

Torres Rojas, Genara

File # 13092

From: lhaynes@redmondsearch.com
Sent: Wednesday, April 04, 2012 4:07 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Lisa
Last Name: Haynes
Company: Redmond Consulting, Inc.
Mailing Address 1: P.O. Box 60714
Mailing Address 2:
City: Jacksonville
State: FL
Zip Code: 32236
Email Address: lhaynes@redmondsearch.com
Phone: 904.683.7000 x3
Required copies of the records: Yes

List of specific record(s):

I would like a copy of the proposals submitted and the evaluation materials for RFP 25881 Executive Search Call-In.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 27, 2012

Ms. Lisa Haynes
Redmond Consulting, Inc.
P.O. Box 60714
Jacksonville, FL 32236

Re: Freedom of Information Reference No. 13093

Dear Ms. Haynes:

This is a response to your April 4, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of the proposals for RFP No. 25881 - Executive Search Call-In.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13093-C.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to Exemptions (1) and (2.b.) of the Code.

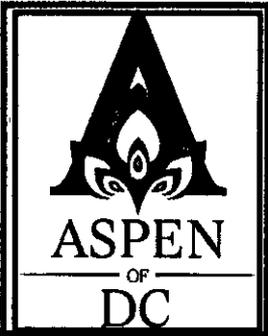
Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator

225 Park Avenue South
New York, NY 10003
T: 212 435 3642 F: 212 435 7555



Aspen of DC, Inc.
Proposal
In Response to
The Port Authority of New York and New Jersey
To
Provide Executive and Mid-Level Staff
Recruitment Services

RFP Number 25381



Submitted by:
Brandy R. Butler
President
Aspen of DC, Inc.
1101 15th Street, NW, Suite 202
Washington DC 20005

Submitted to:
Mary Lou K. Rivera
Principal Contract Specialist
Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010





ASPEN
OF
DC

ADDRESS
1101 15th Street, N.W.
Suite 202
Washington, DC 20005

TELEPHONE
202.380.9930

FAX
202.318.7112

WEB
www.aspenofdc.com

From People to Projects



September 20, 2011

Ms. Mary Lou K. Rivera
Principal Contract Specialist
The Port Authority of New York and New Jersey
One Madison Avenue, 7th Floor
New York, NY 10010

Dear Ms. Rivera,

Aspen of DC, Inc. is pleased to submit our Technical and Cost proposals to The Port Authority of New York and New Jersey in accordance with solicitation 25881 for Expert Recruitment Services for Executive and Mid-Level Staff.

The enclosed proposal demonstrates that Aspen of DC and its subcontracting partner, PoliHire, not only possess the necessary certifications, corporate experience, and past performance, but also how we are ready to deploy a solid, reputable, and customer-focused team. As the owner and CEO of Aspen of DC, our firm is committed to the delivery of solid and professional services, top notch customer satisfaction and a high degree of performance quality. If additional information or clarifications are required, please feel free to contact me at (202) 380-9931 or brandy.butler@aspenofdc.com.

Sincerely,

Brandy R. Butler
President & CEO



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EXECUTIVE SUMMARY

Certified as a Disadvantaged Business Enterprise (DBE), Aspen of DC is a woman-owned small business for whom staffing services is a core function. Founded in 2003, and also an 8a and HubZone certified firm, Aspen of DC is an experienced, high-quality, nationwide recruiting, staffing, and training company that provides strategic turnkey outsourcing solutions for government and commercial clients. We are pleased to have the opportunity to submit this proposal to the Authority for Executive and Mid-Level Staff Recruitment support services.

Aspen of DC has teamed with its strategic partner, PoliHire Executive Recruitment Consultants ('the Aspen of DC Team') to provide the Authority with the size, flexibility, and management approach that will ensure superior support for all staffing services required by the Authority under this solicitation. We bring a number of strengths for this Authority support requirement including:

- 2010 revenues of approximately \$11 million reflecting 35 active contracts
- Grown an average of 60% per year since inception, repeatedly demonstrating our ability to successfully absorb new projects, while maintaining quality, efficiency and cost-effectiveness
- A staff of 10 professionals and over 150 contract employees
- An established record of success with a variety of commercial and government clients

PoliHire Executive Recruitment Consultants ("PoliHire") brings added strength to our team as a retained executive search firm. A small, minority owned business with a national focus and perspective, PoliHire will support the Authority's senior executive staffing requirements, offering specific expertise in the areas of government / public policy and non-profit executive and senior level management searches.

The Aspen of DC Team offers the Authority the full range of resources and expertise needed to reliably and successfully provide this support to the Authority, as described below.

- **Proven capability to provide nationwide recruiting and staffing:** A distinctive advantage of working with our team is that we present a demonstrated ability to support nationwide recruiting requirements for both senior executive and mid-level staffing which will ensure our ability to successfully recruit skilled talent ideally matched to each Authority requirement
- **Strong management team to support recruiting and management efforts:** Our team includes Marcus G. Franklin, our proposed Project Manager, who brings extensive skills in program and business management, as well as recruiting and manpower management. Mr. Franklin will be supported by Gwen Henderson, Aspen of DC's Director of Operations who brings 22 years of management and human resources experience to this Authority requirement. Contract administration duties will be performed by Ms. Brandy Butler, Aspen of DC's President and Chief Executive Officer, who has full authority to make all contractual decisions. Ms. Butler and Mr. Franklin will be supported by the strong, tried and tested management team of PoliHire Strategy, including President & CEO, Kenyatta Uzzell.
- **Superior management capability that offers a low-risk choice to our clients:** Through innovation, customer-focus, and results-oriented services, we are driven to provide multi-dimensional solutions that consistently support improved outcomes for our clients. Our approach helps clients reduce costs and increase organizational efficiency by ensuring labor requirements are appropriately matched with program needs, resulting in superior recruiting, long-term retention of contract staff, and low-risk outcomes for our clients.

1	Section A: Attachment B
2	Section B: Attachment C
3	Section C: Attachment D
4	Section D: Attachment E & F
5	Section E: Proposed Management Approach
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7	Section G: Cost Proposal
8	Section H: List of Corporate Affiliates
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1.0 SECTION A
ATTACHMENT B

Behind this tab we are providing a signed copy of Attachment B – Agreement on Terms of Discussion.



ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporateinformation/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Aspen of DC, Inc.
(Company)

A handwritten signature in cursive script that reads "Brady R. Butler".

(Signature)

President & CEO
(Title)

9/20/2011
(Date)



2.0 SECTION B
ATTACHMENT C

Behind this tab we are providing a signed copy of Attachment C – Company Profile for Aspen of DC.



ATTACHMENT C

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type): Aspen of DC, Inc.
2. Business Address (to receive mail for this RFP): 1101 15th Street, Suite 202, Washington DC, 20005
3. Business Telephone Number: (202) 380-9930
4. Business Fax Number: (202) 318-7112
5. Firm website: www.aspenofdc.com
6. Federal Employer Identification Number (EIN): _____ Ex. 1 _____
7. Date (MM/DD/YYYY) Firm was Established: 07/15/2003
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
NA
9. Officer or Principal of Firm and Title: Brandy R. Butler, President & CEO
10. Name, telephone number, and email address of contact for questions:
Brandy R. Butler, (202) 380-9931, brandy.butler@aspenofdc.com

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.



3.0 SECTION C
ATTACHMENT D

Behind this tab we are providing a signed copy of Attachment D – Category Summary.



ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
 EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
 ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES	MID-LEVEL SEARCHES
	(RETAINER)	(CONTINGENCY)
1 – Engineering/Architecture	X	
2 – Construction/Project Management	X	X
3 – Finance/Real Estate	X	
4 – Environment/Energy	X	
5 – Information Technology		
5 – Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)	X	X
6 – Security/Public Safety	X	
7 – Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)	X	X
8 – Diversity (including Military/Veterans)	X	



4.0 SECTION D

4.1 ATTACHMENT E

Behind this tab we are providing copies of Attachment E – Executive Placement Experience, for each of the Categories we are proposing to support.



ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

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

CATEGORY NUMBER AND TITLE: #1 - ENGINEERING / ARCHITECTURE

Placement #1

Client Business Name: DC Department of Transportation
Client Address: 55 M Street, SE
Client City & State: Washington, DC 20003
Client Contact Name/Phone#: Ronaldo Nicholson / 202-673-6813
Client Email Address: Ronaldo.Nicholson@dc.gov
Title of Placement: Chief Engineer
Date of Placement: Fall 2009

Placement #2

Client Business Name: City of Durham, NC
Client Address: 101 City Hall Plaza
Client City & State: Durham, NC 27701
Client Contact Name/Phone #: Alethea Bell / 919-560-4214 x 270
Client Email Address: Alethea.Bell@durhamnc.gov
Title of Placement: Director of Public Works/Engineering/Wastewater
Date of Placement: Summer 2011

Placement #3

Client Business Name: DC Dept of Transportation
Client Address: 55 M Street, SE
Client City & State: Washington, DC 20003
Client Contact Name/Phone #: Lasharn Hamilton / 202-673-6813
Client Email Address: Lasharn.Hamilton@dc.gov
Title of Placement: Traffic Signals Manager/Civil Engineer
Date of Placement: Fall 2010



ATTACHMENT E -

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

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

CATEGORY NUMBER AND TITLE: #2 - CONSTRUCTION / PROJECT MANAGEMENT

Placement #1

Client Business Name: Vermont Energy Investment Corporation
Client Address: 255 S. Champlain Street, Suite 7
Client City & State: Burlington, VT 05401
Client Contact Name/Phone #: Emilie Grenier / 802-658-6060
Client Email Address: EGrenier@veic.org
Title of Placement: Project Manager
Date of Placement: Fall 2011

Placement #2

Client Business Name: DC Deputy Mayor for Planning, Economic Development
Client Address: 1350 Pennsylvania NW
Client City & State: Washington, DC 20004
Client Contact Name/Phone #: Eric Scott / 202-671-2114
Client Email Address: Eric.Scott@dc.gov
Title of Placement: Construction Project Manager
Date of Placement: Fall 2009

Placement #3

Client Business Name: City of Durham, NC
Client Address: 101 City Hall Plaza
Client City & State: Durham, NC 27701
Client Contact Name/Phone #: Alethea Bell / 919-560-4214 x 270
Client Email Address: Alethea.Bell@durhamnc.gov
Title of Placement: Director of Public Works/Engineering/Wastewater
Date of Placement: Summer 2011



ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

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

CATEGORY NUMBER AND TITLE: #3 - FINANCE / REAL ESTATE

Placement #1

Client Business Name: Fourth Sector Financial
Client Address: 212 W. Main Street 3rd Floor
Client City & State: Durham, NC 27701
Client Contact Name/Phone #: Henry McKoy / 919-302-1025 (m)
Client Email Address: hmckoy@nccommerce.com
Title of Placement: Financial Manager
Date of Placement: Winter 2009

Placement #2

Client Business Name: DC Deputy Mayor for Planning, Economic Development
Client Address: 1350 Pennsylvania NW
Client City & State: Washington, DC 20004
Client Contact Name/Phone #: Eric Scott / 202-671-2114
Client Email Address: Eric.Scott@dc.gov
Title of Placement: Real Estate Attorney
Date of Placement: Fall 2009

Placement #3

Client Business Name: Vermont Energy Investment Corporation
Client Address: 255 S. Champlain Street, Suite 7
Client City & State: Burlington, VT 05401
Client Contact Name/Phone #: Emilie Grenier / 802-658-6060
Client Email Address: EGrenier@veic.org
Title of Placement: Low-Income Multifamily Services Specialist
Date of Placement: Fall 2011



ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

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

CATEGORY NUMBER AND TITLE: #4 - ENVIRONMENT / ENERGY

Placement # 1

Client Business Name: Vermont Energy Investment Corporation
Client Address: 255 S. Champlain Street, Suite 7
Client City & State: Burlington, VT 05401
Client Contact Name/Phone #: Emilie Grenier / 802-658-6060
Client Email Address: EGrenier@veic.org
Title of Placement: Managing Director
Date of Placement: Fall 2011

Placement #2

Client Business Name: City of Durham, NC
Client Address: 101 City Hall Plaza
Client City & State: Durham, NC 27701
Client Contact Name/Phone #: Alethea Bell / 919-560-4214 x 270
Client Email Address: Alethea.Bell@durhamnc.gov
Title of Placement: Director of Public Works/Engineering/Wastewater
Date of Placement: Summer 2011

Placement #3

Client Business Name: Fourth Sector Financial
Client Address: 212 W. Main Street 3rd Floor
Client City & State: Durham, NC 27701
Client Contact Name/Phone #: Henry McKoy / 919-302-1025 (m)
Client Email Address: hmckoy@nccommerce.com
Title of Placement: Financial Manager
Date of Placement: Winter 2009



ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: # 5 - *TRANSPORTATION (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)*

Placement #1

Client Business Name: DC Department of Public Works
Client Address: 2000 14th Street, NW
Client City & State: Washington, DC 20009
Client Contact Name/Phone #: Bill Howland / 202-673-6812
Client Email Address: william.howland@dc.gov
Title of Placement: Fleet Manager
Date of Placement: Fall 2009

Placement # 2

Client Business Name: DC Dept of Transportation
Client Address: 55 M Street, SE
Client City & State: Washington, DC 20003
Client Contact Name/Phone #: Lasharn Hamilton / 202-673-6813
Client Email Address: Lasharn.Hamilton@dc.gov
Title of Placement: Chief Transportation Engineer
Date of Placement: Fall 2009

Placement # 3

Client Business Name: DC Dept of Transportation
Client Address: 55 M Street, SE
Client City & State: Washington, DC 20003
Client Contact Name/Phone #: Lasharn Hamilton / 202-673-6813
Client Email Address: Lasharn.Hamilton@dc.gov
Title of Placement: Traffic Signals Manager / Civil Engineer
Date of Placement: Spring 2010



ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: # 6 - SECURITY / PUBLIC SAFETY

Placement #1

Client Business Name: DC Fire & EMS
Client Address: 1923 Vermont Ave, NW
Client City & State: Washington, DC 20005
Client Contact Name/Phone #: Chief, Kenneth Ellerbe / 202-673-3320
Client Email Address: kenneth.ellerbe@dc.gov
Title of Placement: Deputy Fire Chief/Medical Director
Date of Placement: Summer 2011

Placement #2

Client Business Name: DeKalb County
Client Address: 1950 W. Exchange Place
Client City & State: Tucker, GA 30085
Client Contact Name/Phone #: Director, William "Wiz" Miller / 770-724-7899
Client Email Address: wzmiller@dekalbcountyga.gov
Title of Placement: Fire Chief
Date of Placement: Spring 2011

Placement #3

Client Business Name: DC Department of Health
Client Address: 899 N. Capitol Street, NE
Client City & State: Washington, DC 20002
Client Contact Name/Phone #: Sandra Robinson / 202-442-5863
Client Email Address: Sandra.Robinson@dc.gov
Title of Placement: Health Emergency Preparedness Director
Date of Placement: Fall 2011



ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: # 7 - **CORPORATE SERVICES** (e.g., *Human Resources, Labor Relations, Procurement, Legal*)

Placement #1

Client Business Name: Positive Healthcare Partners
Client Address: 110 SE 6th Street, Suite 1960
Client City & State: Fort Lauderdale, FL 33301
Client Contact Name/Phone #: Marc Love / 954-522-3132
Client Email Address: Marc.Love@PositiveHealthcare.com
Title of Placement: Director of Utilization Management
Date of Placement: Summer 2011

Placement #2

Client Business Name: DC Department of Human Resources
Client Address: 441 4th Street, NW
Client City & State: Washington, DC 20001
Client Contact Name/Phone #: Shawn Stokes / 202-442-9600
Client Email Address: Shawn.Stokes@dc.gov
Title of Placement: Director, Compensation and Classification
Date of Placement: Summer 2011

Placement #3

Client Business Name: Office of the State Superintendent of Education
Client Address: 810 First St. NE
Client City & State: Washington, DC 20002
Client Contact Name/Phone #: Walter Crawford / 202-654-6114
Client Email Address: walter.crawford@dc.gov
Title of Placement: Assistant Superintendent of Early Childhood Education
Date of Placement: Fall 2011



ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: # 8 - DIVERSITY (including Military/Veterans)

Placement # 1

Client Business Name: Vermont Energy Investment Corporation
Client Address: 255 S. Champlain Street, Suite 7
Client City & State: Burlington, VT 05401
Client Contact Name/Phone #: Emilie Grenier / 802-658-6060
Client Email Address: EGrenier@veic.org
Title of Placement: Managing Director
Date of Placement: Fall 2011

Placement #2

Client Business Name: DC Dept of Employment Services
Client Address: 4058 Minnesota Ave, NE, 5th Floor
Client City & State: Washington, DC 20019
Client Contact Name/Phone #: Kameron Kima-Cherry / 202-671-1673
Client Email Address: kameron.kima-cherry@dc.gov
Title of Placement: Director, Workforce Development
Date of Placement: Summer 2011

Placement #3

Client Business Name: City of Durham, NC
Client Address: 101 City Hall Plaza
Client City & State: Durham, NC 27701
Client Contact Name/Phone #: Alethea Bell / 919-560-4214 x 270
Client Email Address: Alethea.Bell@durhamnc.gov
Title of Placement: Director of Public Works/Engineering/Wastewater
Date of Placement: Summer 2011



4.2 ATTACHMENT F

Behind this tab we are providing copies of Attachment F – Mid-Level Placement Experience, for each of the Categories we are proposing to support.



ATTACHMENT F
PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER AND TITLE: #2 - CONSTRUCTION / PROJECT MANAGEMENT

Placement #1

Client Business Name: General Services Administration
Client Address (City & State): Washington, DC
Client Contact Name/Phone #: Jay Vann / (703) 235-0283
Client Email Address: jay.vann@gsa.gov
Title of Placement: Construction Project Manager and Facilities Engineer
Date of Placement: 9/30/2010-9/30/2011

Placement #2

Client Business Name: DC Department of Real Estate Services
Client Address (City & State): Washington, DC
Client Contact Name/Phone #: Spencer Davis / (202) 957-3631
Client Email Address: spencer.davis@dc.gov
Title of Placement: Temporary Mail & Clerical Staffing Services
Date of Placement: 9/30/2010

Placement #3

Client Business Name: DC Department of Real Estate Services, CPD
Client Address (City & State): Washington, DC
Client Contact Name/Phone #: Yasha Williams / (202) 671-2313
Client Email Address: yasha.williams@dc.gov
Title of Placement: Temporary Support Services
Date of Placement: 10/25/2010



ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: # 5 - *TRANSPORTATION (i.e. Aviation, Marine Ports, Rail, Bridges & Tunnels)*

Placement #1

Client Business Name: U.S. Department of Transportation, FRA Office of Railroad Safety
Client Address (City & State): Washington, DC
Client Contact Name/Phone #/Email Address: Kenton Kilgore / 202-493-6286
Client Email Address: kenton.kilgore@dot.gov
Title of Placement: Project Manager, Administrative Assistants and Writers
Date of Placement: 12/2009-present

Placement #2

Client Business Name: U.S. Department of Transportation, FRA Office of Railroad Development
Client Address (City & State): Washington, DC
Client Contact Name/Phone #: Kenton Kilgore / 202-493-6286
Client Email Address: kenton.kilgore@dot.gov
Title of Placement: Project Manager, Administrative Assistants and Writers
Date of Placement: 12/2009-present

Placement #3

Client Business Name: U.S. Department of Transportation, FRA Office of Policy & Communication
Client Address (City & State): Washington, DC
Client Contact Name/Phone #: Kenton Kilgore / 202-493-6286
Client Email Address: kenton.kilgore@dot.gov
Title of Placement: Administrative Assistant
Date of Placement: 12/2009-present

ATTACHMENT F

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: # 7 - **CORPORATE SERVICES** (e.g., *Human Resources, Labor Relations, Procurement, Legal*)

Placement #1

Client Business Name: Department of Homeland Security, Customs & Border Protection
Client Address (City & State): Washington, DC
Client Contact Name/Phone #: Anthony Biel / 202-863-6305
Client Email Address: Anthony.biel@dhs.gov
Title of Placement: Drug Testing Site Coordinators for the Office of Human Resources
Date of Placement: 01/1/2011

Placement #2

Client Business Name: Department of Defense, Office of the Under Secretary of Defense Controller
Client Address (City & State): Washington, DC
Client Contact Name/Phone #: Eugene Covey / 703-692-5315
Client Email Address: gene.covey@osd.mil
Title of Placement: Executive Administrative Assistants
Date of Placement: 8/15/2011

Placement #3

Client Business Name: Department of Justice, Office of Justice Programs
Client Address (City & State): Washington, DC
Client Contact Name/Phone #/Email Address: Gregory Green / 202-514-8029
Client Email Address: Gregory.Green@usdoj.gov
Title of Placement: PSS I Program and Administrative Support for HRD Front Desk
Date of Placement: 1/10/2011



5.0 SECTION E

5.1 PROPOSED MANAGEMENT APPROACH

The Aspen of DC Team offers the full range of resources and expertise needed to reliably provide Senior Executive and Mid-Level staffing support services to the Authority. The subsections below provide a brief overview of our Company and describe our approach to ensuring effective, timely services nationwide, and conducting accurate and efficient personnel screening, and recruiting, selecting, and hiring qualified individuals to meet the Authority's staffing needs.

5.1.1 Management Procedures

As evidenced by the organization provided in Figure 5.1, our management team structure is in place to ensure all necessary support of the Authority's requirements. With a focus on the use of time-tested best practices, Aspen of DC and PoliHire have worked together effectively on a number of past client projects over the past four years. We are accustomed to blending our organizational structure and talent, and have done so in the recent past for contracts with the District of Columbia Government and the US Department of Energy Services. Our mutual combined past performance enables us to further demonstrate our ability to provide for all aspects of the Authority's requirement.

Our overarching strategy is to provide long-term, value-added benefits that deliver cost-effective solutions to empower every level of an organization. It is as important to our own reputation, as it is to the reputation of the Authority, that we excel in performance, are consistently responsive to staffing requirements, and are totally efficient in the use of contract resources. Our management team has repeatedly demonstrated its capacity to partner proactively with our partners and clients and we will do the same if chosen to provide support for the Authority.

Table 1 summarizes our corporate features and their benefit as an additional demonstration of the strength of our team and our ability to meet the Authority's staffing requirements.



Table 1: Aspen of DC Team Features and their Benefit to The Port Authority of NY & NJ		
Team Feature	Description	Benefit to the Authority
Experience in providing local and nationwide staffing support	Our range of experience has given us a solid foundation in supporting a variety of organizational cultures, structures, procedures, mission, and objectives.	Our Team will require minimal ramp-up and knowledge-base development in order to undertake this contract.
Existing corporate structures to enable high quality support for a range of client requirements	Our firms have the project management, communications, reporting, and technology infrastructure required to support this assignment.	Our Team is able to support the Authority rapidly and effectively.
Resources required to support the Authority's requirements in-place	We offer the Authority a skilled team of managers and human resources (HR) professionals accustomed to working together in support of nationwide staffing requirements.	Cost-effective and responsive management will ensure that the Authority's objectives for this contract are consistently met.
Strong focus on partnering and communicating within our team and with our clients	Our success is built to a significant degree on our ability to work and communicate effectively with our clients. Our Washington, DC, headquarters are strategically located near major transportation hubs, so our staff will be able to be on site without delay when needed.	The Authority will receive responsive, timely support over the entire life of the contract. Our managers will work collaboratively with the Authority to meet evolving staffing needs and challenges.

5.1.2 The Aspen of DC Management Team

Ex2 . b

Figure 1: The Port Authority of NY & NJ Project Organization Chart

Ex. 2 . b

Our management team frequently goes above and beyond to respond to customer challenges in order to. We have brought added value to all of our government clients. For example, in our work with both the Office of the Comptroller of the Currency and the US Census Bureau, the staffing support we provided exceeded the number of documents to be reviewed and processed on the contract closeout effort. We were further able to increase the efficiency of the project's operations through the development of a custom database to track all documents at each stage of the closeout process. Our team has a four-year history of working together on numerous contracting efforts and is committed to providing the candidates who can provide strong added value support to the Authority for its senior executive and mid-level staffing requirements.

5.2 QUALITY CONTROL PLAN

Aspen of DC's internal review procedures are part of our Quality Control Plan (QCP), which focuses on the following elements:

- Methods for Monitoring and Ensuring Quality of Performance
- Methods for Maintaining and Enhancing Quality of Work
- Corrective Action Program
- Training Processes to Correct Problems Encountered



We will implement simple and practical monitoring techniques that are consistent with the concept of quality control (QC), and will provide effective measures of performance. Techniques employed will include:

- **Inspections/Direct Observations:** The Aspen of DC Team's Account Manager will conduct weekly quality reviews of all products and services provided. The inspection/observation process will involve actual examination of both products and staff performance to determine if standards are being met and timeframes are being achieved. Written QC Checklists will be used to record the degree of compliance or non-compliance with the standards, indicators and timeframes specified in the contract and SOW and for specific tasks. Any discrepancies noted will be indicated on a supplemental attachment. All completed inspection reports will be maintained in a log book by day, week and month and will be available for review by the Authority Project Manager.
- **Demonstrations:** The Account Manager will ask team members to actually perform actions to determine whether they can demonstrate specific procedures.
- **Interviews:** The Account Manager will monitor performance satisfaction with the Authority's Project Manager and/or other designated staff.
- **Actions for Improvement:** Aspen of DC will continually improve the quality of work through the application of our detailed QCP, specification of performance objectives, analysis of data, corrective and preventive actions, and management reviews. Actions for improvement will include the following:
 - Analyzing and evaluating the existing situation to identify areas for improvement
 - Establishing objectives for improvement
 - Identifying possible solutions to achieve the objectives
 - Evaluating potential solutions and making a selection
 - Implementing the selected solution
 - Measuring, verifying, analyzing, and evaluating results of the implementation to determine that the objectives have been met
 - Formalizing changes

Results will be reviewed, as necessary, to determine further opportunities for improvement. In this way, improvement will be a continual activity. Aspen of DC will also encourage all staff to suggest innovations and improved methods for enhancing products and services. In all instances, appropriate measures will be taken by the Account Manager, supervisors, and/or Aspen of DC corporate staff to correct deficiencies. Procedures for rectifying deficiencies will include (1) increasing the number of random site visits, to ensure that all products and services are in compliance; (2) immediate response to any non-compliant item; (3) correction of non-compliant items at the point of discovery; (4) documentation of non-compliant items; (5) staff re-training and counseling; and (6) problem resolution.

Reports will be generated by the Account Manager on each problem and its resolution. For documentation and reporting, the Aspen Team's Project Manager will use *Ultrastaff*, a robust, fully integrated front and back office system. The following reports will be generated:

- **Service Reports:** Results of project reviews will provide detailed information and statistics on timelines and schedules, quality of deliverables, quantity of work performed, and areas for improvement to meet the Authority's requirements.
- **Improvement Plan:** A custom improvement plan will be identified for individual employees and/or the on-site project team to address problems detailed in QC reviews.



By implementing our QC Plan for the Authority, we will be able to maintain and/or exceed specific standards of high performance in accordance with contract requirements and the Authority's expectations. Implementation of our plan will ensure quality leadership/management, productivity, and cost management by requiring that:

- Our management team maintains and complies with the established standards and protocols for the Authority's Scope of Work (SOW) and specific tasks in accordance with contract requirements
- Our management team identifies appropriate QC systems and methods that maintain accurate standards to control the provision, cost-effectiveness and timeliness of products and services
- Our management team identifies potential and/or actual problems requiring immediate attention to minimize the utilization of costly resources
- Our management team carries out identified QC activities, including inspections, corrective plans of action, complaint resolution, and reporting
- Actions taken result in measurable improvement in productivity
- Specific project staff are designated to conduct QC activities
- Our management team reviews all QC outcomes.



6.0 SECTION F

6.1 PROPOSED TECHNICAL APPROACH

6.1.1 Search Methodology to be Employed for Identifying Qualified Candidates

Aspen of DC recognizes that the mark of a strong and efficient HR services firm is one that has a strong and knowledgeable management team. The Aspen of DC Team has proven its strength in identifying and providing both Senior Executive and Mid-Level staffing on a nationwide basis. We have readily met the challenge of providing a pool of resources at a level of excellence that is needed in order to provide the full lifecycle of support required by our clients on a national basis. The span of our applicant tracking system and our in-place, proven processes will allow our team to fill Authority requirements for both senior executive and mid-level staffing quickly and efficiently.

Because we recognize that there are selected differences in the search methodology to be employed for senior executive recruits versus the approach that is undertaken for mid-level position staffing, we are sharing those approaches separately in the sections that follow.

Search Methodology for Senior Executive Staffing

As a key member of the Aspen of DC Team, PoliHire will provide its expertise in support of the Authority's requirement for senior executive staffing. The boutique size of the firm allows PoliHire to be selective with its clients. We will work diligently with the Authority, as we do with all clients, to identify the strategic impact of each hire and the specific accomplishments required of each appointee. Our unique case study method will provide the Authority with a valuable tool to measure an executive's strategic and tactical implementation skills. And our Six-Step Search Process (outlined in section 6.2 of this proposal) guarantees a thorough, professional search for each senior executive staffing requirement of the Authority.

For every position we staff, a PoliHire consultant conducts a detailed needs analysis and develops a search plan. The consultant manages the entire process: identifying and assessing candidates, holding initial interviews with top candidates, conducting thorough background investigations, and facilitating client interviews. As a member of the Aspen of DC Team, the Authority will find that PoliHire excels at finding qualified candidates for those difficult-to-fill positions and diversity search assignments.

In addition, as a minority owned and operated business, much like Aspen of DC, we have a particular sensitivity to the issues and challenges specific to recruiting minorities and women. We maintain an active network of contacts and memberships in a number of professional minority associations and organizations. Our national network of public administrators and use of competitive intelligence will be a valuable asset to a successful and timely completion of the search.

Search Methodology for Mid-Level Staffing

Aspen of DC will be responsible for providing support for the Authority's mid-level staffing requirements. Our existing database allows us to track each potential candidates by level, years of experience, geographic location, willingness to travel, availability status, technical test scores, and references. In addition to our systems capabilities, Aspen of DC's employees are seasoned professionals who possess the most updated software, work history, and educational experiences to meet a variety of position requirements.

Our recruiters maintain an extensive database of available candidates and employ aggressive recruiting methods that enable our Team to meet on-going staffing demands. In general, our plan for identifying



qualifying candidates is based in our ability to recruit high potential individuals through the use of the following resources:

- Advertising
- Diversity Recruiting
- Electronic Search Engines and Websites
- Job Fairs
- Local Community Organizations
- Networking and Employee Referrals
- Niche Recruiting Resources

Once the initial recruiting process has enabled our Team to identify an appropriate selection of candidates to meet the client position requirements, we are able to move rapidly through the process steps outlined in section 6.1.2 of this proposal response.

6.1.2 Approach for Performance of Required Services Under Each Task

Our approach for the performance of required services for senior executive personnel will vary from that taken to secure mid-level staff, therefore each is addressed separately in the sections following:

Approach for Performance of Required Services for Senior Executive Personnel

While we tailor each search to our client's specific needs, our search methodology is based on our proven and tested *Six-Step Search Process* which includes the following:

Step 1: Needs Analysis

- Personally meet with clients to gain a full understanding of the position, organizational culture, reporting structure, compensation package, and profile of the desired executive
- Develop a highly specific search plan
- Review and get feedback on the search plan from client

Step 2: Candidate Identification

- Identify and confirm target sources utilizing our extensive database and network of public officials
- Identify candidates

Step 3: Assessment and Background Investigation

- Conduct face-to-face interviews with the top group of candidates
- Prepare background profiles
- Review profiles with clients
- Narrow the list of candidates
- Conduct job history, reference and background checks; criminal and civil background checks, as well as degree and certificate verification

Step 4: Candidate Presentation

- Facilitate client interviews with candidates
- Feedback from client and candidates

Step 5: Negotiation of Offer

- Work with client to extend the best offer for both parties



Step 6: Transition and Follow Up

- Continue working with both the candidate and client to ensure a successful job Transition

The search methodologies used we are proposing to use in support of the Authority's requirements have proven to be extremely successful for our firms and for our clients as evidenced by the successful placements in each of the labor bid categories we are proposing to support for the Authority.

Approach for Performance of Required Services for Mid-level Personnel

As a human resources management and staffing firm, Aspen of DC has the capacity to aggressively recruit, thoroughly assess, and ultimately select qualified staff for the Authority's required categories. Our firm rests its reputation on our rigorous recruitment and selection process to ensure we hire the right people for the right job. The company offers performance-driven staffing solutions to help our clients reduce the costs associated with their hiring process, while improving the quality and experience of their workforce. Our staffing methodologies, recruitment strategies and retention achievements provide a strong framework for fully executing the requirements of the Authority under this contract.

- **Recruiting:** We will support the mid-level staffing requirements of the Authority by providing reviews of position descriptions and requirements and proposing necessary changes for review and approval by the Authority's Director. We will provide the recruitment, assessment, and selection of candidates to assess qualifications and interest in each Authority position opportunity. Our recruitment process is described in more detail in section 6.1.1 of this proposal response.
- **Preliminary Screening and Candidate Interview:** Our recruitment process begins with a detailed candidate review, which includes a resume analysis, an in-depth interview, a comprehensive evaluation, and employment reference checks for a period of 1-5 years for at least 2 prior positions. This screening process is used to assess overall competency, dependability, availability, qualifications and interest in the position.
- **Verification and Authentication of Candidate Credentials:** Persons remaining in the employment pool after initial screening are pre-qualified through written and software skills assessments, legal comprehension, as well as employment verification, and additional professional reference checks. Findings for the Authority will also include an assessment of individual strengths and weaknesses with respect to the position.
- **Candidate Referral to the Authority:** Candidate referral for consideration by the Authority will be made only after a thorough initial review by Aspen of DC as described above. Along with the basic referral information, Aspen of DC will also provide the reasons for referral to the Authority.
- **In-Depth Candidate Reference Check:** Aspen of DC has developed a thorough internal screening process, which reinforces the speed and probability that selected candidates will be able to successfully meet our screening process.

Our background and reference checking process follows rigid guidelines to ensure that we provide only qualified, reliable and responsive candidates to our client. In an attempt to conceal a history of prior negative employment or criminal activity, applicants may provide false or misleading information on résumés and/or applications. Therefore, the Aspen of DC recruitment process continues with references and background checks—to include civil/criminal histories, social security number and education and employment verifications—as a standard aspect of the application process. We can customize virtually any aspect of our screening process to



accommodate customer-specific screening requirements. All findings will be documented and a comprehensive report will be submitted to the Authority for each selected candidate.

- **Assist in Negotiation of Final Offer:** Upon selection of a candidate by the Authority, Aspen of DC will support the Authority in negotiation of a final offer and terms of employment. This support will be customized to meet the Authority's requirements but may include providing the candidate with a written offer of employment that specifies the terms of the assignment, work location and hours, salary, and other terms deemed appropriate by the Authority.
- **Follow-on support services:** The Aspen of DC Team is sensitive to the need for ongoing support and provides a range of follow-on support services to its clients. In support of the specific requirements for the Authority, we will:
 - Provide written and verbal progress reports to the Authority's Project Manager identifying individuals and documenting findings.
 - Attend and facilitate follow-up meetings between the Authority and the candidate(s) as required and make recommendations (including our reasons for such recommendation) to the Authority regarding candidate selection.



7.0 SECTION G

7.1 COST PROPOSAL – EXECUTIVE SEARCH SERVICES

All executive searches are retained and will have a fee of \$26k, billed in three installments; the first installment billed at issuance of the PO; the second installment at the submission of initial candidates, and the final installment at the conclusion of the search. Direct costs (consultant travel, advertisement, consultant lodging) will be billed to the client. These will NOT exceed 10% of the total fee (\$2600). These costs must be pre-approved by the client.

If within 12 months of appointment, the applicant selected by the client is terminated for cause, or chooses to terminate his or her own employment, Aspen of DC will, if requested, conduct another search at no cost to the Port Authority. The only fees will be pre-approved direct costs (not to exceed \$2000). PoliHire must be notified in writing and all invoices must have been paid within the agreed upon terms in order to fulfill this guarantee.

Should the client hire candidates from this search process for other positions within the organization within six months of the close of this search; a fee of \$15,000 for each candidate hired is due to Aspen of DC.

7.2 COST PROPOSAL – MID-LEVEL SEARCH SERVICES

Our aim is to provide the best possible permanent employees to our clients at a highly competitive price while ensuring that our recruitment methodology and service is not compromised. We operate a sliding scale permanent placement fee based on the total annual remuneration package of the successful candidate. Our pricing structure is as follows:

MID-LEVEL SEARCH RANGE	PERCENTAGE OF ANNUAL SALARY
Below 60K	12%
Between 60K - 90K	18%
Between 90K – 110K	22%

*We offer an additional 1% discount if given a 60 - day exclusive to fill the requirement.



8.0 SECTION H

8.1 LISTING OF CORPORATE AFFILIATES

Following is information regarding Aspen of DC's corporate affiliations as well as other relevant information in support of our proposal response.

8.1.1 Description of Relationship with Subcontractor

Aspen of DC has chosen PoliHire to support the Executive Search requirements of this Authority contract based on its quality reputation for Executive Search services and on the basis of our strategic relationship, developed over the past four years, which will ensure the required high level of support for the Authority.

