Occupational Health Services RFP

The Port Authority Transit Corporation (PATCO), a wholly owned subsidiary of the Delaware River Port Authority (DRPA), is seeking a vendor to provide occupational health services for its employees in Lindenwold and Camden, New Jersey. The services provided must meet the requirements set forth by policies, regulations, requirements and guidelines of PATCO, DRPA, OSHA, FTA and FMCSA. The selected vendor will provide occupational health services to PATCO as described below.

Scope of Services

The services will include but are not limited to the following:
2) Quantitative Respirator Fit Tests in compliance with 29 CFR Part 1910.134
3) Commercial Drivers License Physicals in compliance 49 CFR Part 391.43
4) Audiometric testing in compliance with 29 CFR 1910.95
5) Vision testing for acuity and color blindness
6) EKG
7) Blood Lead Level Testing
9) PSA
10) Hepatitis B Vaccination and Titer Program
11) PATCO Health Fair Services: The following services may be requested at an event promoting employee health: blood pressure screening; cholesterol screening, blood glucose screening, PSA screening, flu vaccinations, body mass index screening, vision screening, hearing screening.

The medical provider will treat and maintain all health related information as mandated by state and federal law.

The Medical provider shall obtain all permits, licenses, and other forms of documentation required in order to comply with such laws, ordinances, and regulations. If Sub Contractors are to be used they will also obtain necessary permits, licenses, and other forms of documentation required in order to comply with such laws, ordinances, and regulations. PATCO shall have no obligation in this regard.

The Medical provider shall supply all necessary labor under competent, technically qualified, experienced supervision to provide the requested occupational health testing and examination services as required by applicable federal laws and regulations, and PATCO’s Program and CDL program including, but not limited to the following:

The Medical provider and its subcontractors during the term of this commitment shall maintain and operate at their own expense all vehicles and equipment required to perform the work described herein and any documents incorporated herein by reference. Leasing of all vehicles and equipment, including vehicle and equipment operators, shall be at the medical providers or its subcontractors own expense for the operation of vehicle and equipment that may be used in the performance of the work covered by this commitment.
The vendor must provide these services at PATCO’s Administrative and Maintenance facility located in Lindenwold, New Jersey. Services must be available on all shifts, 24 hours a day. Services will not be required on weekends or PATCO holidays (New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas).

The vendor will provide unit pricing per individual treated, examined, or tested for each service offered. The vendor will provide a per visit mobilization charge including any additional or optional charge(s) where applicable. The vendor may provide informational pricing for services not listed in the Scope of Services above.

QUESTIONS

Any questions regarding this Request for Proposal must be sent electronically to Howard M. Korsen, Manager, Contract Administration at hmkorsen@drpa.org. Please put “Occupational Health Services RFP” in the subject line of emails. The deadline for submitting questions is 2 PM on April 21, 2011. All questions and answers will be sent to all prospective Respondents.

FORM AND MANNER OF SUBMISSION

A SIGNED original and ten (10) copies of the Response to this Request of Proposal must be submitted in a sealed envelope by 2:00 PM local time on May 3, 2011 to:

Howard Korsen, Manager, Contracts Administration
Delaware River Port Authority
PO Box 1949, 2 Riverside Drive, 7th Floor
Camden, NJ 08101

FAXED OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. LATE RESPONSES WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE RESPONDENT.

The phone number to use for express delivery services is (856) 968-2083.

EVALUATION AND SELECTION

Proposals will be evaluated by a Selection Committee using the following criteria:

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<th>CRITERIA</th>
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<td>I. Technical Ability</td>
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<tr>
<td>A. Understanding of the project</td>
<td>0 – 20</td>
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<td>B. Firm’s experience with similar projects for similar governmental entities, and, in particular Bridge and Transit agencies</td>
<td>0 – 20</td>
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<td>C. Technical approach and/or innovative ideas</td>
<td>0 – 20</td>
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<td>Subtotal Technical Ability Score</td>
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<td>II. Management</td>
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<tr>
<td>A. Experience of project manager and support staff</td>
<td>0 – 15</td>
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B. Prior success in delivering similar projects  
C. Ability to complete project on time  

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<tr>
<th>Criteria</th>
<th>Score</th>
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<tr>
<td>B. Prior success in delivering similar projects</td>
<td>0 – 20</td>
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<tr>
<td>C. Ability to complete project on time</td>
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Subtotal Management Score  0 – 40

Total Proposal Score  0 – 100

In addition to the criteria above, the DRPA will also consider the following factors:

1. Evidence of adequate professional liability insurance coverage.

2. DRPA is firmly committed to providing employment and contracting opportunities to women and minorities, and/or certified minority and women-owned business enterprises. The inclusion of women and minorities staff members within the proposing firm or partnership, or the inclusion of certified minority and/or women-owned business enterprises as part of the team that will actually perform work for DRPA is of significant importance to the Authority.

