

September 25, 2015

**SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL RECRUITMENT AND SOURCING RESEARCH SERVICES FOR MULTIPLE STAFFING FUNCTIONS AS REQUESTED ON A “CALL-IN” BASIS DURING 2016 - 2018 (RFP# 43861)**

Dear Sir or Madam:

The Port Authority of New York and New Jersey, (the "Authority"), is seeking Proposals in response to this Request for Proposals (RFP) for a Consultant to perform expert professional recruitment services as required to identify a diverse pool of senior executive, mid-level and highly technical candidates as the need arises in a number of functional categories, as outlined herein under Attachment D during 2016 - 2018.

As part of this program, the Authority, requests your Proposal for furnishing the subject services on a “call-in” basis. The scope of services to be performed by you are set forth in Attachment A to the Authority’s standard agreement (the “Agreement”) included herewith. Carefully review these documents as they form the agreement that the Authority will require you to sign in the event your Proposal is accepted.

Firms shall be categorized based upon their particular area of expertise as presented in their Proposal. Proposals shall be evaluated based upon the criteria listed herein and cost, as appropriate. Firms shall receive a technical rating, and be ranked in consideration of both technical score and cost. Typically, comparably rated firms costing less are ranked higher. Firms may be pre-qualified in multiple functional categories within the Executive retained search and Mid-level contingency search and Sourcing Research Services areas.

Executive Searches:

As the need(s) arise to fill identified executive positions, position requirements will be sent to firms selected in the appropriate functional categories. Upon receipt of a request from the Authority, the selected Consultant shall submit a schedule for performance of the requested search. Approval of said schedule, and direction from the Authority to proceed, shall authorize performance of services under the Agreement.

Mid-Level Position Searches:

As the need(s) arise to fill mid-level positions, position requirements will be sent to firms within a particular category who will be asked to review the position requirements and submit a specified number of resumes meeting the position requirements. After review of submissions, the Authority will 1) select a candidate(s) and request the firm to complete performance of the required services as outlined in Attachment A; or, 2) if no acceptable resumes are received, request additional resumes from each of the firms. Compensation for these services is contingent upon the successful hire of a candidate proposed by an approved firm.

Sourcing Research Services

As the need(s) arise to fill highly specialized/technical, facility operations and maintenance and hard-to-source positions, position requirements will be sent to sourcing firms within a particular category who will be asked to review the position requirements, research the marketplace to source and generate passive candidates, submit resumes of applicants who are not actively seeking new employment opportunities meeting the position requirements. After review of submissions, the Authority will 1) select a candidate(s) and 2) retain the candidate resumes submitted to build a candidate pool for future positions. The firm will conduct pre-screens and reference checks as appropriate. Compensation for these services are based on an hourly rate or flat fee structure.

**I. PROPOSER REQUIREMENTS:**

Only proposals from firms that can demonstrate compliance with the following requirements for each of the categories to which they are applying shall be considered:

A. Executive Search Firm Requirements:

1. At least five (5) years of firm experience performing the type of services, within the particular category(ies) for which your firm is applying; and
2. At least two (2) relevant placements within the category(ies) for which your firm is applying during the past three (3) years prior to the date of submission of Proposal.

B. Mid-Level Search Firm Requirements:

1. At least five (5) years of firm experience performing the type of services, within the particular category(ies) for which your firm is applying; and
2. At least two (2) relevant placements within the category(ies) for which your firm is applying during the past three (3) years prior to the date of submission of Proposal.

C. Sourcing Research Services Requirements:

1. At least five (5) years of firm experience performing the type of services, within the particular category(ies) for which your firm is applying; and
2. Submit a list of all relevant placements and/or sourcing projects within the category(ies) for which your firm is applying during the last three years prior to the date of submission of Proposal.

A determination that a Proposer meets this requirement is no assurance that the Proposer will be selected for performance of the subject services.

**II. PROPOSAL FORMAT REQUIREMENTS:**

To respond to this RFP, the Proposer shall submit a concise Proposal complying with the following requirements:

- A. To be acceptable, the Proposal shall be single-sided using 12 point or greater font size. Resumes shall be 1-page maximum and may be double-sided using 12 point or greater

front size. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with “Your Firm Name”, and **RFP #43861** clearly indicated on the cover.

