity to participate in the performance of the Agreement; and
- (2) Failure of a Proposer to carry out the above requirements shall cause the Proposer to be non-responsive and ineligible for award. Also, following the award of the Agreement, if the Contractor fails to carry out the above requirements, the Contractor shall be in breach of the Agreement which may result in termination of the Agreement by PRT or such other remedy as PRT deems appropriate or as otherwise provided by law and/or in the Agreement.

2.1.2.3 Requirements for DBE/DB Participation

- (1) The Proposer shall submit with its Proposal, the following:
 - a) Name and address of DB (DBE) firms that will participate in the Contract;
 - b) A description of the work that each DB (DBE) will perform; and
 - c) The anticipated percentage of participation for each DB (DBE) firm.
- (2) The Proposer shall perform upon the request of PRT, the following:
 - (1) In order to demonstrate that good faith efforts were made by the Proposer to secure DB (DBE) participation, the Proposer shall submit the following information to PRT when requested:
 - i) The names, addresses and telephone numbers of DBs (DBEs) that were contacted;
 - ii) A description of the information provided to DBs (DBEs) regarding Contract Services to be performed; and
 - iii) A statement of why additional agreements with DBs (DBEs) were not reached.

- (2) The Proposer shall make a good faith effort to assist the DBs (DBEs) contacted that need assistance in obtaining lines of credit and insurance.
- (3) The Proposer/Contractor shall make a good faith effort to replace a DB (DBE) subcontractor with another DB (DBE). The good faith effort shall be directed at finding another DB (DBE) to perform, at least, the same amount of work for the Agreement as the DB (DBE) that was terminated.
- (4) The Contractor shall make a good faith effort to provide DB (DBE) subcontractors with the opportunity to perform work added to the Agreement.
- (5) The Contractor shall be required to make a good faith effort to identify additional opportunities for DB (DBE) participation, if work, which the Contractor originally intended to have performed by a DB (DBE), is reduced or eliminated as a result of an Agreement change.

The Proposer/Contractor shall meet with PRT at PRT's request to discuss the DB plan (or if applicable, DBE plan). The purpose of the meeting is to consider whether the DB (DBE) commitment of the Proposer/Contractor is in compliance with the Agreement. At the meeting, the Proposer/Contractor will have an opportunity to present information pertinent to its compliance with the applicable requirements.

2.2 Overview of Proposer

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Overview of Proposer" section of its Proposal.

2.2.1 Description of Proposer

A concise description of the Proposer including organizational structure, subsidiary companies, identification of principals or parent companies, length of time in business, office locations and size and overall number of personnel by discipline. If the Proposer is a joint venture, the Proposer shall furnish this information for each entity forming the joint venture and clearly indicate the reason for the joint venture as it directly applies to this Project. Proposer shall also provide a general overview description of its proposed subcontractors.

2.2.2 Agent

A requirement of the Agreement is that the Contractor shall maintain, during the duration of the Agreement, an agent in Allegheny County, Pennsylvania authorized to accept notice and service of process on behalf of the Contractor and the Proposer shall so acknowledge and agree.

This section shall contain the following information, unless otherwise specifically noted. The Proposer shall answer the following questions:

1. Provide an overview of your firm and its ownership/organizational structure, philosophy/culture and number of employees.
2. For our organization specifically, what advantages would we realize from choosing your firm? Please limit your response to the most significant 3-5

advantages.

3. How long has your firm provided employee benefit consulting services?
What portion of your revenue is derived from benefit consulting services?
What services, staff or tools will you need to subcontract?
4. Describe two situations where your firm has demonstrated leading edge (or thinking “outside of the box”) solutions in the health care arena. Of particular interest are -
 - Options to assist employers in managing rising health care costs;
 - Experience serving as a consulting expert in a Labor Management Committee convened to address health care benefit costs and design; and
 - Experience serving as a consultant expert in collective bargaining.
5. What proprietary research do you sponsor to help provide your clients with advice concerning best practices in cost management?
6. How do you provide your clients with advice concerning industry best practices in health improvement and wellness programs?
7. List and describe what resources you have available to assist PRT in benchmarking its benefit programs.
8. Provide a description of the method your organization used to track, research and communicate pending and new federal and state legislation and regulation. Provide name(s), qualifications, experience and location of assigned staff.
9. Describe the team of individuals who would be assigned to the Contract Services. Indicate the role that each team member would play. Include specific client team members and other potential ad hoc team members (clinical, Rx, etc.) Provide biographical information on each team member in the Resumes section of the Appendix. Please explain the specific advantage each individual would bring to PRT in particular. Please particularly emphasize the qualifications of your main day to day contacts that you propose assigning to PRT Contract Services.