There is no other corporate affiliation associated with our firm for this requirement.

8.1.2 'Conflict of Interest' statement

Aspen of DC and PoliHire Executive Recruitment Consultants do not have present any conflict of interest, or the appearance of a possible conflict of interest, in providing the staffing support services required by the Authority under this contract.

8.1.3 Acknowledgement of SCOPE OF WORK

Aspen of DC has read, understands and is prepared to fully perform all of the requirements as outlined in Attachment A of the Authority's RFP.

8.1.4 Acknowledgement of Other Exhibits, Attachments and Agreements

Aspen of DC has read, understands, and is prepared to execute all appropriate agreements as presented in the following exhibits, attachments and agreements provided in the Authority's RFP:

- Exhibit I - Non-Disclosure and Confidentiality Agreement
- Exhibit A – Acknowledgment by Related Party Entity; Acknowledgment by Related Party Individual
- Port Authority Agreement



9.0 APPENDIX

9.1 RESUMES

9.1.1 Marcus G. Franklin

9.1.2 Angela James

9.2 PORT AUTHORITY CERTIFICATION (PENDING)

Resumes

(Ex. 2.b.)



**9.2 PORT AUTHORITY CERTIFICATION
(PENDING)**

September 20, 2011

*Lehigh Technical Service is pleased to submit this proposal to supply
The Port Authority of NY & NJ*

***Request for Proposals for
RFP NUMBER 25881***

*Performance of expert recruitment services for Mid-Level Staff as requested on a
"Call-In" basis during 2011-2015*

*Lehigh Technical Service have supplied Licensed and Non-licensed Architects & Engineers,
Assistant Inspectors, and Architectural Inspectors, to the Port Authority of NY & NJ in the past
and look forward to expand our services into other areas of your organization.*

*"We are focused to be able to resume our mission to supply
The Port Authority of NY & NJ with their professional staffing needs for coming years".*

Thank you for the opportunity,

*Pierre Brandt
Vice President
Lehigh Technical Service
538 Broadhollow Road
Suite 313
Melville, NY 11747
800-366-7810
pbrandt@lehightechnical.com*

*MaryJo Sciortino
Project Manager
Lehigh Technical Service
631-431-6680 cell
631-385-1300 extension 109
631-431-6680 fax
maryjo@lehightechnical.com*

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

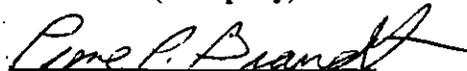
AGREEMENT ON TERMS OF DISCUSSION

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Lehigh Technical Service

(Company)



(Signature)

Vice President

(Title)

September 19, 2011

(Date)

ATTACHMENT C

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):
Lehigh Technical Service
2. Business Address (to receive mail for this RFP):
538 Broadhollow Road, Suite 313
Melville, NY 11747
3. Business Telephone Number: (631) 385-1300
4. Business Fax Number: (631) 385-9275
5. Firm website: www.lehightechnical.com
6. Federal Employer Identification Number (EIN): Ex. 1
7. Date (MM/DD/YYYY) Firm was Established: 09 / 02 / 1993
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
9. Officer or Principal of Firm and Title:
John Tomsich, President
10. Name, telephone number, and email address of contact for questions:
MaryJo Sciortino
(631) 385-1300 maryjo@lehightechnical.com
11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

ATTACHMENT D

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture		X
2 - Construction/Project Management		X
3 - Finance/Real Estate		
4 - Environment/Energy		
5 - Information Technology		X
5 - Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)		
6 - Security/Public Safety		
7 - Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)		
8 - Diversity (including Military/Veterans)		

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 1 Engineering/Architecture
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: VEECO

Client Address (City & State): Somerset, NJ

Client Contact Name/Phone #/Email Address: Corey Gutowski 732-560-5300 cgutowski@

Title of Placement: Senior Mechanical Engineer

vecco.
com

Date of Placement: 8/8/11

Placement #2

Client Business Name: Island Companies IEF

Client Address (City & State): Calverton, NY

Client Contact Name/Phone #/Email Address: Larry Menaker 631-208-3500 lmenaker@island
companies.co

Title of Placement: Architect

Date of Placement: 5/12/11

Placement #3

Client Business Name: Island Companies IEF

Client Address (City & State): Calverton, NY

Client Contact Name/Phone #/Email Address: Larry Menaker 631-208-3500 lmenaker@island
companies.co

Title of Placement: Architect

Date of Placement: 4/25/11

Placement #4

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Resumes

(Ex. 2.b.)

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 2 Construction/Project Management
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Island Companies IEF
Client Address (City & State): Calverton, NY
Client Contact Name/Phone #/Email Address: Larry Menaker 631-208-3500 lmenaker@island
companies.cc
Title of Placement: Construction Project Manager
Date of Placement: 4/25/11

Placement #2

Client Business Name: Island Companies IEF
Client Address (City & State): Calverton, NY
Client Contact Name/Phone #/Email Address: Larry Menaker 631-208-3500 lmenaker@island
companies.cc
Title of Placement: Construction Manager Site Safety
Date of Placement: 7/20/11

Placement #3

Client Business Name: Vicon Industries
Client Address (City & State): Hauppauge, NY
Client Contact Name/Phone #/Email Address: Kristen Dorr 631-952-2288 kdorr@viconsecurity
con
Title of Placement: Project Manager
Date of Placement: 3/9/11

Placement #4

Client Business Name: Durr Mechanical
Client Address (City & State): NYC, NY
Client Contact Name/Phone #/Email Address: Paul Thompson 212-627-1313 pthompson@durrmech
con
Title of Placement: Construction Manager
Date of Placement: 9/21/11

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 5 Information Technology
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Data Device Corporation

Client Address (City & State): Bohemia, NY

Client Contact Name/Phone #/Email Address: Christine Ortiz 631-567-5600 ortizc@ddc-web.com

Title of Placement: Digital Design Engineer

Date of Placement: 9/19/11

Placement #2

Client Business Name: Central Semiconductor Corporation

Client Address (City & State): Hauppauge, NY

Client Contact Name/Phone #/Email Address: Nancy Schreck 631-404-1221 nschreck@centralsemi.com

Title of Placement: IT Manager

Date of Placement: 8/22/11

Placement #3

Client Business Name: Con Edison

Client Address (City & State): NYC, NY

Client Contact Name/Phone #/Email Address: Abdo Saad 212460-4600 saada@coned.com

Title of Placement: Systems Analyst

Date of Placement: 6/20/11

Placement #4

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

DIRECT HIRES					
NAME	CLIENT	TITLE	DATE		
Dawn Peterson	Lincoln Computer Service	Service Administrator	3/8/2010		
Jonathan Gonzalez	Custom Computer Specialist	Help Desk	10/5/2010		
Jason Rose	Custom Computer Specialist	Help Desk	11/8/2010		
Paul Grecco	AFCO Systems, Inc.	Mechanical Inspector	2/3/2011		
Gary Grey	Vicon Industries, Inc.	Sr. Planner	3/3/2011		
Felix Roman	Custom Computer Specialist	Help Desk	3/3/2011		
Andrew Witkowski	Kimber Manufacturing	CNC A Operator	3/18/2011		
Vishram Pranantram	Kimber Manufacturing	CNC A Operator	3/31/2011		
Jolanta Peters	Hi-Tech Pharmacial	Sterile Room Supervisor	4/7/2011		
Radhames Perez	Kimber Manufacturing	Shipping Leadperson	4/13/2011		
Esteban Lopez	Island International Enterprises, LLC	Drafter	4/25/2011		
Robert McBride	Island International Enterprises, LLC	Project Engineer	4/25/2011		
Matthew Kazubowski	Island International Enterprises, LLC	Drafter	5/12/2011		
Ernie Estevez	Data Device Corp.	Sr. PC Board Designer	5/26/2011		
Robert Vozzella	Kimber Manufacturing	Shipping & Receiving Lead	6/29/2011		
Alfonse Prestia	Island International Enterprises, LLC	Site Safety Director	7/20/2011		
Vincent Nastasi	Central Semiconductor Corp.	IT Manager	8/11/2011		
Leroy Davis	Data Device Corp.	Digital Design Engineer	9/12/2011		

Qualifications of Proposed Staff

Overview of Principals and Key Personnel

Starting with our own staff, we have developed a highly trained loyal professional recruiting team, representing a combined total of more than 168+ years of industry experience, which will be able to support **THE PORT AUTHORITY OF NY & NJ** with their recruitment needs.

Ex. 2.b

Ex. 2 . b

Engineering staffing is in our DNA. It's where we began. It's where our recruiters live every day; Architectural, Power, Petrochemical, Construction, Aerospace, Manufacturing, Electronics, Environmental, Information Technology. Specialized engineering staffing that you can rely on when you need to add talent that's hard to find.

About Us

Lehigh Technical was founded in 1993 as a small engineering and design firm. We built our reputation around the quality of our technical services and the talent of our employees. Over time, we developed strong partnering relationships with our clients who came to view our services as extensions of their own engineering and design organizations.

Lehigh grew by adding technical staffing services and other new offerings to our solutions portfolio to meet the evolving needs of our clients. Today, Lehigh provides a full range of staffing and consulting solutions with specialties in Engineering, Information Systems , Construction, Power, Petrochemical Telecommunications and Call Center. Our focus on specialties enables us to provide unique value to employers and job seeker alike.

Lehigh has grown to become a staffing industry leader. Our clients range from dynamic start-up organizations to many leading Fortune 500 companies. Lehigh matches the needs of top employers and talented job seekers on a direct placement, contract-to-hire, and contract basis.

Finding you the right people is only part of what we do; our goal is to create value for your company while controlling cost. Some of the things we take care of:

- All federal and state regulatory withholdings for the contract employee
- Manage and pay for worker compensation costs
- Provide co-employment language protection
- Offer customized invoicing
- Medical Insurance
- Life Insurance
- Dental Plan
- Direct Deposit
- 401k
- Transit Chek Program
- Holidays & Vacation
- Completion Bonuses
- Contractors are W2 Employees

When you choose our service, we are certain you'll quickly discover how our services allow you to dedicate your time to your core business.

Lehigh Technical Service is a leading staffing firm providing highly specialized technical and professional staffing services. Lehigh has a long history of customized recruiting and placement solutions and has demonstrated the unique ability to find you the right talent, right now.

Lehigh's **Advantages**

Recruiting and staffing specialization – We have specialized recruiters in each of our industry-specific divisions who know the unique skills and requirements of your industry, understand your precise needs and know exactly where to locate the best people in your field.

Quick response time – Because our recruitment never stops, and we draw upon national recruitment resources, we have an enormous database of proven candidates ready to go to work.

Carefully screened, qualified candidates – Our comprehensive recruiting, screening and testing process means you get qualified candidates with the skills to fit perfectly into their positions.

Whether you need a single person or an entire project team, Lehigh can find you the right people, right now. Want to focus on your business while outsourcing all the staffing responsibilities? Lehigh can manage all of your staffing needs, from recruitment to payroll. We have the talent, the resources and the expertise to take care of all your staffing needs, no matter what the size.

LEHIGH

TECHNICAL SERVICE

www.lehightechnical.com

PEOPLE

TECHNOLOGY

SOLUTIONS



*Choose Your
Direction...
And Grow*

Technical People
Who Understand
Your Business

Lehigh Technical provides
Information Technologies
and software staffing for
IT solution providers, cor-
porations and Government.
Our national presence
and extensive database
allows us to fulfill all
requirements and meet
your schedules.

Information Technology

Expertise Includes:

- C-level executives
- Help Desk - Desktop/Laptop
- Support
- Data Security
- Disaster Recovery
- Business Continuity
- Applications Developers/Programming
- Database Development/Administration
- Data Warehousing/Mining
- Systems Design/Installation
- Web Design & Development
- Field Support Engineers

NETWORK ADMINISTRATION/SYSTEMS ADMINISTRATION

Lehigh Technical can help you design an inter-office network establishing communications between offices nationwide. Our capabilities span the full spectrum of Local Area Network (LAN) and Wide Area Network (WAN) environments, including:

- UNIX/LINUX
- LAN/WAN
- Windows Server

SOFTWARE & WEB DEVELOPMENT

Let us help your company to maximize its online appearance and profitability. Whether you're looking for help with e-commerce business development, web design, web content development, client-side/server-side scripting, or web server configuration, we'll be there with trained IT professionals.

- Java
- ASP.NET
- HTML
- C++
- CSS
- J2EE
- MS SQL
- VB.NET
- C#
- JavaScript

ENTERPRISE RESOURCE PLANNING

Our team can help solve your IT infrastructure specific challenges. Whether you are maintaining a legacy system or developing a new client/server application, we can deliver the expertise to complete your project.

- PeopleSoft
- Hyperion
- CRM
- SAP
- Oracle
- Domino

SERVICES PROPOSED

Appropriateness and Quality of Experience

General Company History

At Lehigh, we understand your business. We understand that scheduling, budgets, and a commitment to seeing the job through are non-negotiable components of every employment specification.

"Lehigh has a proven record matching top talent with great career opportunities for over 20 years by supplying temporary and direct personnel services, to premier Fortune 500 companies. In the past years Lehigh has become a "One Stop Shop" offering Customization of services; cost saving strategies; web based integration modules; Vendor Management and On-Site Managed Services; web based consolidated ordering and invoicing; timekeeping; and customized client reports."

Lehigh can provide eBusiness solutions, utilizing technology to facilitate the management of your vendors and your contingent personnel.

Our client list is the envy of our competitors. We have branch locations on Long Island, New York City, Connecticut, New Jersey, Rochester and Albany to support this project.

Lehigh can provide:

- Complete project teams
- One point contact for Accountability
- On-site Manager/On-site Recruitment
- Customized Oracle/People Soft-based Vendor Management System
- Full service management
- Direct Placement
- Contingency personnel
- Non-recruited payrolling services, to work on any long or short term assignments.
- Timekeeping of your contingent staff's time and attendance, activity
- Consolidated Invoicing and Billing providing single invoices
- Skill matching – electronically matching resumes; employee history; customized On-line skill testing; checking eVerify; reference, school records, licenses, certification and criminal background checks.
- Pay Rate Management
- Diversity Management and EEOC Reporting
- Risk Analysis and Investigation of co-employment issues.

Strategic Sourcing Techniques

Since, Lehigh maintains one of the industries most sophisticated proprietary resume retrieval software systems, iNploy™ SmartSearch we can identify potential candidates faster than our competition, allowing us to spend more time interviewing and checking references and can have resumes on your desk within hours. iNploy™ adds approximately 4,000 resumes to the system a month, through its website alone. Lehigh subscribes to all the leading job boards, (Monster, HotJobs, NetTemps, CareerBuilder, Dice, LinkedIn, ASCE.org, MercantPowerPlant.com, AIRS Tools, Talent Hook, Craig's List, Google Tools, C.E. Weekly) advertises in all of the major newspapers, national engineering and construction trade publications, members of Professional Women in Construction and maintains an average of receiving 400,000 unique visitors a month to Lehigh's website.

Lehigh has an advertising budget of \$150,000+ a year, used for employment ads alone. We are members of Professional Women in Construction, the Associated General Contractors of NYS, SHRM, HIA, attending many seminars and trade shows continually to know the trends and pulse of the industry.

After receiving your request for a specific requirement, one of the first sources we look at is a former employee who has completed successfully an assignment for Lehigh. Referrals, Networking and building relationships with former employees is our best ticket to success and to keeping the pulse "hot" in our industry. We start calling for referrals, they are your best source of information, and we network with our current employees.

RECRUITING is our core business, our Recruiters can go to their "following" for leads.

To meet the continued growth and demands for quality personnel, Lehigh recommends a continuous form of diversified sourcing. As our presence on the Internet grows, **The Port Authority of NY & NJ** reaps the benefits of our international recruiting ability from a single source.

We have the talent you want to hire.

Supplemental Information

Lehigh's staff is in full compliance with all EEO regulations. Staff members are certified in Human Resource training and our EEO policies are closely monitored by our Human Resource Management and Legal Departments.

Lehigh, offers our employees a variety of health plans for Healthcare, Vision and Dental care all at a reduced group rate, 401K opportunities, weekly payroll, Direct Deposit, personal administrative assistance, paid holidays and vacation are also offered, at no cost to **The Port Authority of NY & NJ.**

CONCLUSION

Our commitment and mission statement to our clients is
"To provide the highest quality professional employees at very competitive rates".

Our references speak to that commitment and we look forward to developing a similar, mutually rewarding business partnership with
The Port Authority of NY & NJ

Our clients generally view us as an extension of their own human resources, design and publications departments. Our account team learns the client's culture, personality and desires and strives to find talented individuals that will fit into that environment and work productively for many years.

We provide you with the reports and detail needed by your own internal operations. The reports we provide are flexible and can be modified at any time during our relationship.

*We believe that we put all of the pieces together-
Expertise, Capability, Technology, Experienced staff, Infrastructure & Value*

*We hope to be a valuable, long-term business partner with
The Port Authority of NY & NJ*

*Our strategy is your needs.
We encourage you to take the time to venture on our website:
<http://www.lehightechnical.com>*

LEHIGH

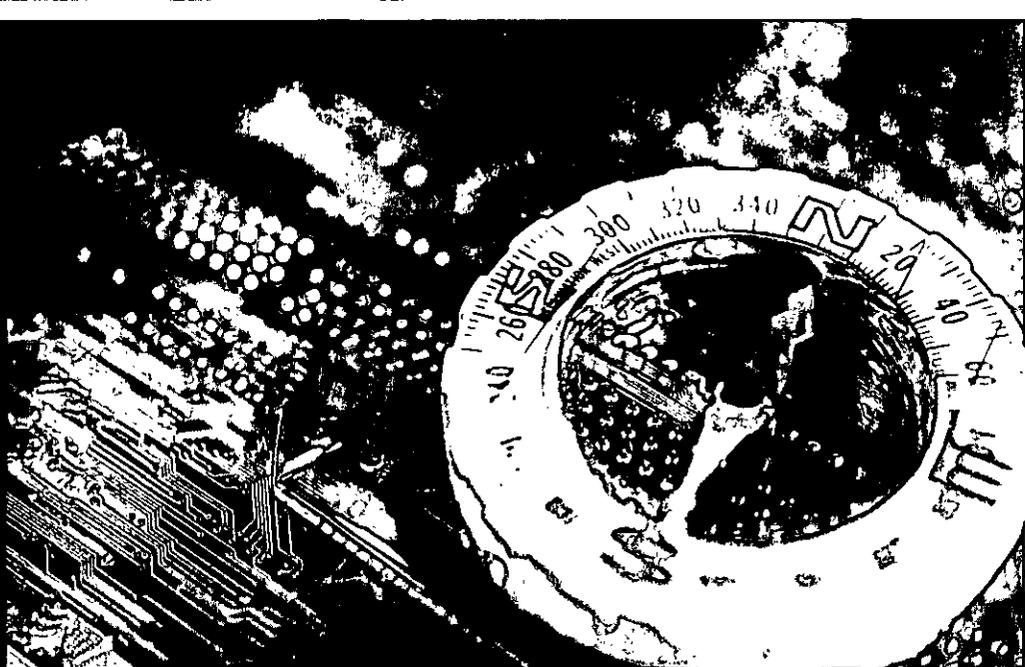
TECHNICAL SERVICE

www.lehightechnical.com

PEOPLE

TECHNOLOGY

SOLUTIONS



Choose Your Direction... ○ And Grow

Knowledgeable People Who Understand Your Business

We've been in the technical recruitment business for over 50 years. Our recruiters understand your business, the language, and diverse range of skill sets to perfectly match a highly qualified candidate to your needs.

Whether you're looking to support on-going projects or taking on a new program from concept to completion, Lehigh Technical can find a range of talent on a contract or direct basis.

Technical Services

Engineering Talent

Lehigh Technical Services provides all levels of engineering professionals and support personnel across all disciplines, including: construction, energy, chemical, petroleum, environmental, and manufacturing.

Engineering & Design

Lehigh Technical has in-house engineering and design capabilities for all your engineering or documentation management outsourcing needs. From product development to process automation to facility layout and document management, our dedicated staff of professionals utilize the latest Engineering and CAD Design software to remain at the forefront of technology, thus enabling them to easily acclimate to your technical requirements.

Information Systems/Technology Solutions

Lehigh Technical is a specialized provider of critical, technically skilled talent in information systems and technology, E-commerce/web technologies, software development, network services, data base development, administration, warehousing and mining.

Telecom Solutions

Lehigh Technical is experienced in supporting the need of highly trained specialists in the telecommunications field, including: engineering, installation, and testing. We also offer technicians with Project Management, Quality Control, Estimation, RF/Microwave/Wireless, Switch Gear, LAN/MAN/WAN, Central Office, Security, Voice, Data, and Video experience.



LEHIGH Technical Service

COST PROPOSAL

Although we perceive the value we bring to our client's staffing efforts exceeds the bottom line dollars and cent, we believe that our pricing structure is extremely competitive.

Our proposal for this project calls for 15% of the actual annual salary paid to the selected individual.

Lehigh Technical takes pride in our ability to serve our clients competently, swiftly and provide them with the most professional and suitable placement.

Payment of said fee shall be contingent upon the successful hire and commencement of services of the selected individual.

All information received from our clients will be held in strict confidence and used solely for the purpose of selecting qualified applicants. Information concerning applicants is for your sole use only and must not be divulged to anyone outside of the Port Authority of NY & NJ.

Federal and State laws prohibit discrimination because of race, color, religion, sex, age, national origin and physical limitations. We are an equal opportunity employer and abide by EEOC standards.



LEHIGH Technical Service

September 20, 2011

Lehigh Technical is associated with Nesco Resource and not an affiliate.

Lehigh Technical Service is separate and distinct operation from Nesco Resource. Nesco Resource Company performs fiduciary functions for Lehigh Technical Service.



I. LEHIGH TECHNICAL SERVICE HAS NO CONFLICT OF INTEREST ISSUES.



LEHIGH Technical Service

**J. LEHIGH TECHNICAL SERVICE AGREES WITH THE PORT
AUTHORITY OF NY & NJ'S STANDARD AGREEMENT AS
PROPOSED IN THE RFP 25881**

RFP Number 25881

September 21, 2011

The Port Authority of New York & New Jersey

Expert Recruitment Services
for Executive and Mid-Level Staff
as Requested on a "Call In" Basis
during 2011-2015

SUBMITTED BY:
CONNIE CHAMPNOISE
Director

Cooperative Personnel Services
6700 -A Rockledge Drive, Suite 510
Bethesda, MD 20817
t: 916-471-3305 f: 916-561-8846
Tax ID: 68-0067209
www.cps.ca.gov

RFP Number 25881

September 21, 2011

The Port Authority of New York & New Jersey

Expert Recruitment Services
for Executive and Mid-Level Staff
as Requested on a "Call In" Basis
during 2011-2015

SUBMITTED BY:
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Director

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6700 -A Rockledge Drive, Suite 510
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ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Cooperative Personnel Services

(Company)

Connie Champion

(Signature)

Director

(Title)

September 21, 2011

(Date)

Proposed Approach and Methodology

Ability to Perform

Lehigh has a policy that no resumes will be submitted to you the client, for review, until *the potential candidate has been spoken with, is interviewed and are found to be technically qualified; that the location is desirable; that they have an understanding of the job requirements and duties, and can refer to it on their resume, when and for how long, they used the skill required; that they are available for the assignment, and would be available for the completion of the assignment; that they are agreeable to the direct labor rate; and that they have signed a consent form for a complete background check.* Then and only then can a candidate be submitted to you as a viable candidate, to assure your interview will be prompt and effective. Because we are selective and send only those candidates who fit the criteria, your selection process is greatly simplified.

Upon deciding that an individual is qualified, we check the references given, to verify work experience, technical qualifications, and interpersonal skills, we verify education and licenses. We also provide credit and criminal background checks and drug screening, upon request. We are a cleared security facility and employ a full time Security Clearance officer, for clients with security needs. Upon hire, we use e-Verify for Social Security authenticity.

All employees sign a non-disclosure and patent agreement before assignment begins.

Over the years, we have developed simple yet effective methods of communicating with our clients, employees and potential candidates, listening to what their needs and concern are; this makes for a more conducive environment for all.

The team at Lehigh Technical is all very highly skilled professionals, with a minimum of 15 plus years of experience in engineering and human resources, both in the consulting and private corporate world industries, who can source from legacy systems to current edge technology requirements.

Our management provides our staff with the latest technological tools to allow them to deliver qualified, quality candidates to perform a multitude of services. With full text resumes on-line, high-powered search engines, internet and email, our recruiters can respond to your needs for a flexible workforce.

Services Performed:

- Sourcing and identification of appropriate personnel utilizing iNploy™ SmartSearch
- Utilization of technology and proven methods to prescreen and qualify applicants
- Implementation of best practice techniques to attract quality personnel
- Aggressively implement an employee referral program
- Compare applicants against profile criteria for interview selection
- Conduct interviews and establish a consistent rating criteria
- Share results with department managers to communicate and monitor progress adding notes and updates to the iNploy™ system
- Confirm offers of employment and administrate required paperwork
- Perform orientation, send out start paper work, supply time sheets
- Continue to monitor employee performance and effectiveness where required
- Daily reports on contract labor headcount
- Provision of a customized Orientation Program and handbook
- Establish an incentive plan based on employee attendance and tenure
- Exceed customer expectations for quality personnel. Personnel will be required to monitor and report on the quality of work flow, as well as set priorities within a group
- Monitor and report progress on employee retention, no shows, and attendance problems.
- Address, record and follow through any personnel issues
- Responsible for time card management and accurate recording methods
- A recognition program for excellent employees, paid on a monthly basis
- Check references, dates of previous employment, check degrees.
- Send results of background check to Human Resources.

Description of the pre-screening methodology

- Perform/confirm the last three work references
- Background investigation for convictions
- Drug screen upon request
- Fill out I-9 paperwork for INS
- E-verify Social Security Number
- Check credentials and work authorizations
- Check previous pay stubs for direct hires
- Evaluation Communication skills
- Evaluate Team possibilities
- Technical skills
- Evaluate the Ability to interact and adapt to changing, and challenging work environments

ATTACHMENT C
COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):
COOPERATIVE PERSONNEL SERVICES
2. Business Address (to receive mail for this RFP):
6700 Rockledge Drive, Suite 510
Bethesda, MD 20817
3. Business Telephone Number: (240) 223-5100
4. Business Fax Number: (301) 530-4247
5. Firm website: www.cps.ca.gov
6. Federal Employer Identification Number (EIN): Ex. 1
7. Date (MM/DD/YYYY) Firm was Established: 3 / 15 / 1985
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
N/A
9. Officer or Principal of Firm and Title:
We are a Joint Powers Authority of California and do not have Officers or Principals
10. Name, telephone number, and email address of contact for questions:
Wil Godsave (916) 471-3351 wgodsave@cps.ca.gov
11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture	X	
2 - Construction/Project Management		
3 - Finance/Real Estate	X	
4 - Environment/Energy	X	
5- Information Technology	X	
5 - Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)	X	
6 - Security/Public Safety	X	
7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)	X	
8 - Diversity (including Military/Veterans)	X	



References

Cooperative Personnel Services's expertise in the recruitment of public agency employees has been gained over the past 25 years while successfully completing approximately 1,600 recruitments for more than 575 clients. We have extensive experience in the recruitment of all types of government, at all levels of staffing, including council/board appointed executives, department directors, and key professional and management positions. Although our client list covers a broad range, please note that each recruitment we conduct is uniquely designed to fit the needs of the individual client and is calculated to provide a strong, competitive pool of candidates.

Cooperative Personnel Services possesses an in-depth understanding of all state and local government operations, programs, and services. This understanding has been gained as consultants to local governments throughout the United States.

During the past ten years, Cooperative Personnel Services has recruited 24 transportation officials, 57 finance officials and 38 human resource officials in addition to 100s of other public agency executives and managers.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 1 - Engineering/Architecture
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: City of Brentwood
Client Address (City & State): 708 Third St, Brentwood, CA 94513
Client Contact Name/Phone #/Email Address: Karen Chew, (925) 516-5440 kchew@ci.brentwood.ca.us
Title of Placement: Assistant Director of Public Works, Engineering
Date of Placement: 2011

Placement #2

Client Business Name: City of Fairfield
Client Address (City & State): 1000 Webster St, Fairfield, CA 94533
Client Contact Name/Phone #/Email Address: George Hicks, (707) 428-7493 ghicks@fairfield.ca.gov
Title of Placement: Asst Public Works Director - Utilities
Date of Placement: 2010

Placement #3

Client Business Name: City of Fairfield
Client Address (City & State): 1000 Webster St, Fairfield, CA 94533
Client Contact Name/Phone #/Email Address: George Hicks, (707) 428-7493 ghicks@fairfield.ca.gov
Title of Placement: Asst Director Public Works - Director/City Engineer
Date of Placement: 2010

Placement #4

Client Business Name: County of Sacramento
Client Address (City & State): 700 H Street, Sacramento, CA 95814
Client Contact Name/Phone #/Email Address: David Devine (916) 874-6388 devined@saccounty.net
Title of Placement: Director of Water Resources
Date of Placement: 2011

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 1 - Engineering/Architecture
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Imperial Irrigation District

Client Address (City & State): P O Box 937, Imperial, CA 92251

Client Contact Name/Phone #/Email Address: Laurie Franks (760) 339-9712 lmfranks@iid.com

Title of Placement: (1) Engineer (2) Senior Engineer (3) Senior Engineer

Date of Placement: (1) 2009 (2) 2010 (3) 2010

Placement #2

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #3

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #4

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 3 - Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: California Public Employee Retirement System
Client Address (City & State): 400 Q Street, Sacramento, CA 95811
Client Contact Name/Phone #/Email Address: Laurie Menchaca, (916) 795-1431 laurie_menchaca@calpers.ca.gov
Title of Placement: Chief Actuary
Date of Placement: 2010

Placement #2

Client Business Name: Firt 5 LA
Client Address (City & State): 750 N Alameda St, Los Angeles, CA 90012
Client Contact Name/Phone #/Email Address: Maggie Martinez, (213) 482-7529 mmartinez@first5la.org
Title of Placement: Director of Finance
Date of Placement: 2009

Placement #3

Client Business Name: FlorIn Resource Conservation District
Client Address (City & State): 9257 Elk Grove Blvd, Elk Grove, CA 95624
Client Contact Name/Phone #/Email Address: Mark Madison, (916) 685-3556 mmadison@egwd.org
Title of Placement: Finance Manager
Date of Placement: 2011

Placement #4

Client Business Name: City of Fresno
Client Address (City & State): 2600 Fresno St, Fresno, CA 93721
Client Contact Name/Phone #/Email Address: Terry Bond, (559) 621-6964 terry.bond@fresno.gov
Title of Placement: Controller/Finance Director
Date of Placement: 2009

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 3- Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Merced Irrigation District
Client Address (City & State): 744 W 20th St, Merced, CA 95340
Client Contact Name/Phone #/Email Address: Bob Blum, (209) 722-5761 bblum@mercedid.org
Title of Placement: Controller
Date of Placement: 2010

Placement #2

Client Business Name: City of Reno, NV
Client Address (City & State): 1 East First St, Reno, NV 89505
Client Contact Name/Phone #/Email Address: Renee Rungis (775) 785-5854 rungisr@reno.gov
Title of Placement: (1) Finance Director (2) Assistant City Manager, Financial Services
Date of Placement: (1) 2009 (2) 2010

Placement #3

Client Business Name: City of San Jose
Client Address (City & State): 200 E Santa Clara St, San Jose, CA 95113
Client Contact Name/Phone #/Email Address: Scott Johnson (408) 535-7000 scottj.johnson@sanjoseca.gov
Title of Placement: Financial Division Manager - Accounting
Date of Placement: 2011

Placement #4

Client Business Name: McKinleyville Community Services District
Client Address (City & State): 1656 Sutter Road, McKinleyville, CA 95519
Client Contact Name/Phone #/Email Address: Jeff Dunk (707) 839-1128 jeffrey.dunk@humboldt.edu
Title of Placement: Finance Director
Date of Placement: 2011

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 4 - Environment/Energy
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: City of Fresno
Client Address (City & State): 2600 Fresno St, Fresno, CA 93721
Client Contact Name/Phone #/Email Address: Terry Bond (559) 621-6964 terry.bond@fresno.gov
Title of Placement: Planning and Development Director
Date of Placement: 2009

Placement #2

Client Business Name: Marin County
Client Address (City & State): 3501 Civic Center Dr, San Rafael, CA 94903
Client Contact Name/Phone #/Email Address: Brian Crawford (415) 499-6269 bcrawford@co.marin.ca.us
Title of Placement: Assistant Director of Community Development
Date of Placement: 2009

Placement #3

Client Business Name: City of Brentwood
Client Address (City & State): 708 Third St, Brentwood, CA 94513
Client Contact Name/Phone #/Email Address: Karen Chew (925) 516-5440 kchew@ci.brentwood.ca.us
Title of Placement: Economic Development/Planning Director
Date of Placement: 2010

Placement #4

Client Business Name: City of Napa
Client Address (City & State): 935 Hartle Street, Napa, CA 94559
Client Contact Name/Phone #/Email Address: Jeff Tucker (707) 258-6000
Title of Placement: Community Development Director
Date of Placement: 2009

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Provide the following information for a minimum of three executive 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: 5 - Information Technology
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: City of Sacramento
Client Address (City & State): 915 "I" Street, Sacramento, CA 95814
Client Contact Name/Phone #/Email Address: Gerl Hamby (916) 808-7173
Title of Placement: Chief Information Officer
Date of Placement: 2010

Placement #2

Client Business Name: HAVE DONE MORE BUT MORE THAN TWO YEARS AGO
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
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Provide the following information for a minimum of three executive 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: 5 - Transportation
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: California High Speed Rail Authority
Client Address (City & State): 925 L Street, Sacramento, CA 95814
Client Contact Name/Phone #/Email Address: Carrie Pourvahidi (916) 324-1541
Title of Placement: Chief Executive Officer - Transportation
Date of Placement: 2010

Placement #2

Client Business Name: City of Las Vegas
Client Address (City & State): 400 Stewart St, Las Vegas, NV 89101
Client Contact Name/Phone #/Email Address: Glenna Kouns (702) 229-5927 gkouns@lasvegasnevada.gov
Title of Placement: Parking Services Manager
Date of Placement: 2011

Placement #3

Client Business Name: Port of Oakland
Client Address (City & State): 530 Water Street, Oakland, CA 95815
Client Contact Name/Phone #/Email Address: Michael Mitchell (510) 627-1516 mmitchell@portoakland.com
Title of Placement: (1) Dir of External Affairs (2) Director of Administration (3) Labor Advisor
Date of Placement: 2011

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
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Provide the following information for a minimum of three executive 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: 6 - Security/Public Safety
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Golder Ranch Fire District
Client Address (City & State): 3885 East Golder Ranch Dr, Tucson, AZ 85739
Client Contact Name/Phone #/Email Address: Sharron Lovemore (520) 825-5982 slovemore@golderranchfire.org
Title of Placement: Fire Chief
Date of Placement: 2010

Placement #2

Client Business Name: City of Reno
Client Address (City & State): 1 East First St, Reno, NV 89505
Client Contact Name/Phone #/Email Address: Renee Rungis (775) 334-5854
Title of Placement: Fire Chief
Date of Placement: 2010

Placement #3

Client Business Name: Templeton Community Services District
Client Address (City & State): 420 Crocker St, Templeton, CA 93465
Client Contact Name/Phone #/Email Address: Jeff Hodge (805) 434-4900 jhodge@templetoncsd.org
Title of Placement: Fire Chief
Date of Placement: 2010

Placement #4

Client Business Name: City of Berkeley
Client Address (City & State): 2180 Milvia St, Berkeley, CA 94704
Client Contact Name/Phone #/Email Address: Christine Daniel, (510) 981-7002 cdaniel@ci.berkeley.ca.us
Title of Placement: Chief of Police
Date of Placement: 2009

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
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Provide the following information for a minimum of three executive 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: 6 - Security/Public Safety
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: City of Hillsboro
Client Address (City & State): 150 East Main St, Hillsboro, OR 97123
Client Contact Name/Phone #/Email Address: Sarah Jo Chaplen (503) 681-6447 sarahc@ci.hillsboro.or.us
Title of Placement: Police Chief
Date of Placement: 2010

Placement #2

Client Business Name: Aptos-La Selva Fire Protection District
Client Address (City & State): 6934 Soquel Dr, Aptos, CA 95003
Client Contact Name/Phone #/Email Address: Fred Malmund (831) 685-6690
Title of Placement: Fire Chief
Date of Placement: 2011

Placement #3

Client Business Name: City of Salt Lake City
Client Address (City & State): 451 South State St, Salt Lake City, UT 84111
Client Contact Name/Phone #/Email Address: Sam Guevara (801) 535-7661
Title of Placement: Fire Chief
Date of Placement: 2010

Placement #4

Client Business Name: El Dorado Hills Fire Department
Client Address (City & State): 1050 Wilson Blvd, El Dorado, CA 95762
Client Contact Name/Phone #/Email Address: Greg Durante (916) 717-8095 greg.durant@motorola.com
Title of Placement: Fire Chief
Date of Placement: 2011

ATTACHMENT E

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Provide the following information for a minimum of three executive 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: 7 - Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Napa Sanitation District
Client Address (City & State): 935 Hartle Ct, Napa, CA 94559
Client Contact Name/Phone #/Email Address: Jeff Tucker (707) 258-6000 jtucker@napasan.com
Title of Placement: General Manager
Date of Placement: 2010

Placement #2

Client Business Name: Sacramento Area Flood Control Agency
Client Address (City & State): Sacramento, CA 95814
Client Contact Name/Phone #/Email Address: Stein Buer (916) 874-7606 buers@saccounty.net
Title of Placement: Deputy Executive Director
Date of Placement: 2011

Placement #3

Client Business Name: Florin Resource Conservation District
Client Address (City & State): 9257 Elk Grove Blvd, Elk Grove, CA 95624
Client Contact Name/Phone #/Email Address: Mark Madison (916) 685-3556 mmadison@egwd.org
Title of Placement: General Manager
Date of Placement: 2011

Placement #4

Client Business Name: Keyes Community Services District
Client Address (City & State): 5601 7th St, Keyes, CA 95328
Client Contact Name/Phone #/Email Address: Dan Schroeder (209) 948-8200 dschroeder@neumiller.com
Title of Placement: General Manager
Date of Placement: 2011

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
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EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 7 - Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: McKinleyville Community Services District
Client Address (City & State): 1656 Sutter Road, McKinleyville, CA 95519
Client Contact Name/Phone #/Email Address: Jeff Dunk (707) 839-1128 jeffrey.dunk@humboldt.edu
Title of Placement: General Manager
Date of Placement: 2009

Placement #2

Client Business Name: City of Napa
Client Address (City & State): 955 School St, Napa, CA 94559
Client Contact Name/Phone #/Email Address: Nancy Weiss (707) 257-9616 nweiss@cityofnapa.org
Title of Placement: City Clerk
Date of Placement: 2009

Placement #3

Client Business Name: City of Sebastopol
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: Sarah Glade Gurney (707) 823-1153 sarahcouncil@yahoo.com
Title of Placement: City Manager
Date of Placement: 2009

Placement #4

Client Business Name: City of Anaheim
Client Address (City & State): 201 S Anaheim Blvd, Anaheim, CA 92805
Client Contact Name/Phone #/Email Address: Kristine Ridge (714) 765-5209
Title of Placement: (1) Assistant City Manager (2) Labor Employment Attorney
Date of Placement: (1) 2011 (2) 2010

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Provide the following information for a minimum of three executive 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: 7 - Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: City of Modesto
Client Address (City & State): Modesto, CA
Client Contact Name/Phone #/Email Address: Greg Nyhoff (209) 577-5404 gnyhoff@modestogov.com
Title of Placement: Human Resources Director
Date of Placement: 2010

Placement #2

Client Business Name: Napa Valley Solid Waste Management Services
Client Address (City & State): Napa, CA
Client Contact Name/Phone #/Email Address: Mark Luce (707) 253-4386 mark.luce@countyofnapa.com
Title of Placement: Executive Director
Date of Placement: 2010

Placement #3

Client Business Name: Sacramento Municipal Utility District
Client Address (City & State): Sacramento, CA
Client Contact Name/Phone #/Email Address: Cheryl Griffin (916) 732-7084 cgriff1@smud.org
Title of Placement: Manager, Resource Planning and Pricing
Date of Placement: 2009

Placement #4

Client Business Name: State Bar of California
Client Address (City & State): Sacramento, CA
Client Contact Name/Phone #/Email Address: Robert Hawley (415) 538-2777 robert.hawley@calbar.gov
Title of Placement: (1) Chief Trial Counsel (2) General Counsel
Date of Placement: 2010

ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
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Provide the following information for a minimum of three executive 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: 8 - Diversity
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Asian Pacific Community Counseling
Client Address (City & State): 7273 14th Ave, Sacramento, CA 95820
Client Contact Name/Phone #/Email Address: Y. Lakshmi Malrouu (916) 383-6783
Title of Placement: Executive Director
Date of Placement: 2011

Placement #2

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____



Executive Search Project Approach

Our unique approach to executive searches includes the following features:

AUTHORITY INVOLVEMENT

The Authority must be intimately involved in the search for a new Executive. For this reason, our approach assumes the Authority's direct participation in key phases of the search process, including the development of the candidate profile and recruitment strategy, the selection of final candidates, interviews with the finalists, and ultimately, the selection of a new Executive.