- B. Each section of the Proposal shall be separated with a tab divider that is labeled in accordance with the letter of the requirements specified below in Section III.
- C. All proposals must be delivered in sealed envelopes and/or packages. Address Proposal to: The Port Authority of New York and New Jersey, 4 World Trade Center, 150 Greenwich Street, 21<sup>st</sup> Floor, New York, NY 10007, Attention: RFP Custodian. You are requested to submit one (1) reproducible original and eight (8) USB drives of your Proposal for review. Notwithstanding retention of the USB drive, in case of conflict, the reproducible original of the Proposal shall take precedence over material on the USB drive. If your proposal is to be hand-delivered, note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority’s offices. Individuals without proper identification shall be turned away and their packages not accepted. There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. Express carrier deliveries by commercial vehicles will only be made via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Please note that use of the U.S. Mail does not guarantee delivery to Authority offices by the above listed due date for submittals. Proposers using the U.S. Mail are advised to allow sufficient delivery time to ensure timely receipt of their proposals. Presently, UPS is the only delivery vendor with approved recurring delivery times. UPS makes deliveries to 4 WTC around 9:30 a.m. each day. Please plan your submission accordingly. As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated. Under certain circumstances, a solicitation may allow for a commercial vehicle to be approved to make a delivery in accordance with the VSC procedures. If applicable, the specific solicitation document will include that information. The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures, or security requirements.
- D. In each submission to the Authority, including any return address label, the information on the compact disc, and information on the reproducible original and copies of the Proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in contract awards and contract payments, which shall be the responsibility of the Proposer.
- E. Your Proposals should be received in sufficient time so that the Authority receives them **no later than 2:00 on October 23, 2015**. The cover of your submittal must include the RFP Number (as stated above) and the RFP title. The Authority assumes no responsibility for delays caused by any delivery services.

**III. SUBMISSION REQUIREMENTS:**

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, a copy of Attachment B, signed by an officer of your company
- B. A completed copy of Attachment C (Company Profile).
- C. Complete a copy of Attachment D (Category Summary).
- D. For each category in which you propose to perform services (as indicated by you in the Category Summary) provide a list of previous placements made by you as follows: (Print additional copies of Attachments E, F and G as required to identify all placements made during the specified period.):
  - 1. For each Executive Search category identify all relevant placements made by your firm within said category during the last three (3) years by completing Attachment E. Provide all requested information.
  - 2. For each Mid-level Search category identify all relevant placements made by your firm within said category during the last three (3) years by completing Attachment F. Provide all requested information.
  - 3. For each Sourcing Research category identify all relevant placements made and/or sourcing projects handled by your firm within each said category during the last three (3) years by completing Attachment G. Provide all requested information.
- E. Your proposed management approach for the performance of services hereunder, include your quality control plan (steps to be taken to ensure that submitted resumes are appropriate and consistent with the position requirements).
- F. The proposed technical approach to be taken for the performance of the required services under each task outlined in Attachment A, including the search methodology to be employed by you for identifying qualified candidates.
- G. Proposers shall provide detailed cost information as follows:
  - 1. Firms wishing to provide Executive Search Services shall provide a retainer fee as provided in Paragraph 8 of the Authority Standard Agreement regarding compensation. Executive searches shall be performed on an exclusive basis and the retainer fee paid in installments at various agreed upon points during the search.
  - 2. Firms wishing to provide Mid-level search services shall be paid on a contingency basis as provided in Paragraph 8 of the Authority Standard Agreement regarding compensation. Payment of the fee is contingent upon the successful hire and commencement of services of a referred candidate.

3. Firms wishing to provide Sourcing Research Services shall provide an hourly rate for candidate sourcing research and/or flat fee for sourcing project or applicable fees as provided in Paragraph 8 of the Authority Standard Agreement regarding compensation. Payment of the hourly rate and/or sourcing research fee shall be paid upon presentation of candidate list and resumes. The Authority will own the generated candidate list and hire candidates provided at no additional fees or charges.

H. A complete list of your firm's affiliates.

I. If the Proposer or any employee, of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.

J. The Proposer is expected to agree with the standard agreement and its terms and conditions. You should therefore not make any changes in this standard agreement, nor restate any of its provisions in your Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Authority is under no obligation to entertain or accept any such specific exceptions. Exceptions raised at a time subsequent to proposal submission will not be accepted. The scope of the tasks to be performed by you are set forth in Attachment A to the Authority's standard agreement.

#### **IV. SELECTION PROCESS:**

The review, rating and ranking of proposals shall first be based upon the technical qualifications as indicated below. The qualifications based selection shall take into consideration the technical qualifications presented, and subsequently cost, as appropriate. After consideration of these factors the Authority may enter into negotiations with the firm (or firms) deemed best qualified in terms of the forgoing factors to perform the required services.

Technical qualifications shall include consideration of the following factors listed in order of importance:

- A. Qualifications and experience of the staff proposed to perform services hereunder.
- B. Qualifications and experience of the firm, including the quality of similar services provided to others, and the demonstrated ability to complete the services in accordance with the project schedule.
- C. Management approach for the performance of the contemplated services.

#### **V. ORAL PRESENTATIONS:**

After review of all proposal submissions, an oral presentation to the selection committee and others as appropriate may be requested. It should be noted that firms selected to make presentations may be given short advance notice. Presentations would be limited to 30

minutes, and include the material contained in your Proposal. The presentation would be followed by an approximately 30-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Account Manager, who may be supported by no more than (1) other senior staff member proposed to work on this project.