2.2.3 Contractor/Subcontractor Percentage of Work

The Proposer shall provide, in its Proposal, a statement as to the percentage of work that will be performed by the Proposer. The Proposer shall identify all of its proposed subcontractors in its Proposal, and must identify a) the tasks they will perform, b) the percentage of the work to be performed by each subcontractor, c) their qualifications to perform the work, and d) the reason the tasks are to be subcontracted.

2.2.4 Joint Venture

If the Proposer is a Joint Venture, the Proposer shall include a copy of any written contract or agreement, which exists between the entities forming the joint venture in the Appendix.

2.2.5 Personnel and Operations Policies

A statement of the Proposer's personnel and operations policies relative to:

- (a) Classifications of personnel normally billed directly to client including wage ranges (or rates) by discipline. If rates by discipline are used for billing purposes, provide an explanation as to the basis by which the rates are established.
- (b) Expenses normally billed directly to the client such as per diem rates, mileage rates, computer, reproduction and communication charges.
- (c) Current overhead rate (if billings are made on a cost basis) including its components and identification of the most recently performed external and annual audit report.
- (d) If the Proposer utilizes an option in addition to, or other than, an hourly fee structure, Proposer shall note what personnel or operations policies will not be affected by the alternative fee structure (such as mileage rates, reproductions costs, etc.)

2.2.6 Reserved

2.3 Experience Record

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Experience Record" section of its Proposal.

Proposer shall provide complete, concise and accurate descriptions of the Proposer's and its subcontractors experience in providing services similar to those as outlined in Section 4 of this RFP, the Scope of Services.

Particular emphasis should be placed on those projects and services performed by Proposer's and its proposed subcontractors' offices, employees and staff to be assigned to the Project. The Proposer's actual role on the identified projects, or in performing the services, shall be clearly described. The Proposer's and its proposed subcontractors' qualifications and ability to perform all identified Contract Services should be clearly discussed.

The Experience Record should include three (3) references of relevant work directly applicable to the Contract Services, and should be contract specific and include the following:

- (a) Contact name, contract title, address, telephone number and e-mail address of the client's project manager or contracting officer;
- (b) The status of the contract or services and of the Proposer's or its proposed subcontractors' work on the contract or services;
- (c) The Proposer's and its proposed subcontractors' specific involvement in the contract or services;

- (d) The Proposer's or its proposed subcontractors' project manager and staff on the identified projects that will be used, by Proposer or its proposed subcontractors, to support or perform the Contract Services; and
- (e) The contract value of the identified projects and the Proposer's or its proposed subcontractors' percentage of the work for the projects.

PRT may contact any or all firms listed in Section 2.3 regarding the quality of work, timeliness of work and general overall services provided by Proposer. PRT, furthermore, reserves the right to contact other clients of Proposer not listed in the Proposal for additional information on the Proposer's past experience and performance.

If the Proposer is a joint venture, furnish the above information for each entity forming the joint venture and specifically note any contract previously worked on by each entity forming the joint venture as a team, providing client references and telephone numbers.

2.4 Project Work Plan

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Project Work Plan" section of its Proposal.

2.4.1 Methodology

Proposer shall identify its plan and methodology for the performance of the tasks identified under Section 4. The Work Plan should include a detailed description of the methodology for accomplishing required work tasks and their interrelationships.

Any substantive and/or procedural innovations used by the Proposer on similar projects that are applicable or can be tailored to the Contract Services should also be identified.

The work tasks to be wholly or partially performed by subcontractors, particularly DBE/DB subcontractors, should be identified in the Work Plan. If the Proposer is a joint venture, please describe the work tasks to be performed by each firm.

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

Additionally, Proposer shall address the following questions or considerations:

2.4.1.1 Vendor Management

1. Describe in a step-by-step format your firm's process (subjective and/or objective) that you would utilize to facilitate PRT's ultimate selection of vendors/carriers.
2. Describe how you evaluate the differences in discount levels that exist between carriers. Given the new health care landscape, how do you anticipate that will change?

3. Provide a proposed annual calendar for the services you are proposing to deliver to PRT, showing both interaction with PRT and the vendors/carriers of the plans. Please describe your project management approach.
4. Include your anticipated transition work plan. How much of PRT staff's time will the transition to your firm take?
5. Outline your capabilities relative to the evaluation and negotiation of prescription drug benefit administrative services. What innovations has your firm driven with regard to pharmacy benefits?
6. Describe your firm's marketplace leverage in negotiating with carriers in regard to rates, contract/policy terms, and plan design. Do you offer any group purchasing cooperatives?
7. What role do performance guarantees play in your vendor selection process? How do you evaluate the guarantees offered by vendors/ carriers?
8. How do you model the financial impact of various plan design changes?