DISTRICT'S NEEDS

A critical first step in a successful executive search is for the Authority to define the professional and personal qualities required of its Executive. To be certain this occurs, we have developed a very effective process that will permit the Authority to clarify the preferred future direction for the Authority; the specific challenges the Authority is likely to face in achieving this future direction; the working style and organizational climate the Authority members wish to establish with the Executive; and ultimately, the professional and personal qualities that will be required of the Executive.

AGGRESSIVE RECRUITMENT

The best Executive candidates are often not actively seeking a new position. They may be very satisfied with their current situation, and may only consider a change if a more attractive career opportunity is presented to them. Yet, among potential applicants there are those who, though personally satisfied with their current situation, would rise to the professional challenge and apply for the Executive position.

Evoking that sense of vision and opportunity in

qualified persons is among the responsibilities of Cooperative Personnel Services. This is why we take an aggressive approach in identifying and recruiting the best available candidates.

One Year Guarantee

If the candidate selected and appointed by the Authority, as a result of a full executive recruitment, terminates employment for any reason before the completion of the first year of service, Cooperative Personnel Services will provide the Authority with whatever professional services are required to appoint a replacement. Professional consulting services will be provided at no cost. The Authority would then be responsible for reimbursable expenses only.

SELECTION

The selection of the best available candidate requires the use of tools that have been specifically designed to evaluate each candidate against the personal and professional qualities identified by the Authority. For this reason, we tailor our selection techniques to the Authority's specific requirements. In addition, we also assume responsibility for administering the selection process for the Authority.

EMPLOYMENT AGREEMENT

One of the most sensitive parts of the selection process is frequently the development of an employment agreement with the selected candidate. If this is not done with care and precision, it can result in either losing the preferred candidate, or beginning the employment relationship in an awkward manner. To preclude this from occurring, we are available to assist the Authority and Executive in developing an agreement that is acceptable to both parties.



Executive Search Process in Detail

The executive search process presented below is designed to provide the Authority with the full range of services required to assure the ultimate selection of an Executive who is uniquely suited to the Authority's needs.

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

A critical first step in this engagement is a thorough review of the search process and schedule with the Authority. This will ensure that the Authority's needs are met in the most complete manner possible.

Task 2 - Meet Individually with Each Authority Member

As a prelude to a workshop session with the Authority, the consultant will meet individually with each Authority Member. The purpose of these meetings is to develop individual insights regarding the Authority's needs and the personal and professional characteristics desired in an Executive.

Task 3 - Development of Candidate Profile and Recruitment Strategy

This task will be accomplished during a workshop session of approximately one to two hours in length involving the Authority members and the consultant. This task will result in the identification of the personal and professional attributes required of the new Executive, and include the following activities:

- The Authority will identify priorities for the new Executive.
- The consultant will assist the Authority in identifying the conditions and challenges likely to be encountered in achieving the priorities identified above.
- The Authority will describe the type of working relationship they wish to establish with the Executive.
- The consultant will assist the Authority in generating a list of specific competencies, experiences, and personal attributes needed by the new Executive in light of the analyses conducted above.
- The consultant will present several recruitment and selection strategies for the Authority's consideration. The Authority will choose the recruitment and selection process most likely to produce the intended results.

Task 4 - Prepare Recruitment Brochure and Place Advertisements

Following the completion of the workshop session, text for an attractive and custom-designed recruitment brochure detailing the position and the Authority will be prepared. This will be presented to the Authority for review prior to printing (examples of current brochures are

available for viewing on our website at www.cps.ca.gov/Search). In addition, advertisements will be prepared and placed for publication in appropriate magazines, journals, newsletters, job bulletins, and Web sites. Cooperative Personnel Services is sensitive to reaching a diverse candidate pool and would recommend publications that are targeted to minority and female candidates. We are proud of our successful record of assisting our clients with placing over 130 minority and female candidates in executive positions over the past five years.

Phase II - Recruitment

Task 1 - Identify and Contact Potential Candidates

This very crucial task will include a variety of activities designed to attract the best available candidates. In addition to the placement of advertisements in appropriate professional journals, the consultant will:

- Contact special district and local government executives and other appropriate parties to identify outstanding potential candidates on a referral basis. Cooperative Personnel Services maintains a comprehensive, up to date database of special district and local government executives. However, we don't just rely upon our current database. We also conduct specific research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience to garner a diverse and quality pool of candidates.
- Select top quality candidates for consideration from past recruitments.
- Provide each potential candidate with a copy of the recruitment brochure transmitted with a personal letter.
- Contact potential candidates by telephone to explain the career opportunity, answer questions, and encourage them to submit a resume. Oftentimes this component necessitates multiple conversations with the same person to pique their interest and to answer their questions.

Task 2 – Resume Review and Personal Interviews

All resumes will be submitted directly to the consultant for initial screening. This screening process is specifically designed to assess the personal and professional attributes the Authority is seeking and will include:

- A thorough review of each candidate's resume and other supporting materials.
- Personal interviews with the candidates who appear to best meet the Authority's needs. This group typically includes approximately 10-15 candidates. The consultant will spend quality time ascertaining each candidate's long term career goals and reason(s) why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will also gather data on any other unique aspects specific to this recruitment based upon the candidate profile.

- The consultant will conduct internet research on each candidate interviewed, to include newspaper articles and blog checks.

Cooperative Personnel Services will conduct as many interviews in person that is reasonable within the timeframe and pricing matrix established with the client.

Task 3 - Authority Selects Finalists

At the conclusion of the previous tasks, the consultant will prepare a written report that summarizes the results of the recruitment process and recommends five to eight candidates for further consideration by the Authority. This report will include the candidate resumes and a profile on each candidate's background. The consultant will meet with the Authority to review this report and to assist the Authority in selecting a group of finalists for further evaluation.

Phase III - Selection

Task 1 - Design Selection Process

Based on the results of the meeting conducted in Phase I, the consultant will design a selection process to be utilized by the Authority in assessing the final candidates. This process will typically include an in-depth interview with each candidate, but may also include other selection tools such as an oral presentation, preparation of written reports and problem-solving exercises.

Task 2 - Administer Selection Process

The consultant will coordinate all aspects of the selection process for the Authority. This includes contacting both the successful and unsuccessful candidates, preparing appropriate materials, facilitating the interviews, and assisting the Authority with deliberation of the results of the interviews.

Task 3 – Arrange Follow-up Interviews and Conduct In-depth Reference Checks

Following the completion of the selection process, the consultant will be available to schedule and coordinate follow-up interviews, and complete reference checks. The in-depth reference checks are a comprehensive 360 evaluation process whereby we speak with elected officials, community leaders, peers and subordinates. The candidates are requested to provide a minimum of ten reference sources. Cooperative Personnel Services is able to ascertain significant, detailed information from reference sources due to our assurance and commitment to them that their comments remain confidential which leads to a willingness to have an open and candid discussion with the consultant. A written summary of the reference checks is provided to the Authority. We will also arrange for a background records check of an applicant's driving record, court and credit history, education verification, newspaper article research, and other sensitive items.

Value-Added Customer Service

Throughout the executive search process, we are committed to keeping the Authority fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.). In addition, during each phase in the process, we are either sending personal letters or initiating phone calls to candidates advising them of their status. We place a high level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. We have developed many long term relationships with clients that have resulted in the opportunity to assist them with multiple recruitments.

In addition, our follow up extends once you have selected your next Executive. We will contact both the Authority and the newly appointed Executive within six months of appointment to ascertain if an effective transition has occurred.

Project Timing

Cooperative Personnel Services is prepared to begin work upon receipt of a fully-executed contractual agreement. We can complete all search activities up to and including the selection of a new Executive in 14 to 16 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial Client meeting. A proposed schedule is presented below.

PROPOSED SCHEDULE

Task Name	Month 1	Month 2	Month 3	Month 4
Initial Meeting to Define Candidate Profile	▶			
Place Ads and Draft Brochure	▶			
Brochure Approved and Printed	▶			
Aggressive Recruiting		▶		
Final Filing Date		▶		
Preliminary Screening			▶	
Report of Results to the Authority			▶	
Authority Interviews				▶
Background/Reference Checks				▶
Appointment				▶



Cost

The professional fee for the recruitment services as outlined is **25% of the first year's annual salary, not to exceed \$20,000** for **Executive Search** services. Our professional fee covers all the consultant services associated with **Phases I, II and III** of the recruitment process, including the necessary field visits (up to three) to develop the candidate profile and recruitment strategy, assist the Hiring Authority in finalist selection, and facilitate candidate interviews with the Port Authority of New York and New Jersey. The listed fee structure would not change throughout the four year contract.

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, and marketing are reimbursable at cost. There is no mark-up on expenses and we will work proactively with the Authority to ensure that the dollars being spent for expenses are in keeping with the Authority's expectations. Reimbursable expenses range includes background checks on up to two finalist candidates if the Authority desires.



Affiliates

Cooperative Personnel Services does not have any affiliates or plans to use any subcontractors for this opportunity.



Conflict of Interest

Cooperative Personnel Services states that there is no possible conflict of interest.



Standard Agreement Issues

Indemnification purports to shift risk beyond our coverage. We would prefer to limit our liability to public liability.

"The Contractor shall indemnify the Principal against Loss or damage to any property; and claims by the Principal or claims by any person against the Principal in respect of personal injury or death arising out of or as a consequence of Contractor's negligence in carrying out the services. The contractor's liability to indemnify the Principal shall be reduced to the extent that such loss, damage, injury or death was caused or contributed to by the act, omission, direction or negligence of the Principal, its servants, agents or any third party over which the Contractor does not have control. This clause shall not extend to include any consequential loss, damage, injury or death."

The cancellation clause on the Insurance Certificate will read:

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Executive Summary

As a network of thought leaders in HR Systems, Cooperative Personnel Services delivers breakthrough solutions that dramatically transform public sector organizations to positively impact the communities they serve. By establishing centers of excellence and communities of practice, we provide your organization with the latest knowledge and the expertise to put that knowledge into action. With offices in Sacramento, CA and Bethesda, MD (as well as partners throughout the country), and the proposed Project Manager residing in the New York area, our clients draw experience from a powerful national network.

Cooperative Personnel Services employs more than 80 full-time employees and approximately 200 consultants who provide professional services and technical assistance to clients across the country. Our client list includes federal, state, county and city governments, and other governmental agencies, such as special districts, colleges, universities, school districts and non-profit organizations.



The COOPERATIVE PERSONNEL SERVICES Commitment to Quality

Cooperative Personnel Services knows that quality services, impeccable deliverables and the resultant client satisfaction are all factors that keep our clients coming back for more. While we welcome the opportunity to work with our current and potential clients on a specific project, our long term goal is to build strong and collaborative partnerships with all of our clients. In essence, we do not want to “walk away” at the end of an engagement, but instead, strive to foster and build ongoing relationships with the agencies we serve.

We strengthen our commitment to quality in a number of ways, but two of the most notable are:

- **One Year Guarantee** - If the candidate selected and appointed by the Authority, as a result of a full executive recruitment, terminates employment for any reason before the completion of the first year of service, Cooperative Personnel Services will provide the Authority with whatever professional services are required to appoint a replacement. Professional consulting services will be provided at no cost. The Authority would be responsible for reimbursable expenses only.
- **Client Satisfaction** – While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? Cooperative Personnel Services does. All of our clients receive a client satisfaction survey at the end of each engagement to respond to questions on the quality of our staff, our

deliverables and the overall consulting relationship. The answers to these questions are then compiled and analyzed to identify client satisfaction ratings which are used as a factor within the Cooperative Personnel Services performance management system. The ratings are weighted very highly in each Cooperative Personnel Services employee's individual performance plan and annual performance rating to ensure Cooperative Personnel Services continues to deliver on the high level of client satisfaction our clients have a right to expect from us.

Our primary services include:

- Recruitment and Selection
 - ◆ Recruitment and Staffing Strategy
 - ◆ Job Analysis
 - ◆ Develop/Deliver Assessment Services
 - ◆ Test Development and Administration
 - ◆ Executive Recruitment
- Talent Management
 - ◆ Competency Modeling
 - ◆ Workforce and Succession Planning
 - ◆ HR Process Reengineering
 - ◆ Organizational Assessment, Design and Development
 - ◆ Performance Management
 - ◆ Employee Engagement
 - ◆ Employee Relations
- Classification, Compensation and Total Rewards
 - ◆ Position Classification
 - ◆ Job Evaluation
 - ◆ Compensation
 - ◆ Awards, Pay for Performance, Merit Pay
- Training and Development
 - ◆ Organizational Needs Assessment or Training Strategy
 - ◆ Organizational Training Programs
 - ◆ Coaching and Coaching Programs
 - ◆ Mentoring and Mentoring Programs
 - ◆ Training Courses (off the shelf, or custom)
 - ◆ Leadership Development
 - ◆ Facilitation



Qualifications of Consultant Team

Cooperative Personnel Services has an excellent team of Executive Recruiters to assist the Authority in this important recruitment endeavor. The Project Manager will be Wil Godsave. The Lead Recruiters will be Stuart Satow and Pam Derby, who are highly experienced Executive Recruiters who have conducted hundreds of successful recruitments in all areas of the public sector. Information about these recruiters follows, and their experience is highlighted below.

During the course of the project, should substitution of staff become necessary due to unforeseen circumstances, Cooperative Personnel Services will pull from its talented pool of consultants, and we agree to submit the name and qualifications to the Authority for review and approval.

Resumes

(Ex. 2.b.)

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panvni.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

ABACUS GROUP, LLC
(Company)

Kevin Johnson
(Signature)

Finance & Accounting Assoc.
(Title)

9/20/11
(Date)

ATTACHMENT C
COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):
ABACUS GROUP, LLC
2. Business Address (to receive mail for this RFP):
14 PENN Plaza, Suite 1600
New York, NY 10122
3. Business Telephone Number: 212-812-8444
4. Business Fax Number: 212-812-8448
5. Firm website: WWW.ABACUSNYC.COM
6. Federal Employer Identification Number (EIN): _____
7. Date (MM/DD/YYYY) Firm was Established: 12/01/1997
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
N/A
9. Officer or Principal of Firm and Title:
Brian Berbeck, Partner / Lew Frankel, Partner
10. Name, telephone number, and email address of contact for questions:
KEVIN JOHNSON KJOHNSON@ABACUSNYC.COM
212-812-8458
11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panvny.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture		
2 - Construction/Project Management		
3 - Finance/Real Estate		X
4 - Environment/Energy		
5- Information Technology		
5 - Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)		
6 - Security/Public Safety		
7 - Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)		
8 - Diversity (including Military/Veterans)		

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: N/A
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #2

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #3

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #4

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 3 - FINANCE/REAL ESTATE
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Harlem United Community Aids Center

Client Address (City & State): 123 W. 124th St. New York, NY 10027

Client Contact Name/Phone #/Email Address: Dave White, white@harlemunited.org 212-222-3049

Title of Placement: Senior Accountant, AP Accountant

Date of Placement: 8/1/11, 7/20/11, 2/24/11, 4/1/11

Placement #2

Client Business Name: Transland

Client Address (City & State): 2067A FICA, 20th FLOOR BROOKLYN NY 11201

Client Contact Name/Phone #/Email Address: Jeff Kappel jeffk@transland.com (618)510-9079

Title of Placement: MEDICAL Biller, Collections, Accounting Manager

Date of Placement: 9/9/11, 4/15/11, 4/2/11, 8/13/11, 8/25/11, 8/31/11

Placement #3

Client Business Name: Curtis, Pallet-Prevost, Colt + Ross LLP

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Brenda Cooper, bcooper@curtis.com 212.839.6906

Title of Placement: Legal Biller

Date of Placement: 4/3/11

Placement #4

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

EXHIBIT I

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of this 20 day of SEPTEMBER, 2011, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and ABACUS GROUP, LLC having an office and place of business at 14 Penn Plaza Suite 1600, NY, NY 10119 (address) ("Recipient").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge (collectively, the "Project(s)", or "Proposed Project(s)"), and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "Parties") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

I. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **"Authorized Disclosure"** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **"Confidential Information"** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the

Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or *similar obligation, or understanding with or for the benefit of the Port Authority*, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(c) **"Confidential Privileged Information"** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) **"Confidential Proprietary Information"** means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) **"Confidentiality Control Procedures"** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) **"Critical Infrastructure Information"** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle *Critical Infrastructure Information Act of 2002* (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) **"Information"** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) **"Limited Access Safety and Security Information"** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and

might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **"Port Authority Handbook"** means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **"Sensitive Security Information"** has the definition and requirements set forth in the *Transportation Security Administrative Rules & Regulations*, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

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

4. **Retention Limitations; Return of Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the *unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties.* The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** 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. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

If to the Port
Authority: The Port Authority of New York and New Jersey

with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO

If to the Recipient: ABKAS GROUP LLC
14 Penn Plaza, Suite 1600
New York, NY 10122

with a copy to: ABKAS GROUP LLC
14 Penn Plaza, Suite 1600
New York, NY 10122

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: Kevin Johnson
Print Name: Kevin S. Johnson
Title: Accounting & Finance Assoc
Date: 9/20/11

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Kevin Johnson (name of authorized signatory), is the Account Executive (Title) of ADPlus Group, LLC (name of entity), a limited liability corp. (type of entity and jurisdiction of formation) ("Related Party"), located at 14 Dean Plaza, Suite 1600, New York, NY 10122 (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Temporary Embassy Reception (describe scope of work of Related Party) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge for The Port Authority of New York and New Jersey (the "Port Authority"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated Sept. 20, 2011 between ADPlus Group, LLC (the "Recipient") and the Port Authority (hereinafter the "Agreement"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name:

Title:

Date:

Kevin Johnson
Kevin Johnson
Accounting & Finance Assoc.
9/20/11

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Kevin Johnson (name of employee) ("Related Party"), am employed as a(n) Account Executive (job title) by Adidas Group LLC (name of employer). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Adidas Group LLC (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated Sept 20 2011 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Port Authority (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name:

Title:

Date:

Kevin Johnson
Kevin Johnson
Accounting's Manager
9/20/11

Abacus Group, LLC
14 Penn Plaza
Suite 1600
New York, NY 10122
RFP Number: 25881

Recruiting Process:

Our recruiting process is the same across the board. Client Recruiter will get the Job Order and follow-up with the client to identify all detailed requirements for the Job. Once this is done the client recruiter will disseminate the job order to the rest of our recruiting staff who will then review their database for candidates meeting the job criteria. Our Candidate recruiters will then determine interest from each candidate and submit the candidate profile to our client recruiter for review and submission to the client. When the client determines interest in a candidate our recruiters coordinate the scheduling of the interview with the client. After the interview our recruiters provide timely feedback on the candidates' experience at the interview and interest level. Our recruiters then coordinate any additional interviews as well as presentation of the offer and coordination of a start date.

III. DESCRIPTION OF CONSULTANT'S TASKS

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

- A. Review position description and requirements and propose changes thereto as appropriate, for review and approval by the Director;
 - a. **Upon receipt of a job description our account representatives will review it with our operations staff and determine the accuracy of the requirements**
 - b. **Should we feel there is a discrepancy we will schedule a conference call with our client to better understand the requirement and voice our concerns.**
- B. Conduct preliminary screening of candidates and interview as appropriate, to assess qualifications and interest in the position;
 - a. **Every candidate we represent to a client is met in person by our operations staff and thoroughly interviewed prior to submission to our clients**
- C. Verify/authenticate the candidate's credentials and document your findings.
 - a. **We conduct reference checks and degree verifications on all candidates as requested by a client**
- D. Documentation shall include candidate profile(s) and credentials, as well as an assessment of individual strengths and weaknesses with respect to the position;
 - a. **We gather and compile this information during the initial interview process and make it available to our clients as needed**
- E. Refer the most qualified candidate(s) to the Authority for consideration, giving your reasons therefor;
 - a. **When submitting a candidate for consideration we will not only share with the client the technical compatibility for the position, but also the 'soft' skills that make the candidate the best option.**
- F. Upon selection of a candidate(s), conduct in-depth reference checks on each finalist and submit a comprehensive report documenting your findings;
 - a. **We conduct 3 references on all candidates as requested by a client. This information is shared with the client during the offer process**

Abacus Group, LLC
14 Penn Plaza
Suite 1600
New York, NY 10122
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- G. Assist the Authority in the negotiation of a final offer and terms of employment; and for each of the forgoing tasks:
- Provide written and verbal progress reports to the Project Manager, as required.
 - Reports shall identify individuals and document findings. Attend and 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.
- a. **Our Account representatives work hand-in-hand with our clients to provide all necessary support to ensure that the hiring process runs as smoothly as possible for all parties involved**

2011

Expert Professional Recruitment for the Port Authority of NY & NJ

RFP # 25381

Dated : August 30, 2011

Robert Drexler Associates, Inc.

Professional and Technical Search Consultants

P.O. Box 151, Saddle River, NJ 07438

Phone (201) 760-2300

Fax (201) 760-2601

Email: jdrexler@drexlerassociates.com

9/13/2011

The Port Authority of New York and New Jersey

One Madison Ave, 7th Floor

New York, NY, 10010

Attn: RFP Custodian Mary Lou K. Rivera



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THE PORT AUTHORITY OF NY & NJ

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015

Executive Summary

Robert Drexler Associates, Inc (RDA) thanks you, The Port Authority of New York and New Jersey for the opportunity to submit my qualifications to be bid on the Recruitment Services for Executive and Mid Level Staff as stated in your RFP # 25881. For the past 30+ years RDA has placed over 1,500 individuals, representing a multitude of diverse business streams from Executive to Project level positions in the Technical/Engineering Industries. We want our success to become your success. RDA is anxious to re-establish the mutually rewarding relationship we used to have with the Port Authority of NY & NJ (Michael Messiah, Evelyn Crespo and staff).

Scope of Work

The services of the Consultant shall generally consist of identifying a diverse pool of well qualified candidates for *senior executive* and *mid-level* positions within the Authority, as the need arises.

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

- A. Review position description and requirements and propose changes thereto as appropriate, for review and approval by the Director;
- B. Conduct preliminary screening of candidates, and interview as appropriate, to assess qualifications and interest in the position;
- C. Verify/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;
- D. Refer the most qualified candidate(s) to the Authority for consideration, giving your reasons therefore;
- E. Upon selection of a candidate(s), conduct in-depth reference checks on each finalist and submit a comprehensive report documenting your findings;
- F. Assist the Authority in the negotiation of a final offer and terms of employment; and for each of the forgoing tasks:

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The Process

RDA has been recruiting in the engineering, transportation and related industries since 1979. Our number one priority is to completely understand the complete job profile including the technical and managerial requirements along with corporate expectations as related to the position. Once that is attained we develop our plan for filling the position/s. Our recruitment process is an aggressive proactive approach. We never wait for candidates to call us from advertisements. We go to the target marketplace and actively identify and recruit individuals for specific positions.

As a result, of our 32year in business, we have developed an extensive database of technical professionals that is continuously updated yearly. This affords us the opportunity to immediately begin contacting individuals that could qualify for positions at the Port Authority. This experience also gives us the knowledge to quickly identify target companies where qualified candidates are located. We then identify those qualified individuals in these target companies. We professionally approach these now targeted candidates asking if they will consider an opportunity elsewhere if it offers professional growth. These candidates are generally not actively job hunting, however they usually make the best candidates. RDA now performs detailed telephone interviews to qualify individuals. When necessary, personal interviews are also conducted. Once a person has been qualified and RDA is satisfied that this individual meets the requirements of The Port Authority of NY & NJ a complete resume including salary, location and all pertinent information is submitted to The Port Authority for review.

As an augmentation to our aggressive proactive recruiting approach we also use the internet and other resources to enhance our search and broaden our range of candidates. We utilize many different resources such as social networks, technical papers, professional directories, etc. to name a few.

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ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority. Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporateinformation/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Robert Drexler Associates, Inc
(Company)



(Signature)

President

(Title)

9/18/11

(Date)

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ATTACHMENT C

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):

_____ Robert Drexler Associates, Inc _____

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

_____ P.O. Box 151 _____

_____ Saddle River, NJ 07458 _____

3. Business Telephone Number: _____ (210) 760-2300 _____

4. Business Fax Number: _____ (201) 760-2301 _____

5. Firm website:

_____ drexler@engineeringemployment.com _____

6. Federal Employer Identification Number (EIN): ^{Ex. 1} _____

7. Date (MM/DD/YYYY) Firm was Established: 11/20/1979

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

_____ None _____

9. Officer or Principal of Firm and Title:

_____ Robert C. Drexler (President) _____

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

_____ Robert C. Drexler (201) 760-2300 _____

_____ drexler@EngineeringEmployment.com _____

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? · No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

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ATTACHMENT D

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture	X	X
2 - Construction/Project Management	X	X
3 - Finance/Real Estate		
4 - Environment/Energy	X	X
5- Information Technology		
5 - Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)	X	X
6 - Security/Public Safety		
7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)	X	X
8 - Diversity (including Military/Veterans)	X	X

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ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Engineering / Architectural
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Shaw Engineering & Construct
Client Address (City & State): Toronto, Canada
Client Contact Name/Phone/Email Irving Scott (281)368-4221 Irving.scott@shawgrp.com
Title of Placement: Director of Project Controls
Date of Placement: Apr 2010

Placement #2

Client Business Name: Shaw Engineering & Construct
Client Address (City & State): Houston, Tx
Client Contact Name/Phone/Email Chris Barker (281)368-4268 chris.barker@shawgrp.com
Title of Placement: Sr. Project Director
Date of Placement: Sep 2010

Placement #3

Client Business Name: Shaw Engineering & Construct
Client Address (City & State): Houston, Tx
Client Contact Name/Phone/Email Paula King (281)368-4351 paula.king@shawgrp.com
Title of Placement: VP of Technology - Ethylene
Date of Placement: Jan 2011

Placement #4

Client Business Name: Koch Modular Process System
Client Address (City & State): Paramus, NJ
Client Contact Name/Phone/Email Lisa D'lugo (201)267-8969 lisa.dlugo@modular process.com
Title of Placement: Sr. Project Director
Date of Placement: Sep 2010

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ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Construction Management / Project

<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Koch Modular Process System
Client Address (City & State): Paramus, NJ
Client Contact Name/Phone/Email Lisa D'lugo (201)267-8969 lisa.dlugo@modular process.com
Title of Placement: Sr. Process Engineer
Date of Placement: Dec 2010

Placement #2

Client Business Name: Koch Modular Process System
Client Address (City & State): Paramus, NJ
Client Contact Name/Phone/Email Lisa D'lugo (201)267-8969 lisa.dlugo@modular process.com
Title of Placement: Project Engineer
Date of Placement: Jan 2011

Placement #3

Client Business Name: Koch Modular Process System
Client Address (City & State): Paramus, NJ
Client Contact Name/Phone/Email Lisa D'lugo (201)267-8969 lisa.dlugo@modular process.com
Title of Placement: Project Engineer
Date of Placement: Jan 2011

Placement #4

Client Business Name: Shaw Engineering & Construct
Client Address (City & State): Toronto, Canada
Client Contact Name/Phone/Email Irving Scott (281)368-4221 Irving.scott@shawgrp.com
Title of Placement: Construction Manager
Date of Placement: Oct 2009

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ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Procurement / Human Resources
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Shaw Engineering & Construct
Client Address (City & State): Houston, Tx
Client Contact Name/Phone/Email Chris Barker (281)368-4268 chris.barker@shawgrp.com
Title of Placement: Sr. VP of Procurement
Date of Placement: Apr 2010

Placement #2

Client Business Name: WilBros / HawkEye Division
Client Address (City & State): Long Island, NY
Client Contact Name/Phone/Email Jen O'Keefe (631)447-31000 jokeefe@hawkeyellc.com
Title of Placement: Director of Human Resources
Date of Placement: Aug 2011

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

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ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015

MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements 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 Business Name: Scientific Design _____
Client Address (City & State): Little Ferry, NJ _____
Client Contact Name/Phone/Email Eric Scheier (201)403-2210 escheier@scidesign.com
Title of Placement: Process Engineer _____
Date of Placement: Nov 2009 _____

Placement #2

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

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Port Authority Placements:

Robert Drexler Associates has been fortunate over the last 30+ years to establish a very good relationship with the Port Authority at the World Trade Center. Below is a Partial list of candidates that have been placed by our company. This list can be confirmed and verified by Evelyn Crespo at (212) 435-2824 or ecrespo@PANYNJ.gov

Jack Buchsbaum

James DiLouie

Stephen Cernak

Ted Bell

Jan Staminski

Raymond Palanca

Timothy Fey

Kirit Desai

M. Swinney

M. TagliaFerro

THE PORT AUTHORITY OF NY & NJ

EXHIBIT I

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT BETWEEN _____ AND THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of this 18 day of **September**, 2011, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and **Robert Drexler Associates, Inc** having an office and place of business at **P.O. Box 151, Saddle River, NJ 07458**.

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge (collectively, the "Project(s)", or "Proposed Project(s)"), and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "Parties") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the *unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities*; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and

THE PORT AUTHORITY OF NY & NJ

prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **"Authorized Disclosure"** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **"Confidential Information"** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the

3
Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information,

THE PORT AUTHORITY OF NY & NJ

that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

(ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(c) "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) "**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) "**Confidentiality Control Procedures**" means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) "**Limited Access Safety and Security Information**" means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

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(i) "**Port Authority Handbook**" means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

(j) "**Project Purposes**" means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) "**Related Party**" and "**Related Parties**" means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) "**Sensitive Security Information**" has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. Use of Confidential Information.

All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

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(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

THE PORT AUTHORITY OF NY & NJ

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

4. Retention Limitations; Return of Confidential Information. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. Duration and Survival of Confidentiality Obligations. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. Severability. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. Injunctive and Other Relief. Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger

THE PORT AUTHORITY OF NY & NJ

the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. Governing Law. 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. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. Notices. Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel. The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

If to the Port Authority: The Port Authority of New York and New Jersey
with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO
If to the Recipient: **Robert Drexler**

P.O. Box 151, Saddle River, NJ 07458

10. Entire Agreement. This Agreement contains the complete statement of all the

THE PORT AUTHORITY OF NY & NJ

agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: 
Print Name: Robert C. Drexler _____
Title: President _____
Date: 09/18/11 _____

THE PORT AUTHORITY OF NY & NJ

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Robert C. Drexler (name of authorized signatory), is the President Robert Drexler Associates, Inc. (name of entity), a _____ (type of entity and jurisdiction of formation)

(**"Related Party"**), located at P.O. Box 151, Saddle River, NJ 07458

(address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of

Expert Recruitment Services (describe scope of work of Related Party) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge for The Port Authority of New York and New Jersey (the **"Port Authority"**). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated **Sept 18, 2011**, between **Robert C. Drexler Associates, Inc.** (the **"Recipient"**) and the Port Authority (hereinafter the **"Agreement"**), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: Robert C. Drexler

Title: President

Date: 09/18/11

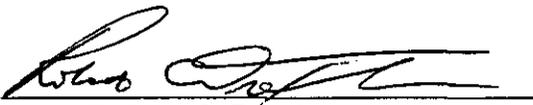
THE PORT AUTHORITY OF NY & NJ

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Robert D. Drexler (name of employee) ("**Related Party**"), am employed as a(n) President (job title) by **Robert Drexler Associates, Inc** (name of employer). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between **Robert C. Drexler** (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated **09/18/11**, (hereinafter the "**Agreement**"),

and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with _____ (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Robert C. Drexler

Title: President

Date: 09/18/11

THE PORT AUTHORITY OF NY & NJ

COMPENSATION

When RDA is performing Executive Search services, as approved in advance by the Authority, the Authority shall pay us on an exclusive, retainer basis not to exceed **28%** 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, RDA will 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, RDA 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" RDA will submit its final invoice, , in the amount equal to one-third of the fee, plus out-of-pocket expenses.

B. When RDA is performing Mid-level Search services, as approved in advance by the Authority, the Authority shall pay you at a rate not to exceed **23%** 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. RDA recognizes the following pertaining to out-of-pocket expenses:

Out-of-pocket expenses are the expenses necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder as approved in advance by the Director. Out-of-pocket expenses 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; travel and local transportation; and meals and lodging on overnight trips. The expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges; typing, utilization of computer systems, cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

Resumes

(Ex. 2.b.)

The Purpose and Power of Diversity

We strive for diversity in the overall framework of corporations, organizations, institutions, foundations and associations worldwide by assisting in the coordination of cultural change processes, focusing on the inclusion and full utilization of talent and skills of all employees. This collaboration with our clients, database candidates and network contacts helps guide the modification of organizational workplace systems in order to build a fully integrated environment for those we serve.

As an international retained diversity search leader in the Consumer Product Goods and Services Industry, we have an extensive database of exceptional diverse talent. We are also committed to the effective management of the non-profit and public sectors. Sensitive to their specific issues but driven by the same standards we employ for our profit sector clients.



**Diversity
Matters**

The Burgess Group

Making a Difference by Inclusion
PREMIER DIVERSITY RECRUITING

THE BURGESS GROUP
CORPORATE RECRUITERS INTERNATIONAL, INC.