The final determination will be based on the Authority’s evaluation, in its sole judgment, of which request for proposal best meets the needs of the Authority.

The Authority reserves the right to recommend the award of the agreement to the firm that has been judged to have best met the Request for Proposal qualifications as judged by the Authority in its sole discretion.

Respondents are advised that the Authority reserves the right to meet with Respondents to discuss details of their request for proposal and/or to request written clarification or additional details necessary to clearly understand the request for proposal. All such additional, supplemental or clarifying information may be considered as part of the technical evaluation of the Response. Meetings shall be held at the request of the Authority and shall take place prior to the opening of negotiations for a brokerage/consultant agreement.

INSURANCE REQUIREMENTS
The vendor selected will be required to provide insurance of the prescribed types and minimum amounts as set forth below.

1. All insurance policies required shall be maintained in full force until all services under this Contract are completed. Each policy shall contain the provision that there will be thirty (30) days prior written notice given to the DELAWARE RIVER PORT AUTHORITY in the event of cancellation of, non-renewal of or material change in the policy. An endorsement or the equivalent of, to all insurance policies, shall contain a “Designated Entity – Notice of Cancellation/Nonrenewal Provided By Us”, issued by the insurance companies and such endorsement copy should be provided with the insurance certificates.

Prior to commencing any services under this Contract, the firm selected shall furnish DELAWARE RIVER PORT AUTHORITY with insurance certificates evidencing that the required coverage is in force. The DELAWARE RIVER PORT AUTHORITY shall not be liable for the payment of any premiums under the foregoing.
The insurance companies indicated in the certificates shall be authorized to do business in the Commonwealth of Pennsylvania and State of New Jersey and shall be acceptable to the DELAWARE RIVER PORT AUTHORITY. The financial rating and admitted status of the insurance companies shall be an A.M. Best Rating of A- (Excellent) or Higher and an A.M. Best Financial Size Category of Class VII or Higher.

Neither approval by the DELAWARE RIVER PORT AUTHORITY nor failure to disapprove insurance certificates furnished by the firm selected, shall release the firm selected of full responsibility for all liability as set forth in the indemnification clause stated in SAVE AND HOLD HARMLESS.

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

A. Workers' Compensation Insurance
Workers’ Compensation and Employers Liability: Statutory benefits as required by the Workers’ Compensation laws of the Commonwealth of Pennsylvania and The State of New Jersey and reference to such compliance made on all certificates of insurance.
   a) Workers’ Compensation Coverage: Statutory Requirements
   b) Employers Liability Limits not less than:
      - Bodily Injury by Accident: $1,000,000 Each Accident
      - Bodily Injury by Disease: $1,000,000 Each Employee
      - Bodily Injury by Disease: $1,000,000 Policy Limit

B. Commercial General Liability Insurance
Bodily Injury, Property Damage and Personal Injury (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury, and Broad Form Property Damages).
   Occurrence Form with the following limits:
   (1) General Aggregate: $2,000,000
   (2) Products/Completed Operations Aggregate: $1,000,000
   (3) Each Occurrence: $1,000,000
   (4) Personal and Advertising Injury: $1,000,000
   The DRPA/PATCO should be named as an Additional Insured

Contractual Liability Insurance to include coverage for the liability assumed under Section F. SAVE AND HOLD HARMLESS, in an amount not less than One Million Dollars ($1,000,000.00). Acceptance of coverage in this amount by the DELAWARE RIVER PORT AUTHORITY does not release the vendor selected of full responsibility for all liability set forth in the indemnification clause in the Section entitled Save and Hold Harmless.
C. Professional Liability Insurance
Vendor shall maintain insurance covering losses caused by Professional Services that arise from the operations described under the scope of work of this Request for Proposal.

- Per Claim Limit: $1,000,000
- Aggregate Limit: $2,000,000
- If coverage is written on a Claims-made basis, the vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of one (1) year beginning when the work under the contract is completed.