2.4.1.2 Strategic Planning

1. Describe your approach to assisting PRT to set short and long-term strategies.
2. What major wellness initiatives have you driven, and what were the results?
3. Describe your ability to provide information around marketplace best practices for employers (particularly governmental agency employers and the urban mass transit industry).
4. Describe how your firm supports clients relative to updates regarding Health Care Reform.
5. How can you assist PRT with understanding the financial ramifications of Health Care Reform?
6. Describe your firm's legal and legislative research capabilities. How do you keep your clients informed of new or changing regulations?

2.4.1.3 Financial Management

1. How will your firm assist PRT to monitor the financial performance of its benefit plans? Include your approach to valuating cost trends, utilization and network performance.
2. Describe your approach to providing reliable accrual rates, reserve calculations and budgets.
3. Describe your experience in monitoring financial reports provided by

vendors.

4. How will your firm assist PRT to develop a long-term employee contribution strategy and annual tactics?

2.4.2 Flow Chart

This Work Plan shall include a flow chart which explains the sequencing and interrelationships of the work tasks graphically for all work tasks on the Project. The Work Plan flow chart shall be keyed to time and the work tasks outlined in Section 4.

2.4.3 Reserved

2.4.4 Reserved

2.5 Project Organization and Management Plan

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the “Project Organization and Management Plan” section of its Proposal.

2.5.1 Description of Organization and Management Plan

A detailed description of the Proposer's Organization and Management Plan which shall be established to perform the Contract Services as outlined in the RFP. The Organization and Management Plan shall clearly identify the Proposer's proposed Project Manager and key personnel associated with each work task and for the entire period covered by the Agreement. The plan shall also describe the involvement of proposed DBE/DB firms and all other subcontractors in the Project.

If the Proposer is a joint venture, the company or firm affiliation of each staff member must be identified.

2.5.2 Project Organizational Chart/Resumes

A Project Organizational Chart shall be furnished which graphically depicts the above Project Organization and Management Plan. The proposed Project Manager and all other key personnel identified for this Project shall be identified on the Project Organizational Chart and further on an individual Staff Résumé form, a copy of which follows as **EXHIBIT 5** (identifies minimum information required on Staff Résumé for each proposed individual).

Each Staff Résumé form shall be complete, concise and accurate, featuring all relevant job experience over the past 10 years. The Proposer may provide more than one Résumé per page in its Proposal. *The Proposer shall include the required Résumés in this section in the Appendix.* Résumés shall not exceed a total of 20 pages.

2.5.3 Key Personnel Guarantee

A Key Personnel guarantee letter signed by the Proposer's President, Chief Executive Officer or Chief Operations Officer guaranteeing that the Project Manager and key personnel

identified for this Project shall be assigned to this work, throughout the term of the Agreement, unless their employment is terminated.

If applicable, a Key Personnel guarantee letter signed by the Subcontractor's President, Chief Executive Officer or Chief Operations Officer guaranteeing that the key personnel identified for this Project shall be assigned to this work, throughout the term of the Agreement, unless their employment is terminated.

Proposer and its subcontractor(s) shall identify the key personnel by name and proposed position for this Project in its key personnel guarantee letter. *Proposer shall include the required key personnel guarantee letter(s) requested in this section in the Appendix.*

2.5.4 Reserved

2.6 Summary of Costs

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Summary of Costs" section of its Proposal.

The Summary of Costs shall be furnished utilizing the sample form(s) which follows as **EXHIBIT 6A**. This Summary of Costs shall be keyed to the required Project work tasks. Work to be wholly or partially performed by subcontractors should be so identified. A separate Summary of Costs is required for all subcontractors.

The Summary of Costs must be developed as follows:

(1) Labor

[List actual labor staff hours and cost for each category.] OR [List proposed labor categories and the proposed hourly rate range for each category.] OR [List actual labor staff hours and cost, or the proposed hourly rate, for each individual or job classification.]

(2) Expenses

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

(4) Hourly Rates

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

(4) Subcontractors

The Proposer shall list subcontractors and their amounts, which are the totals of costs and fee from their respective summaries of costs. No markup is permitted on subcontractor costs.

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

If the Proposer is a joint venture, a separate partial Summary of Costs shall be furnished for each entity of the joint venture, as well as the composite Summary of Costs for the joint venture. This partial summary will identify only those labor and expense costs for each entity of the joint venture.

2.7 Appendix

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the “Appendix” section of its Proposal.

2.7.1 Financial Information

The Proposer will be required to present, in sufficient detail to PRT, financial records for PRT to review the financial condition of the Proposer, in order for Proposer to be considered eligible for award of the Agreement with PRT for the required services. Any financial information presented shall be prepared in accordance with United States Generally Accepted Accounting Principles (G.A.A.P.).