NEW YORK CITY

10 Barclay Street, Suite 16C, New York, NY 10007
212.406.2400 Fax: 212.406.2402

WEB SITE

www.TheBurgessGroup.com

CONNECTICUT

5 Almargo Avenue, New Fairfield, CT 06812
Telephone & Fax: 203.746.6629

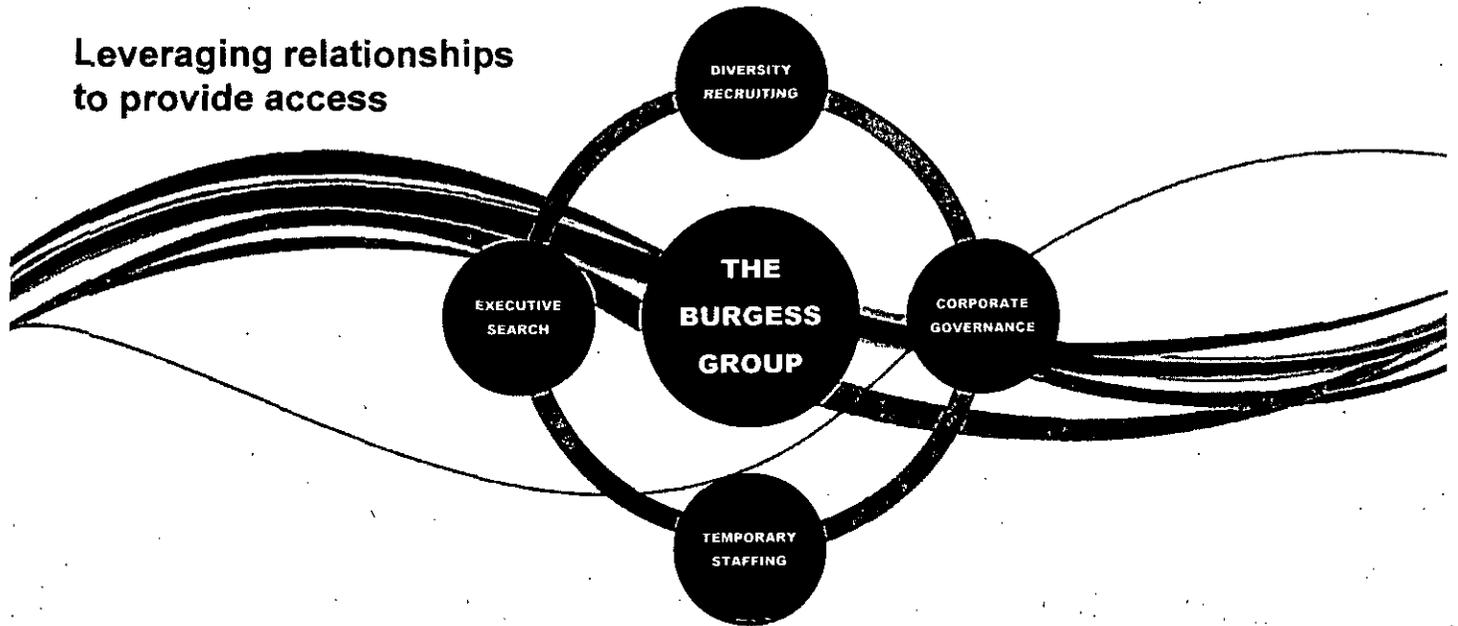
E-MAIL

resumes@theburgessgroup.com

OUR SOLUTIONS
effectively bridge
business relationships
and careers



Leveraging relationships to provide access



Executive Search

The Burgess Group is considered a full service leader in diversity consulting, recruiting, retention and training programs tailored for your company's needs from entry level to the boardroom. We have and continue to provide our premier services to major corporations in the consumer product goods and services industry as well as non-profit institutions, foundations and organizations domestically and internationally.

Corporate Governance

Our extensive executive experience at the highest levels of publicly held corporations provides to The Burgess Group unique insight into the dynamics of Board functioning, and has prepared us to provide an array of services to Boards as corporate governing bodies, Board Chairpersons, Board Committees, and to individual Board Members.

Diversity Recruiting

The Diversity Resources Planning Program (DRP)© assists human resources executives and line management with implementing corporate mission statements which further strategic diversity within their workforce.

Temporary Staffing

The Burgess Group is pleased to announce a new staffing service. Before the end of the year, we will offer our clients temporary, temp to permanent, contract and executive consulting staffing services.

Industry Specializations & Clients

Consumer Products, Services, Marketing & Sales	Construction, Engineering, Real Estate & Architecture	Financial Services, Information Technology & Operations	Non Profit, Administration, Education, Media & Arts
Altria	DEPARTMENT OF SANITATION NEW YORK CITY	WESTERN UNION	FORD FOUNDATION
WALSH	State of New York	Prudential	COLUMBIA UNIVERSITY
Denny's	SKANSKA	AMERICAN EXPRESS	
The Pillsbury Baker & Co.	SIEMENS	JPMorganChase	NYC
Steelcase	FMC FMC Corporation	MasterCard Worldwide	Queens Library

Recommendation

"I found the manner by which the search was conducted by Bill to be both professional and within our time and budget parameters. The Burgess Group provided us with a candidate slate that was representative, diverse, and met our specifications and expectations. The successful candidate for the position was required to have a strong managerial civil engineering background, capable of supervising several engineering divisions within the bureau. All of the proposed candidates that I selected and interviewed for the position presented, met and exceeded the job specifications we required."

Danny Walsh, P.E.
Chief Engineer

DEPARTMENT OF SANITATION
NEW YORK CITY



ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

The Burgess Group - Corporate Recruiters
(Company) International, Inc.

William J. Pongor III
(Signature)

President & CEO
(Title)

9/6/11
(Date)

ATTACHMENT C
COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):

The Burgess Group - Corporate Recruiters International, Inc.

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

10 Barclay Street, Suite 16C

New York, NY 10007

3. Business Telephone Number: 212-406-2400

4. Business Fax Number: 212-406-2402

5. Firm website: www.TheBurgessGroup.com

6. Federal Employer Identification Number (EIN): _____ Ex. 1 _____

7. Date (MM/DD/YYYY) Firm was Established: 2 / 6 / 1997

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

N/A

9. Officer or Principal of Firm and Title:

William H. Burgess, III President & CEO

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

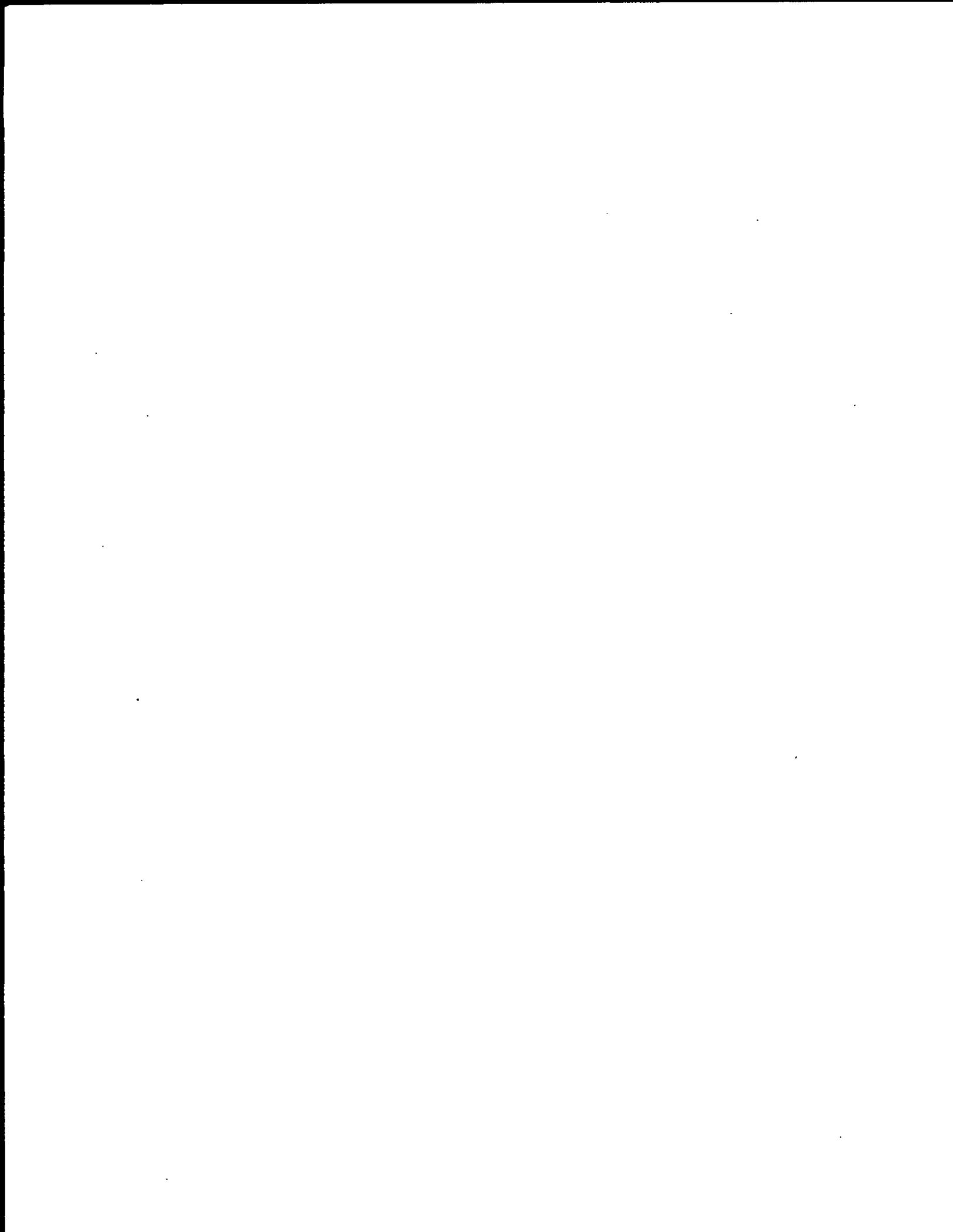
William H. Burgess, III 212-406-2400

BillBurgess@TheBurgessGroup.com

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.



New Jersey Unified Certification Program

NJTRANSIT
THE WAY TO GO.




THE PORT AUTHORITY OF NJ & NJ

Certified

DISADVANTAGED BUSINESS ENTERPRISE The Burgess Group, Inc.

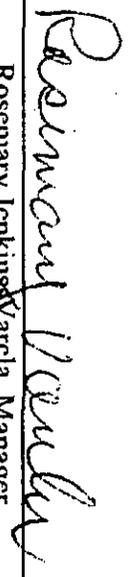
This certificate acknowledges that the above named firm is certified as a Disadvantaged Business Enterprise as defined in Title 49, Part 26 of the US Code of Federal Regulations. This certification will remain in effect for three years from the certification date and must be updated annually. The Port Authority of New York & New Jersey/Office of Business & Job Opportunity must be notified within 30 days of any changes in the business that may affect ownership and control.

Your firm will be listed in the NJ UCP directory under the following NAICS Code(s).

NAICS CODE	561312	561311	541612	561330	561320
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The Port Authority of New York & New Jersey/Office of Business & Job Opportunity certified your firm as a DBE on behalf of all NJ UCP partners.

Signed: 
Lash Green, Director

Signed: 
Rosemary Jenkins Varcla, Manager

CERTIFICATION DATE: June 24, 2010

EXPIRATION DATE: June 24, 2013

4

THE BURGESS GROUP

CORPORATE RECRUITERS INTERNATIONAL, INC.

MAIN OFFICE

10 Barclay Street Suite 16C
New York, NY 10007
T: 212.406.2400 F: 212.406.2402
www.TheBurgessGroup.com

AFFILIATE OFFICES

5 Almargo Avenue
New Fairfield, CT 06812
Tel & Fax: 203.746.6629
Resumes@TheBurgessGroup.com

626 Riverside Drive Suite 11M
New York, NY 10031
www.BurgessFineArts.com

London, England, U.K
+44.208.969.7939
Sales@BurgessFinearts.com
Birmingham, AL 35204

To Whom It May Concern:

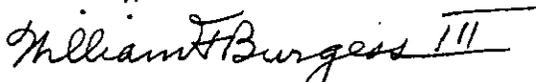
In 1994, **The Burgess Group - Corporate Recruiters International, Inc.** was established as a retainer based executive search and management consulting firm with offices in New York, Connecticut, Alabama and an affiliate office in the United Kingdom for our international searches. **The Burgess Group** has a proven record of successfully completed searches. Over the years, we have distinguished ourselves as a generalist mid to senior level traditional management executive recruiter practice. Nationally, **The Burgess Group** is considered a full service leader in diversity recruiting, training and retention consulting programs tailored for your company's needs from entry level to the boardroom. We have and continue to provide our premier services to major corporations in the consumer product goods and services industry as well as to non-profit institutions, foundations and organizations nationally and internationally. Upon request, we can provide to our prospective clients, our confidential, all-inclusive list of clients for your review.

The Burgess Group has distinguished itself from other executive search firms in the following ways:

- For all search assignments, we guarantee our clients the best qualified candidate slate which will be representative of the U.S. and global population.
- We offer **Diversity Resource Planning (DRP)®**. DRP was developed as an external succession planning methodology. DRP is a proactive approach to furthering strategic diversity within the middle to senior levels and Board of Directors of your corporation.
- For every search we will introduce benchmark candidates on or before the third week. In addition, we will follow-up with you and the successful candidate(s) for one year
- We will conduct targeted searches in the same time frame and costs as traditional searches.
- We will extend the economy of clustering any additional hires below our normal 33 1/3 fees.

We believe these are value added guarantees and if you agree, we would like to partner with you and your company in fulfilling all of your search requirements. We have distinguished ourselves in strategic sales; marketing development; financial services; construction project management, facilities, and purchasing; healthcare; legal; security and human resources; engineering and manufacturing operations; information technology and media, investor, advertising, public and external relations for consumer product goods and services companies, as well as, institutions and organizations. Let us work together to establish a mutually beneficial business partnership. Pass the baton to the search firm that specializes in the Best Qualified Diverse Executive Workforce for the 21st Century!

Sincerely,



William H. Burgess, III
President & CEO



The Burgess Group Client List

- Aetna Life Insurance and Financial Services
- Altria Corporation
- Allegiance Healthcare
- American Express
- Bank of New York
- Bayer Consumer Care
- Bell Atlantic
- BovisLendLease
- Canteen Food Services
- CB Richard Ellis Real Estate
- Cendant Mobility
- CEP Industrie, France
- Child Development Support Corporation
- City University of New York
- Collagenex
- Columbia University
- Denny's Restaurants
- EmpireBlue Cross-Blue Shield
- FannieMae
- Flagstar Companies
- FMC Corporation
- Ford Foundation
- Hardee's Food Systems
- HIP
- Home Box Office
- Hope Community
- Jackie Robinson Foundation
- Jewish Board Family & Children's Services
- JPMorganChase Bank
- Mastercard International
- McGraw-Hill
- NAACP Legal Defense and Educational Fund
- Nabisco
- Neocrin
- New York City Department of Sanitation
- New York City Health and Hospitals Corporation
- New York Life Insurance Company
- New York Savings Bank Life Insurance
- Northeast Utilities
- One Hundred Black Men's Foundation
- Pfizer Consumer Care
- Philadelphia Inquirer and Daily News Newspapers
- Philip Morris International
- Pitney Bowes
- Port Authority of New York & New Jersey
- Potomac Electric Power
- Proftech Office Solutions
- Prudential Insurance and Financial Services
- Schering-Plough HealthCare Products
- Schieffelin-Somerset
- Seagram Spirits and Wine Group
- Siemens
- Skanska USA Building
- Southern Education Foundation
- Sony Music and Entertainment
- Steelcase
- Sulzer Metco
- Visa, USA
- Western Union
- Williams Communications
- Whitehall-Robins Consumer Care
- Toys'R'Us

EXECUTIVE SEARCH PROCESS

1. Initial meeting with client organization to gather data both, qualitative and quantitative.
2. Development of position specifications to include experiential, academic, personal qualifications and characteristics.
3. Development of target company list including competitors and complimentary organizations.
4. Identification of potential candidates.
 - a. The Burgess Group computerized data base search
 - b. Target company and complimentary organization penetration
 - c. Published literature search
 - d. Sourcing/networking
 - e. Direct telephone contact and screening of identified individuals
5. Face-to-face, in-depth interviews and assessments.
6. Coordination of client and candidate meetings.
7. Consultative selection of final candidates.
8. Comprehensive reference and background investigation.
9. Work with client organization in structuring appropriate offer of employment and competitive package while coordinating and facilitating the negotiation process.
10. Post acceptance follow up for one year.

DIVERSITY RESOURCES PLANNING (DRP) ©

In response to the advent of a global marketplace and the impact of massive changes for Corporate America in the 1990's with excessive downsizing and rightsizing, early retirements and general uncertainty, The Burgess Group has developed a specialty executive search practice which addresses these issues in relation to mid and senior level diversity recruiting. The Diversity Resources Planning Program (DRP) © assists human resources executives and line management with implementing corporate mission statements which further strategic diversity within their workforce. In recent years, this critical segment has seen a disproportionate erosion of minority, female and physically challenged professionals within its ranks.

First and foremost, a well managed and successful corporate diversity program begins with the recognition and commitment to the need. The existence of barriers in the corporate environment in many instances thwarts corporate diversity. These preconceived issues (i.e. lack of priority and time, too few highly technical and specialized backgrounds, cost and bottom line objections) are addressed and resolved through the execution of The Burgess Group's DRP program.

Where there is an absence of specific job openings, a thorough consulting and research effort is conducted in concert with the client. Only by understanding the company and its corporate culture can we collectively identify and target specific areas within the company in need of diversity. This effort can be conducted either in advance or concurrent with human resources identifying positions where strategic, long-term diversity professional placements should and will be implemented.

Upon client authorization to initiate Diversity Resources Planning with a formal monthly retainer contract, The Burgess Group launches a nationwide examination of industry sources, networks and associations where highly credentialed individuals are identified. This original research is conducted confidentially and solely for the specific needs of each client. Once identified, The Burgess Group will prepare extensive dossiers on these qualified individuals, as well as providing monthly progress reports of on-going discussions and assessments activities. The number of potential candidates presented each month is established and outlined in the contract. The fee arrangement is based on not only this criterion, but includes an analysis of the complexity and overall assignment objectives. When agreed upon by the client and The Burgess Group, interviews are arranged for informational exchanges between the potential candidate and client company executives. The Burgess Group assists with determining the appropriate structure, timing and participants for these interviews.

As a result of these informational exchanges, all parties benefit. The Burgess Group has found that the participants can speak openly to a wide array of common issues and goals concerning employment opportunities. This is achieved without the customary pressures involved when an actual job position exists. If during the DRP program process positions become available and an individual becomes a candidate for a specific position, The Burgess Group assists the client and the candidate in developing a formal position analysis. This role continues through the offer and acceptance process. At the time of hire, a mutually agreed percentage of the billed retainer is applied against the standard executive search fee.

Diversity Resources Planning provides our clients with a proven methodology for strategic external succession planning through the creation of an exceptional talent pipeline. DRP is a proactive approach which enhances employee retention and company inclusiveness through a process of professional development with meaningful mentoring and relationship building.

As with our traditional executive search activity, the success of our work is based upon the positive contributions our placements bring to client organizations. The Diversity Resources Planning program is designed to accomplish this goal as a strategic partner to our clients who seek the competitive edge in these challenging times for our global marketplace.

Corporate Governance A SPECIALTY EXECUTIVE SEARCH PRACTICE

While Corporate Governance has never been easy, increasingly complex issues face the modern Corporation and place ever growing demands on the Corporation's Board of Directors. Today's Board must deal with a complex mix of changing technologies, regulatory mandates, changing accounting standards, tax issues, savvy competitors and increasingly litigious shareholders. Effectiveness and discretion are key elements of meeting the Board's fiduciary obligation to the Corporation's shareholders.

Our extensive executive experience at the highest levels of publicly held corporations provides to The Burgess Group unique insight into the dynamics of Board functioning, and has prepared us to provide an array of services to Board Chairpersons, Boards as corporate governing bodies, Board Committees, and to individual Board Members. Key to all of our Corporate Governance Executive Search Consulting Services is our capacity and reputation for providing services which are confidential, discrete, independent and thorough; and which conform to the ethical practice standards of the Association of Executive Search Consultants which we have pledged to uphold in the conduct of our business.

Board Assessment Services include analysis of the needs of our clients for specific expertise on their Boards; assessment of the relative skills and backgrounds of current Board Members; comparisons of the mix of skills against the needs and effectiveness of the Board; and independent, professional recommendations for Board restructuring as appropriate.

Board Recruiting and Diversity Services are an extension of our senior executive recruiting practice geared specifically to the needs of Corporate Governance. Our recruiting experience in the senior executive suite and in the Board Room of outstanding professionals of diverse backgrounds and gender makes us particularly well qualified for such tasks because of the extent of our global associations and networks.

Board Support Services include independent executive secretarial services; meeting coordination; independent travel and meeting support with centralized, discrete "third party" billing; and related support services. These services are of particular use to Board Committees which have a need for independence and discretion. Additionally, The Burgess Group offers Board Special Event Planning and Speech Writing Services.

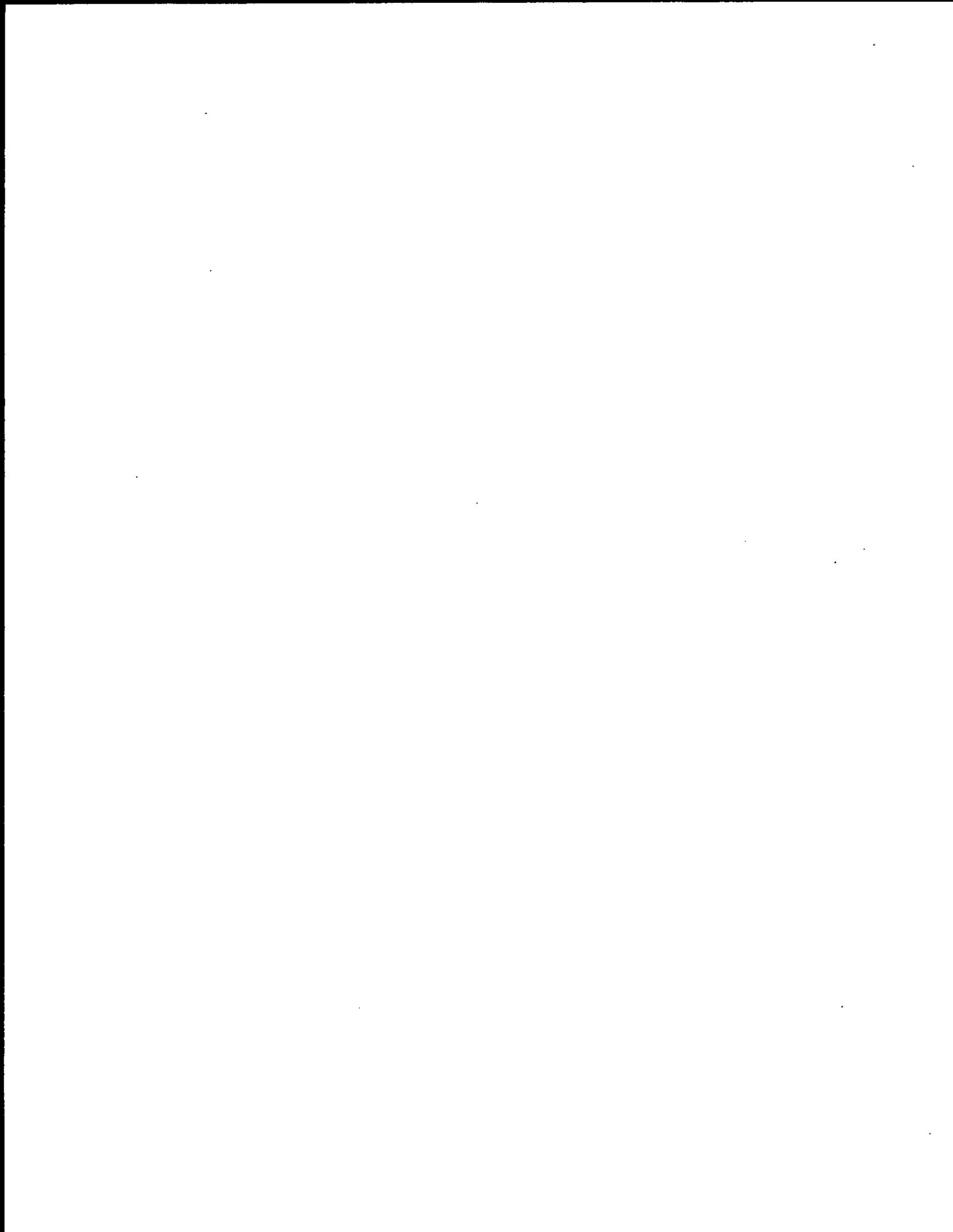
WILLIAM H. BURGESS, III

Prior to launching **The Burgess Group - Corporate Recruiters International** in New York, Connecticut and Alabama, William H. Burgess, III was Senior Vice President at Skott/Edwards Consultants and Executive Vice President/Partner with Wesley, Brown & Bartle, both retainer executive search firms in New York City. Bill performed middle to senior level executive search assignments ranging from Fortune 500 corporations, venture-backed emerging companies and major institutions to international organizations, associations and foundations.

Burgess was responsible for securing and conducting traditional executive search engagements, while overseeing the firm's diversity consulting practice, utilizing the Diversity Resources Planning (DRP)[®] program which he developed. As Managing Director of Diversity Resources at Skott/Edwards, Bill directed this specialty practice assisting companies in fulfilling their corporate management goals in diversity hiring, training and retention. Burgess assisted corporate clients with managing the diversity of today's multi-cultural workplace of highly specialized middle to senior level professionals. Bill directed the process of candidate identification, assessment and screening, bi-lateral information interviews, responsibility status updates and consultation through the offer and acceptance process. He worked on behalf of corporations in sales and marketing; consumer product goods and services; financial services and insurance; management information systems; manufacturing operations; advertising, public and investor relations; media; legal; human resources and training; corporate affairs; non-profit and general management - executing assignments throughout the full range of functional disciplines.

At Wesley, Brown & Bartle and later Wesley, Burgess and Bartle, Bill was responsible for executing middle to senior level traditional executive search assignments. He began his career in the non-profit sector and held executive positions at The Metropolitan Museum of Art, The Brooklyn Children's Museum, The New York City Board of Education while teaching at Rutgers University. Thereafter, he held senior manufacturing management sales and marketing positions with Xerox, Steelcase, American Seating and Gunlocke Companies. Burgess owned and operated an office furniture, space planning and design dealership with offices in New York City, Long Island and Westchester County. He was a Vice President of commercial brokerage services at CB Richard Ellis. He owns a fine art gallery specializing in 19th, 20th and 21st century international art.

Bill was born and educated in Birmingham, Alabama. After attending Phillips Exeter Academy, he received his Bachelor of Arts degree from Lake Forest College and has studied in Italy and Egypt. He continued his education at the graduate level at Dartmouth's Amos Tuck Business School, Xerox University and The American Management Association. He currently serves on the Metropolitan Museum's Audience Development Committee. He was former Chairman of the Board of Directors of The National Minority Business Council and The Children's Art Carnival, Vice President of 100 Black Men, Inc. and Burgess Nursing Home. Bill served on the Boards of The Bronx Museum of the Arts and The Feminist Press of The City University of New York. Burgess is a member of The National Minority Supplier Development Council, The NAACP, St. Paul United Methodist Church, Lake Forest College and Dartmouth's Tuck Alumni.



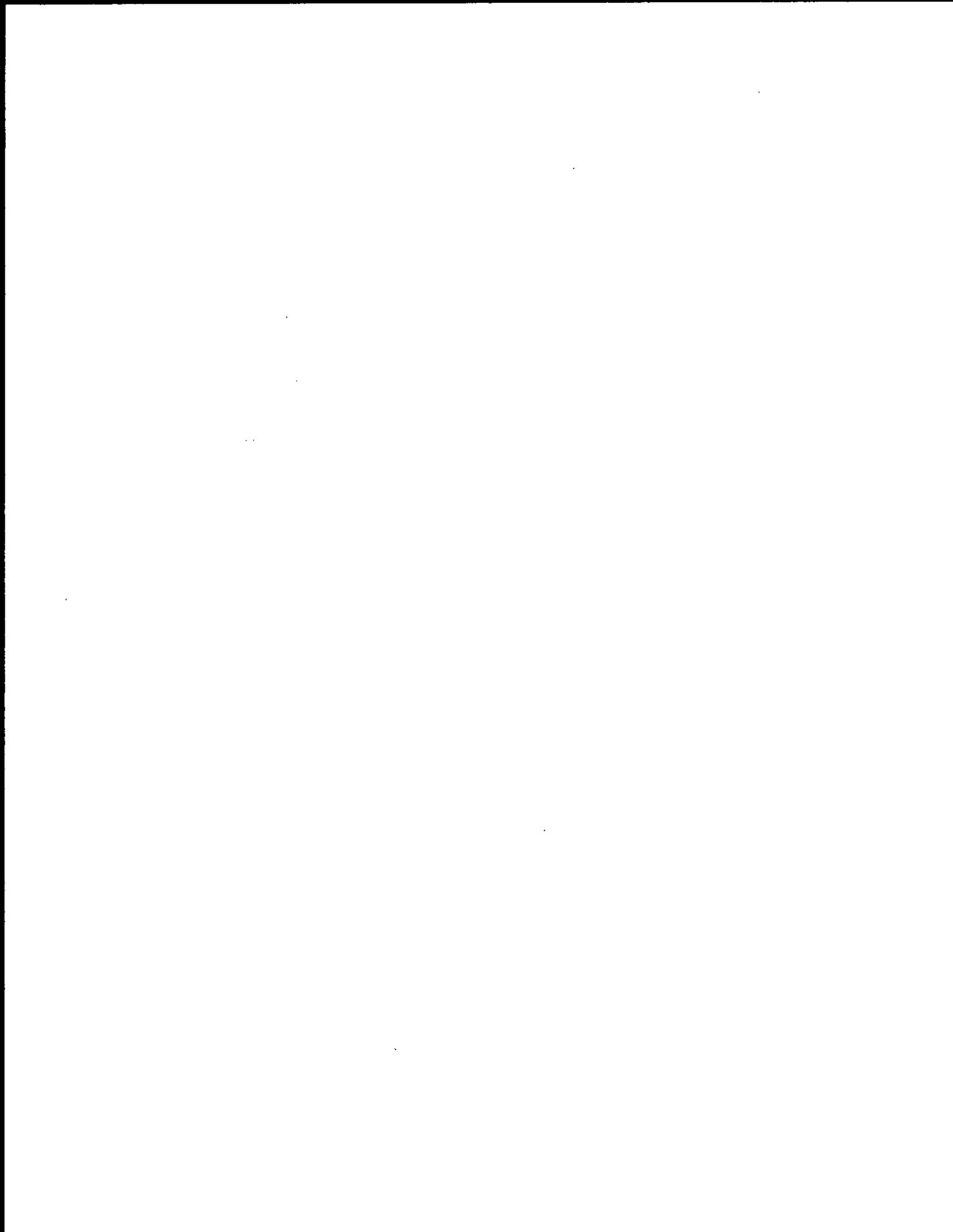
ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture	✓	
2 - Construction/Project Management		
3 - Finance/Real Estate	✓	
4 - Environment/Energy		
5- Information Technology		
5 - Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)	✓	
6 - Security/Public Safety		
7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)	✓	
8 - Diversity (including Military/Veterans)	✓	



ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: # 3- Finance/Real Estate <INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Dormitory Authority of New York State (DASNY)
Client Address (City & State): 175 Broadway, Albany, NY 12207
Client Contact Name/Phone #/Email Address: Paul T. Williams, Esq. 518-257-3180 ptwill@dasny.org
Title of Placement: Chief Financial Officer
Date of Placement: December 1, 2010

Placement #2

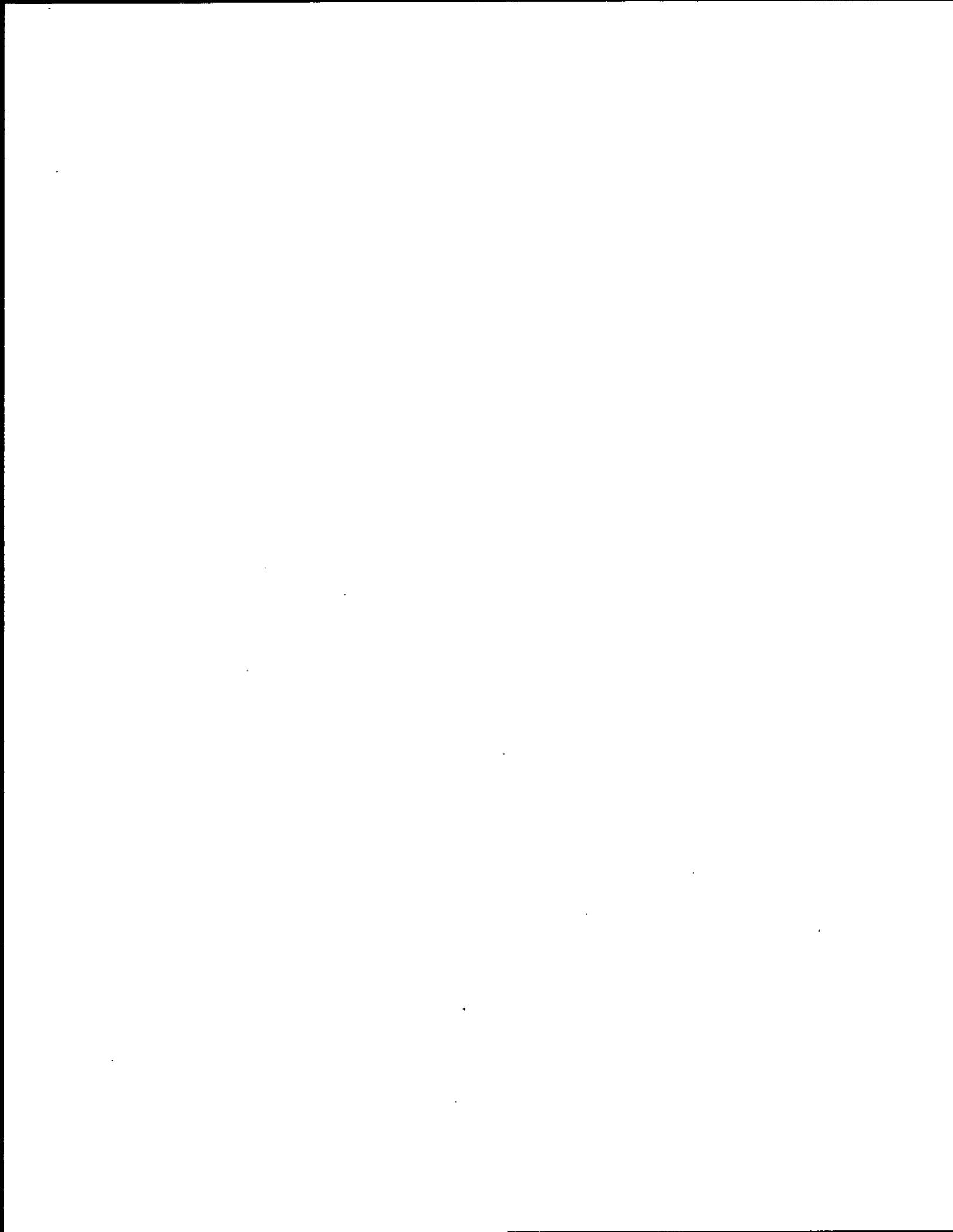
Client Business Name: Queens Public Library
Client Address (City & State): 89-11 Merrick Blvd. Jamaica, NY 11432
Client Contact Name/Phone #/Email Address: Pamela Bauman 718-990-0700 pamelabauman@queenslibrary.org
Title of Placement: Chief Financial Officer
Date of Placement: 12/2009

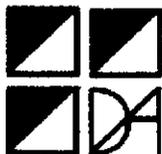
Placement #3

Client Business Name: Queens Public Library
Client Address (City & State): 89-11 Merrick Blvd. Jamaica, NY 11432
Client Contact Name/Phone #/Email Address: Pamela Bauman 718-990-0700 pamelabauman@queenslibrary.org
Title of Placement: Controller
Date of Placement: 12/2009

Placement #4

Client Business Name: NAACP-Legal Defense & Educational Fund
Client Address (City & State): 99 Hudson St, Ste. 1600, NY, NY 10013 212-300-212-7417
Client Contact Name/Phone #/Email Address: Theodore Shaw, Esq. tshaw@law.columbia.edu
Title of Placement: Vice President of Communications & Director of Fundraising & Development
Date of Placement: 2007





**Dormitory Authority
State of New York**

*Alfonso L. Carney, Jr., Chair
Paul T. Williams, Jr., President*

August 22, 2011

To whom it may concern:

Please be advised that the Dormitory Authority of the State of New York (DASNY) retained the Burgess Group after a procurement process to serve as one of several professional recruiters for the Authority on an 'as needed' basis.

In particular, the Burgess Group assisted DASNY in the search for a new Chief Financial Officer. To assure that our organization was matched with the best candidates, the Burgess Group quickly became acclimated with DASNY's unique role in construction, municipal finance and New York State government and helped to orchestrate a wide ranging outreach effort. As a result, we received expressions of interest from candidates from the public and private sectors, and from several different jurisdictions. The Burgess Group did an effective job at pre-screening the applicants so that more in depth reviews could be made of the more highly qualified candidates.