**VI. ADDITIONAL INFORMATION:**

If your firm is selected for performance of the subject services, the agreement you will be asked to sign will include clauses entitled "Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information" And "Non-Collusive Proposing, And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees". By submitting a proposal the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with his proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your proposal, clearly marked "CERTIFICATION STATEMENT".

It is Authority policy that its consultants, contractors and vendors comply with the legal requirements of the States of New York and New Jersey. Your attention is therefore called to New York State's requirements that certain contractors, affiliates, subcontractors and subcontractors' affiliates register with the New York State Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes. Similarly, New Jersey requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State's Department of the Treasury.

After a review of all proposals received, and oral presentations if applicable, the Authority will forward two copies of the Agreement and Attachment A thereto to the selected firm(s) who shall sign and return both copies. The return of one copy executed by the Authority will effectuate the Agreement.

Proposers are advised that additional vendor information, including, but not limited to forms, documents and other related information may be found on the Authority website at [www.panynj.gov](http://www.panynj.gov). Also, Proposers are encouraged to periodically access the Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=4> for RFP updates and addenda.

Should you have any questions, please e-mail them to Jessica L. Smith at [JLSmith@panynj.gov](mailto:JLSmith@panynj.gov). All questions must be received at least five (5) working days prior to the proposal due date. Neither Ms. Smith nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the Manager, Professional, Technical and Advisory Services Division, and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

Proposal preparation costs are not reimbursable by the Authority, and the Authority shall have no obligation to a firm except under a duly authorized agreement executed by the Authority.

No rights accrue to any Proposer except under a duly authorized agreement for performance of the specified services.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more Consultants and to proceed with that Proposal or modified Proposal, if any, which in its judgment will, under all the circumstances, best serve the public interest.

Sincerely,

David Gutiérrez, CPPO  
Manager, Construction Procurements  
Procurement Department

Attachments

## ATTACHMENT A

### PERFORMANCE OF EXPERT PROFESSIONAL RECRUITMENT AND SOURCING RESEARCH SERVICES FOR MULTIPLE STAFFING FUNCTIONS AS REQUESTED ON A “CALL-IN” BASIS DURING 2016 - 2018

#### **I. BACKGROUND**

For background with respect to The Port Authority of New York and New Jersey (the “Authority”) see [www.panynj.gov](http://www.panynj.gov). Additionally, the most recent electronic version of the Authority’s Annual Report is available at <http://www.panynj.gov/corporate-information/annual-reports.html>.

The Authority continues to build its human capacity through the recruitment of a qualified and diverse workforce that possess the skills required to achieve the agency’s business objectives. Towards that purpose, the Human Resources Department is seeking to develop a list of qualified executive search firms, contingency search firms and sourcing research firms. These firms shall provide professional and specialized recruitment, as well as sourcing services on an as-needed basis to fill positions in the following categories:

- A. Executive and mid-level management
- B. Highly specialized/technical
- C. Facility operations and maintenance

The functional areas of specialization at the Authority include engineering, construction and project management, facility operations and maintenance/facility management, finance and real estate, transportation including aviation, maritime/ports, rail transit, tunnels and bridges, information technology, environmental and energy management safety and security, public relations and government affairs, and corporate services (e.g., human resources, legal, procurement, etc.). Executive and contingency search firms and sourcing research firms with specialization in military/veterans recruitment will also be included.

#### **II. SCOPE OF WORK**

The services of the Consultant shall generally consist of but are not limited to sourcing and identifying a diverse pool of well-qualified candidates for executive level, mid-level management, highly specialized/technical and operations and maintenance positions within the Authority, as required. Anticipated staffing categories are as outlined in Attachment D – Functional Category Summary, included herewith and made a part hereof. In response to a request to fill a specific vacancy, the Consultant shall source, identify and screen prospective candidates. Those candidates best meeting the position requirements shall be submitted to the Authority for consideration. After review of candidate(s) submitted, the Authority may interview, or further screen said candidate, as appropriate.

#### **III. DESCRIPTION OF CONSULTANT TASKS**

Tasks to be performed by the Consultant may include, but shall not be limited to:

#### A. Executive Search Services

Specific tasks to be performed by the Consultant for each of the executive searches shall include, but not be limited to:

1. Consult with Authority senior staff to:
  - a. Review and discuss position description(s) and requirements and to propose changes thereto as appropriate, for review and approval by the Director of Human Resources;
  - b. Discuss organization structure, culture, candidate profile/qualifications, search strategy/approach, timeline and expectations;
2. Develop a recruitment plan that identifies a select list of target organizations, individuals, industry sources and professional networks for review and approval by the Authority;
3. Conduct preliminary screening of candidate(s) and interview(s) as appropriate, to assess qualifications and interest in the position which includes but is not limited to contacting the candidate to assess the candidate's interest, salary expectations, etc. prior to actually interviewing the candidate;
4. Perform preliminary reference checks to validate past performance and qualifications, verify and authenticate the candidate's credentials and document your findings. Documentation shall include candidate profile(s) and credentials, as well as an assessment of individual strengths and weaknesses with respect to the position;
5. Meet with Authority staff to present and discuss qualified candidates for consideration and provide detailed profile summaries of the candidates including biographical data, a thorough summary of business experience, and formal analysis and recommendations;
6. Conduct progress meetings on a weekly basis, detailing your activities and progress as well as developing and implementing strategy and action steps necessary to complete the assignment in an expeditious manner;
7. Provide written and verbal progress reports to the Project Manager, as required. Reports shall identify proposed candidates and document findings;
8. Attend and/or facilitate follow-up meetings between the Authority and the candidate(s) as required, and make recommendations to the Authority on candidate selection, giving your reasons therefor;
9. Upon selection of a candidate(s), conduct in-depth reference checks on each finalist and submit to the Authority a comprehensive summary report documenting your findings. Consultant shall conduct reference checks on final candidates at the Project Manager's request. A reference check summary report shall be sent to the Project Manager for review and use. The Consultant shall contact the finalist to ask any questions; and
10. Assist the Authority in the negotiation of a final offer and terms of employment.

## B. Mid-Level Contingency Searches

Specific tasks to be performed by the Consultant for mid-level search services for management, operations and highly specialized/technical positions shall include, but not be limited to:

1. Assist the Authority with targeted sourcing and talent acquisition research for mid-level management, operations, and highly specialized/technical positions;
2. Review position description(s) and requirements, and consult with the Authority on position specifications and compensation requirements;
3. Search existing networks, databases, and social media networks to source potential candidates;
4. Develop candidate profiles and conduct research to find candidates who meet the position criteria;
5. Conduct preliminary screening of candidates, and conduct pre-screen interview(s) as appropriate, to assess qualifications and interest in the position; and
6. Refer resumes of qualified candidates to the Authority for consideration.

## C. Sourcing Research Services

Specific tasks to be performed by the Consultant for sourcing research services for highly specialized/technical, operations and maintenance and hard-to-source positions shall include, but not be limited to, the following:

1. Assist the Authority to identify highly specialized and/or technical candidates/candidates not actively seeking new employment opportunities (herein referred to as passive candidates) in any of the categories listed in this scope of work by direct sourcing of names and research;
2. Assist the Authority with targeted sourcing and talent acquisition research for mid-level management, operations, highly specialized/technical and hard-to-source positions, such as Rail Signal Engineers, Airport Environmental Noise Specialists, PeopleSoft Analytics and Systems Managers;
3. Review position description and requirements and consult with the Authority on position specifications and compensation requirements;
4. Develop candidate profiles and conduct extensive research to find candidates who meet the position criteria;
5. Research, target and identify passive candidates through various methods including networks, databases and/or direct targeted sourcing of industries, companies and names;
6. Provide the Authority with industry specific labor market intelligence;
7. Conduct preliminary screening of candidates, and conduct pre-screen interview as appropriate, to assess qualifications and interest in the position; and
8. Refer names and resumes of qualified candidates to the Authority for consideration.

**P.A. Agreement #HRD-16-\*\*\***

DATE

FIRM

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Attention: CONTACT, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2016 - 2018**

Dear M\*. \*\*\*:

1. The Port Authority of New York and New Jersey (the "Authority") hereby offers to retain FIRM NAME (the "Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on a "call-in" basis during 2016.

At the Authority's discretion, the Consultant may be required to enter into a new agreement for the following three (3) years (2017, 2018, and 2019). Said agreement(s) shall be identical to this Agreement unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant as noted above at least thirty (30) days prior to the end of the current term.

The Authority does not guarantee the ordering of any services under this Agreement and specifically reserves the right, in its sole discretion, to use any person or firm to perform the type of services required hereunder.

This Agreement shall be signed by you and the Authority's Chief Procurement Officer. As used herein and hereafter, the "Director" means the Authority's Director of the Human Resources Department acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in them unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Director has designated \*\*\*\*, TITLE, to act as her duly authorized representative. The Project Manager for this project is \*\*\*\*\*, at (\*\*\*) \*\*\*-\*\*\*\*, or e-mail address [\\*\\*\\*\\*\\*@panynj.gov](mailto:*****@panynj.gov).

2. Your services shall be performed as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of all your services under this Agreement.

The Consultant shall verify that its employees working under this Agreement in the United States are legally present and authorized to work there, as per the federally required I-9 Program. Furthermore, upon request of the Authority, the Consultant shall furnish, or provide access to the

Authority, federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

3. Subcontracting is expressly prohibited under this Agreement.

4. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Director for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Director in writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Director and you shall submit to him or her for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

5. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services as if the services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Director personally, in which case the requirements of said notification shall apply.

6. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove if, in his or her sole opinion said items are not in accordance with the requirements of this Agreement, sound engineering principles, or accepted professional standards, or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

7. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder (including reimbursable expenses) reaches the

combined total of each of the approved estimated costs unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed.

8. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. When the services of the Consultant consist of performing Executive Search services, as approved in advance by the Authority, the Authority shall pay you on an exclusive, retainer basis not to exceed \*\*% of the actual annual salary paid to the selected candidate (the "fee"), plus out-of-pocket expenses as provided below. Payments shall be made as follows:

1) First payment: within 30-days of receipt of authorization from the Director to proceed with the performance of services, Consultant shall submit an invoice in the amount equal to one-third of the fee, plus out-of-pocket expenses:

2) Second payment: 60-days after receipt by the Authority of the first invoice, the Consultant shall submit its second invoice in the amount equal to one-third of the fee, plus out-of-pocket expenses.

3) Third payment: 90-days after receipt by the Authority of the first invoice, or "at the time of hire" the Consultant shall submit its final invoice, in the amount equal to one-third of the fee, plus out-of-pocket expenses.

B. When the services of the Consultant consist of performing Mid-level Search services, as approved in advance by the Authority, the Authority shall pay you at a rate not to exceed \*\*% of the actual annual salary paid to the selected candidate. Payment of said fee shall be contingent upon the successful hire and commencement of services of the selected individual.

C. Firms wishing to provide Sourcing Research Services shall provide an hourly rate for candidate sourcing research and/or flat fee for sourcing project or applicable fees. Payment of the hourly rate and/or sourcing research fee shall be paid upon presentation of candidate list and resumes. The Authority will own the generated candidate list and hire candidates provided at no additional fees or charges.

D. Out-of-pocket expenses, approved in advance by the Chief Engineer, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

E. When the Consultant uses its personal vehicle to provide services within the Port District, the Consultant will be reimbursed for travel expenses beyond normal commuting costs at a rate

not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the United States General Services Administration (GSA) – <http://www.gsa.gov/portal/content/100715>) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals will be reimbursable hereunder when approved in advanced in writing by the Chief Engineer. The cost for all meals and lodging on approved overnight trips is limited to the amounts established by the United States GSA for that locality.

GSA Domestic Rates: <http://www.gsa.gov/portal/category/21287>

You shall obtain the Director's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

F. As used herein:

"Port District" is an area comprised of about 1,500 square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States.

9. According to the schedule outlined above, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Director. Upon receipt of the foregoing, the Director will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority shall, within fifteen days after receipt of such certification by the Director, advance to you by check the sum certified minus all prior payments to you for your account.

10. You shall keep and submit receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

The Authority shall have the right to inspect your records, pertaining to any compensation to be paid hereunder, such records to be maintained by you for a period of one year after completion of services to be performed under this Agreement.

11. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days written notice to you. You shall have no right of termination as to any services under this

Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Director through the date of termination, minus all prior payments to you.

12. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Agreement, unless you first obtain the written approval of the Director. Such approval may be withheld if for any reason the Director believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

13. Under no circumstances shall you communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided that, unless otherwise instructed by the Director, data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary.

14. Any services performed for the benefit of the Authority at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services.

15. No certificate, payment (final or otherwise), acceptance of any work or any other act or omission of the Authority or the Director shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

16. Originals of estimates, reports, records, data, charts, documents, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this

Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea or other matter, which is the subject of a valid patent, unless owned by the Consultant, or an employee of the Consultant. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form of which has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form of which has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, its officers, agents, or employees, the Authority will have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

17. Notwithstanding anything to the contrary herein, the work product of the Consultant, its officers, agents, employees, or subconsultants which is produced in accordance with the Agreement, whether it consists of computer programming or documentation thereof, including source code, and on any media whatsoever, shall be deemed to belong exclusively to the Authority, and the Authority will have the exclusive right to obtain and to hold in its own name any and all copyrights, patents, trade secrets or other proprietary rights and protection as may be produced as part of this work product, including the right to extensions or renewals, where appropriate. The work product shall not be destroyed or released to anyone outside of the Engineering Department without express written authorization of the Chief Engineer. The Authority will have the exclusive right to use or permit the use of them and any ideas or methods

represented by them for any purpose and at any time without other compensation than that specifically provided for herein. You agree to contract with your employees for the benefit of the Authority to insure that the Authority has such rights and to give to the Authority or any party designated by the Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

18. You shall promptly and fully inform the Director in writing of any intellectual property disputes, or of any patents or patent disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

19. You shall promptly and fully inform the Director in writing of any patents or patent disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

## 20. NON-DISCRIMINATION REQUIREMENTS

The Consultant shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of this Contract.

A. Consultant hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subconsultants and/or vendors under this Contract. Consultant shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.