If the Proposer is a publicly-held firm, the financial information of the Proposer shall be included in its Proposal (separate statements for each entity forming a joint venture).

If the Proposer is a privately-held firm, the Proposer may either provide its financial records with its Proposal (separate statements for each entity forming a joint venture), or it may defer making such financial records available for inspection by PRT until after PRT has informed the Proposer that it has been short-listed for consideration for award of an Agreement.

2.7.1.1 Financial Statements

For either publicly-held or privately-held firms, the financial information to be provided shall include, if available:

(a) Independently Audited Financial Statements

Independently audited financial statement (either a certified audit or review) that includes a balance sheet, statement of income and expenses (profit and loss), and statement of cash flows for the two most recently completed financial years, including notes to the statements;

For privately held companies, if independently audited financial statements are not available, then

(b) Financial Statements Not Independently Audited

If not independently audited, then either:

- (i) a compilation of financial statements performed by an independent accountant that includes a balance sheet, statement of income and expenses (profit and loss), and statement of cash flows for the two most recently completed financial years. If such statements are not available, then:
- (ii) an internally prepared financial statement, including a balance sheet and statement of income and expenses (profit and loss) for the two most recently completed financial years, certified as true and correct by the president and chief financial officer of the Proposer, in either case, to include credit references or other financial documentation as may be required in order to portray the financial soundness of the Proposer to PRT's satisfaction.

In addition, the Proposer must certify in writing that there have been no material changes in the company's financial condition or events that could have a material impact on the company's financial condition subsequent to the last audit or date of reporting period on the financial statements. Any such changes in financial condition or subsequent events must be fully disclosed in writing and signed by the president and chief financial officer.

2.7.1.2 Exceptions for Privately-Held Firms

- (a) For a privately-held firm which elects to not include its financial records with its Proposal, such Proposer will be required to submit financial records as specified above, within three business days of being requested to do so by PRT.
- (b) If Proposer is not willing to permit copies of such financial records to be retained by PRT, the Proposer will be required to attend a meeting, to be scheduled at the convenience of PRT, to enable PRT to review said financial records. Proposer agrees that PRT may document, for PRT records, its review and assessment of Proposer's financial condition and such financial records, including, without limitation, taking notes about data contained in the financial records relative to PRT's review.
- (c) In the event that the Proposer does not have any cash flow documentation for preceding years of operation, PRT will accept current bank references (including a bank contact name and contact details) in lieu of a cash flow statement.

- (d) In cases where independently audited financial statements are not presented, then signed copies of the Proposer's Federal Income Tax filings, including all applicable schedules pertinent to the Proposer's filing return, are required to be submitted along with the compilation or internally prepared statements.

2.7.2 Certification of Proposer Regarding Debarment

The "Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters" or the "Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions", whichever is appropriate, for the Proposer (**EXHIBIT 2**). A Proposal which does not include the required Certification may be considered non-responsive and ineligible for award of the Agreement.

2.7.3 Certification Regarding Lobbying

The "Certification Regarding Lobbying" (**EXHIBIT 3**), and a Disclosure Form, if required, for proposal exceeding \$100,000. A Proposal which does not include the required Certification may be considered non-responsive and ineligible for award of the Agreement.

2.7.4 Proposer/Subcontractor Data Form

Proposer/Subcontractor Data Form "Proposer/Subcontractor Data Form" (**EXHIBIT 4**) for Proposer and all its subcontractors.

2.7.5 Resumes

See Section 2.5.2 of the RFP.

2.7.6 Key Personnel Guarantee

See Section 2.5.3 of the RFP.

2.7.7 Affirmative Action and Equal Opportunity Policy

The Proposer's corporate Affirmative Action and Equal Opportunity policy statement posting, when required by law. **The posting shall be signed and dated and shall also state the original date of adoption of this policy statement.**

2.7.8 Insurance Requirements

A statement that includes the following: *"The insurance coverage, as required by **Exhibit 1** of the sample Agreement, can be obtained and will be carried without reservation or exclusion should (Name of Proposer) be awarded an agreement according to the RFP".*

2.7.9 Joint Venture Requirements

If the Proposer is a joint venture, the Proposer shall include a written statement explaining how the joint venture will fulfill the requirements of the Agreement which explanation shall fully discuss and identify the responsibility of each entity forming the joint venture for performing the Contract Services and providing the insurance required by the Agreement.