We were very satisfied with the process deployed by the Burges Group as well as with the outcome of the search which wielded a top-notch CFO with extensive private sector experience and seniority.

We would utilize the services of the Burgess Group again without hesitation. Please feel free to contact my office at pwilliams@dasny.org or (518) 257- 3180 should you have any questions regarding the above.

Regards,

Paul T. Williams, Jr.
President

CORPORATE HEADQUARTERS
515 Broadway
Albany, New York 12207-2984

Tel: 518-257-3000
Fax: 518-257-3100

NEW YORK OFFICE
One Penn Plaza, 52nd Floor
New York, New York 10119-0098

Tel: 212-273-5000
Fax: 212-273-5121

BUFFALO OFFICE
539 Franklin Street
Buffalo, New York 14202-1109

Tel: 716-884-9780
Fax: 716-884-9787

WEB
www.dasny.org



Queens Library

Enrich your life

October 22, 2008

To Whom It May Concern:

This is to advise that Queens Library is a client of The Burgess Group – Corporate Recruiters International, Inc.

Mr. William H. Burgess, III, President, is an exceptional leader who partners with Queens Library to understand our business and staffing needs to fill a role. Mr. Burgess and his associates invest time and effort to ensure they understand the organization and position requirements from the relevant stakeholders in order to refer highly qualified candidates, optimizing the time of the Queens Library staff.

Mr. Burgess and his associates not only wisely invest their time upfront to research a position, he and his associates provide a high degree of personal service and effort to follow up immediately for and with candidate feedback. The Burgess Group approaches a search as a partnership with a client, not just as a vendor filling a job order.

The Burgess Group participated in two recent searches for Queens Library in the past seven months. Our new Controller was a candidate of Mr. Burgess and his associates and Mr. Burgess participated in our CFO search. We were pleased with the caliber of candidates Mr. Burgess and his team provided for both searches. Each candidate was capable of bringing value to our roles.

Mr. Burgess' background and experiences ideally suit him to identify and present unique, highly qualified talent for senior leadership positions, particularly in Finance. Should you have any questions, do not hesitate to contact me (718-990-8664).

Sincerely,

Pamela Bauman

Pamela Bauman
Assistant Director Talent Management
Human Resources Department

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 1- Engineering/Architecture
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: New York City Department of Sanitation
Client Address (City & State): 44 Beaver St. - 12 Floor, NY, NY 10004
Client Contact Name/Phone #/Email Address: Danny Walsh, P.E. (917-237-5506)
dwalsh@dcny.nyc.gov.
Title of Placement: Deputy Director of Engineering
Date of Placement: January, 2009

Placement #2

Client Business Name: Columbia University
Client Address (City & State): 410 W. 118th St., Rm 84230 East Campus, NY, NY 10027
Facilities Dept.
Client Contact Name/Phone #/Email Address: Annette Lopez 212-854-7099 or 6938
al42@columbia.edu
Title of Placement: Director of Physical Plant & Engineering
Date of Placement: 1st quarter, 2011

Placement #3

Client Business Name: Columbia University
Client Address (City & State): 410 W. 118th St., NY, NY 10027, Facilities Dept.
Client Contact Name/Phone #/Email Address: Annette Lopez 212-854-7099 al42@columbia.edu
christina.hart@gsb.columbia.edu
Title of Placement: Chief Administrative Officer, Columbia University Medical School, Harlem Hospital, The NYC Health & Hospitals Corporation
Date of Placement: 2009

Placement #4

Client Business Name: Columbia University
Client Address (City & State): 410 W. 118th St., NY, NY 10027, Facilities Dept.
Client Contact Name/Phone #/Email Address: Annette Lopez 212-854-7099 al42@columbia.edu
Title of Placement: Chief Architect (Marcello Velez); Project Management
Date of Placement: 2008



sanitation

DANNY WALSH, P.E.
Chief Engineer

Support Operations/
Bureau of Engineering
44 Beaver Street-12th Floor
New York, NY 10004
Telephone: (917) 237-5506
Fax: (212) 785-3952

November 25, 2008

TO WHOM IT MAY CONCERN:

I am the Chief Engineer for the Department of Sanitation. The Burgess Group was the successful bidder for the 2007/08 search assignment to recruit a Deputy Chief Engineer for my Bureau. The President, William H. (Bill) Burgess, III met with me and Deputy Commissioner of Sanitation, Lorenzo Cipollina to detail the position specifications and to go over our requirements to fill this important position. I found the manner by which the search was conducted by Bill to be both professional and within our time and budget parameters. The Burgess Group provided us with a candidate slate that was representative, diverse, and met our specifications and expectations.

The successful candidate for the position was required to have a strong managerial civil engineering background, capable of supervising several engineering divisions within the bureau. All of the proposed candidates that I selected and interviewed for the position met and exceeded the job specifications we required. Furthermore, we found partnering with The Burgess Group extremely beneficial because of their understanding of our needs and the challenges involved in fulfilling this second in command role in my bureau. The person who was finally selected has proven over the past year to be a valuable asset to our senior management staff.

I would not hesitate to use the Burgess Group for future executive recruitment and would recommend to other government agencies using the Burgess Group for mid to senior level recruitment.

Should you require any additional information concerning The Burgess Group, please do not hesitate to contact me.

Yours truly,

D. Walsh

Danny Walsh, P.E.
Chief Engineer

www.nyc.gov/sanitation

KEEP NYC CLEAN  REDUCE, REUSE, RECYCLE  DON'T LITTER

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ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: #8 - Diversity & #7 - Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Jewish Board of Family & Children's Services
Client Address (City & State): 135 W. 50th St, 6th Floor, NY, NY 10020
Client Contact Name/Phone #/Email Address: Paul Levine, EVP & CEO 212-682-4614
Title of Placement: Divisional Director of Family Prevention & Domestic Violence
Date of Placement: June, 2011

Placement #2

Client Business Name: Ford Foundation
Client Address (City & State): 320 E. 43rd St, NY, NY 10017
Client Contact Name/Phone #/Email Address: Theresa Smith tsmith@fordfoundation.org
Title of Placement: Director of Freedom of Expression Unit
Date of Placement: July, 2011

Placement #3

Client Business Name: Ford Foundation
Client Address (City & State): 320 E. 43rd St, NY, NY 10017
Client Contact Name/Phone #/Email Address: Orlando Bagwell o.bagwell@fordfoundation.org
Title of Placement: Program Officer - Public Service Media
Date of Placement: 2009

Placement #4

Client Business Name: Columbia University
Client Address (City & State): 410 W. 118th St, NY, NY 10027, Facilities Dept.
Client Contact Name/Phone #/Email Address: Joseph Santolucito 212-854-3291 or Annette Lopez 212-854-7099
Title of Placement: Director of Human Resources, Facilities & Construction Depts.
Date of Placement: 2008



135 West 50th Street - 6th Floor - New York, NY 10020
(212) 582-9100 - www.jbfc.org

Anthony E. Mann President
Paul Levine Executive Vice President & CEO

August 23, 2011

To Whom It May Concern,

I am writing this letter of recommendation for William Burgess of The Burgess Group.

JBFCs, a 100 year old social services agency with 65 locations and 175 programs throughout the five boroughs and Westchester, recently had the opportunity to work with Bill Burgess on a search for a Director of Preventative and Domestic Violence programs. This was a difficult position to fill as it required a candidate with a unique background and skill set. Furthermore, it was a newly created position within our organization and we weren't quite sure of how to place it within the market. In addition it was important to us that we were presented with qualified candidates of color since most of the people we serve in these programs are people of color.

Mr. Burgess and his staff were very at ease with the difficult task we gave them. He helped us hone the job description and we discussed where best to try and look for people with the requisite skills. Mr. Burgess presented many qualified candidates for our consideration. We ultimately hired someone who we expect will thrive in the position and in our organization.

Mr. Burgess spent a good deal of time listening to our needs. He was responsive to our requests and he operated in a highly professional and confidential manner. Those traits, we believe, were key to our successful search.

I am happy to recommend Mr. Burgess as he provides a high degree of competence as well as a great interest in partnering and taking pride in the success of your search. Please contact me at the above address should you have any questions.

Sincerely,

Paul Levine
Executive Vice President and CEO

175 social service programs.
1 mission.
To get help to those who need it.

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THE FORD FOUNDATION
320 EAST 43RD STREET
NEW YORK, NEW YORK 10017

KNOWLEDGE, CREATIVITY AND FREEDOM PROGRAM
MEDIA, ARTS AND CULTURE

October 23, 2008

TO WHOM IT MAY CONCERN:

I am writing this Letter of Recommendation for The Burgess Group – Corporate Recruiters International, Inc., a 14 year old retained executive search and diversity recruiting firm located in New York City and Connecticut, I have known and worked with during the last two years. Before and after the retirement of my predecessor in 2007, The Burgess Group conducted two (3) three mid-level searches for the Media Arts and Culture Unit (MAC) of the Ford Foundation of which I am now the Director. In 1994, the practice was first engaged by the Foundation to source, identify, evaluate and present candidates for a Program Officer. The candidate The Burgess Group presented rose through the ranks and was so successful here at Ford that when he retired, the Director of MAC, took his suggestion to rehire The Burgess Group to recruit his successor. The Burgess Group's President, William H. (Bill) Burgess, III conducted our searches. His familiarity with the Foundation and its operations and Bill's quick comprehension of the reorganized Unit's requirements and new set priorities, made him the right selection in getting the best qualified candidates to our Search Committees for consideration. Bill and his staff fully understood and appreciated our needs and the successful candidates he placed are still with Ford and providing the expertise we definitely needed to expand MAC's programs.

It is without hesitation that I make this recommendation of The Burgess Group to assist you in achieving your recruitment objectives and diversity goals. Diversity was displayed in the candidates presented as well as the quantity of good candidates he presented to me and the Foundation's international Search Committees for both the Program Officer- News Media, Public Affairs & Journalism and the Program Officer – Media & Cultural Policy searches he completed for us. There's a possibility we will again require the excellent executive search services of The Burgess Group in the very near future.

Yours truly,


Orlando Bagwell
Director

d i v e r s i t y
o p p o r t u n i t y



"Meeting the needs of the customer and having a successful company-vendor relationship are essential to a mutually rewarding business," says Bill Burgess, President, The Burgess Group.

Breaking through management glass ceilings and ensuring that Corporate America is more inclusive of domestic and global talent in its recruiting process were goals William H. Burgess III had in mind when he started his consulting practice in 1990. **The Burgess Group Corporate Recruiters International, Inc.** is an African-American owned firm that provides executive searches, diversity recruiting, organizational training and management development. In its commitment to diversity its workforce, Philip Morris Management Corp. drew on the resources of the The Burgess Group, helping establish the 12-year old firm as a proven leader in identifying "the best and the brightest" human resources for Fortune 500 corporations and non-profit sector institutions.

Philip Morris Companies Inc., the world's largest consumer packaged goods company, encourages diversity in every phase of our business. Since 1981, our supplier diversity program has sparked opportunities for thousands of minority-owned and women-owned firms each year. We urge other companies to join us in opening doors for diversity vendors. It's *definitely* a winning strategy.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 5-Transportation <INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Port Authority of New York & New Jersey
Client Address (City & State): 225 Park Ave So., 10th Fl, 1 Madison Ave, NY, NY 10006
Client Contact Name/Phone #/Email Address: Cedrick Fulton, Dir. TB3T212-425-6800
Title of Placement: Deputy Director of Tunnels, Bridges & Terminals
Date of Placement: June, 2011

Placement #2

Client Business Name:
Client Address (City & State):
Client Contact Name/Phone #/Email Address:
Title of Placement:
Date of Placement:

Placement #3

Client Business Name:
Client Address (City & State):
Client Contact Name/Phone #/Email Address:
Title of Placement:
Date of Placement:

Placement #4

Client Business Name:
Client Address (City & State):
Client Contact Name/Phone #/Email Address:
Title of Placement:
Date of Placement:





Executive Search Diversity Recruiting Training & Management Development

MAIN OFFICE	AFFILIATE OFFICES		
10 Barclay Street, Suite 16C New York, NY 10007 T: 212.406.2400 F: 212.406.2402 www.TheBurgessGroup.com	5 Almarco Avenue New Fairfield, CT 06812 Tel & Fax: 203.746.6629	526 Riverside Drive, Suite 11M New York, NY 10031 Birmingham, AL 35204	London, England, U.K +44.208.969.7939 BillBurgess@TheBurgessGroup.com

September 20, 2011



Ms. Mary Lou Rivera
 Principal Contract Specialist
 Professional, Technical & Advisory Services Division
 Procurement Department
 Port Authority of New York & New Jersey
 1 Madison Avenue, 7th Floor
 New York, NY 10010
 T: 212.435.7000

RE: The Burgess Group – Corporate Recruiters International, Inc. - The Premier Mid to Senior Level Recruiting & Diversity Firm’s Response to the Port Authority of New York & New Jersey’s August 30, 2011 RFP # 25881: Performance Recruitment Services for Executive & Mid-Level Staff as required on a “Call-In” basis during 2011-2015.

Dear Ms. Rivera:

The Burgess Group has been certified as a SBE, MBE and DBE vendor for executive search and diversity recruitment services with the Port Authority of New York & New Jersey since June 24, 2010 (See PA Certifications attached). Since 1997 we have been certified with New York City and State, New Jersey, Connecticut and nationally with the National Minority Supplier Development Council and the National Minority Business Council. The Burgess Group currently holds Contracts #: 146849 with the New York State Dormitory Authority and Contract # 4600002092 with the New York Power Authority for the recruitment of mid to senior level executives in all of the eight (8) functional specialty categories requested in your RFP “Attachment D”. We have been registered and listed in The Kennedy Directory of Executive Recruiters since 1994 and adhere to the ethical standards and guidelines of the American Association of Executive Search Consultants, Inc. Attached for your review and consideration is our Corporate Brochure which includes our search philosophy, proprietary distinction programs, and outlines the executive search process that will be followed in our recruitment efforts if selected by the Port Authority as the successful bidder to perform on a call-in basis during 2011-2015 such requested search services. Our Client List, my Bio, recent Letters of Reference and Recommendation, National Minority Business Council Press Release and our website address: www.TheBurgessGroup.com are included.

The Burgess Group’s Background, Completed Search History & Approach:

As our Client List and other proprietary search products enclosed in our Corporate Brochure demonstrate, The Burgess Group has distinguished itself over the past 17 years as a generalist,



Page 2

retained executive search and diversity recruiting practice successfully placing mid to senior level minority, women and majority executives in major Fortune 500 companies in the consumer product goods and services industry; as well as in national governmental agencies and international institutional organizations and associations. In the **Finance Specialty Category/Real Estate # 3 of your RFP**, The Burgess Group has successfully recruited Chief Financial Officers for the New York State Dormitory Authority (DASNY), Queens Public Library, the largest branch of the New York City five borough system and the international industrial corporation, Siemens' \$4 billion Asset US Real Estate Division, which comprises both factories and corporate buildings throughout the US. We also successfully placed a Controller for Queens Public Library (See Letters of Reference and Recommendation enclosed). The Burgess Group just completed the international search for a Deputy Director of Tunnels, Bridges and Terminals for the Port Authority of New York and New Jersey in which we provide a representative slate of superior candidates to Mr. Cedrick Fulton, Director of Tunnels Bridges & Terminals (212.435.4800), Mr. Ernesto Butcher, Chief Operating Officer (212.435.7887), Ms. Mary Lou Hannell and her human resources staff headed by Ms. Evelyn Crespo and Ms. Eileen Dalton and for final selection approval by Mr. Christopher Ward, Chief Executive Officer. Likewise, for the Deputy Chief Engineer for the New York City Department of Sanitation, we presented our client an international list of exceptional diversified candidates for their search that had an engineering responsibility for 18 city sanitation divisions. We have been retained by Skanska USA Building to identify senior level professionals nationally in construction, engineering, real estate development, project management, architecture, procurement, facilities, corporate services and administrative management compliance.

For the Corporate Services Category, # 7 of your RFP "Attachment D", in early 2011, The Burgess Group worked on Columbia University's search for a Vice President of Physical Plant Engineering. We have worked on various architectural, engineering, construction project management, environmental compliance, human resources and employee relations mid to senior level searches for Columbia since 2001. We recently placed the Chief Administrative Officer for Columbia University Medical School, New York City Health & Hospitals Corporation and Harlem Hospital. We have conducted searches for corporate board members, executive operations, finance, financial services, accounting, audit, risk and quality assurance management and compliance, engineering, construction, environmental, marketing, sales, security and human resources, legal and compensation and benefits for other major governmental agencies, corporations, foundations and universities in our 17 years of existence as evidenced by our Client List. The Burgess Group has recruited mid to senior level risk managers, insurance and compliance officers for Prudential Insurance and Investment Services, Columbia University's new Manhattanville 14 acre Development Expansion Project and Hope Community's affordable housing real estate development expansion in East Harlem, New York.

In the Diversity Specialty Category, # 8 of your RFP "Attachment D", we successfully placed the CFO in one of the largest New York State funded foster care service agencies, Child Development Support Services, Inc. In the Spring of 2011, we conducted the Divisional Director of Family Prevention & Domestic Violence search for the Jewish Board of Family and Children's Services, one of the largest social service agencies in the United States. (See Letter of Reference and Recommendation attached). We are nationally known for identifying exceptional and diverse management administration talent for both profit and not for profits sector corporations, government agencies and organizations (80/20%). Over the years our search work in philanthropy communications and fundraising development, labor relations, legal, security, for the Ford Foundation (see Letter of Reference and Recommendation enclosed), NAACP- Legal Defense and Education Fund, Southern Education Fund has lead us to assisting Denny's

Page 3

Restaurant's and their corporate owners, Flagstar Corporation and KKR Investments with a major recruiting assignment efforts from the Corporate Board levels to mid to senior level executives; as well as for their sister companies, Hardee's Restaurants, El Polo Loco and Canteen Food Services throughout the United States.

We have extensive networks and associations representative of all US populations. We guarantee the PA and all our clients an inclusive candidate slate on every search. The best and the brightest diverse and majority talent are built-in to our database and processes. We will partner again in concert with the PA's senior Human Resources management and be sure like before that our candidates not only fulfill the position specifications, but bring value added specialized capabilities and experienced backgrounds in order to hit the ground running and become long term contributors to the Port Authority of New York and Jersey in achieving its current and future administrative, financial, investment and operational twin state wide objectives, goals and expectations. We are very familiar for PA and other state and federal government agency operations, guidelines and procedures in their recruitment practices. We will conduct high level relevant corporate and internet research, target, formulate and discretely personally contact the leadership of all recognized, related and tangent consumer, public and private, government and utilities, industrial and operations, energy sources and resources, transportation and shipping and aviation and security industry specific associations and networks for all of these "call in "search assignments.. And, The Burgess Group will confidentially brief, notify, and gain clearance with Senior Human Resources and as appropriate, its Search Committees, line managers, and the Board of Directors, to confirm Search Plan's for each and every search including our sourcing targets, postings and EEO compliance measures. All of our records, ads, listings, postings, candidate interview spreadsheets and etc. will be available to the PA, as per Contract.

As President of The Burgess Group, I will conduct all Port Authority of New York and New Jersey search assignments on the "call in "" basis of this Contract period and be your principal contact with the assistance of my Research Associate, Ravi Lucas. For your information, I was a Vice President, licensed commercial real estate broker for CB Richard Ellis downtown New York City and former Chairman of the Board of the National Minority Business Council, Vice President of 100 Black Men of New York, owned an office furniture, space planning and design dealership in Long Island, White Plains and New York City, (which sold furniture to New York Power Authority), taught at Rutgers University, curated at the Metropolitan Museum of Art and served on the Rockefeller Brothers' Foundation Museum Education and Administration. Moreover, I was responsible for conducting mid to senior level traditional and diversity finance, risk management, accounting and audit searches for two majority owned search firms, prior to starting my search practice, as my Bio indicates.

Fees and Reimbursable Expenses:

For the purposes of this bid, **The Burgess Group** will again extend to the **Port Authority of New York & New Jersey (PA)** a **29% search fee**, based on the total guaranteed annual compensation for each search assignment selected finalist candidate; plus Miscellaneous Reimbursable Administrative, out-of-pocket expenses (ex. messenger and express mail services, etc.). One-third (1/3) of total estimated fee/search is payable at the beginning of each search; another 1/3 at the end of thirty (30) days &/or the presentation of benchmark candidates, and the balance within thirty (30) days or when candidate is hired. Miscellaneous Reimbursable Administrative expenses will be billed to the Port Authority for only the

expected three (3) months, 90 days of the retainer period of each search, or as long as is needed to complete the search. **The Burgess Group will guarantee each placements for one (1) year**; which means, if the PA finds cause to terminate any of our placements within one (1) year, we will replace them, at no cost to PA; except for elated reimbursable expenses (ex. portioned internet, association posting fees, etc.), in this case, not to exceed \$350.00/month, until a suitable replacement is accepted by the PA.

All travel and related expenses incurred by The Burgess Group for and during each search will require prior authorization by the PA and be billed at cost to the Authority. All authorized candidate travel by the PA can be arranged by The Burgess Group and billed at cost to the Authority and included in our monthly invoices.

Since we are familiar with the Port Authority's payment vendor system and payment history, as a small business our invoices are due on a net-15 day basis, and if payment is not received within thirty (30) days of the date of invoice, a late charge of 1.5% per month may be assessed on delinquent bills.

I am looking forward to working with you again on these important mid to senior level positions for the Port Authority of New York & New Jersey during 2011-2015, if we are the successful bidder and we will provide all insurance coverage as was required by our previous PA Contract and will adhere to each and all of the terms and conditions set forth in this current RFP. If you have any other requirements not included in this document, let us know and we will provide it.

Thanks again for your consideration & best regards,



William H. Burgess, III
President
The Burgess Group - Corporate Recruiters International, Inc.
T: 212.406.2400 F: 212.406.2402
Email: BillBurgess@TheBurgessGroup.com
Website: www.TheBurgessGroup.com



THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia
Chairman

Christopher O. Ward
Executive Director

Verified

Office of Business & Job Opportunity
by

The Burgess Group, Inc.

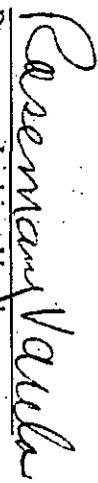
Certificate PA-28672

This certificate acknowledges that the above named firm is certified as a **Small Business Enterprise (Commodity Program)**. This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business that affects ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.



Lash Green
Director
Certified: June 24, 2010



Rosemary Jenkins-Varela
Manager, Certification
Scheduled Re-evaluation: June 23, 2015

Anthony R. Coscia
Chairman

Christopher O. Ward
Executive Director



THE PORT AUTHORITY OF NY & NJ

Certified

by

Office of Business & Job Opportunity

The Burgess Group, Inc.
Certificate PA-28672

This certificate acknowledges that the above named firm is certified as a **Minority Business Enterprise**. This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business that affects ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.

Lash Green
Director

Certified: June 24, 2010

Rosemary Jenkins-Yarela
Manager, Certification
Scheduled Re-evaluation: June 23, 2015



UNITED STATES DEPARTMENT OF COMMERCE
Minority Business Development Agency
New York Regional Office
26 Federal Plaza, Room 3720
New York, NY 10278

July 11, 2002

Mr. William H. Burgess, III
President & Chief Executive Officer
The Burgess Group –
Corporate Recruiters International, Inc.
1601 – 3rd Avenue, Suite 18D
New York, New York 10128

Dear Mr. Burgess:

On behalf of the United States Department of Commerce, Minority Business Development Agency, thank you for participating in our May 22 Procurement Conference "Doing Business With Corporate America and Government Agencies."

Your participation helped to make the Conference the overwhelming success it was. It is so important that entrepreneurs be kept well informed. At MBDA, we endeavor to bring the minority business community information and resources that will facilitate minority enterprise development and wealth creation.

Thank you again for participating, and we look forward to a continued working relationship with you.

Sincerely,


Heyward B. Davenport
Northeastern Regional Director

CTPartners

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Committed to Performance, Quality & Results™

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REQUEST FOR PROPOSAL TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY RFP NUMBER 25881

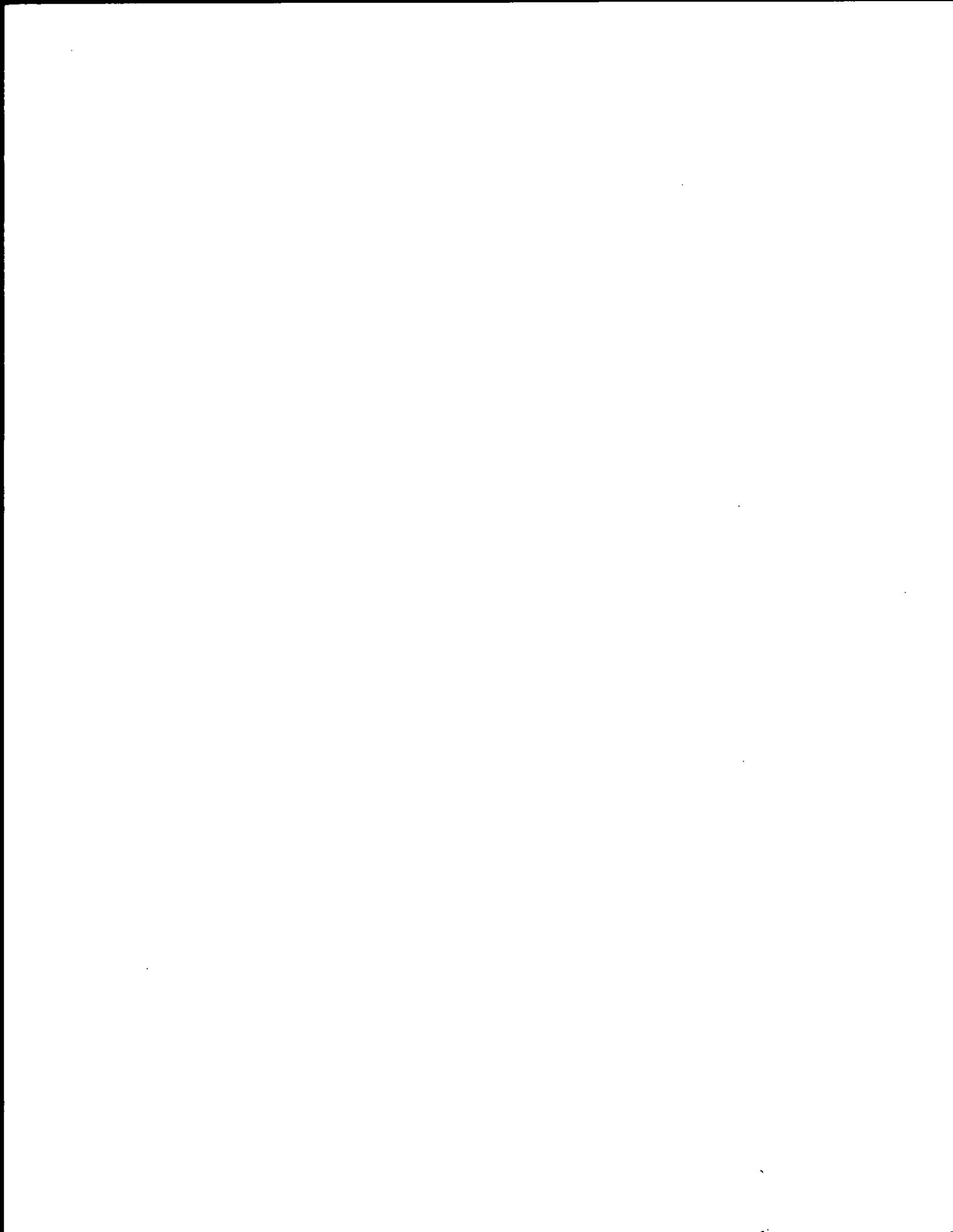
**RFP TITLE: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT
RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS
REQUESTED ON A "CALL-IN" BASIS DURING 2011 – 2015**

PRESENTED BY:

MARTIN MENDELSON
PARTNER
CTPARTNERS EXECUTIVE SEARCH INCORPORATED

ADAM PRAGER
MANAGING PARTNER
CTPARTNERS EXECUTIVE SEARCH INCORPORATED

SEPTEMBER 15, 2011



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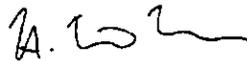
ATTACHMENT B

ATTACHMENT B
REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
“CALL-IN” BASIS DURING 2011-2015 (RFP #25881)
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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority’s Freedom of Information Policy and Procedure adopted by the Port Authority’s Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporateinformation/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

CTPartners Executive Search Incorporated
(Company)



(Signature)

Partner

(Title)

September 15, 2011

(Date)

CTPartners

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ATTACHMENT C

**ATTACHMENT C
COMPANY PROFILE
REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)**

1. Company Name: CTPartners Executive Search Incorporated
2. Business Address:
CTPartners
1166 Avenue of the Americas
3rd Floor
New York, NY 10036
3. Business Telephone Number: 202-730-7906
4. Business Fax Number: 202-730-7915
5. Firm website: www.ctnet.com
6. Federal Employer Identification Number (EIN): Ex. 1
7. Date Firm was Established: 03/28/1980
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary): None
9. Officer or Principal of Firm and Title:
Martin Mendelsohn
Partner
10. Name, telephone number, and email address of contact for questions:
Martin Mendelsohn
202-730-7906
martinm@ctnet.com
11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

If yes, please attach **Port Authority** certification as a part of this profile.
If your firm is a DBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

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ATTACHMENT D

**ATTACHMENT D
 PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
 EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
 ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1- Engineering/Architecture	X	
2- Construction/Project Management		
3- Finance/Real Estate	X	
4- Environment/Energy		
5A- Information Technology	X	
5- Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)		
6- Security/Public Safety	X	
7- Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)	X	
8- Diversity (including Military/Veterans)	X	

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QUALIFICATIONS AND EXPERIENCE OF STAFF

TEAM OF EXPERTS

Martin Mendelsohn PARTNER



Martin Mendelsohn is a Partner with CTPartners, a premier executive search firm committed to performance, quality, and results. Martin's broad business experiences are the catalyst for his ready assimilation of complex concepts inherent in competitive environments, the key factor in collaborative client relationships and accurate cultural assessment.

Advanced technology, professional services, and corporate security are among Martin's areas of specialization. Clients including start-ups, federal agencies, privately held growth companies, and the world's leading corporations have benefited from Martin's ability to identify and attract outstanding talent who will excel in specific opportunities. His placements include chief executives, members of the senior team, vice presidents in key functional and operational roles, as well as leadership for consulting practices and sensitive government positions. Martin managed a major strategic hiring initiative for the U.S. Transportation Security Administration following enactment of the Patriot Act, in 2002. This project yielded the placement

of 81 Federal Security Directors at the top airports across the U.S., effectively molding the DNA of a major federal agency.

A successful entrepreneur, Martin brings the perspectives and experiences of a financier, global executive, government official, and humanitarian to client relationships. After working for the U.S. Department of Commerce's International Trade Administration, he founded Polis Air/Skyplan East, a charter air cargo joint-venture with the Russian Ministry of Transport dedicated to humanitarian relief missions in Southern Europe and Africa. As Vice President of Business Development, he expanded the company's clients to include the United Nations and other major multinational organizations. As principal and general manager of a global private equity fund based in Hong Kong and Moscow, Martin managed a multimillion-dollar, diverse asset portfolio.

A graduate of Vassar College, Martin holds a master's degree from The Ohio State University. He earned an MBA from Hong Kong University of Science and Technology, a joint Kellogg/UCLA program. He is based in Washington D.C.

MARKET SECTORS
Federal Solutions
Professional Services
Financial Services

TEAM OF EXPERTS

Adam J. Prager MANAGING PARTNER, GLOBAL PROFESSIONAL SERVICES PRACTICE



Adam J. Prager is Managing Partner of the Global Professional Services Practice with CTPartners. He is known for being an astute judge of talent and character, and supports quick and accurate judgments with comprehensive assessments based on empirical data. Adam's thorough attention to each placement ensures that his clients will hire the right, rather than merely the most expedient, candidates. This care, plus Adam's continuous, consistent and candid communication with clients and candidates alike, has remained a constant throughout his thirteen-year CTPartners tenure and nearly two decades of overall experience in the retained search field; it has generated more than 250 placements and a multitude of long-term, trusted client relationships.

Adam's client roster spans several segments of the professional services arena including Consulting & Advisory, Outsourcing and Business/Information/Marketing Services; he offers specific depth in the Life Sciences and Financial Services verticals. While he typically leads senior level General Management, Practice Leadership and Partner engagements, he is also accomplished in executing significant hiring programs across various seniority bands, industries, competencies and geographic regions. In recent years, Adam has co-led global relationships with the \$50B+ services arm of a Fortune 10 corporation, a \$20B advisory firm and a \$3B "offshore" outsourcing market leader.

A Partner since 2004 and Practice Leader since 2008, Adam has helped cement the firm's standing as the retained search industry's leading Professional Services practice. He plays an active role in enhancing global client partnerships, deploying innovative solutions and in cultivating best practices. In addition, as a member of the firm's Executive and Operating Committees, Adam has been a willing contributor to CTPartners' growth into the retained search industry's quality leader. He has played an active role in developing differentiated capabilities and processes, including ClientNet* (password protected extranet providing clients 24/7 access to search status) and the 40 Day Audit check-up; he also served on the firm's Partner promotion panel.

Prior to joining CTPartners, Adam led the transportation, distribution and logistics practice of Martin H. Bauman Associates, a leading boutique search firm. Adam is a graduate of New York University. He is happily married and has two precocious pre-teens.

MARKET SECTORS

- Professional Services
- Consulting & Advisory
- Outsourcing (ITO/BPO)
- Business Services
- Information Services

CTPartners

TEAM OF EXPERTS

Michael DeSimone MANAGING PARTNER



Michael DeSimone is a Managing Partner with CTPartners, a premier executive search firm committed to performance, quality and results. Michael's 13+ years of search experience focusing exclusively in the Management Consulting, IT Services & Outsourcing Sectors allow him to truly understand his client's business and provide insightful evaluations based on domain expertise.

Michael is a member of the firm's Professional Services Practice where he has assisted clients ranging from venture backed start-ups to Fortune 500 firms. Michael has successfully completed assignments for leadership roles including Partners, Practice Leaders, Vice Presidents of Business Units and Sales organizations, General Management and Human Resources leadership. His clients have included EDS, Cognizant Technology Solutions, IBM, CSC, KPMG and several mid-cap and start up organizations.

Previously Michael was Executive Vice President with DHR International where he led the firm's Professional Services and Outsourcing Practice. Other search affiliations include Ober Consulting, where he started up and developed the Professional Services Practice, and First National Marketing Group where he entered the retained search business.

Michael graduated from Davidson College. An accomplished athlete, he was a Division One All Southeast Region baseball selection. Michael is based in the firm's Washington, D.C. office. He is an active nine year member of the Big Brother Program.

MARKET SECTORS

Professional Services

Systems Integration

IT Outsourcing

Business Process Outsourcing

Management Consulting

CTPartners

TEAM OF EXPERTS

David J. Merwin PARTNER



David J. Merwin is a Partner and senior member of the Professional Services Practice of CTPartners. Based in Boston, David specializes in the recruitment of key executives for a number of professional services and business services clients. Additionally, as a member of the firm's Technology, Media & Telecom practice, David works with software and other technology companies looking for senior level talent.

David's professional services assignments have concentrated on identifying and recruiting Business Development, Sales and Account Executives, Client Partners and Practice Leaders, as well as industry or geography heads. Many of the projects have focused on overall sales and leadership capabilities in addition to operations or delivery experience. David's clients include firms competing in areas such as systems integration, ITO, BPO, consulting, managed services and staffing.

As a member of the firm's Technology, Media and Telecom Practice, David has clients that range from venture capital or private equity backed companies to the Fortune 500. These organizations cut across a number of technologies including software, networking, telecommunications, equipment and computers. This work has focused on C-Suite positions and several core functions including sales, marketing, engineering and finance.

David's 17 year corporate career included sales and sales management positions with companies in consumer products, industrial products and technology. After receiving an undergraduate degree from Syracuse University, David earned his MBA from Butler University.

MARKET SECTORS
Professional Services
Software
Private Equity
Business Services
Technology

TEAM OF EXPERTS

Paul J. Groce PARTNER, HEAD OF GLOBAL CHIEF INFORMATION OFFICER PRACTICE



Paul J. Groce is a Partner in CTPartners New York Office and leads the firm's Chief Information Officer (CIO) Functional Practice. A seasoned search executive with over 20 years of professional experience, Paul has placed C-Suite technology and operations executives in key positions across all industries. The CIO Practice provides horizontal specialization in the areas of Chief Information Officer, Chief Technology Officer, Application Development, IT Operations and other information technology (IT) team human capital needs. In addition to pure technology assignments, Paul has experience in related areas including operations, information security, quality, business process outsourcing, and inclusion/diversity focused teambuilding.

Paul's industry-specific IT search experience includes financial services vertical areas of retail, insurance, cards, mortgage, transaction processing, asset management, and investment banking. In addition to this, he has deep experience in consumer and retail, life sciences, pharmaceutical and manufacturing technology assignments at the Vice President and higher levels. With functional expertise taking him across all industries, Paul also executes senior-level general management roles for technology dependant organizations.