D. Commercial Automobile Liability Insurance
Coverage to include:
- All Owned, Hired and Non-Owned Vehicles (Any Auto)
- Per Accident Combined Single Limit $1,000,000

E. Commercial Umbrella Liability
- Occurrence Limit: $2,000,000
- Aggregate Limit (where applicable): $2,000,000
- Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverage.
- The DRPA/PATCO should be named as an Additional Insured

F. Loss or Breach of Data Liability Coverage/Cyber Liability
The vendor shall maintain insurance covering third party (including DRPA/PATCO employees) privacy liability claims resulting from theft, loss, or unauthorized display/use of confidential information, such as confidential third party corporate and/or personally identifiable information in your care, custody or control (electronically, on paper, or on a laptop). Such insurance must include coverage for a vendor employee causing the loss or breach. Coverage shall also be provided for liability arising from any confidential information that will be transferred or any transactions that will occur over the Internet (including breach of confidentiality, other such exposures, arising out of these Internet activities)

- Aggregate Limit: $1,000,000

If coverage is written on a Claims-made basis, the vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of one (1) year beginning when the services under the contract are completed.
The DRPA/PATCO should be named as an Additional Insured

G. DRPA, PATCO (including their agents, employees, representatives, officers, directors, stockholders, members and managers) shall be added as ADDITIONAL INSUREDS on all liability policies, except for the Workers’ Compensation and Professional Liability policies. The coverage offered to the ADDITIONAL INSUREDS on consultant’s liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSUREDS and shall not permit or require such other coverage to contribute to the payment of any loss.

H. Any type of insurance or any increase in limits of liability not described above which the vendor requires for its own protection or on account of statute shall be its own responsibility and at its own expense. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the vendor or any of their Sub-consultants. The carrying of insurance described shall in no way be interpreted as relieving the vendor of any responsibility or liability under the contract.

I. Self Insured Retentions:
None of the policies of insurance required of the vendor by this Request for Proposal shall contain self insured retentions in excess of $100,000, unless agreed to in writing by the DRPA/PATCO.

J. Sub-Contractor's/Sub-Consultant's Insurance

If any part of the work under this Contract is to be performed by a sub-contractor or sub-consultant, the firm selected shall be responsible for each sub-contractor or sub-consultant maintaining insurance as specified above in Paragraph (A), (B), (C), (D), (E), (F), (G), (H), and (I). In addition, if a sub-contractor or sub-consultant is required to render any professional services, the firm selected shall be responsible for each sub-contractor or sub-consultant maintaining insurance as specified in this Paragraph (C) and (F).

Save and Hold Harmless

The vendor agrees to defend, indemnify and protect and hold harmless the DRPA/PATCO, their officers, commissioners, directors, members, agents, servants and employees from and against any and all suits, claims, liabilities, losses, judgments, demands and damages arising from claims by third parties, of whatsoever kind or nature, including, but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or other expenses recoverable under applicable law, which may be suffered by or accrue against, be charged to or recoverable from the DRPA/PATCO, their officers, commissioners, directors, members, agents, servants and employees regardless of whether a suit has been filed or initiated but only upon receipt of a written notice alleging a wrongful act (collectively “Claims”) to the extent arising from the negligent performance of the services provided under this Agreement. This includes but is
not limited to Claims caused in part by the DRPA/PATCO, their officers, commissioners, directors, members, agents, servants and employees or which are based on strict liability. However, the vendor shall not be required to defend or indemnify the DRPA/PATCO, their officers, commissioners, directors, members, agents, servants and employees for that portion of any claim, suit, action, damage or cost which is caused by the negligent act or omission of the DRPA/PATCO, their officers, commissioners, directors, members, agents, servants and employees

The defense and indemnification obligations shall arise the moment a Claim is brought against the DRPA/PATCO, their officers, commissioners, directors, members, agents, servants and employees or the moment the DRPA/PATCO receives notice of the Claim, upon timely written notice and receipt by the vendor. The obligations of the vendor shall survive the termination of this Agreement or the completion by the vendor of its obligations under this Agreement.