2.7.10 User Agreements

The Proposer must submit the “Certification Regarding User Agreements” (**EXHIBIT 10**), and any and all applicable documentation, including but not limited to: End User License Agreements (EULAs), Service Level Agreements (SLAs), Master Service Agreements (MSAs), software maintenance and support licenses, subscription agreements, Software as a Service Agreements (SaaS), Cloud (including private, public or community cloud) and/or other hosting Agreements, and/or purchase orders (collectively, the “User Agreements”), if any, that manufacturer or the Proposer (if separate entities) will require PRT to sign in order to complete the purchase and use the products and/or services requested herein. Failure by the Proposer to submit any and all such User Agreements at the time of Proposal submission will render Proposer’s submission non-responsive and ineligible for award. PRT reserves the right to negotiate such User Agreements consistent with the Terms and Conditions and all requirements relating to this solicitation.

3.0 Proposal Selection Process

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitively negotiated procurement whereby proposals are evaluated to determine which Proposal, if any, is most advantageous to PRT. Discussions and negotiations may then be carried out with Proposers determined to be reasonably susceptible of being selected for award of the Agreement after which BAFOs may be requested. PRT, however, may select a Proposal for award without any discussions or negotiations or request for any BAFOs. Subject to PRT’s right to reject and or all Proposals, the Proposer, if any, will be selected whose Proposal is found to be most advantageous to PRT, based upon consideration of the criteria discussed below.

3.1 Evaluation Committee

PRT will establish an Evaluation Committee for the RFP. The Evaluation Committee will initially determine the responsiveness of each Proposal, evaluate all Proposals, determine the responsibility of each Proposer, score the Proposals, conduct meetings and assist in selecting the Proposer, if any, that may be awarded the Agreement.

3.2 Proposal Evaluation Criteria

The following is the criteria by which Proposals from responsible Proposers will be reviewed and evaluated for purposes of determining which is most advantageous for PRT and to make any selection of a Proposal for potential award of the Agreement. Any exceptions, conditions, reservations or understanding explicitly, fully and separately stated as a Proposal deviation and which does not cause PRT to reject a Proposal will be evaluated according to the evaluation criteria and/or sub criteria which they affect. The criteria to be used in reviewing and evaluating the Proposals and used to establish a score for the Proposals is as follows:

- (1) **DBE/DB Utilization:** Each Proposal will be evaluated based upon the proposed use of DBE/DBs by the Proposer.
- (2) **Experience Record and References:** The following, as well as the other information identified in Subsection 2.3 to be supplied by the Proposer will be used to evaluate each Proposer’s experience and qualifications to perform the Contract Services.

- (a) Sufficient financial strength and resources to finance the Contract Services and complete the Agreement in a satisfactory and timely manner as measured by the Proposer's supplied financial statement.
 - (b) Evidence that the Proposer has human and physical resources sufficient to perform the Agreement within the time specified.
 - (c) Evidence of a satisfactory experience, performance and integrity on similar contracts and meeting specifications and warranty provisions.
 - (d) Evidence of sufficient capabilities to perform the Agreement which will include the Proposer's size, the Proposer's commitment to further work of this nature, and the Proposer's ability to bring adequate people to staff the Agreement.
- (3) **Project Organization/Management Plan:** The Proposal will be evaluated based on the experience and background of the proposed personnel as well as the other information identified in Section 2.5 to be supplied by the Proposer.
- (4) **Project Work Plan:** The Proposal will be evaluated based on the Proposer's proposed approach to perform the Agreement, proposed schedule and proposed quality assurance and training plans and project team, as well as the other information identified in Section 2.4 to be supplied by the Proposer.
- (5) **Summary of Costs:** The Proposal will be evaluated based on the information submitted as part of the Summary of Costs as identified in Section 2.6.
- (6) **Project Manager:** The Proposal will be evaluated based on the experience and background of the proposed Project Manager(s) as well as the other information identified in Section 2.5 to be supplied by the Proposer.
- (7) **Key Personnel Staff Resumes:** The Proposal will be evaluated based on the experience and background of the proposed personnel as well as the other information identified in Section 2.5 to be supplied by the Proposer.

The information submitted for each criterion will be scored on a scale of zero to ten. The score for the various criteria will then be multiplied by the weighted factors set forth for the criteria on the Proposal Evaluation Rating Sheet (**EXHIBIT 8**).

3.3 Evaluation Procedures

- (1) Proposals will be reviewed for complete conformance with the instructions and requirements of the RFP. Proposals that do not comply with the referenced instructions and requirements and do not include the required information may be rejected as insufficient and will not be further considered. PRT reserves the right to request a Proposer to provide any missing information and make corrections. Submittal of a Proposal shall signify that the Proposer has accepted the whole of the Agreement, except such conditions, exceptions, reservations and understanding explicitly, fully and separately stated in the Proposal. Such conditions, exceptions, reservations or understanding which do not result in the rejection of a Proposal are subject to evaluation under the criteria set forth in Section 3.2.
- (2) PRT will select for award, if any, the highest ranked Proposal from a responsible Proposer, qualified pursuant to the RFP, which does not render the procurement financially infeasible and is determined to be the most advantageous to PRT based upon consideration of the Proposal and the evaluation criteria set forth in Section 3.2.