Select clients over recent years include Abercrombie & Fitch, American Express, Ameritrade, Bank of America, Dell, Dow Jones, JPMorgan Chase, Mastercard, Merck, and Wachovia.

Prior to joining CTPartners, Paul was with another leading executive search firm where he consistently achieved outstanding results both in client satisfaction and completion time. He was credited with making the highest diverse executive placement ratios in his practice. Earlier in his career, Paul was Director of North American Sales in the Process Control technology sector, managing an international technology sales and support group.

He served on sabbatical in the Office of White House Personnel in Baghdad in 2003 in support of international reconstruction efforts in Iraq. Paul holds a BS from the United States Military Academy at West Point. He served globally as an Infantry Officer with the 9th Infantry Regiment. He earned his MBA in Finance from the Auburn University College of Business. Paul is a nationally ranked Masters U.S. Track & Field competitor.

MARKET SECTORS

Chief Information Officer
Information Technology
Technology & Operations

CTPartners

TEAM OF EXPERTS

Peter T. Metzger VICE CHAIRMAN



Pete Metzger is a Vice Chairman of CTPartners, a premier executive search firm committed to performance, quality and results.

As a leader of the firm and a member of its Operating Committee, Pete specializes in providing consultation to clients in the recruitment of CEOs, boards of directors and senior-level executives. Driven by a keen sense of mission and values, he is considered one of the nation's most trusted recruiters, having led numerous high-profile and sensitive searches for the world's leading organizations.

Pete's clients include large public companies and privately held firms across a wide range of industries. In addition, Pete has developed a specialization at CTPartners in lateral partner and general counsel searches.

Leadership roles are a distinguishing element of Pete's early career. As a Second Lieutenant with the First Marine Division in Vietnam, he led an infantry platoon in a number of major combat operations against enemy forces. He was personally decorated by both the United States and Republic of Vietnam governments for his actions. He later served in the Central Intelligence Agency and as the Marine Military Assistant to President Ronald Reagan. In this capacity, he was responsible to the President for assisting him with carrying out his constitutional responsibilities as well as continuity of government operations.

Pete's personal experience in the risk management and security sectors (both inside and outside of government) enable him to provide the highest caliber of candidates to clients across industry sectors. His personal relationships with the leaders of the nation's intelligence, law enforcement and military departments and agencies provide special access to the most qualified candidates in the world. Clients regularly seek his expertise in building their global executive security teams.

Pete was previously a partner at Heidrick & Struggles, International where he led both the Government Relations/Association and Global Security Practices. Prior to joining Heidrick & Struggles, he was the president of a major privately held corporation.

Pete earned a BA (International Relations) from the University of Colorado and later completed graduate studies in national security policy and Latin American studies. He is a graduate of the U.S. Department of State's Foreign Service Institute and The Inter-American Defense College of the Organization of American States. He is a member of the Board of Directors of ASERO Worldwide, an industry leader in the homeland security market, and sits on the Board of Directors of Keane Federal Systems, a government IT Solutions subsidiary of Nippon Telephone and Telegraph. He is based in Washington, D.C.

MARKET SECTORS

- CEO/C-Level Recruitment
- Board Services
- Legal Services
- Professional Services
- Trade Associations
- Global Security
- Risk Management
- Not-for-profit
- Government Affairs

CTPartners

TEAM OF EXPERTS

Ronald Porter PARTNER



Ronald Porter is a Partner of CTPartners, a premier executive search firm committed to performance, quality and results. Ron's keen insights, based on 20 years as a human resources executive charged with leading the full continuum of change in global corporations, provide clients with focused, substantive evaluations and recruitment of outstanding talent.

Ron assists clients across industries in recruiting CEOs, COOs, CFOs, CMOs, CPOs and CDOs as well as executives responsible for leading key functions and executing growth strategies. Ron brings specific expertise in building diverse executive teams capable of successfully leading an organization through the challenges of today and tomorrow. He has also successfully led recruiting efforts to build strong and diverse executive talent pipelines. He is a member of the firm's Inclusion and Human Resources Practices.

A well respected executive, Ron's corporate career is distinguished by his track record in partnering with senior management to fully integrate human capital in corporate strategy. During his 17-year tenure with Pepsico, Inc., Ron introduced and implemented key initiatives resulting in a more cohesive, progressive workforce focused on attainment of business goals. He had progressive responsibilities in all aspects of the human resources function at this global icon, including vice-president of Diversity and Staffing and culminating as vice president, corporate human resources. Most recently, he was vice president and CPO, Global Human Resources, of Polaroid Corporation. He led a worldwide reorganization, staffing the senior leadership team, delayering the management structure, and streamlining staff. Simultaneously, he instituted programs to develop and better leverage existing talent.

A graduate of the United States Military Academy at West Point, Ron holds an MBA from the University of Colorado. He served his country as an Infantry Captain of the 9th Infantry Division and later was an Admissions Officer at West Point focused on minority outreach. He is active in several organizations promoting leadership development, including the Executive Leadership Council, the NB MBA and NSHMBA. He is based in the firm's New York headquarters.

TEAM OF EXPERTS

Daniel A. Kaplan MANAGING PARTNER



Daniel A. Kaplan is a Managing Partner with CTPartners, a premier executive search firm committed to performance, quality and results. A seasoned industry professional, Dan's keen understanding of talent demands in wealth management and private banking are the foundation for his successful track record of building leadership teams achieving consistent, outstanding results.

A member of the firm's Global Financial Services and Global Technology/Media/Telecom Practices, Dan has conducted more than 300 assignments for a broad spectrum of clients within wealth management, private banking, diversified financial services, business consulting, and technology driven businesses. He has also assisted venture-capital and private-equity clients. Additionally, Dan has completed numerous high-profile assignments for heads of human resources, heads of sales, chief information officers, and chief marketing officers responsible for key growth initiatives.

Dan's 10+ years as an executive search consultant include being Managing Director with Boyden International and a Senior Associate with Korn/Ferry International. He entered search with a boutique retainer-based firm, Sanders Management.

The ability to understand and meet the specific talent needs of both financial services and technology clients was developed during Dan's tenure with major corporations. Dan was Director of Recruiting for Fannie Mae, a Fortune 20 mortgage services company, and served as a member of the company's human resources leadership team. Dan created and led an in-house recruiting function that provided full-service search capability. Previously, Dan was a Senior Executive Recruiter with Sapien Corporation, a major business and technology consultancy.

A graduate of Rutgers University, Dan has been active in fundraising for several non-profits including the United Way and the Manhattan Society, an organization dedicated to raising money to combat multiple sclerosis. He is a member of the Americas Advisory Board of the Association of Executive Search Consultants. Dan is based in the firm's New York headquarters.

MARKET SECTORS
Diversified Financial Services
Private Banking
Private Client Services
Wealth Management

TEAM OF EXPERTS

Kevin Ford PARTNER



Kevin Ford is a Partner with CTPartners, a premier executive search firm committed to performance, quality and results. Closely collaborating with clients, Kevin quickly identifies innovative talent compatible with specific situations.

A member of the firm's CFO Practice, Kevin recruits chief financial officers and members of the senior finance team for public, private, family-owned and private equity-backed enterprises. He has worked with clients across virtually all industries, executing engagements ranging from single searches to those for the entire senior finance function.

His expertise in the finance function complements his industry specialization in global manufacturing. As a member of the firm's Industrial and Consumer Practices, he places senior executives in key roles based worldwide including operations, supply chain, marketing, sales, communications, quality, and research and development. Kevin has assisted clients in a multitude of talent acquisition, management and development initiatives, building teams of world-class executives around the world.

Prior to joining CTPartners, Kevin was a Senior Client Partner with Korn/Ferry International. A charter member of the firm's Financial Officers Center of Expertise, Kevin served in various practice leadership roles, including serving as the firm's liaison to its Board Services Practice. He was also a member of the Global Consumer and Industrial Practices.

A graduate of Northwestern University, he is based in the firm's Chicago office and serves clients globally.

TEAM OF EXPERTS

John Davitt PARTNER



John Davitt is a Partner with CTPartners, a premier executive search firm committed to performance, quality and results. Drawing on more than 15 years of search experience, John's insights and business acumen allow him to quickly produce innovative human capital solutions that match his clients' unique needs and situations. John has a track record of attracting the leading-edge talent needed to differentiate his clients in the marketplace through a disciplined and consultative approach to search execution.

As a seasoned search professional, John has established himself as a leading search consultant in the industrial manufacturing and services sector, as well as a nationally recognized functional expert in procurement and supply chain management. He has successfully completed assignments for senior general management, including CEOs, CFOs, COOs for Fortune 500 companies, as well as start-ups and private-equity backed businesses. Within the industrial sector, he has completed key assignments responsible for significant functions and operations, including

manufacturing, engineering, R&D, quality, sales & marketing, finance, strategic planning, and P&L management.

Previously, John was a Client Partner with Korn/Ferry International and a member of the firm's Global Industrial Market. In addition to his search practice in the industrial market, John helped create and establish the firm's Global Supply Chain Practice and completed over 150 senior level searches in procurement and supply chain management across multiple industry sectors. These include aerospace, automotive, capital equipment, chemicals, consumer goods, electronics, energy, gaming, homebuilding, hospitality, life sciences, managed care, medical devices, publishing, retail, and wholesale distribution, among others.

John is a graduate of Boston College and earned an MBA from Fordham University. He is active in several professional and non-profit organizations, most notably the Institute for Supply Management, the Council of Supply Chain Professionals, and the National Eagle Scout Association. John is based in the firm's New York headquarters.

MARKET SECTORS

- Aerospace & Defense
- Automotive
- Capital Equipment
- Chemicals
- Consumer Durables
- Energy
- Packaging
- Transportation

CTPartners

TEAM OF EXPERTS

Barry Bregman VICE CHAIRMAN, HEAD OF GLOBAL CHIEF FINANCIAL OFFICER PRACTICE



Barry Bregman is a Vice Chairman of CTPartners, a premier executive search firm committed to performance, quality and results. Barry's expertise, developed during more than two decades dedicated to recruitment of senior financial leadership, provides clients with meaningful consultation, astute talent assessments, and quick identification of individuals fitting specific cultures and challenges.

Barry is a senior member of the firm's Financial Services Practice. Clients in all sectors of the financial services industry enlist Barry to recruit top management and build teams to enter new markets and meet competitive challenges.

In addition to his industry specialization, Barry leads CTPartners' Financial Officers Specialty Practice. Barry's search practice is concentrated in recruiting CFO, and other senior financial leaders for a range of financial institutions, Fortune 250 companies and private equity sponsored growth companies.

Previously, Barry was Managing Partner, COO of Wall Street boutique search firm, Sullivan & Company, which was acquired by Heidrick & Struggles in 1999. Barry led Heidrick & Struggles' Chief Financial Officer Practice and was a Senior Partner in the firm's Global Financial Services Practice.

Prior to entering the executive search business, Barry spent 14 years with Goldman Sachs. At Goldman Sachs, Barry gained in-depth experience and knowledge about the industry and the talent required for success. He held a series of roles of increasing responsibility at Goldman Sachs including VP - Human Resources, Global Staffing; EVP - Human Resources & Administration, Commodities Corporation; and VP - Human Resources, Goldman Sachs Asset Management. Barry also previously served as Partner, Director of Human Resources and Development for Mercer Delta Consulting, a leading organizational change consulting firm. Barry started his career with Amerada Hess Corporation, where he spent five years in various human resources management positions.

Barry serves as a Director on the Board of the Madison Square Boys & Girls Club. He is a graduate of Lafayette College, and he holds an MBA from New York University. Barry is based in the firm's New York headquarters.

MARKET SECTORS

Finance
Asset Management & Wealth
Hedge Funds
Professional Services
Investment Banking / Capital
Markets
Insurance / Managed Care
Pharmaceutical / Medical
Devices

CTPartners

TEAM OF EXPERTS

Amy Orlich PARTNER



Amy Orlich is a Partner with CTPartners, a premier executive search firm committed to performance, quality and results. She is a member of the firms' Chief Information Officer (Technology & Operations Specialization) and Financial Services Practices. Amy's understanding of the financial services industry enables her to identify top information technology and operations talent who can seize opportunities and create profitable competitive advantages. Amy has a focus on helping clients build diverse teams and is also a member of the firm's Inclusion Practice.

Amy works with a broad spectrum of clients, focusing on technology and operations within asset management, capital markets, investment banking, and insurance concerns. Amy has completed assignments for CIOs, CTOs, general managers, managing directors, group heads, and other key leadership roles responsible for major strategic initiatives focused on information technology and back office processing.

In addition to serving financial services companies, Amy assists technology companies providing products and services to the financial services industry. She has worked with organizations at all stages of the business cycle to build senior teams; her placements include CEOs, COOs, and Presidents among others.

Most recently, Amy was a key member of Spencer Stuart's operations and technology team. She was an active member of the firm's Financial Services and Information Officer Practices.

Amy's corporate career includes being with Gartner, where she was Product Manager of Career Markets and Services and led recruitment and professional development of the technology and operations divisions. She entered the recruitment field while with Deloitte Consulting. Earlier, Amy was in sales and marketing with Walt Disney Publishing.

A graduate of Union College, Amy is based in the firm's New York headquarters.

MARKET SECTORS

Financial Services -

Technology & Operations

CIO/CTO

Financial Technology

Inclusion

TEAM OF EXPERTS

Martin Nass PARTNER



Martin Nass is a Partner and leader of the Global Real Estate Practice of CTPartners, a premier executive search firm committed to performance, quality and results. With 35 years of real estate and mortgage banking experience, Marty quickly identifies strategic talent capable of seizing opportunities that contribute to clients' profitable growth.

As Managing Partner of the firm's Global Real Estate Practice, Marty oversees the activities of a client-focused team of professionals located in major business centers worldwide. Devoted to continually strengthening members' capabilities, he provides leadership that creates a cohesive team with a singular focus on quality results.

In addition to his management responsibilities, Marty maintains an active search practice. Clients include prominent real estate investment banking, investment mortgage banking, pension fund, asset management, advisory, development, and pension fund companies. He has completed assignments for senior positions based in the United States, India, China, Singapore, Hong Kong, France, Germany, the Netherlands, and United Kingdom. Marty specializes in CEO, COO, and President searches. More than 90 percent of his 600+ completed engagements were for these leadership roles.

During Marty's consulting career, prominent search firms have sought him to develop their global real estate practices. He served as Managing Vice President and Senior Partner of Korn/Ferry International's Global Real Estate Practice, head of Highland Partners' Global Real Estate Practice, and Managing Partner of Heidrick & Struggles' Global Real Estate Practice. Marty developed this niche by founding his own search firm, a boutique dedicated to the real estate and mortgage banking industries.

A former financial services industry executive, Marty's corporate career focused on real estate and mortgage banking. He held senior positions at Merrill Lynch and later served as vice president of Thomson McKinnon Securities, Inc.

A graduate of the University of Florida, Marty was an aviator in the Naval Air Corps, serving in the South Pacific and Japan. He was a member of the U. S. Naval Air Corps Reserve, attaining the rank of Lieutenant before being honorably discharged. Marty is based in the firm's New York headquarters.

TEAM OF EXPERTS

Adam P. Kohn VICE CHAIRMAN, PROFESSIONAL SERVICES



Adam P. Kohn is Vice Chairman and a Founding Partner of CTPartners, a premier executive search firm committed to performance, quality and results. Adam's leadership and vision have provided the world's leading companies with insightful consultation broadening perspectives about business and competitive challenges influencing executive selection, the foundation for Adam's track record of continuously exceeding client expectations.

As head of the firm's Global Professional Services Practice, Adam leads a collaborative group of professionals in establishing new standards of service, based on the time-tested best practices he developed for conduct of the entire search process. Timely execution, presentation of original candidates, and successful recruitment of the unexpected individual are hallmarks of delivery.

Emerging entities, growth companies, and Fortune 500 corporations have sought Adam to build the right leadership team for their specific situation, talent that meets both the challenges of a global economy and those inherent in corporate maturation. During his more than 20 years of devising leadership solutions for the world's premier companies, Adam has recruited CEOs, members of the senior executive team, and executive vice presidents for all key functions. Boards of directors regularly enlist Adam to advise them on governance issues such as composition and succession planning. He has worked in a broad cross-section of industries, including professional services, software and manufacturing clients.

Adam's previous training in industrial psychology is the basis for his ability to create outstanding and unexpected solutions for clients, establishing his reputation for identifying and attracting candidates with the ability to meet immediate and future challenges. Clients find Adam is a significant factor in placements' transition and smooth assimilation in the organization.

Recognized for his leadership and governance expertise, Adam's opinions frequently appear in major business and industry publications. He is based in the firm's Cleveland office.

MARKET SECTORS

Global Professional Services

Computer Software

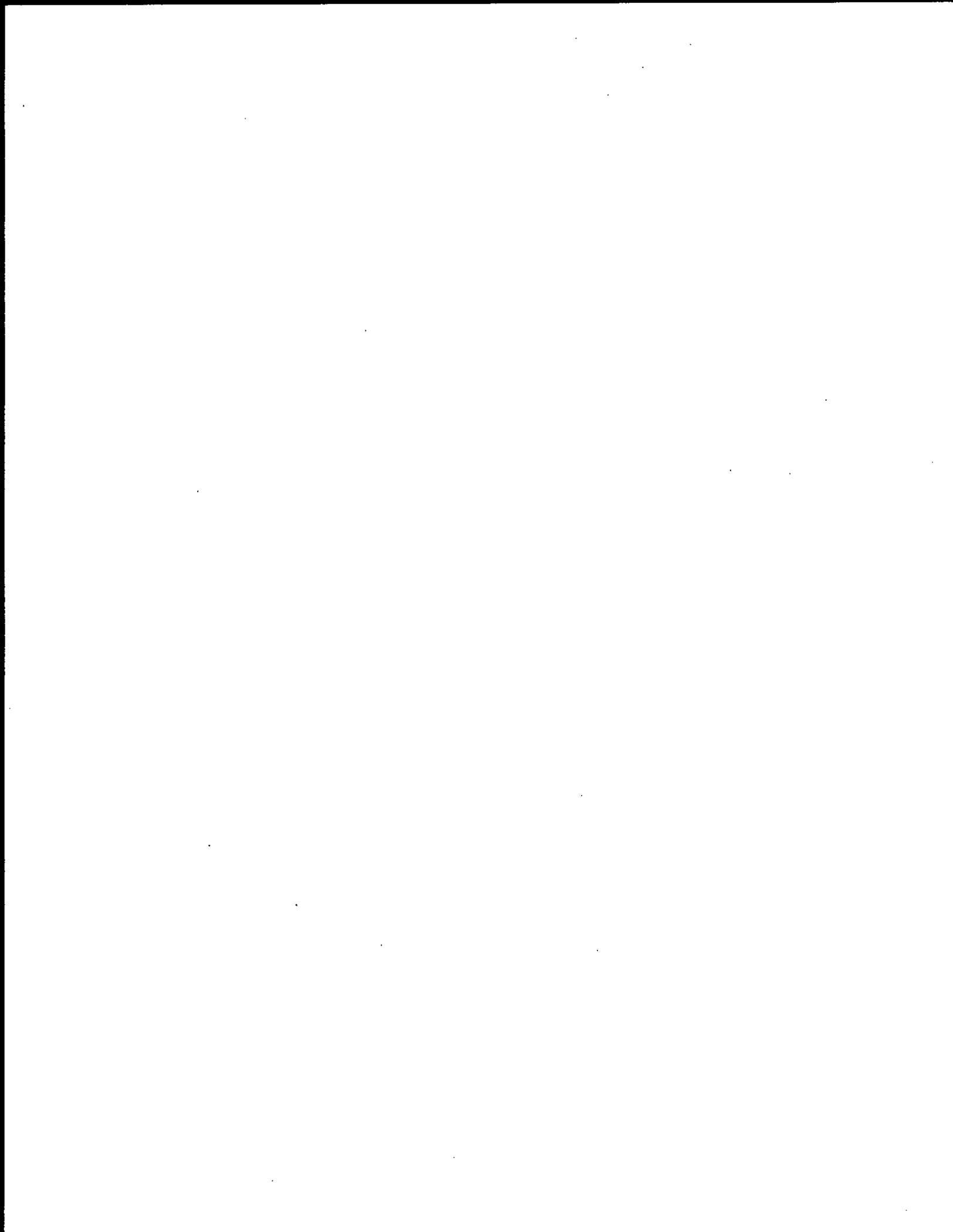
Manufacturing

Private Equity Firms

Engineering, Environmental &
Energy Services

Financial Services

CTPartners



CTPartners

Your Executive Search Partner:
Committed to Performance, Quality & Results™

Confidential

ATTACHMENT E

ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 1- Engineering/Architecture

Client	Client Address	Client Representative	Contact #	E-mail	Search Title	Date Closed
The Shaw Group Inc.	Baton Rouge, LA	Winkler, William	(202) 261-1906	william.winkler@shawgrp.com	Vice President, Engineering Management	8/25/2010
The Shaw Group Inc.	Alexandria, VA	Winkler, William	(202) 261-1906	william.winkler@shawgrp.com	Vice President, Engineering Areva MOx Services	2/16/2010
WorleyParsons Corporation	Houston, TX	Stanislaus-See Wai, Hazel	(412) 816-6455	hazel.stanislaus-seewai@worleyparsons.com	Vice President Nuclear Operations	3/16/2011

ATTACHMENT E

CATEGORY NUMBER & TITLE: 3- Finance/Real Estate

Client	Address	Client Representative	Contact #	E-mail	Search Title	Date Closed
ABM Industries Incorporated	New York, NY	Andre, Erin M.	(415) 733-4078	erin.andre@abm.com	Chief Accountant/Corporate Controller	5/6/2010
Novartis Corporation	East Hanover, NJ	Marylynn, Sauro	(862) 778-3305	marylynn.sauro@novartis.com	Vice President, Internal Audit, North America	8/1/2011
Pitney Bowes, Inc.	Stamford, CT	McCaffrey, Sheila	(203) 351-6178	sheila.mccaffrey@pb.com	Group Financial Officer	3/8/2011
PTJ Family Office	Greenwich, CT	Andren, Mikael	(203) 485-8623	Mikael.Andren@jnsgrp.com	Pitney Bowes Mgmt Services	12/23/2009
Scholastic Corporation	New York, NY	Augustine, Cynthia H.	(212) 343-6240	caugustine@scholastic.com	Vice President of Properties	11/11/2009
Starbucks Corporation	Seattle, WA	Burgess, Heidi	(206) 318-4188	hburgess@starbucks.com	Vice President, Controller Director of Real Estate, Southeast	7/1/2010
The New York Racing Association, Inc.	Jamaica, NY	Smukler, David A.	(718) 659-2228	dsmukler@nyrainc.com	Chief Financial Officer	9/2/2009
The Reader's Digest Association, Inc.	Pleasantville, NY	Murray, JoAnn	(914) 238-1000	joann_murray@rd.com	Chief Financial Officer, Europe	10/25/2010
USAA	San Antonio, TX	Martini, Marie	(210) 456-4431	marie.martini@usaa.com	Assistant Vice President, Real Estate	12/10/2009
Winn-Dixie Stores, Inc.	Jacksonville, FL	Dahlstrom-Gutel, Anita	(904) 783-5727	AnitaGutel@winn-dixie.com	Vice President, Real Estate	8/1/2010
Wolters Kluwer	New York, NY	Kihm, Jenifer	n/a	jenifer.kihm@wolterskluwer.com	EVP Finance, Corporate Legal Service	3/9/2011

ATTACHMENT E

CATEGORY NUMBER & TITLE: 5A- Information Technology

Client	Address	Client Representative	Contact #	E-mail	Search Title	Date Closed
American Life Insurance Co. (ALICO)	Wilmington, DE	Sadler, Karen	(212) 770-6024	karen.sadler@alico.com	Vice President, Infrastructure Shared Services	3/22/2010
Credit Suisse	New York, NY	Niemczyk, Jill	(212) 325-7289	jill.niemczyk@credit-suisse.com	Managing Director, Tech Infra Services Dept.	3/5/2010
J. Crew Group Inc.	New York, NY	Markoe, Lynda	(212) 209-2500	lynda.markoe@jcrew.com	Chief Information Officer	6/1/2010
JPMorgan Chase & Co.	New York, NY	Cochran, Jim	(212) 552-2650	jim.a.cochran@jpmorgan.com	Chief Information Officer	
JPMorgan Chase & Co.	New York, NY	Downey, Jerome	n/a	n/a	Executive Director, Head of Connectivity	7/1/2010
JPMorgan Chase & Co.	New York, NY	Downey, Jerome	n/a	n/a	Vice President, Development	5/7/2010
JPMorgan Chase & Co.	New York, NY	Richards, Peter	(212) 272-3808	peter.richards@jpmorgan.com	Vice President, Infrastructure, BPM Developer	5/14/2010
JPMorgan Chase & Co.	New York, NY	McDonagh, Dan	n/a	n/a	VP, Core Processing	8/13/2010
JPMorgan Chase & Co.	New York, NY	Waller, Lawrence	(44) 207-3254053	lawrence.waller@jpmorgan.com	VP, Tech & Ops	6/14/2010
TD Securities Inc.	New York, NY	Davis, Cathy	212-397-6394	Cathy.Davis@tdsecurities.com	Head of U.S. Technology	9/1/2011
Travelers Companies (The)	Hartford, CT	Hamlet, Matt	(860) 277-7412	mhamlet@travelers.com	Chief Information Officer	7/13/2010
Tudor Investment Corp.	Greenwich, CT	DiSisto, Filomena	(203) 485-3780	Filomena.DiSisto@tudor.com	Chief Information Officer	6/28/2010

ATTACHMENT E

CATEGORY NUMBER & TITLE: 6- Security/ Public Safety

Client	Address	Client Representative	Contact #	E-mail	Search Title	Date Closed
Automatic Data Processing, Inc.	Roseland, NJ	Salisbury, John	(973) 994-5000	john_salisbury@adp.com	Vice President of Converged Security Services	9/3/2010
George Washington University	Washington, DC	Melita, Sara	(202) 994-7449	smelita@gwu.edu	Associate Vice President, Safety & Security	1/11/2010
George Washington University	Washington, DC	Melita, Sara	(202) 994-7449	smelita@gwu.edu	Senior Associate Vice President, Safety & Security	5/10/2010
United States Postal Service	Washington, DC	Giannoni-Jackson, Deborah	(202) 268-3783	deborah.giannoni-jackson@usps.gov	Chief Postal Inspector	5/6/2009

ATTACHMENT E

CATEGORY NUMBER & TITLE: 7- Corporate Services

Client	Address	Client Representative	Contact #	E-mail	Search Title	Date Closed
Ann Taylor Stores Corporation	New York, NY	Eberhard, Jenny	(212) 500-2968	jenny_eberhard@anntaylor.com	Director, Store Development Purchasing	10/12/2010
Automatic Data Processing, Inc.	Roseland, NJ	Salisbury, John	(973) 994-5000	john_salisbury@adp.com	Staffing Leader, Employee Services, International	5/3/2011
Automatic Data Processing, Inc.	Roseland, NJ	Salisbury, John	(973) 994-5000	john_salisbury@adp.com	Vice President, Sales Compensation	10/8/2010
Avon Products, Inc.	New York, NY	Alziani, Lucien	(212) 282-5000	lucien.alziani@avon.com	Vice President, Diversity and Inclusion	10/28/2010
BlackRock Inc.	New York, NY	Norton, Roger H.	(415) 670-2984	roger.norton@blackrock.com	Chief Talent Officer	1/21/2011
BlackRock Inc.	New York, NY	Norton, Roger H.	(415) 670-2984	roger.norton@blackrock.com	Head of Leadership and Executive Development	2/8/2011
Blackstone Group	New York, NY	Waitz, Laura	(212) 583-5063	Waitz@Blackstone.com	Director, Human Resources - Talent Management	
C.V. Starr & Co., INC.	New York, NY	Gilligan, Regina	(646) 227-6326	regina.gilligan@cvstarrco.com	Vice President, Associate Counsel & Compliance Officer	11/25/2009
CIGNA Corporation	Philadelphia, PA	Pilsbury, Shelly	(860) 226-5163	Shelley.Pilsbury@cigna.com	Vice President, Diversity	8/6/2010
Cisco Systems, Inc.	Richmond, VA	Buck, Amy	(408) 527-8495	amybuck@cisco.com	Senior Manager, Diversity Staffing	10/28/2008
Colgate-Palmolive Company	New York, NY 1	Weida, Kathy	(212) 310-3198	Kathy_Weida@colpal.com	Chief Trademark Counsel	11/6/2009
Colgate-Palmolive Company	New York, NY	Weida, Kathy	(212) 310-3198	Kathy_Weida@colpal.com	Director, Brand Protection Unit	3/24/2009
Daiichi Sankyo, Inc.	Parsippany, NJ	Kroeger, Deborah	(973) 944-2326	dkroeger@dsi.com	Vice President, Human Resources, U.S.	5/9/2011
Educational Testing Service	Princeton, NJ	Attaway, Ronald	(609) 734-5385	cattaway@ets.org	Exec. Director, Compensation, Benefits & Emp. Relations	4/2/2011
Greatbatch, Inc.	Clarence, NY	Davis, Barbara M.	(716) 759-5622	bdavis@greatbatch.com	Director, Human Resources - Orthopedics	4/1/2009
Greatbatch, Inc.	Clarence, NY	Davis, Barbara M.	(716) 759-5622	bdavis@greatbatch.com	Vice President, Human Resources	11/8/2010

CATEGORY NUMBER & TITLE: 7- Corporate Services Cont.

Client	Address	Client Representative	Contact #	E-mail	Search Title	Date Closed
Hewlett-Packard Company	Palo Alto, CA	Simon, Thomas R.	n/a	n/a	Director, Talent Management - Diversity	12/17/2007
infoGROUP, Inc.	Pearl River, NY	Robinson, Susie	(402) 836-4038	Susie.Robinson@infogroup.com	Director, Compensation and Benefits	12/29/2010
McGraw-Hill Companies, Inc. (The)	New York, NY	Murphy, David L.	(212) 512-6544	n/a	Executive Vice President, Human Resources	10/29/2010
NYSE Euronext	New York, NY	Magaldi, Jessica	(212) 656-5708	JMagaldi@nyx.com	Patent Counsel	2/28/2011
Partsearch Technologies, Inc.	New York, NY	Totaro, Ronald J.	(212) 201-0352	n/a	Senior Vice President, Supply Chain	7/27/2010
Sutherland Global Services	Pittsford, NY	Jain, Ashok	(585) 586-5757	ashok.jain@sutherlandglobal.co	Head of Global Sourcing	5/17/2011
Toys "R" Us, Inc.	Wayne, NJ	Nassau, Kimberly	(973) 617-5626	Kimberly.Nassau@toysrus.com	Vice President of Distribution	1/13/2010
Yale University	New Haven, CT	Peel, Michael A.	(203) 432-8588	mike.peel@yale.edu	VP Human Resources	

ATTACHMENT E

CATEGORY NUMBER & TITLE: 8- Diversity

Client	Address	Client Representative	Contact #	E-mail	Search Title	Date Closed
Accenture Ltd.	New York, NY	Svilar, Michael	(703) 947-2823	michael.svilar@accenture.com	SE, Accenture Interactive, Marketing Analytics, East	7/12/2011
Accenture Ltd.	New York, NY	Svilar, Michael	(703) 947-2823	michael.svilar@accenture.com	Senior Manager, Accenture Interactive, Data Management	5/1/2011
Alexion Pharmaceuticals, Inc.	Cheshire, CT	Dubin, Thomas	(203) 271-8203	dubint@alxn.com	Board Director	5/18/2010
Alexion Pharmaceuticals, Inc.	Cheshire, CT	Dubin, Thomas	(203) 271-8203	dubint@alxn.com	Senior Vice President and Chief Human Resources Officer	7/19/2011
Ann Taylor Stores Corporation	New York, NY	Eberhard, Jenny	(212) 500-2968	jenny_eberhard@anntaylor.com	Director, Store Development Purchasing	10/12/2010
Ann Taylor Stores Corporation	New York, NY	Eberhard, Jenny	(212) 500-2968	jenny_eberhard@anntaylor.com	Senior Manager, Store Development Purchasing	11/4/2010
Assurant, Inc.	New York, NY	Olich, Jessica M.	(212) 859-7182	jessica.olic@assurant.com	Independent Director	7/2/2011
Assurant, Inc.	New York, NY	Palms, John Michael	n/a	n/a	Independent Director	6/14/2011
Automatic Data Processing, Inc.	Roseland, NJ	Salisbury, John	(973) 994-5000	john_salisbury@adp.com	Vice President, Sales Compensation	10/8/2010
Avon Products, Inc.	New York, NY	Alziari, Lucien	(212) 282-5000	lucien.alziari@avon.com	Vice President, Diversity and Inclusion	10/28/2010
AXIS Capital Holdings Inc	New York, NY	Goshen, Brian	(678) 746-9573	brian.goshen@axiscapital.com	Alternatives, Equity Analyst	5/1/2010
AXIS Capital Holdings Inc	New York, NY	Goshen, Brian	(678) 746-9573	brian.goshen@axiscapital.com	Quantitative, Performance Analyst	5/5/2010
BlackRock Inc.	New York, NY	Smith, Jeffrey A.	(212) 810-5560	jeffrey.smith@blackrock.com	MD and Head of Recruiting in Human Resources	1/27/2011
BMS Group	London, UK	Cooper, Roger	+44 (020) 7480-7288	roger.cooper@bmsgroup.com	Assistant Vice President, Pennsylvania	8/3/2010
Care One, LLC	Fort Lee, NJ	Fogel, Anthony S.	n/a	n/a	Chief Financial Officer	3/10/2010
Citizens Financial Group, Inc.	Stamford, CT	Drury, Robert	(401) 282-2444	Robert.Drury@citizensbank.com	Director, Risk Optimization	7/16/2010

CATEGORY NUMBER & TITLE: 8- Diversity Cont.

Client	Address	Client Representative	Contact #	E-mail	Search Title	Date Closed
Cognizant Technology Solutions	Teaneck, NJ	Amsden, David	n/a	ADavid@cognizant.com	Domain Consulting Leader, Communications	5/2/2011
Cognizant Technology Solutions	Teaneck, NJ	Amsden, David	n/a	ADavid@cognizant.com	Domain Consulting Leader, Retail/CPG, Bus Consulting Svcs	12/29/2009
Colgate-Palmolive Company	New York, NY	Weida, Kathy	(212) 310-3198	Kathy.Weida@colpal.com	Chief Trademark Counsel	11/6/2009
Corning Incorporated	Corning, NY	Breinlinger, Karen	(607) 974-7800	breinlinke@corning.com	Manufacturing Manager (CCS), Hickory, NC	8/8/2011
Cutwater Asset Management Corp	Armonk, NY	Corso, Clifford D.	(914) 765-3272	cliff.corso@cutwater.com	Head of Risk & Quantitative Strategies	5/24/2010
Daiichi Sankyo, Inc.	Parsippany, NJ	Kroeger, Deborah	(973) 944-2326	dkroeger@dsi.com	Vice President, Human Resources, U.S.	5/9/2011
F. Hoffmann-La Roche Ltd.	Nutley, NJ	Schmid, Clemens	(973) 235-2844	clemens.schmid@roche.com	Site Head Oncology Research, Nutley	8/19/2011
GE Healthcare	Piscataway, NJ	Dool, Rick	+44 (029) 2052-6204	n/a	Global Product Marketing Manager	7/20/2011
GE Healthcare	Piscataway, NJ	Luebke, Jessica	(262) 548-5085	jessica.luebke@ge.com	Marketing Manager Diagnostics	6/30/2011
Goldman Sachs & Co	New York, NY	Reiley, Maureen	(212) 357-4726	maureen.reiley@gs.com	Vice President, Account Executive, Western Region	1/7/2011
Greatbatch, Inc.	Clarence, NY	Davis, Barbara M.	(716) 759-5622	bdavis@greatbatch.com	Vice President, Human Resources	11/8/2010
Hewlett-Packard Company	New York, NY	Hadsell, David	(703) 742-1363	david.hadsell@hp.com	Industry Sales Leader, Financial Services	12/10/2010
infoGROUP, Inc.	Pearl River, NY	Robinson, Susie	(402) 836-4038	Susie.Robinson@infogroup.com	Director, Compensation and Benefits	12/29/2010
infoGROUP, Inc.	Pearl River, NY	Robinson, Susie	(402) 836-4038	Susie.Robinson@infogroup.com	Vice President, Procurement	10/17/2010
JPMorgan Chase & Co.	New York, NY	Rawls, Duncan	n/a	n/a	ED, Architect, Secondary Lending	5/7/2010
JPMorgan Chase & Co.	New York, NY	Ambrecht, Mary	(212) 622-0107	mary.r.ambrecht@jpmchase.com	Executive Director Architect, Secondary Lending	
JPMorgan Chase & Co.	New York, NY	Varsano, Joshua A.	(212) 837-3830	joshua.a.varsano@jpmorgan.com	Managing Director, Quantitative Research	8/17/2010
JPMorgan Chase & Co.	New York, NY	Ambrecht, Mary	(212) 622-0107	mary.r.ambrecht@jpmchase.com	VP, Credit Risk & Reference Data	7/6/2010
KCI (Kinetic Concepts, Inc.)	Branchburg, NJ	Cravens, R. James	n/a	n/a	Vice President, Application Development	2/11/2010

CATEGORY NUMBER & TITLE: 8- Diversity Cont.