B. Consultant agrees that these “Non-Discrimination Requirements” are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Consultant or any of its subconsultants or vendors has not complied with these “Non-Discrimination Requirements”, the Authority may cancel, terminate or suspend this Contract in accordance with Section 12 of these Standard Terms and Conditions entitled “Default, Revocation, or Suspension of Contract.”

C. Consultant agrees to cooperate fully with the Authority’s investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these “Non-Discrimination Requirements.”

## 21. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, and to sensitive security sites and facilities (including rental spaces) to any person that declines to abide by Authority security procedures and protocols, and to any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Consultant and its staff depending upon the level of security required, and to make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Execution of Non-Disclosure and Confidentiality Agreements and Acknowledgments

At the direction of the Authority, you shall have your employees execute Authority approved non-disclosure agreements.

- Consultant identity checks and background screening

The Consultant may be required to have its staff, visitors or others over whom the Consultant has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks.

The Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers is located at <http://www.secureworker.com>, or S.W.A.C. can be contacted directly at (877) 522-7922 for more information and the latest pricing. If approved by the Project Manager, the cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person shall be permitted on or about the non-public areas of the Authority's construction sites or facilities (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the Authority requires facility-specific identification

credentials for the Consultant, the Authority will supply such identification at no cost to the Consultant. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the Consultant to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Consultant will be billed for the cost of the replacement identification credential. Staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working at, or leaving an Authority construction site or facility.

Staff may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, non-laminated social security card for identity and SSN verification.

- Designated Secure Areas

Services under the Agreement may be required in designated secure areas, as the same may be designated by the Authority ("Secure Areas"). The Authority will require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel. All personnel that require access to designated Secure Areas who are not under escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Consultant shall notify the Project Manager. The Consultant shall conform to the procedures as may be established by the Project Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Consultant shall request a description from the Project Manager of the Secure Areas, which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Project Manager during the term of the Agreement.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction sites or facilities (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained consultant security guards. However, this provision shall not relieve the Consultant of its responsibility to secure its equipment and work and service suppliers at the Authority construction sites or facilities (including rental spaces). In addition, the Consultant, or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or to make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Agreement, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction sites or facilities shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Agreement may require access to Authority information considered Protected Information (“PI”) as defined in the Port Authority Information Security Handbook (“Handbook”), dated October 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this Agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Consultant to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Authority or when released by the Authority to outside entities. The Handbook can be obtained upon request or at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>.

· Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section and the Handbook in order to assess the extent of compliance with security requirements, PI procedures, protocols and practices, which may include, but which are not necessarily limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

22. The Consultant assumes the following distinct and several risks to the extent arising from the negligent or willful intentional acts or omissions of the Consultant in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder;

B. The risk or loss or damage to any property of the Consultant arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or the Authority, for loss or damage to any property of the Consultant’s agents, employees, materialmen or others performing services hereunder;

D. The risk of claims, just or unjust, by third persons made against the Consultant or the Authority on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising in connection with the performance of services hereunder including claims against the Consultant or the Authority for the payment of workers’ compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expenses incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event the Consultant shall not without obtaining express advance permission from the General Counsel of the Authority raise

any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

Inasmuch as the Authority has agreed to indemnify the Cities of New York, New York and Newark, New Jersey against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

## 23. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

### A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. If vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is unescorted in the performance of any field services airside, or if so directed by the Authority, the Commercial General Liability Insurance and Automobile Liability Insurance must contain limits of not less than \$25,000,000 combined single limit per occurrence, as provided in item 2) (a) below. In addition, the liability policies (other than Professional

Liability) shall include the “Port Authority of New York and New Jersey and its related entities” as additional insureds and shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Consultant’s insurance shall be primary insurance as respects to the above additional insureds, its representatives, officials, and employees. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

Further, the certificate of insurance and the liability policy(ies) shall be specifically endorsed that *“The insurance carrier(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”*

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Director for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

- a) If the services of the Consultant, as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.
- b) Endorsement to eliminate any exclusions applying to the explosion, collapse, and underground property damage (XCU) hazards.
- c) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
- d) Coverage for work within fifty (50) feet of railroad.

**B. Workers' Compensation Insurance:**

1) The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer’s Liability Insurance with limits of not less than \$1,000,000 each accident. A waiver of subrogation in favor of the Authority and its related entities, as allowed by law, shall be included.

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Director for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

- a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
- b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
- c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

C. Professional Liability Insurance:

The Consultant shall take out and maintain Professional Liability Insurance in limits of not less than \$5,000,000 each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

Prior to commencement of work at the site, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance stating the title of this Agreement, the P. A. Agreement number, compliance with notice of cancellation provisions, and containing a separate express statement of compliance with each of the requirements above set forth, via e-mail, to the Project Manager.

1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

2) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

3) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the General Manager shall so direct, the Consultant shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.

4) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the

Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

**24. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION AND DISCLOSURE OF OTHER INFORMATION**

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that the Consultant and each parent and/or affiliate of the Consultant has not:

- A. been indicted or convicted in any jurisdiction;
- B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;
- C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;
- D. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;
- E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, proposal rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- G. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

**25. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT OR OTHER FEES**

By proposing on this Agreement, each Consultant and each person signing on behalf of any consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that:

- A. the prices in its proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;

B. the prices quoted in its proposal have not been and will not be knowingly disclosed directly or indirectly by the Consultant prior to the official opening of such proposal to any other consultant or to any competitor;

C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, or as may be revised, (a copy of which is available upon request to the Authority), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

E. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency;

F. the Consultant has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Agreement; and

G. no person or organization has been retained, employed or designated on behalf of the Consultant to impact any Authority determination with respect to (i) the solicitation, evaluation or award of this Agreement; or (ii) the preparation of specifications or request for submissions in connection with this Agreement.

The certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" shall be deemed to be made by the Consultant as follows:

\* if the Consultant is a corporation, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each parent, affiliate, director, and officer of the Consultant, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Consultant with an ownership interest in excess of 10%;

\* if the Consultant is a partnership, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each partner.

Moreover, the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", if made by a corporate Consultant, shall be deemed to have been authorized by the Board of Directors of the Consultant, and such

authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Consultant cannot make the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "24G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Consultant may be able to make the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period, or during the term of this Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances, the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

#### 25. CONSULTANT ELIGIBILITY FOR AWARD OF AGREEMENTS - DETERMINATION BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC AGREEMENTS

Consultants are advised that the Authority has adopted a policy to the effect that in awarding its agreements it will honor any determination by an agency of the State of New York or New Jersey that a Consultant is not eligible to propose on or be awarded public agreements because the Consultant has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Consultant whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a proposal on an Authority agreement and then to establish that it is eligible to be awarded an agreement on which it has proposed because (i) the state agency determination relied upon does not apply to the Consultant, or (ii) the state agency determination relied upon was made without affording the Consultant the notice and hearing to which the Consultant was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

#### 26. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

During the term of this Agreement, the Consultant shall remain responsible. The Consultant agrees, if requested by the Authority, to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Authority, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the responsibility of the Consultant. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant shall comply with the terms of the suspension order. Agreement activity may resume at such time as the Authority issues a written notice authorizing a resumption of performance under the Agreement.

Upon written notice to the Consultant, and an opportunity to be heard with appropriate Authority officials or staff, the Agreement may be terminated by the Authority at the Consultant's expense

where the Consultant is determined by the Authority to be non-responsible. In such event, the Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and may pursue available legal or equitable remedies for breach, including recovery of costs from Consultant associated with such termination.

## 27. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

At all times, the Consultant shall not offer, give or agree to give anything of value either to an Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority of duties involving transactions with the Consultant on behalf of the Authority, whether or not such duties are related to this Agreement or to any other Authority agreement or matter. Any such conduct shall be deemed a material breach of this Agreement.

As used herein “anything of value” shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Agreement or any other Authority agreement), etc. which might tend to obligate the Authority employee to the Consultant, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Authority agreement. Where used herein, the term “Port Authority” or “Authority” shall be deemed to include all subsidiaries of the Authority.

The Consultant shall ensure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it or by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In the event that the Consultant becomes aware of the occurrence of any conduct that is prohibited by this section entitled “No Gifts, Gratuities, Offers of Employment, Etc.”, it shall report such occurrence to the Authority’s Office of Inspector General within three (3) business days of obtaining such knowledge. (See “<http://www.panynj.gov/inspector-general>” for information about reporting information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, or as may be revised, (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, to keep confidential, a) all information disclosed by the Authority or its consultants to you or b) developed by you in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

The Consultant shall include the provisions of this clause in each subagreement entered into under this Agreement.

## 28. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Authority in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Authority, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Authority may require the Consultant to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Authority and shall become a requirement, as though fully set forth in this Agreement. In the event the Authority shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Authority to be no longer appropriate because of such preclusion, then the Authority shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or

transactions that result from the findings of its evaluations hereunder or from participation in any agreements, which result, directly or indirectly, from the services provided by the Consultant hereunder. The Authority's determination regarding any conflict of interest shall be final.

## 29. DEFINITIONS

As used in sections 21 to 25 above, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or federal, state, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Consultant by whatever titles known.

Parent - An individual, partnership, joint venture or corporation, which owns more than 50% of the voting stock of the Consultant.

30. The entire Agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

31. No Commissioner, Director, officer, agent or employee of the Authority (or any of its subsidiaries) shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

32. If the foregoing meets with your approval, please indicate your acceptance by signing the original and the additional enclosed copy in the lower right-hand corner and returning them to the Authority.

Very truly yours,

ACCEPTED:

THE PORT AUTHORITY OF  
NEW YORK AND NEW JERSEY

<FIRM NAME>

Lillian D. Valenti  
Chief Procurement Officer  
Procurement Department

By: \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS**

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from “32” to “33” and insert a new Paragraph “32” as follows:

32. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles.