(3) The following will be the steps for reviewing and evaluating the Proposals:

- (a) Proposals will not be publicly opened. All Proposals and evaluations will be kept confidential throughout the evaluation, negotiation and selection process, until award, if any, of the Agreement.
- (b) Proposals will be reviewed and evaluated by PRT's Evaluation Committee to determine the responsiveness of a Proposal to the requirements of the RFPs and the responsibility of a Proposer. Any Proposals found not to be responsible, will not be further considered for award of the Agreement. Final determination of the responsiveness of a Proposal will be made upon the basis of the Proposal. Final determination of a Proposer's responsibility will be made on the basis of the Proposal, any information submitted upon PRT's request, information submitted in a BAFO, information resulting from PRT's inquiry of Proposer's references and PRT's knowledge and investigation of the Proposer. PRT's determination in regard to the responsiveness of a Proposal and the responsibility of a Proposer shall be final and binding on the Proposers.
- (c) Each Proposal from a responsible Proposer found to be in compliance with the RFP requirements will be evaluated in accordance with the criteria set forth in Section 3.2.

Each proposal will be examined by PRT's Evaluation Committee for compliance with the stated requirements in Section 2 and as outlined in the General Requirements (**EXHIBIT 7**). The evaluation will be undertaken (Preliminary Rating) utilizing the Proposal Evaluation Rating Sheet (**EXHIBIT 8**).

- (d) After the Preliminary Rating, the responsible Proposers whose Proposals are determined by PRT to still be reasonably susceptible of being selected for award of the Agreement may be requested by PRT to respond, in writing, to certain questions. Each such Proposer may also be invited for a private interview and discussion with PRT to discuss answers to written or oral questions, to assure responsiveness of its Proposal and to discuss its Proposal.

In the event that any such Proposal contains conditions, exceptions, reservations or understandings to any requirements of the Agreement, said conditions, exceptions, reservations or understandings may be discussed during these meetings. PRT, however, shall have the right to reject any and all conditions, exceptions, reservations and/or understandings. Any Proposer failing to do so may cause PRT to reject such Proposal.

- (e) After any interviews have been completed, each responsible Proposer whose Proposal is determined to still be reasonably susceptible of being selected for award of the Agreement may be afforded the opportunity to amend its Proposal and make a BAFO. The request for BAFOs, if any, will include:
 - (i) Notice that all prior discussions and negotiations are to be included in the BAFO;
 - (ii) Notice of any changes to the RFP;
 - (iii) Notice that this is the opportunity for submission of a BAFO;
 - (iv) A common date and time for submission of written BAFOs;
 - (v) Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications and withdrawals of Proposals provisions of the RFP; and

- (vi) Notice that if a Proposer does not submit a BAFO, PRT may consider its Proposal non-responsive and ineligible for award of the Agreement.

Any modifications to the initial Proposal made by a Proposer in its BAFO shall be expressly modified in its BAFO. BAFOs will be evaluated by PRT according to the procedures, requirements and criteria set forth in Section 3.2 (Final Rating).

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

3.4 Finalization of Agreement

PRT will meet, as necessary, to finalize the proposed Agreement with the responsible Proposer which submits the Proposal which is determined to be most advantageous to PRT based upon the evaluation criteria. In the event that PRT cannot finalize a satisfactory Agreement with the highest rated responsible Proposer, discussions will be terminated with that Proposer and PRT may then proceed with meetings to finalize the proposed Agreement with the next highest rated Proposer. The above process may continue until a satisfactory contractual arrangement with a Proposer has been reached.

Also, a responsible Proposer may be requested to submit a copy of the Proposer's EEO Policy and Program and EEO-1 form for the current and previous year.

3.5 Contract Award

The proposed Agreement resulting from discussions described in Section 3.4 will be ultimately presented to the Chief Executive Officer of PRT for review and recommendation to PRT's Board for approval. PRT's staff is not empowered to enter into a contract without the formal authorization of PRT's Board.

3.6 Failure to Execute a Contract

Failure of the Proposer to whom the Agreement is awarded to promptly execute the Agreement shall be cause for cancellation of the award. The Proposer, by submitting a Proposal, agrees to, and shall, reimburse PRT for all damages arising from said default.