Client	Address	Client Representative	Contact #	E-mail	Search Title	Date Closed
McKinney Rogers	Barbados, W.I.	Casselton, Will	(246) 621-2100	Will.Casselton@MckinneyRogers.com	Partner, NYC	
Nordea Banking	New York, NY	Borgen, Odd-Anders	n/a	odd.anders.borgen@nordea.com	Senior Manager, Internal Audit	2/25/2011
Novartis Pharmaceuticals Corp.	East Hanover, NJ	Ruth, Robert	(862) 778-6643	robert.ruth@novartis.com	Global Program Medical Director, Respiratory	6/11/2010
Novartis Pharmaceuticals Corp.	East Hanover, NJ	Cawley-Knopf, Sheelagh	+41 (79) 8161666	sheelagh.cawley-knopf@novartis.com	US Program Consultant, IQP	9/30/2010
Pfizer, Inc.	New York, NY	Frieling, Susan	(212) 733-0937	susan.frieling@pfizer.com	General Manager and Global Head, Biosimilars	10/1/2010
Prudential Financial Inc.	Newark, NJ	Castineiras, George A.	(860) 534-4272	george.castineiras@prudential.com	Managing Director, Advisor Sales	1/15/2010
RBS Global Banking & Markets	Stamford, CT	Vogt, Amy	(203) 897-0896	amy.vogt@rbs.com	Head of LATAM DCM	5/14/2010
RBS Greenwich Capital	Stamford, CT	Davies, Jonathan P.	(203) 897-6943	Jonathan.P.Davies@rbs.com	Managing Director, Agency CMO Strategist	12/15/2009
RBS Greenwich Capital	Stamford, CT	Lancaster, Brian P.	(203) 897-6078	brian.lancaster@rbs.com	Senior Vice President, Payments Strategist	4/21/2010
RBS Greenwich Capital	Stamford, CT	Lancaster, Brian P.	(203) 897-6078	brian.lancaster@rbs.com	Vice President Agency CMO Strategist	1/8/2010
RBS Greenwich Capital	Stamford, CT	Lancaster, Brian P.	(203) 897-6078	brian.lancaster@rbs.com	Vice President, Residential Credit Strategist	5/10/2010
Sanford C. Bernstein & Co., LLC	New York, NY	van Brugge, Robert	(212) 486-5800	robert.vanbrugge@bernstein.com	Equity Analyst, US Consumer Staples Retail	4/15/2011
Scholastic Corporation	New York, NY	Augustine, Cynthia H.	(212) 343-6240	caugustine@scholastic.com	Vice President, Controller	11/11/2009
TD Ameritrade Holding Corp.	Jersey City, NJ	Cheng, Tai	(201) 369-8314	Tai.Cheng@tdameritrade.com	Investment & Retirement Executive	10/1/2009
The New York Racing Association, Inc.	Jamaica, NY	Smukler, David A.	(718) 659-2228	dsmukler@nyrainc.com	Chief Financial Officer	9/2/2009
Viewpointe	Parsippany, NJ	Gwynn, John	(704) 602-6656	john.gwynn@viewpointe.com	Product Marketing Manager	8/31/2011
WebMD Health Corp.	HQ-New York, NY	White, Patricia M.	n/a	n/a	Director, Compensation and Benefits	11/30/2010

CATEGORY NUMBER & TITLE: 8- Diversity Cont.

Client	Address	Client Representative	Contact #	E-mail	Search Title	Date Closed
Xchanging UK Ltd. Xe Services (Blackwater)	Greenwich, CT	Gros, Richard R	(773) 824-4419	rich.gros@us.xchanging.com	Vice President, Business Development - Insurance	10/6/2009
Yale University	McLean, VA	Bosacki, Dean	n/a	n/a	Chief Executive Officer	5/17/2011
Zolfo Cooper	New Haven, CT	Peel, Michael A.	(203) 432-8588	mike.peel@yale.edu	Associate Director, Compensation and Benefits	7/2/2011
	New York, NY	Mitchell, Jonathan	(973) 618-5235	JMitchell@zolfocooper.com	MD, Corp Adv & Restructuring NY Practice	10/23/2009



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MANAGEMENT/TECHNICAL APPROACH

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PROPOSED MANAGEMENT APPROACH

Scope of Work

CTPartners Executive Search Incorporated will identify and engage a diverse pool of relevant and well-qualified candidates for senior executive roles as specified by the Authority. Leveraging a database covering two million+ senior executives in the United States, CTPartners Executive Search Incorporated will deploy a comprehensive internal database review process and, perhaps more importantly, an external candidate market scan and outreach effort, to identify passive candidates matching the Authority's defined role description. Candidates meeting the position requirement will be phone screened and, where relevant, formally interviewed by CTPartners Executive Search Incorporated, and presented to the Authority for consideration and further processing. Following review of candidate resumes, the Authority may elect to interview or further screen said candidate(s), as appropriate. The Authority and the CTPartners Executive Search Incorporated team will be in regular contact to facilitate and ensure a smooth and successful search process that results in the placement of an excellent candidate with the Authority.

THE CTPARTNERS EXECUTIVE SEARCH INCORPORATED MANAGEMENT APPROACH **FOLLOWS BELOW AS A FRAMEWORK FOR SUCCESSFUL SEARCH MANAGEMENT** **AND COORDINATION**

- A. *Your Partner in the Search Process:* As the Authority's partner in the executive search process, CTPartners Executive Search Incorporated will craft and review together with the Authority position descriptions incorporating ideal candidate qualifications and experiences, and general professional requirements. Within three-five days following search commencement, CTPartners Executive Search Incorporated will share draft position descriptions with the Director (and, as relevant, Authority search committee or team) for final review and approval.
- B. *Industry Knowledge, Flexibility and Off-Limits:* Upon search commencement, CTPartners Executive Search Incorporated will identify and share with the Authority a 'source environment' list, comprising organizations *not blocked for recruiting efforts* (not 'off-limits' to CTPartners Executive Search Incorporated recruitment efforts) by CTPartners Executive Search Incorporated, where we believe prospective and relevant candidates may be domiciled. This list of target organizations may be expanded as relevant through the tenure of the search project. The individual CTPartners Executive Search Incorporated search practitioner and industry/functional specialist managing the search together with the Authority will possess industry depth and familiarity with a number of the target organizations' structures. This data and 'market intelligence' will be shared with the Authority during the search 'kick-off' call / meeting immediately following search commencement.

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- C. *Team Alignment and Communication:* At the outset of each search, CTPartners Executive Search Incorporated will establish regularly scheduled, standing, dial-in conference calls with the Authority Search Director or relevant Search Team, and will share weekly status reports via email detailing Active, Target/Prospective, Withdrawn/Not Interested / Disqualified candidates. The CTPartners Executive Search Incorporated team will also, where relevant and helpful to the Authority Search Team, share candidate feedback regarding the role/scope/opportunity/title as currently envisioned. The entire CTPartners Executive Search Incorporated search team will attend each regularly scheduled Authority Update Call, ensuring that schedules are aligned for interviewing purposes, and that all affairs are in order across the two project management teams.
- D. *Proposed Timeline:* Within 30 days following search commencement, CTPartners Executive Search Incorporated will aim to have several finalist candidates shared and in process with the Authority, most of whom will have been formally interviewed by the CTPartners Executive Search Incorporated team. Within 45-50 days following search commencement, CTPartners Executive Search Incorporated and the Authority should have a list of 1-2 finalists with whom offer frameworks are being discussed. We strive to complete every search in under 100 days. *Our Days to Placement* average, as audited by an external professional audit firm, has ranged from 118 – 121 days over the past several years. *(Please see Timeline and Milestones Description, page 23)*

THE CTPARTNERS EXECUTIVE SEARCH INCORPORATED TECHNICAL APPROACH FOLLOWS BELOW AS A FRAMEWORK FOR SUCCESSFUL SEARCH MANAGEMENT AND COORDINATION

- E. *Candidate Identification and Screening:* CTPartners Executive Search Incorporated will conduct preliminary screening of prospective candidates via telephone, with formal interviews scheduled for candidates matching the role description(s). The CTPartners Executive Search Incorporated team for each search initiative is comprised by a Project Manager/Partner who is responsible for quality assurance and control, and for all candidate interviewing and assessment, a Director/Associate from a relevant CTPartners Executive Search Incorporated industry or functional practice who is responsible for initial candidate outreach efforts, a researcher / business intelligence specialist responsible for candidate name and background generation (and population into the search database), and our Project Assistant, who will oversee and coordinate all candidate scheduling, logistics and travel with the relevant Authority Team Point of Contact.
- F. *Technology as Process Driver and Facilitator:* CTPartners Executive Search Incorporated has developed a proprietary and industry-leading technology, ClientNet, which enables the Authority team to track CTPartners Executive Search Incorporated's progress via access to a password-protected extranet website, throughout the life-cycle of the search. A ClientNet website which is 24x7 accessible and regularly updated by the CTPartners Executive Search Incorporated team, will be provided to appointed Authority team member(s) and set up for each

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search initiated by the Authority. The ClientNet site will house all candidate information, including though not limited to resume, assessment, compensation data, education verification, status in process, and relevant notes and/or observations shared by the Authority and CTPartners Executive Search Incorporated team. The ClientNet website will be set up immediately following search commencement. *(Please see Attached ClientNet Description – page 27)*

- G. *Professional Assessment:* CTPartners Executive Search Incorporated is responsible for candidate education verification, and will share all post-interview findings with the Authority team via creation of a 1-2 page post-interview professional assessment which will identify candidate strengths and weaknesses as gauged against the position description.
- H. *Ensuring the 'Right Fit' – Culturally and Professionally:* Upon Authority selection of a finalist candidate, CTPartners Executive Search Incorporated will conduct in-depth professional reference checks and submit a comprehensive report documenting our findings to the Authority.
- I. *Finalization and Negotiations:* CTPartners Executive Search Incorporated will work closely with the Authority to craft an acceptable offer for finalist candidates, and will manage the offer discussion and negotiation with the candidate(s) while maintaining close and consistent communication with the Authority. CTPartners Executive Search Incorporated will present to the Authority all relevant findings regarding candidate bonus payout timing, stock vesting date(s) as relevant, non-solicit / non-compete restrictions, and any other information potentially impacting a candidate's ability to accept our offer and commence Authority employment within a reasonable time frame.
- J. *Selection Support:* CTPartners Executive Search Incorporated will attend and facilitate follow-up meetings between the Authority and the candidate(s) as required and helpful to the search process, and will make recommendations to the Authority on candidate selection, serving as consultant and objective / unbiased observer and professional process manager.
- K. *Post-Placement Communication:* Working closely with the Authority, CTPartners Executive Search Incorporated will assist placed candidate(s) with onboarding, and will maintain regular communication with both the Authority and the placed candidate(s) to facilitate dialogue and, where relevant and helpful to the Authority, identify and aim to resolve potential or perceived areas of emerging challenge.

UNIQUE ATTRIBUTES

SearchSigma Drives Performance

After 30 years of executing tens of thousands of successful executive searches, we can say with confidence that CTPartners knows how to expeditiously identify your next top performer.

In developing our approach, we conducted three years worth of intensive client surveys and then measured and analyzed over 1,200 specific searches. During this time, we identified the common needs, desires and timeframes of clients seeking exceptional leaders, and then developed an approach that provided actionable solutions.

With a commitment to completing every search within 100 days, we have established four critical milestones at 48 hours, 14 days, 40 days and 75 days that enable us to gauge and revise search status as necessary.

When followed to the letter, our time-tested approach, SearchSigma, virtually guarantees CTPartners will successfully identify and place an ideal candidate for you in 100 days or under. Following is an overview.

Milestone #1

After 48 Hours, we will:

- Develop a search strategy that includes identification of:
 - Internal team
 - Geographic reach
 - Title and candidate description
 - Top 20 source companies
 - Qualifying screener
 - Cross company collaboration

Milestone #2

After 7 Days, we will:

- Hold a kick-off meeting where we will present:
 - Overarching search strategy
 - Detailed position description
 - Research strategy
 - Recruiting strategy
-

UNIQUE ATTRIBUTES

Milestone #3

After 14 Days, we will:

- Hold a meeting to receive a strategy "green light" and present status on:
 - Exhaustive industry research
 - POV on backgrounds reviewed to date
 - Have identified 2 benchmark candidates
 - Spoken with at least 20 prospects

Milestone #4

After 40 Days, we have:

- Conferred with at least 50% of the targeted research base
- Interviewed at least 5 prospects
- Presented at least 3 candidates
- Conducted the 40-Day Audit™
- Adjusted approach as needed

Milestone #5

After 75 Days, we have:

- Conferred with 89% of the targeted research base—sources and prospects
- Presented two eminently hireable candidates
- Secured two alternative hireable candidates
- Mutually assessed the project—if less than excellent:
 - Immediate course-correction strategy session
 - New research approach agreed to
 - Revised research completed
 - 40 new sources and prospects identified

Milestone #6

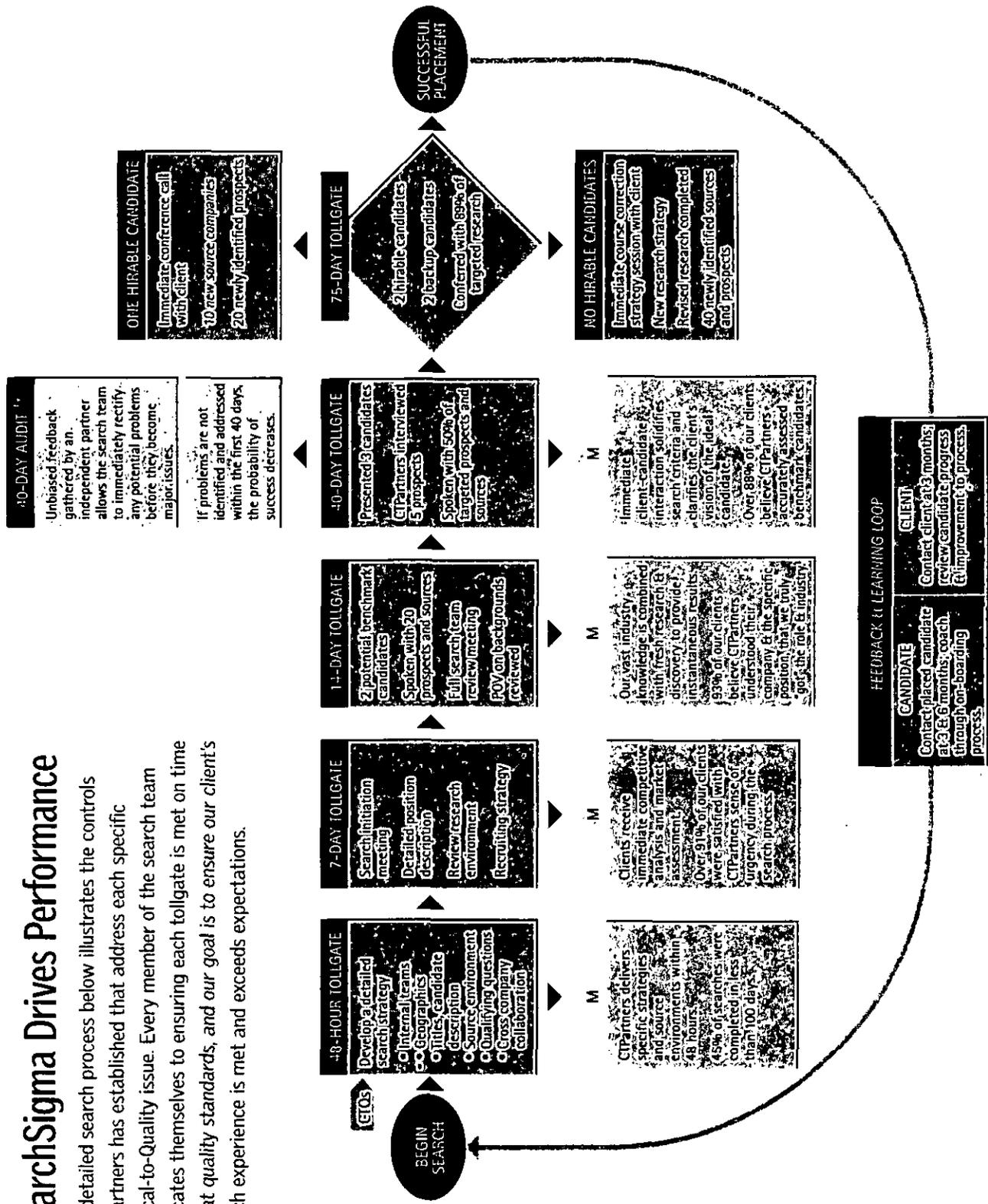
After 100 Days, we have:

- Identified your company's next top performer
- Distributed the post-search Client Quality Satisfaction Survey

After 30 years as an executive search leader, we hope you agree that CTPartners has earned the right to be—Your Executive Search Partner: Committed to Performance, Quality & Results.

SearchSigma Drives Performance

The detailed search process below illustrates the controls CTPartners has established that address each specific Critical-to-Quality issue. Every member of the search team dedicates themselves to ensuring each tollgate is met on time and at quality standards, and our goal is to ensure our client's search experience is met and exceeds expectations.



UNIQUE ATTRIBUTES

360° Review Process to Ensure Quality

The best way to ensure client satisfaction is by repeatedly querying your perceptions of our performance. Over the last 30 years, we have discovered that the more we communicate, the greater our chances of overwhelming you with performance, quality and results.

Furthermore, we have two proprietary assessment tools that provide the opportunity to judge our performance in its entirety, share insights and, when appropriate, offer criticism or praise. They include:

The 40-Day Audit™

This comprehensive assessment tool provides a formal feedback mechanism and ensures that search milestones are met according to plan.

Administered by an independent Partner not associated with the specific search, the 40-Day Audit™ provides an opportunity to review our progress at that milestone.

During this process, we customarily receive confirmation that we are successfully fulfilling against our strategic plan. On occasion, we also receive suggestions on how to redirect the search strategy including adjusting resources or changing the target candidate profile.

Naturally, there is virtually daily communication during the early stages of a search. The 40-Day Audit™ simply provides a formal opportunity to thoughtfully assess and agree how to make the search process as efficient as possible.

The Client Quality Satisfaction Survey™

This post-search exercise offers the chance to reflect and comment on each facet of a recently completed search. It is extremely detailed and designed to provide maximum insights—and therefore reveal opportunities—for our continuous improvement.

CTPartners consultants take the Survey extremely seriously.

In fact, Survey findings are ranked, reviewed and posted internally, as well as, considered regarding promotion and compensation. This confidential survey once again illustrates our commitment to striving to exceed the expectation of existing and future clients.

Both assessment tools are checks and balances that ensure your search is completed 100 percent to your satisfaction.

UNIQUE ATTRIBUTES

Technology That Expedites Results

CTPartners understands that a company requires cutting-edge technology to be considered an industry leader. In fact, that's why we made a significant investment in technology ourselves. The result is two proprietary, state-of-the-art tools that expedite intelligence transfer and communication flow for clients and candidates alike.

Together, these tools enable us to significantly reduce search time, efficiently attract and communicate with the world's most qualified candidates, and strategically position clients. They include:

ClientNet®

This password-protected extranet provides 24/7 access to a search status.

ClientNet® consolidates and organizes all relevant search and candidate information whether seeking an individual or running a comprehensive multi-search program.

Information featured on ClientNet® includes: a roster of candidates, their current title, company affiliation, compensation, resume, interview assessment and more. The site also includes an overview of "next steps" in the search process.

To discover what your colleagues think of the candidates, simply check out the threaded discussion format. It includes candidate and interview notes from both the CTPartners search consultant and from your management team.

This single search status resource ensures continued search momentum and enables us to expeditiously identify the perfect candidate.

Candidate Central®

This proprietary extranet offers time-starved and highly-sought-after candidates comprehensive information on a prospective client company.

Recognizing that top talent is often hard to attract, companies often worry how their opportunity will be presented. CTPartners' clients, however, do not as their candidates have access to Candidate Central®—an advanced technology tool that exhaustively merchandises an executive position in a format that effectively reaches, engages and intrigues top candidates.

Easy to access and unusually thorough, Candidate Central® delivers first-round due diligence on the opportunity at hand. Data included features a link to the client Web site, position profile, management bios, Board of director listing, client press room, the CTPartners search team and more.

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The screenshot displays the ClientNet web application interface. At the top, there is a navigation bar with the ClientNet logo and the HMB logo. Below the navigation bar, there is a search bar and a list of search results. The main content area is divided into several sections: a central search results table, a left sidebar with navigation options, and a right sidebar with detailed candidate information. The search results table has columns for Name, Current Title, Company, and Status. The right sidebar shows a detailed profile for a candidate, including their resume, interview assessment, and contact information. The interface is designed to be user-friendly and easy to navigate, with clear labels and a logical flow of information.

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Candidate Central HMB INDUSTRIES

HOME POSITION PROFILE COMPANY FINANCIALS LOCATION SEARCH TEAM

YOUR SEARCH TEAM

Adam Korte: Vice Chairman
Phone: +1 216-862-3132
Email: akorte@ctnet.com

Brian Sullivan: Chief Executive Officer
Phone: +1 216-862-3508
Email: bsullivan@ctnet.com

Linda Bishop: Administrative Associate
Phone: +1 216-862-3143
Email: lbishop@ctnet.com

Company: HMB Incorporated
Company Website: www.hmb.com

Company Overview

HMB Incorporated aims to provide customized information system development services for Fortune 500, private, and state and local government organizations. Mission accomplished. Today with more than 200 development projects under our belt, we still hold true to our founding principles:

- o All information system development efforts should succeed.
- o Technology should help an organization do their job better.
- o The cultural effects of change due to technology should be positive.
- o The value provided to an organization by an outside resource should be unquestioned.

HMB is proud to be of service to our customers and strategic partners – and proud of the trust they have placed in us. We believe it is this trust that provides the foundation for HMB to continue to expand our role as a preferred information system developer and e-business solutions provider, be at the forefront of the application of new technologies, and solve our customers' information problems of tomorrow.

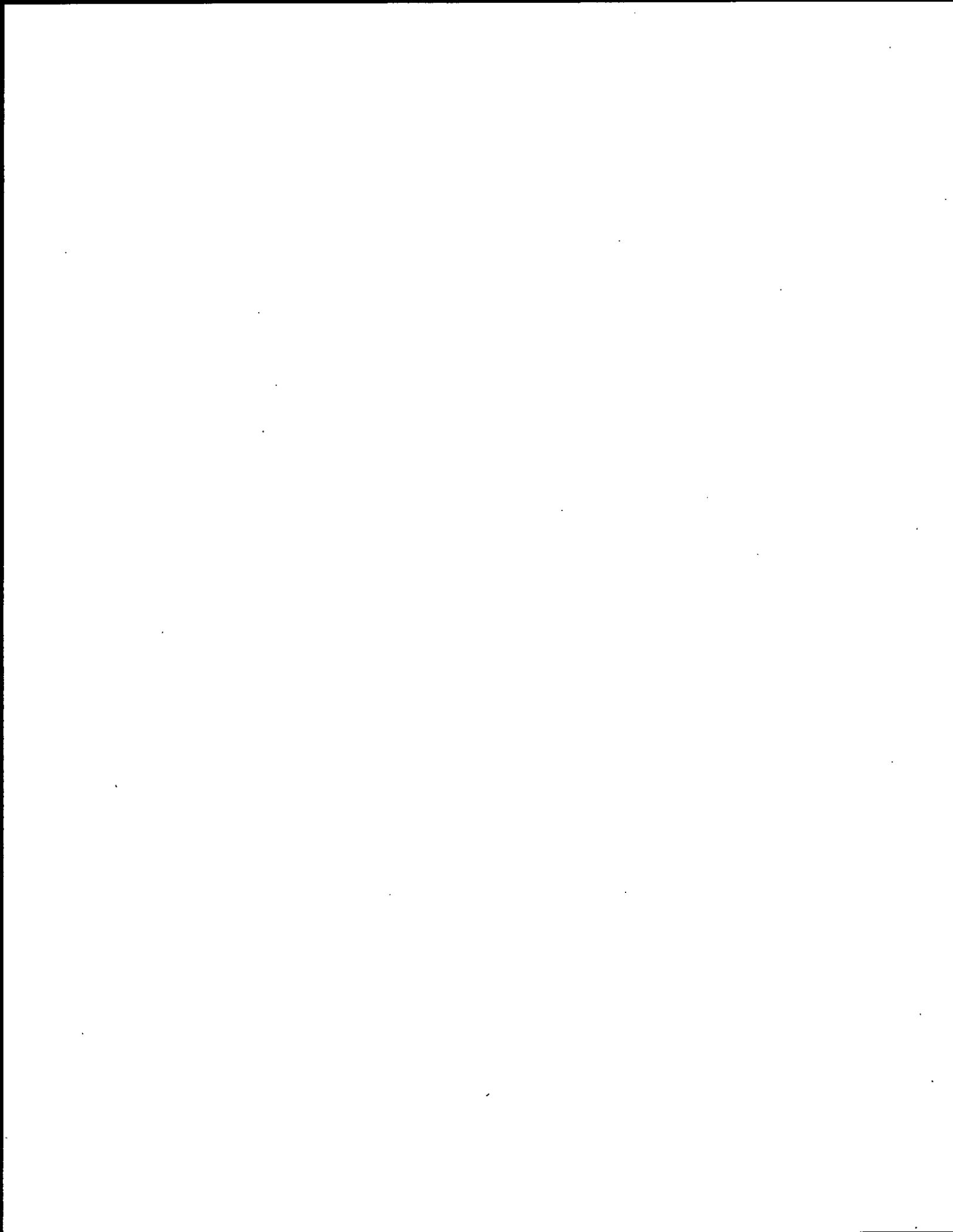
POSITION PROFILE — The Position Profile Page allows you to read the full Position Profile on line. In addition, a PDF version of the profile is attached for you to print out to read later.

COMPANY — The Company overview page provides you with detailed information on the hiring company.

FINANCIALS — The Financials page is where you will find links to important financial information about the Company.

LOCATION — The Location page allows you to review all the local information for a search.

SEARCH TEAM — The Search Team section provides you with the contact information for the CTPartners search team members.



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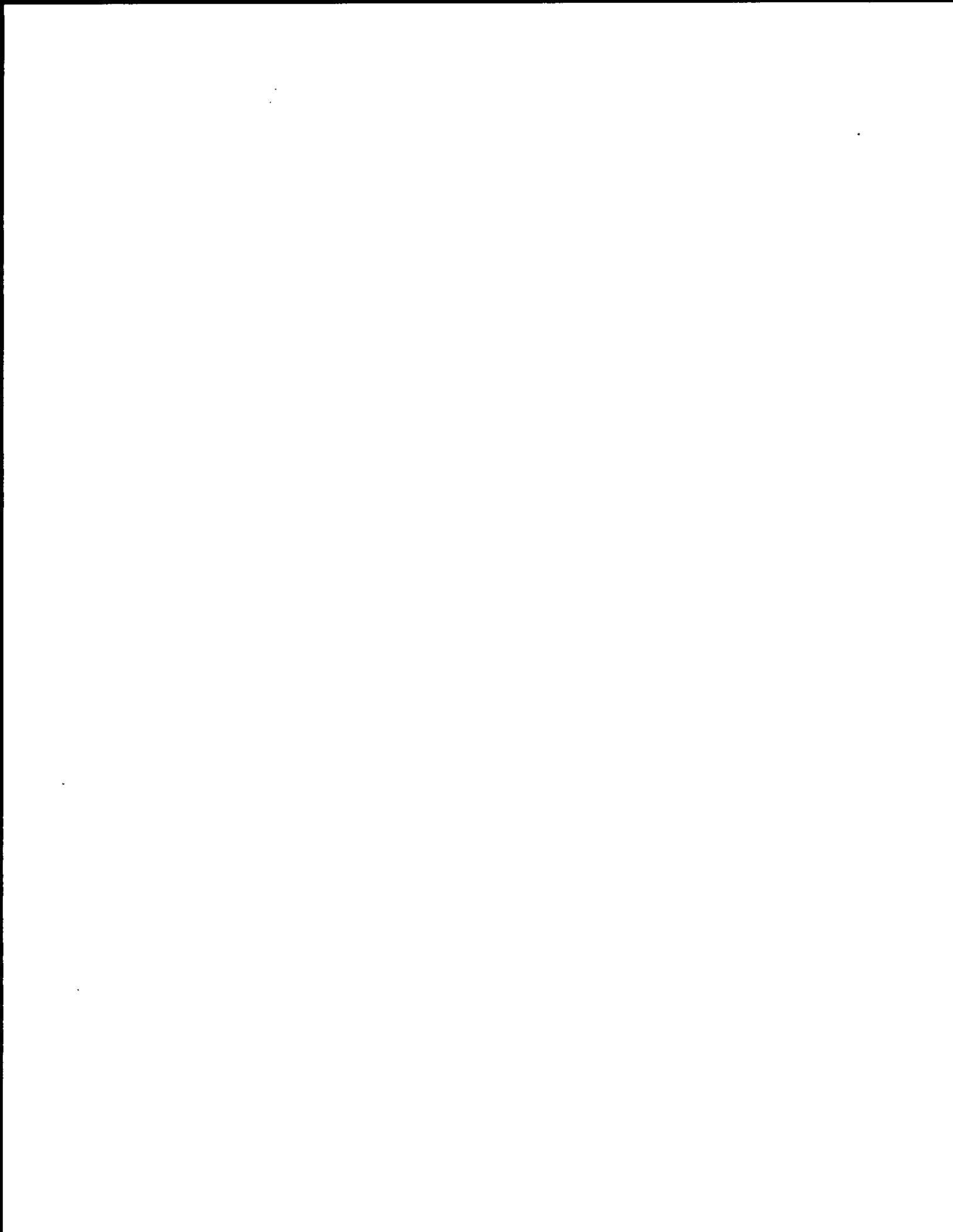
Confidential

COST INFORMATION

When the services of the Consultant consist of performing Executive Search services, as approved in advance by the Authority, the Authority shall pay CTPartners Executive Search Incorporated on an exclusive retainer basis, not to exceed 31% of the actual annual salary paid to the selected candidate (the "fee"), plus out-of-pocket expenses as provided below.

Fee structure is as follows:

31% of the actual annual salary paid to selected candidate from first and second searches launched with CTPartners Executive Search Incorporated; 29% of the actual annual salary paid to selected candidate from third, fourth and fifth searches launched; 27% of the actual annual salary paid to selected candidate from sixth and additional searches launched with CTPartners Executive Search Incorporated during the first two years of the tenure of this agreement.



P.A. Agreement #*-11-*****

September, 15th 2011
CTPartners Executive Search Incorporated
1166 Avenue of the Americas
3rd Floor
New York, NY 10036

Attention: Martin Mendelsohn, Partner

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011 - 2015

Dear Mr. Mendelsohn:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain CTPartners Executive Search Incorporated (hereinafter referred to as "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 an "as-needed" basis during 2011 - 2015.

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 Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Director of the Human Resources Department acting either personally or through his 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.

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.



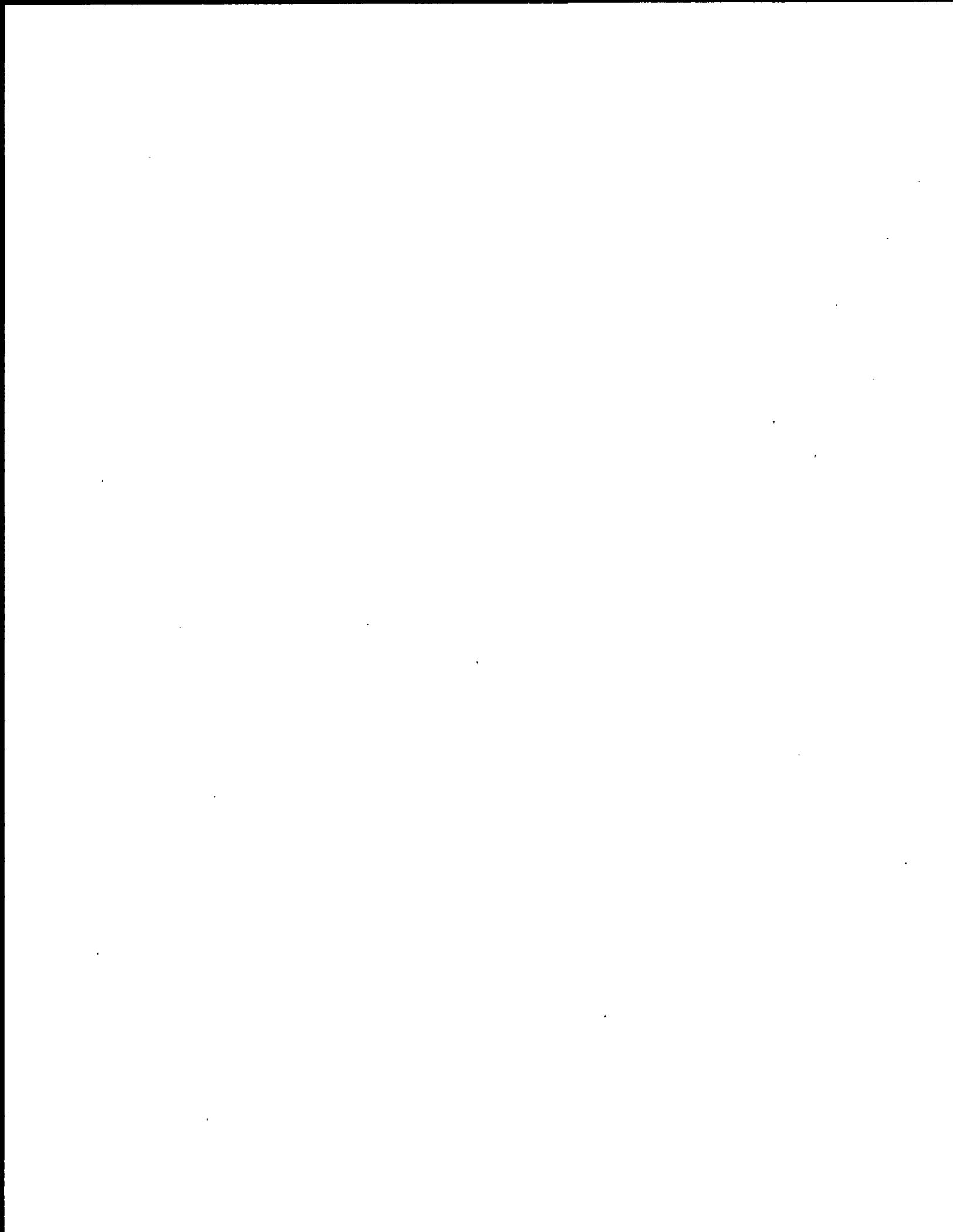
4. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Director for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Director in writing 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 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 her sole opinion said items are not in accordance with the requirements of this Agreement or sound recruitment practices. 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 its responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule, and a complete work product done in accordance with industry best practices.

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 31% 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:

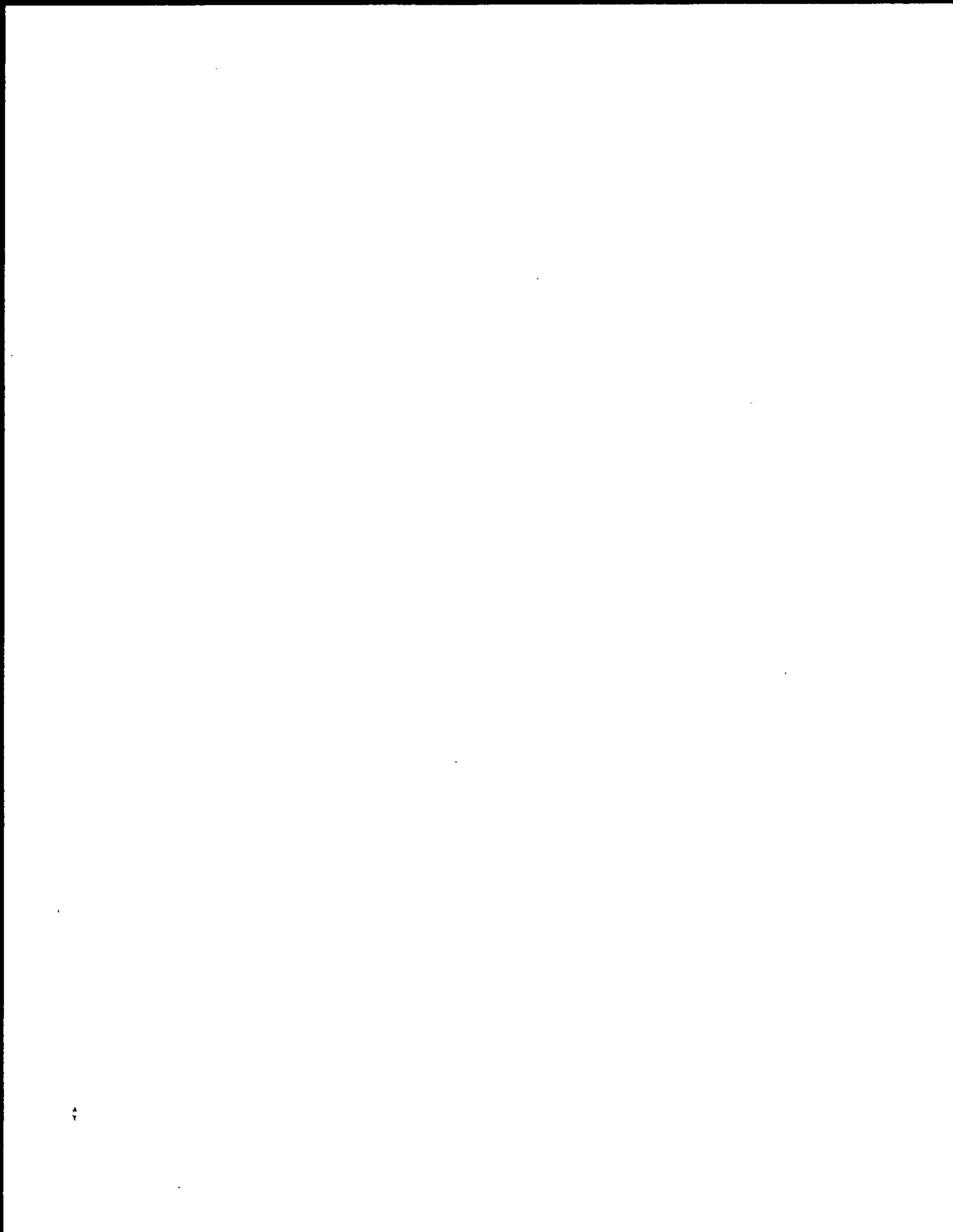
- 1) First payment: within 30-days of receipt of authorization from the Director to proceed with the performance of services, Consultant shall submit an invoice in the amount equal to one third of the fee, plus out-of-pocket expenses:
- 2) Second payment: 60-days after receipt by the Authority of the 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. Out-of-pocket expenses are the expenses necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder as approved in advance by the Director. Out-of-pocket expenses 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; travel and local transportation; and meals and lodging on overnight trips. The expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges; typing, utilization of computer systems, cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

D. 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 shall be reimbursable hereunder when approved in advance in writing by the Director. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Domestic Rates:
<http://www.gsa.gov/portals/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.