**ATTACHMENT B**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL  
RECRUITMENT AND SOURCING RESEARCH SERVICES FOR MULTIPLE  
STAFFING FUNCTIONS AS REQUESTED ON A “CALL-IN” BASIS DURING 2016  
(RFP# 43861)**

**AGREEMENT ON TERMS OF DISCUSSION**

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion (“Agreement”), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority’s Board of Commissioners on October 22, 2014, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.  
DO NOT RETYPE.

**ATTACHMENT C**  
**COMPANY PROFILE**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT  
PROFESSIONAL RECRUITMENT AND SOURCING RESEARCH  
SERVICES FOR MULTIPLE STAFFING FUNCTIONS AS REQUESTED  
ON A “CALL-IN” BASIS DURING 2016 - 2018 (RFP# 43861)**

1. Company Name (print or type):

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2. Business Address (to receive mail for this RFP):

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3. Business Telephone Number: \_\_\_\_\_

4. Business Fax Number: \_\_\_\_\_

5. Firm website: \_\_\_\_\_

6. Federal Employer Identification Number (EIN): \_\_\_\_\_

7. Date (MM/DD/YYYY) Firm was Established: \_\_\_\_/\_\_\_\_/\_\_\_\_

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

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9. Officer or Principal of Firm and Title:

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10. Name, telephone number, and email address of contact for questions:

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11. Is your firm certified by the Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)?        Yes        No

If yes, please attach a copy of your **Port Authority** certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Authority, see the Authority’s web site – <http://www.panynj.gov/business-opportunities/supplier-diversity.html>, to receive information and apply for certification.

**ATTACHMENT D  
FUNCTIONAL CATEGORY SUMMARY**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT  
PROFESSIONAL RECRUITMENT AND SOURCING RESEARCH SERVICES  
FOR MULTIPLE STAFFING FUNCTIONS AS REQUESTED ON A “CALL-IN”  
BASIS DURING 2016 - 2018 (RFP# 43861)**

For each functional category for which your firm proposes to perform services, check the appropriate box (es) for the type of search(s) you intend to provide.

<b>FUNCTIONAL SPECIALTY</b>	<b>EXECUTIVE SEARCHES (RETAINER)</b>	<b>MID-LEVEL SEARCHES (CONTINGENCY)</b>	<b>SOURCING RESEARCH SERVICES</b>
1 - Engineering/Architecture			
2 – Construction/Project Management			
3 – Finance ( <i>Accounting, Audit, Budget, Treasury</i> )			
4 - Real Estate			
5 – Environmental/Energy Management			
6. Facilities Operations & Maintenance/Facilities Management			
7- Information Technology			
8 – Transportation Industries: Aviation Maritime/Port Rail Transit Bridges & Tunnels			
9 – Security/Public Safety/Law Enforcement			
10 – Corporate Services ( <i>e.g., Human Resources, Labor Relations, Procurement, Legal</i> )			
11- Public Affairs/Government /Media Relations			
11- Military /Veterans			

**ATTACHMENT E**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF  
PROFESSIONAL RECRUITMENT AND SOURCING RESEARCH SERVICES  
FOR MULTIPLE STAFFING FUNCTIONS AS REQUESTED ON A  
“CALL-IN” BASIS DURING 2016 – 2018 (RFP# 43861)**

**EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of two executive search placements completed in the past three years for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: \_\_\_\_\_  
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

Placement #2

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

Placement #3

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

Placement #4

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

## ATTACHMENT F

### REQUEST FOR PROPOSALS FOR PERFORMANCE OF PROFESSIONAL RECRUITMENT AND SOURCING RESEARCH SERVICES FOR MULTIPLE STAFFING FUNCTIONS AS REQUESTED ON A “CALL-IN” BASIS DURING 2016 – 2018 (RFP# 43861)

#### MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of two mid-level search placements completed in the past Two years for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: \_\_\_\_\_  
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

##### Placement #1

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

##### Placement #2

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

##### Placement #3

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

##### Placement #4

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

##### Placement #5

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

**ATTACHMENT G**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF  
PROFESSIONAL RECRUITMENT AND SOURCING RESEARCH SERVICES  
FOR MULTIPLE STAFFING FUNCTIONS AS REQUESTED ON A “CALL-IN”  
BASIS DURING 2016 – 2018 (RFP# 43861)**

**SOURCING RESEARCH SERVICES EXPERIENCE BY CATEGORY**

Provide the following information for all relevant sourcing research placements and/or staffing projects completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: \_\_\_\_\_  
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

Placement #2

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

Placement #3

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

Placement #4

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

Placement #5

Client Name: \_\_\_\_\_

Title of Placement: \_\_\_\_\_

Date of Placement: \_\_\_\_\_