3.7 Acceptance / Rejection of Proposers

PRT reserves the right to reject any or all Proposals. PRT also reserves the right to make an award to a Proposer whose Proposal it judges to be most advantageous to PRT, without conducting any written or oral discussions with any Proposer or the solicitation of any BAFOs. PRT reserves the right to consider any specific Proposal which is conditional or not prepared in accordance with the instructions or requirements of this RFP to be non-responsive. PRT reserves the right to waive any defects, or minor informalities or irregularities in any Proposal which, in PRT's sole discretion, has not materially affected the Proposal.

3.8 Cancellation of Procurement

PRT reserves the right to cancel the procurement and not award the Agreement for any reason whatsoever, at any time, before the Agreement is fully executed and approved on behalf of PRT.

3.9 PRT Protest Procedures

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of the Agreement may file a protest with PRT. The procedures for submitting such protests are available at PRT's website at www.ridePRT.org by following the links "Company Info & Projects", "Doing Business", "Procurement", "Purchasing Information," and "Bid Protest Procedures."

4.0 Scope of Services

4.1 Overview

PRT wishes to retain a Contractor to assist PRT staff with strategic planning, plan management, vendor management, financial management and budgeting, compliance, benefit delivery and communications for PRT's health and wellness benefit program provided to active and retired employees and their eligible dependents. All Contract Services performed hereunder shall be authorized by Work Orders negotiated by PRT and Contractor and approved to proceed by PRT. Each Work Orders will have a scope of services, and an estimated not-to-exceed cost submitted to PRT for approval before any work will be done.

The Contractor shall advise PRT if changes made to a Work Order scope of services will require additional time or funds. Otherwise, no additional payment for the original scope of services will be made.

4.2 Core Contract Services

Contractor shall perform the following Core Contract Services continually or periodically for each Agreement year under one or more Work Orders issued by PRT.

(a) Strategic Planning

- Assist PRT in short- and long-term employee benefit strategic planning;
- Assist PRT in the development, implementation and ongoing management of an effective wellness program that will reduce health and welfare costs over the long term;
- Participate in management presentations involving benefit strategies and issues;
- Provide information regarding trends and benchmarks in the benefits field;
- Serve as a source of general expertise for various benefit issues PRT may encounter; and
- Balance employer and employee needs around choice, plan design and cost, and
- Assist PRT in creating and maintaining a competitive (cost and plan design) benefit program. In doing so the Contractor will provide benchmark data from employers of comparable size and employee profiles, to include:
 - Plan design for all benefit programs,
 - Cost sharing for all benefit programs,
 - Total cost per employee,
 - Types of programs provided (insurer; TPA; flexible benefits etc.), and
 - Medical/dental trend factors.

(b) Underwriting Analysis and Actuarial Services

- Calculate rates needed and budget projections to cover liabilities and administrative fees;
- Analyze large claims;
- Validate rates needed to cover insured plan liabilities;
- Project effect of possible benefit changes on plan costs;
- Assist PRT by pricing and analyzing benefit change options;

- Review and analyze renewal action of vendors and negotiate favorable terms for PRT;
 - Project effect of employee contribution changes on participation and renewal costs; and
 - Prepare rate cards for funding and contributions.
- (c) Experience Reporting
- Collect claims experience and participation data from vendors and PRT, provide detailed quarterly reporting and analysis, and meet semi-annually to review;
 - Prepare financial exhibits that provide PRT with the information needed to make informed decisions regarding PRT's benefits plan designs and funding levels; and
 - Maintain historical data of financial results from prior years.
- (d) Vendor Management
- Negotiate contracts, services and renewals with vendors, including supplemental and voluntary benefits;
 - Manage carrier/vendor relationships and review contracts;
 - Review carrier service levels, compare performance guarantees, and resolve problems regarding vendors' services and performance;
 - Provide support in the day-to-day management of vendors, resolve administrative issues, and conduct periodic meetings as necessary; and
 - Keep PRT informed on issues and changes in the benefits marketplace.
- (e) Administration/Communications Support
- Gather necessary service area files to support pending open enrollment activities,
 - Meet periodically with PRT to discuss various issues, challenges, pending changes, etc.
 - Assist in final review of open enrollment communications material.
- (f) Compliance
- Provide updates on pertinent proposed and enacted benefits legislation;
 - Monitor emerging trends and financial status of insurers and vendors;
 - Research and answer questions regarding state and federal benefits regulations, including Affordable Care Act (ACA);
 - Participate in any meetings that pertain to IRS Payroll reporting associated with the Affordable Care Act;
 - Review pertinent contracts and other legal documents to insure that they accurately reflect negotiated benefits, services and terms;
 - Provide support in the preparation of reports and senior management presentations; and
 - Assist in COBRA, HIPAA, and ERISA compliance, including:
 - Assist in preparation of signature – ready IRS 5500 Forms;
 - Review and preparation of SPDs and Plan Documents;
 - Perform non-discrimination testing

4.3 Additional Contract Services

Additional Contract Services, within the overall scope of the Services, but outside of the Core Contract Services, will be performed by Contractor via separate executed work orders. These Additional Contract Services may involve activities that are not listed under the Core Services.