TERMINATION

Vendor explicitly and unequivocally agrees to indemnify and defend DRPA/PATCO against all allegations of its own independent fault, against vendor employees, notwithstanding workers’ compensation act provisions to the contrary. It is understood and agreed that the DELAWARE RIVER PORT AUTHORITY hereby reserves unto itself the right to terminate or modify this Agreement at any time, for any reason whatsoever, upon giving not less than thirty (30) days prior written notice to the vendor. In the event of the DELAWARE RIVER PORT AUTHORITY’s exercising such right of termination, the DELAWARE RIVER PORT AUTHORITY shall be without further liability whatsoever to the vendor under this Agreement, except that the DELAWARE RIVER PORT AUTHORITY will reimburse vendor for services rendered and costs expended, and pay to the vendor the amount of fee earned by the vendor to the date of said termination. In the event that the DELAWARE RIVER PORT AUTHORITY exercises its right to modify this Agreement, vendor shall have only such rights as may be stated in the Modified Agreement and shall retain no other rights. The vendor agrees that it shall not be entitled to any damages of any nature whatsoever in the event of such termination or modification other than the aforesaid referenced payments.

WORK PRODUCTS

All materials, calculations, computations, specifications and drawings developed and prepared by and equipment required by the vendor, in the performance of its services herein, shall become the property of the DELAWARE RIVER PORT AUTHORITY, and shall be turned over to the DELAWARE RIVER PORT AUTHORITY at or prior to final payment or other termination of this Agreement, or upon written request thereof by the DELAWARE RIVER PORT AUTHORITY.

POLITICAL PAYMENTS AND/OR CONTRIBUTIONS

Vendors seeking to be awarded contracts from the Authority shall warrant to the DRPA that neither the vendor nor anyone authorized to act on the vendor’s behalf has made any payment or
contribution to any political candidate, political committee, public official or any other person or entity, for the purpose of influencing the award of the contract. The vendor agrees that if the Executive Committee of the DRPA decides, after such hearing as it deems necessary, that this warranty has been breached, the vendor shall, within thirty (30) days of this decision, pay to the DRPA liquidated damages equal to twenty-five percent (25%) of the face amount of this Agreement or order, provided: The Executive Committee’s decision shall be final unless the vendor seeks a review thereof in a commercial arbitration proceeding conducted by the American Arbitration Association, instituted by the vendor within fifteen (15) days of receipt of the Executive Committee’s decision: The vendor further agrees that it shall be ineligible to receive any award of any contract or purchase order from the DRPA for a period of one (1) year from the date of any final decision unfavorable to it.

Vendors seeking to be awarded contracts from the Authority must disclose contributions, on the form provided herein, or a permitted facsimile, to:

- any Pennsylvania or New Jersey state, county, or municipal committee of a political party;
- any Pennsylvania or New Jersey legislative leadership committee;
- any continuing political committee (a.k.a., political action committee).
- any candidate for or holder of an elected office in Pennsylvania or New Jersey
- any political organization organized under section 527 of the Internal Revenue Code located in Pennsylvania or New Jersey

The disclosure must list reportable contributions that were made during the four (4) years prior to the proposed date of award of the contract.

Disclosure is required of contributions made by the contracting entity or by:

- individuals with an “interest”, which is defined as ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit;
- all principals, partners, officers, or directors of the business entity or their spouses;
- any subsidiaries directly or indirectly controlled by the business entity; or
- IRS Code Section 527 organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the vendor is a natural person, a contribution by that person’s spouse, parent or child residing in the same household shall be deemed to be a contribution by the Consultant and requires disclosure.
POLITICAL CONTRIBUTION DISCLOSURE FORM

This form or its permitted facsimile must be submitted to the Authority simultaneously with the delivery of a bid for, or prior to the extension or renewal of, any contract with the Authority.

**Part I – Vendor Information**

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<th>Vendor Name:</th>
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The undersigned beng authorized to certify, hereby certifies that the submission provided herein represents compliance with the disclosure requirements of the Authority.

_________________________          ____________________________
Signature                                              Printed Name                                        Title

**Part II – Contribution Disclosure**

Disclosure requirement: Disclosure must include all reportable political contributions over the past four (4) years on the form provided.

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APPLICATION OF LAWS AND REGULATIONS

By entering into this Agreement, the DELAWARE RIVER PORT AUTHORITY does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the DELAWARE RIVER PORT AUTHORITY.

VENDOR - INDEPENDENT CONTRACTOR

The vendor is an independent contractor, and under no circumstances shall it, its servants, agents or employees be or become employees of the DELAWARE RIVER PORT AUTHORITY in conduct of the work under this Agreement.