All Additional Contract Services will be reviewed in detail by PRT and Contractor before Contractor commences such services. A budget, consisting of required hours, associated hourly rates as per the Agreement, and associated other costs, will be prepared and included in the work order.

An example of Additional Contract Services would include performing research for and providing advice to the PRT's Labor Management Committee on Health Care (LMCHC). Under current plans, PRT active employees' health care costs will likely trigger the Cadillac Plan Excise tax under the ACA. To mitigate the risk, a goal of the LMCHC will be to assess PRT health care benefits for cost savings through plan design and cost sharing. The Contractor's advice to the LMCHC would identify cost savings initiatives and build consensus on how best to address health care costs.

As needed, Contractor shall support PRT in all collective bargaining contract negotiations.

4.4 Commissions and Brokerage Fees

All insurance or other services obtained for PRT shall be acquired net of commissions and other brokerage fees or special compensation whether based upon the placement of specific insurance for PRT or on a volume basis. Where this is not possible, the Contractor shall advise PRT, in writing, specifically identifying the actual commissions, brokerage fees and/or special compensation, and shall request PRT's prior written approval to receive and/or use any such commissions, fees or other compensation. Furthermore, any such commissions, brokerage fees or other compensation received by the Contractor will be used for PRT's benefit to offset any fees that otherwise would have been paid by PRT to the Contractor. On an annual basis, during the performance of the Contract Services, the Contractor shall certify to PRT, in writing, either that all insurance or other services obtained for PRT have been acquired net of commissions, brokerage fees and/or other compensation or if any such commissions, fees or compensation were received, specifically identifying such payments and certifying that the payments have been used to offset any fees or costs to have been paid by PRT.

4.5 Work Order Authorization Process

As individual Projects assignments are identified, PRT, at its sole discretion, will provide to the Contractor the following information, including, but not limited to:

- Scope of the Project
- Project Deliverables
- Project Timeline and/or due date.

The Contractor shall respond to PRT within the time specified by PRT for each Project by providing PRT with the following information relative to the specific project assignment as requested by PRT:

- Anticipated Project Schedule and Work Plan
- Anticipated qualified Project Team
- Fixed Price Project Costs.

Once PRT reviews submission from the Contractor, the PRT shall notify the Contractor via email confirming the acceptance of information and provide pertinent details of the work order. PRT reserves the right to not proceed with an identified Project assignment with the Contractor at its sole discretion. PRT approval or disapproval of information submitted by Contractor will be based on PRT's assessment of the qualifications of the qualified project team, and on PRT's needs and requirements.

If the number of candidates meeting PRT's qualification requirements provided by Contractor is not sufficient to meet PRT needs, PRT shall notify Contractor and Contractor shall within two working days of such notification provide at least two additional candidates in the required discipline to PRT for further review and selection by PRT. A Work Order, if any, will be negotiated and executed for each such Project. The Work Order (Attachment B(2) of Agreement) will contain at least the following:

- Scope of Work
- Project Deliverables
- Key Personnel
- Project Schedule
- Compensation/Payment Schedule.

Contract Services are likely to be performed at offsite offices. In the event the Contract Services will need to be started or completed at PRT's office locations, it will be determined on a case-by-case basis. PRT will make available to the Project Teams appropriate computer hardware and software on PRT-supplied hardware based on prior discussions between both parties.

4.6 Billing Requirements

Contractor will be paid by a set fee determined prior to the issuance of a work order for the specific project. The Contractor shall provide PRT with a detailed invoice for services performed. An invoice shall be provided with the initial weekly/quarterly report and with each subsequent periodic report. The invoice shall include, but is not limited to:

- Work Order Number/Contract Number
- Purchase Order No. assigned by PRT
- PRT's designated contact
- Invoice Date and Invoice Number
- Date(s) of services
- Services performed with the hourly or fixed rate
- Expenses with appropriate documentation
- DBE/DB Utilization Report Form

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

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

EXHIBIT 1: Sample Agreement

EXHIBIT 2: Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters” or the “Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions”

EXHIBIT 3: Certificate Regarding Lobbying Form

EXHIBIT 4: Proposer/Subcontractor Data Form

EXHIBIT 5: Staff Resume Form

EXHIBIT 6: Summary of Costs

EXHIBIT 7: General Requirements

EXHIBIT 8: Proposal Evaluation Rating Sheet

EXHIBIT 9: Ebusiness Submitting a Proposal

EXHIBIT 10: Certification Regarding User Agreements