E. As used herein:

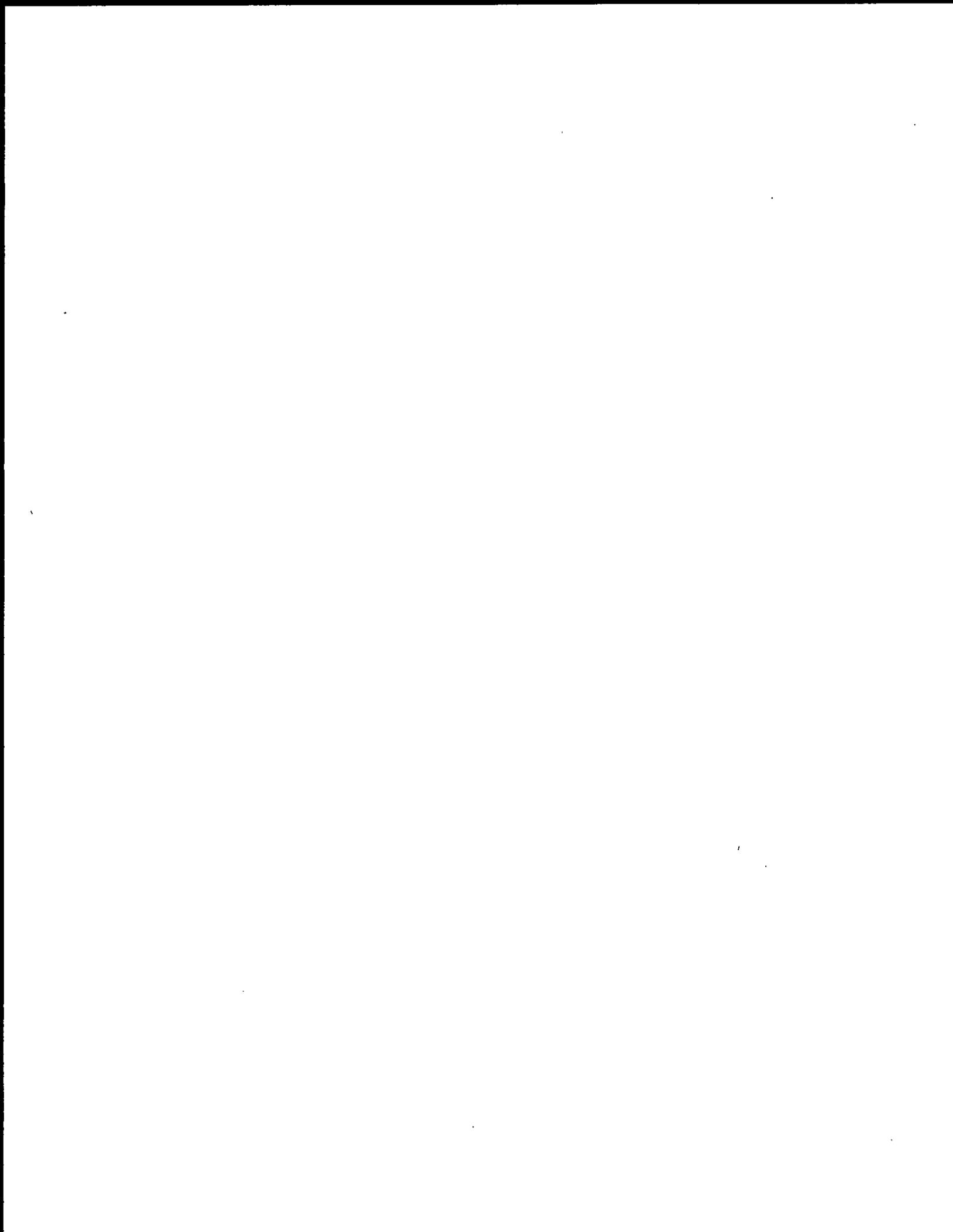
"Port District" is an area comprised of about 1,500 square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State 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.



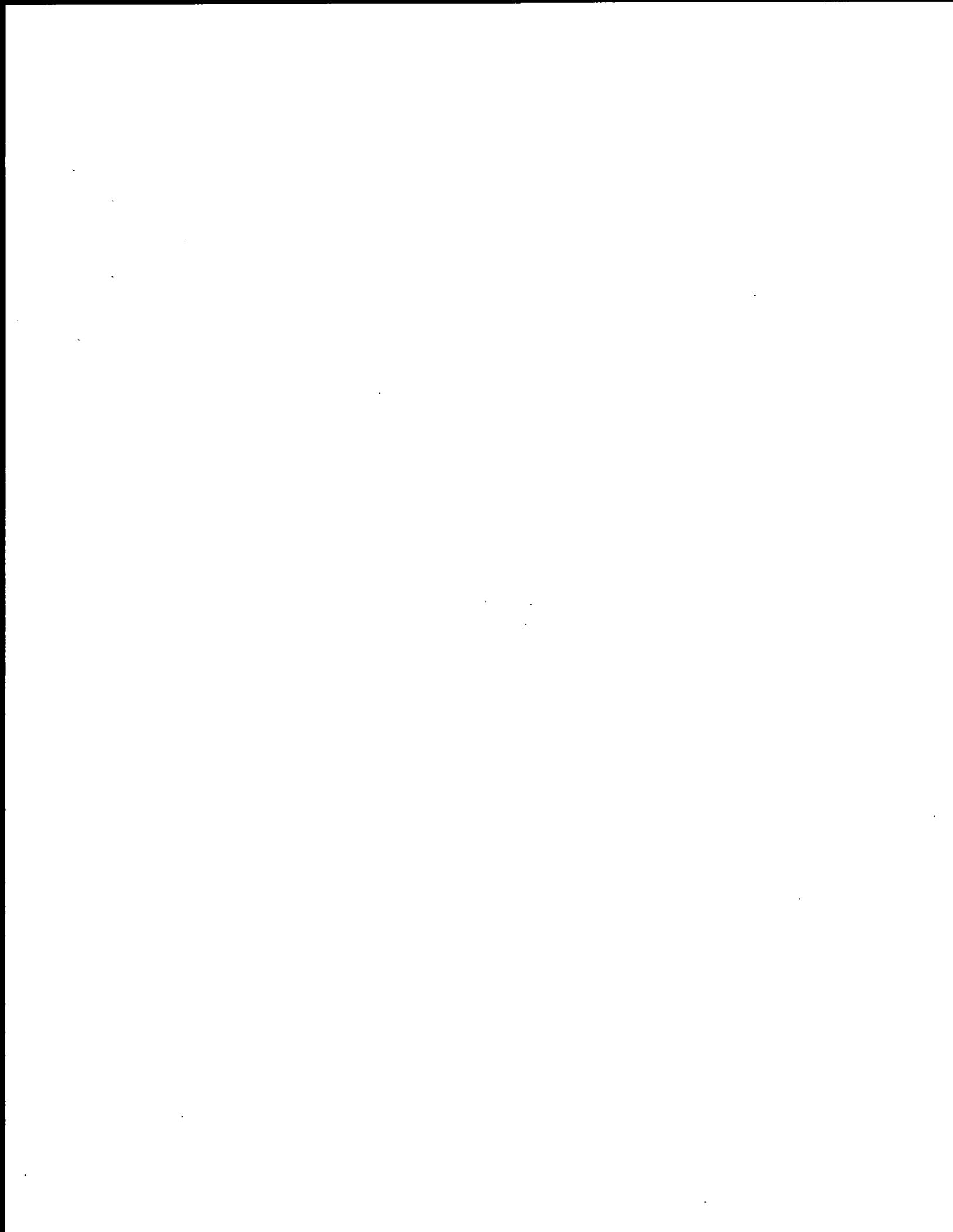
13. Under no circumstances shall you communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the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

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 nor 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.

17. 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.

18. NOTIFICATION OF SECURITY REQUIREMENTS

A. The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. 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, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant identity checks and background screening, including but not limited to: 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; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff authorize the Authority or its designee to perform background checks. 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 cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff during the term of this Agreement to address changing security conditions and/or new governmental regulations.

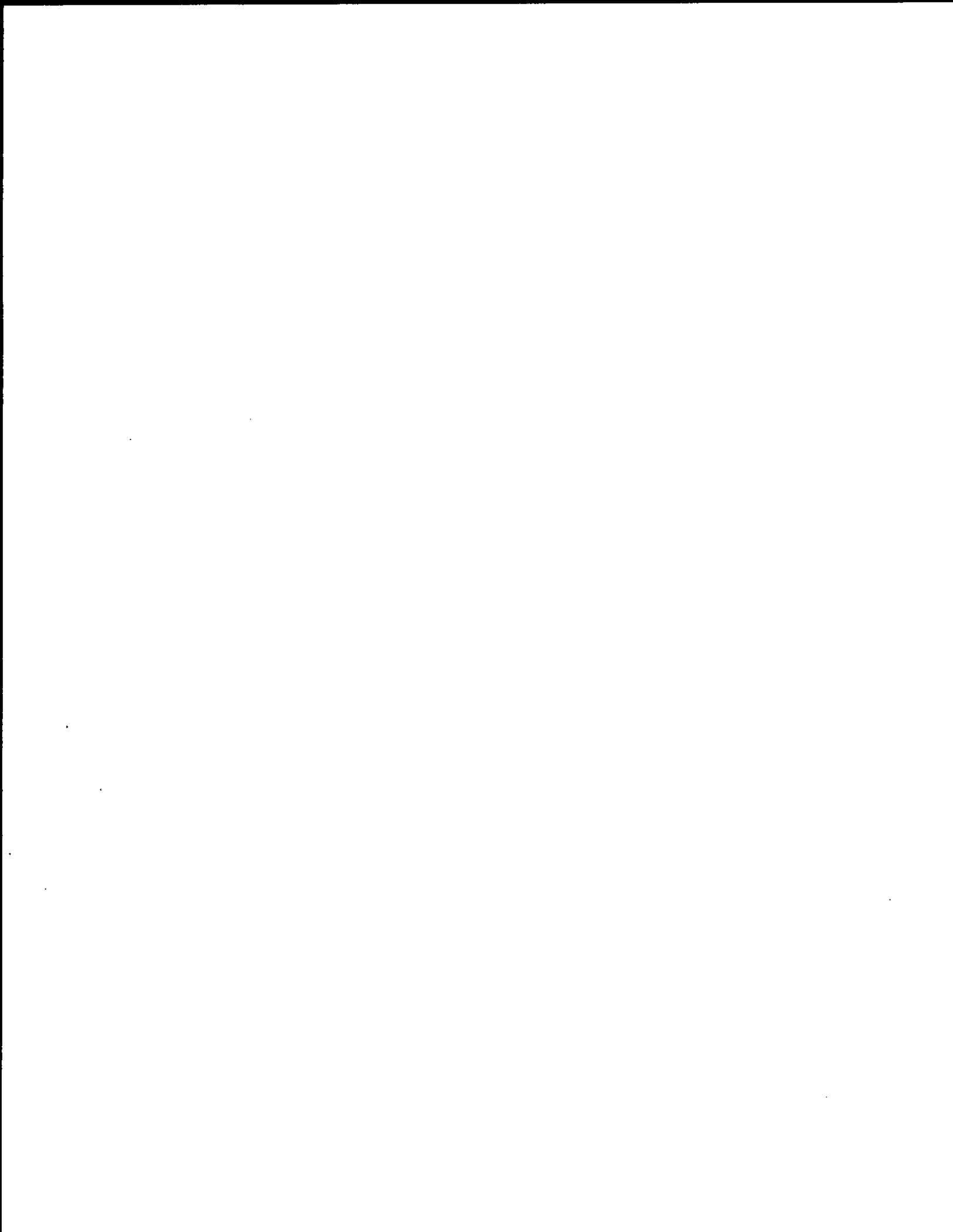
B. Confidential information shall mean all information disclosed to Consultant or Consultant's employees which relates to the Authority's past, present, and future research, development and business activities including, but not limited, to software and documentation licensed to the Authority or proprietary to the Authority. Confidential information shall also mean any other tangible or intangible information or materials including, but not limited, to computer identification numbers, access codes, passwords, and reports obtained during the performance of Consultant's services under this



Agreement. Consultant shall hold all such confidential information in trust and confidence for the Authority, and agrees that Consultant and its employees, agents and representatives will not, during or after the termination or expiration of this Agreement, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Agreement. Consultant and its employees, agents and representatives shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Agreement. Consultant and its employees, agents and representatives shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. Additional obligations with respect to confidentiality and document security are set forth in a *Non-Disclosure and Confidentiality Agreement*, between the Authority and Consultant (the "Confidentiality Agreement"; Exhibit I). Consultant hereby agrees to execute the Confidentiality Agreement.

19. 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, 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 B, C and D above and for all expense 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 he 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 statues respecting suits against the Authority, such defense to be at the Consultant's cost. The provisions of this

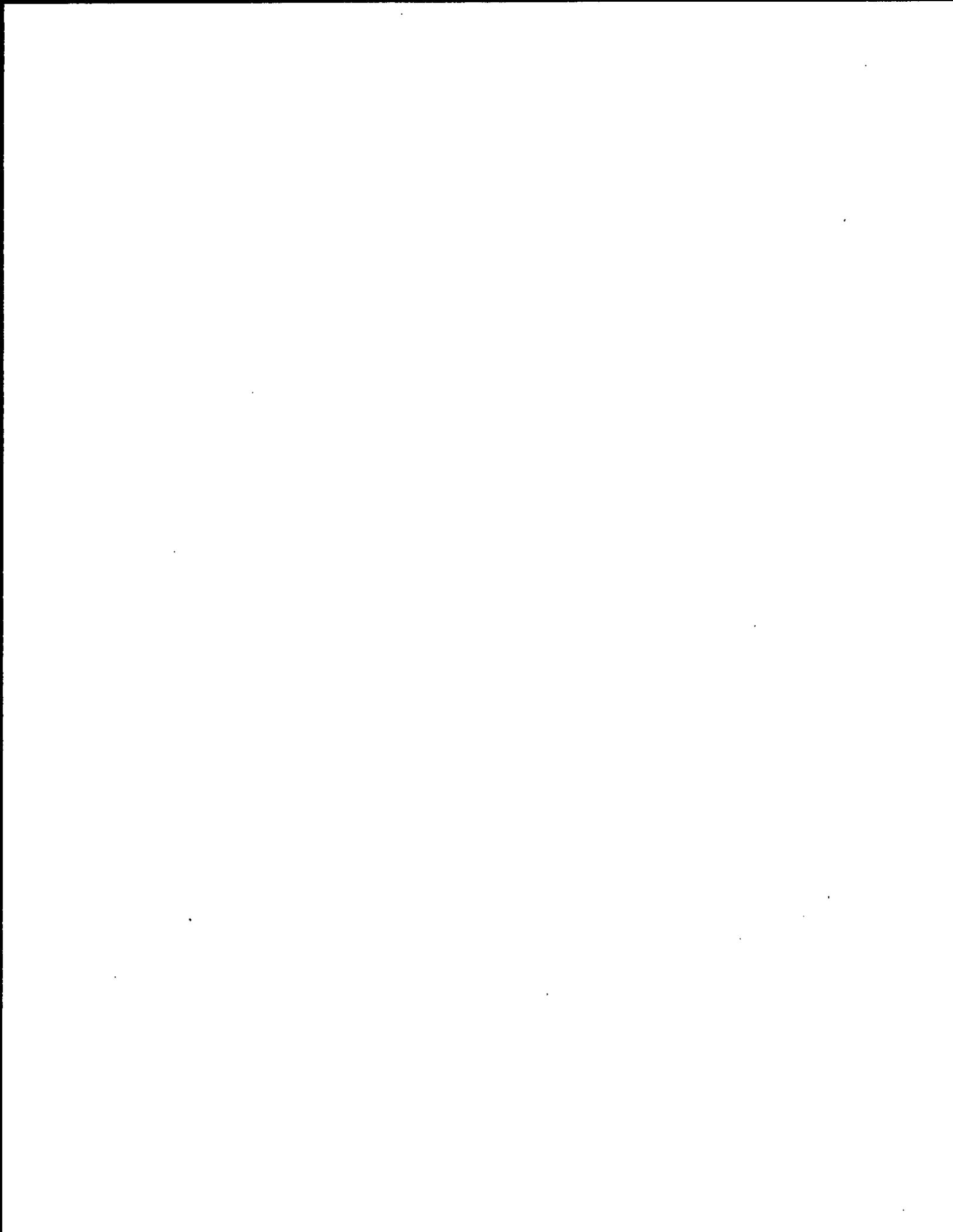


clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against 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 and Newark 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.

20. 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 \$2,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And 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, nonowned and hired autos in not less than \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned 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. 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 separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured. 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 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."

B. Workers' Compensation Insurance:

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.

C. Compliance:

1) 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, including but not limited to the 30 day cancellation notice and containing a separate express statement of compliance with each of the requirements above set forth to the Project Manager.

2) 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.

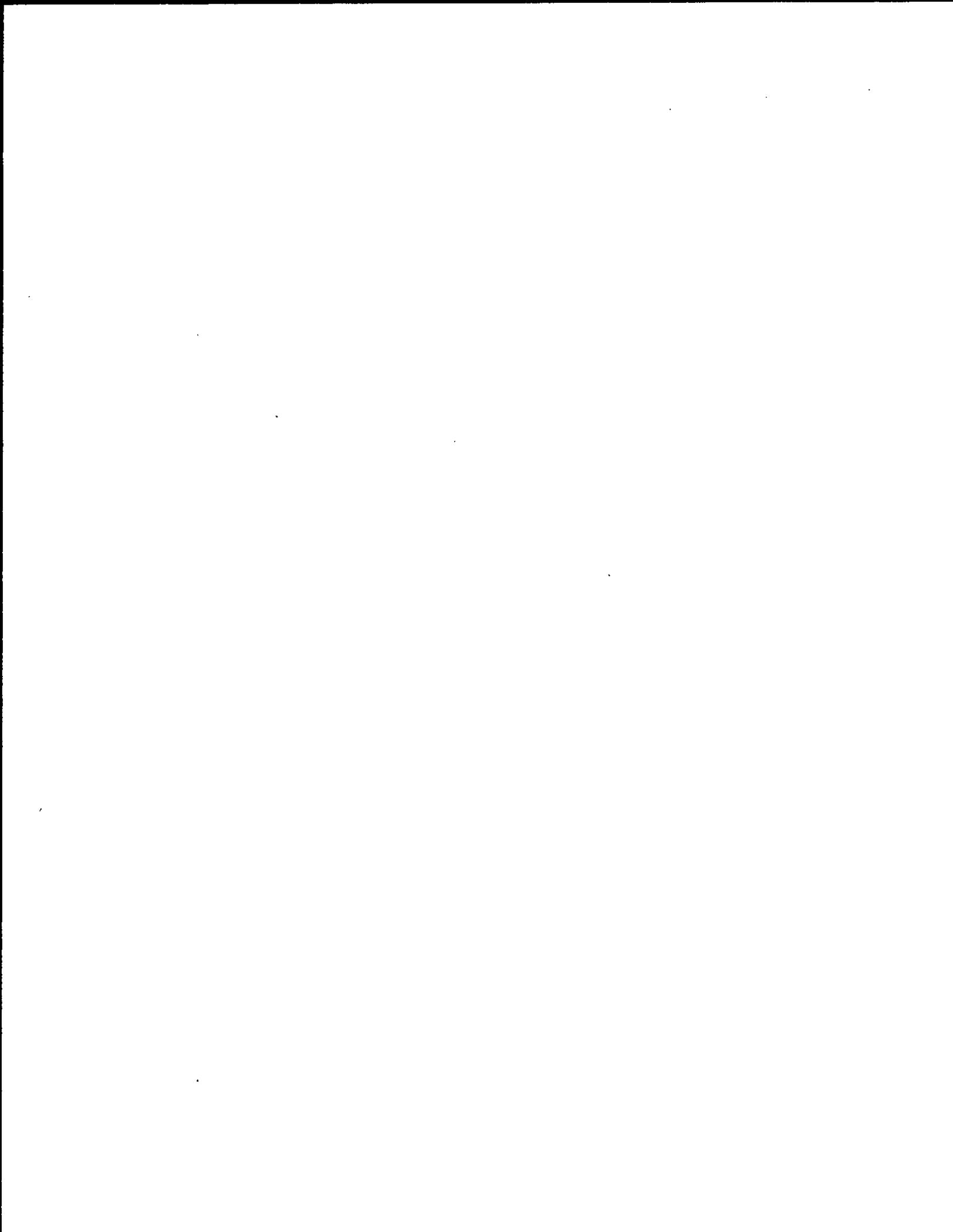
3) The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

4) 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.

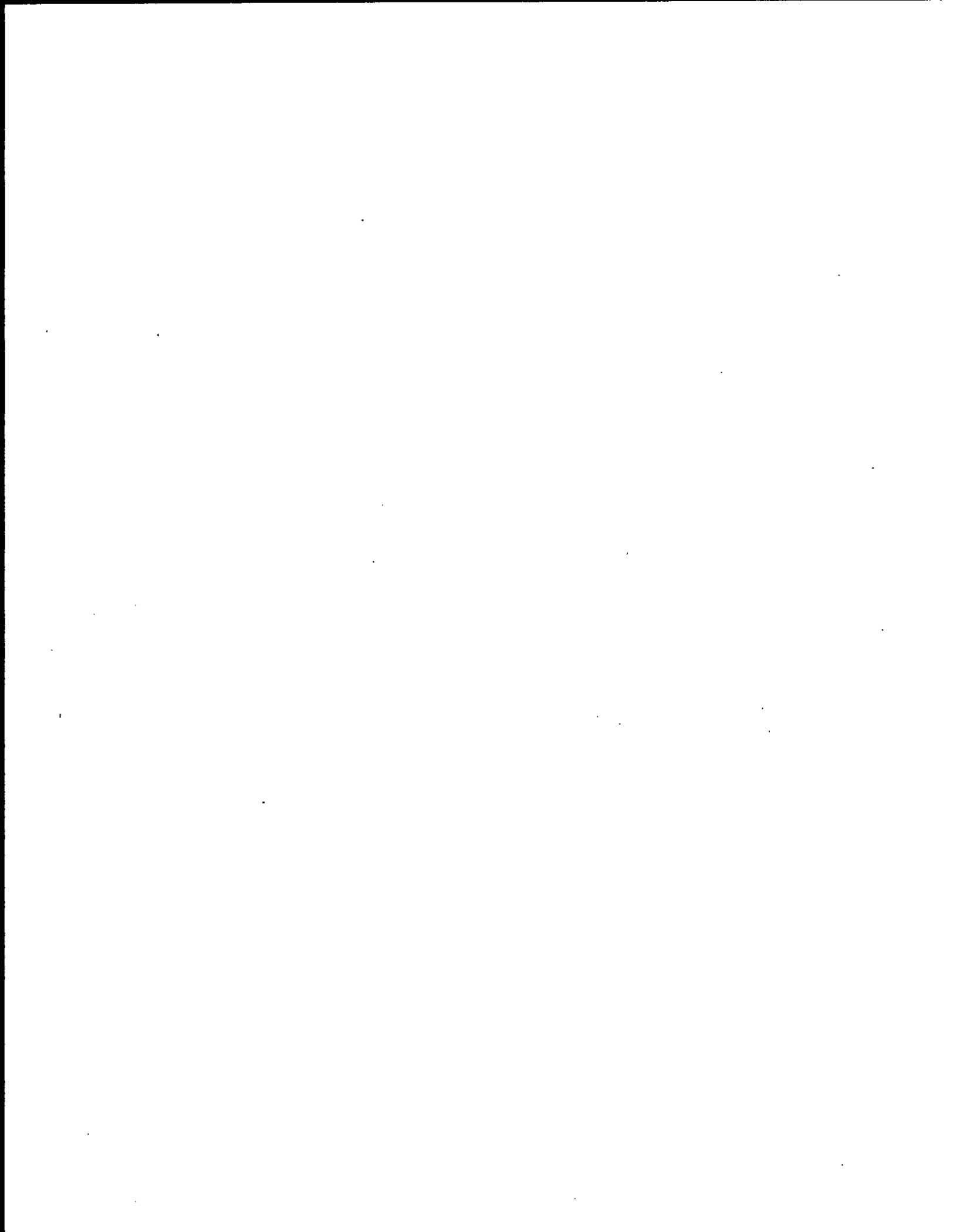
5) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority and its wholly owned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

21. 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;
- 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;
- H. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity;
- I. been organized in or controlled from a country which is subject to any of the following: (i) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, et seq., as amended; (ii) the International Emergency Economic Powers Act of 1976, 50 U.S.C. § 1701, et seq., as amended; and (iii) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. App. § 2405, as amended;
- J. been and does not engage in any dealings or transactions or is blocked or subject to blocking pursuant to Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order"), or is otherwise associated with any such Person in any manner violative of the Executive Order or any State or City of New York or the State of New Jersey statutes, codes, regulations, orders or other governmental action relating to activities referenced in this clause (J);
- K. been and is not on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order ("OFAC") and/or with whom the Landlord is restricted from doing business with under OFAC or under any statute, executive order, or other governmental action or any State or City of New York or the State of New Jersey statutes, codes, regulations, orders or other governmental action relating to activities referenced in this clause (K); and
- L. been and is not involved or has been involved in a material litigation or similar proceeding adverse to the Authority or any subsidiary thereof.



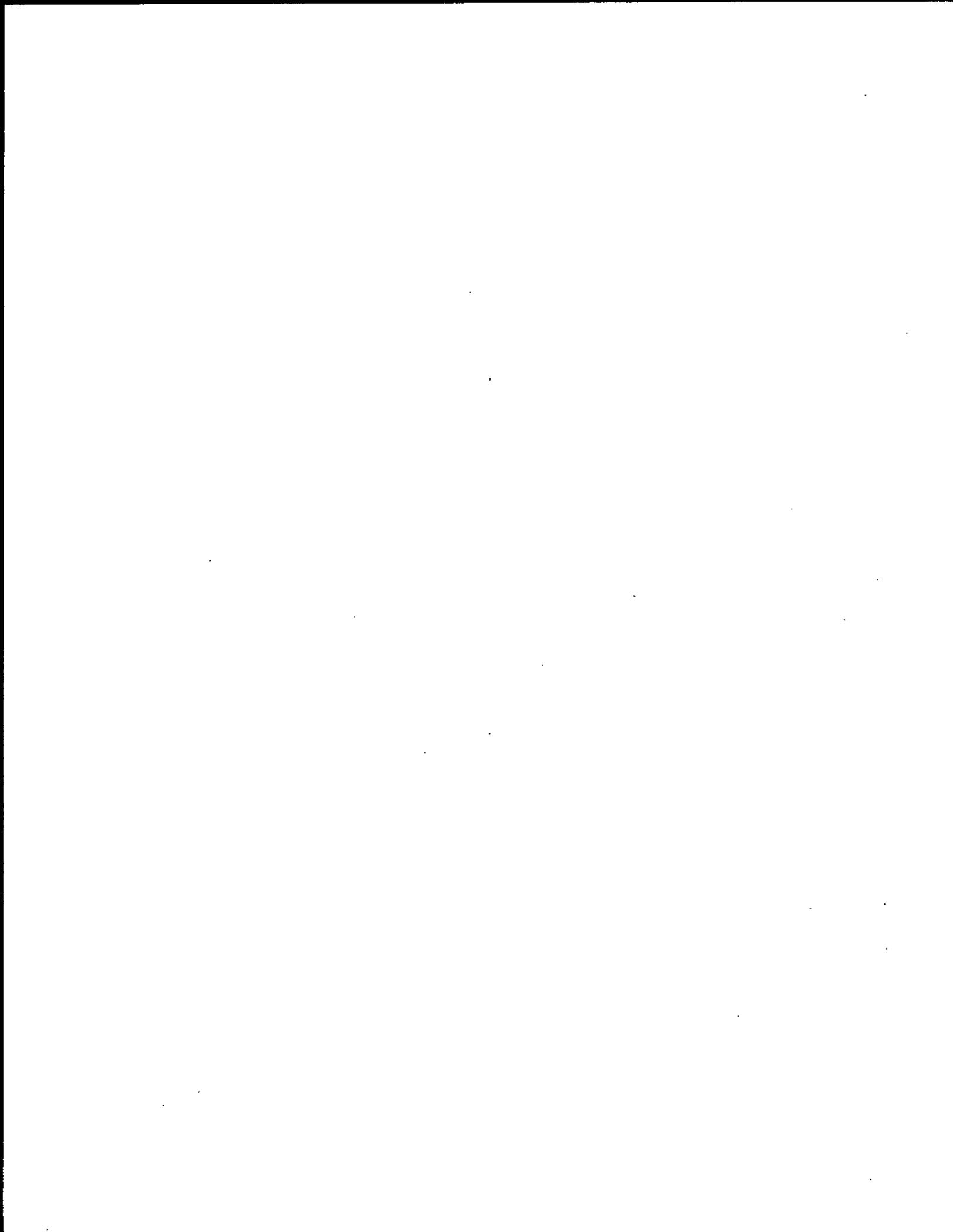
22. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT OR OTHER FEES

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 April 11, 1996 (a copy of which is available upon request to the individual named in the RFP for receipt of Proposer's questions, 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; and
- 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 foregoing certifications, 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 foregoing certifications, 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 foregoing certifications, 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 subsection G, above, 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 individual named in the RFP for the receipt of Proposer's questions). 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 may result in administrative sanctions up to and including a finding of non-responsibility.

Notwithstanding that the Consultant may be able to make the foregoing certifications 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 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 award of this Agreement 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.

23. 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.

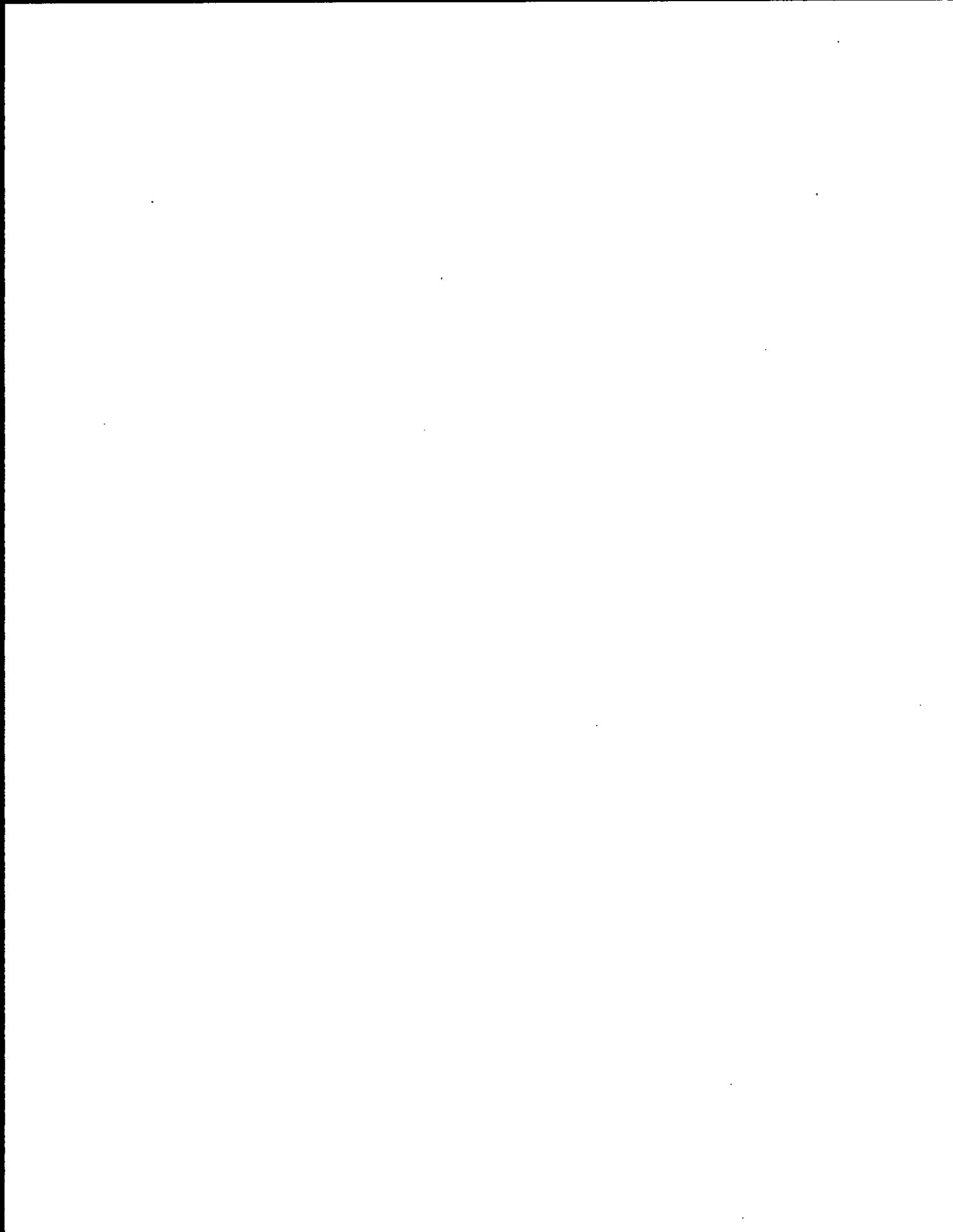
The policy permits a Consultant whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a proposal on an Authority agreement and then to establish that it is eligible to be awarded an agreement on which it has proposed because (i) the state agency determination 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.

24. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

During the term of this Agreement, 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 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 and 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 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 April 11, 1996 (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.

25. 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 if 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 Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director 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 if a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director 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.

26. 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.

27. 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.

28. 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.

29. 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,
THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY
Lillian D. Valenti

Director
Procurement Department
Date _____

ACCEPTED:

CTPartners Executive Search Incorporated

By: Martin Mendelsohn

Title: Partner

Date: September 15, 2011



PREPARED FOR:

The Port Authority of New York and New Jersey

1 Madison Avenue
7th Floor
New York, New York 10010

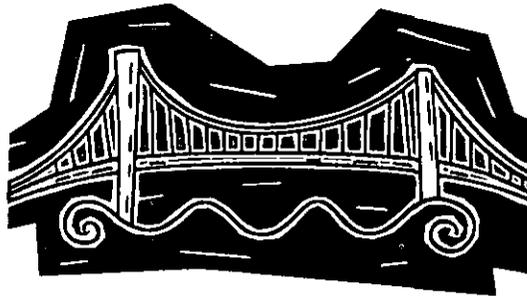
Request for Proposal #25881

SUBMITTED BY:

Monte Block
CEO

Rotator Staffing Services Inc.

557 Cranbury Road
East Brunswick, New Jersey 08816



DUE:

September 21, 2011 at 2:00 PM

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

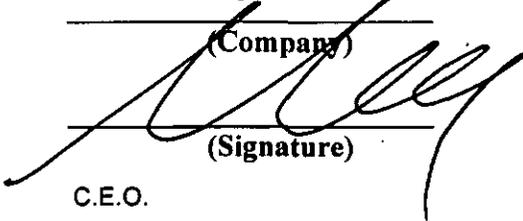
AGREEMENT ON TERMS OF DISCUSSION

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Rotator Staffing Services, Inc.

(Company)



(Signature)

C.E.O.

(Title)

September 19, 2011

(Date)



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TECHNICAL APPROACH	Green
COST PROPOSAL	Pink
CONFLICT OF INTEREST	Orange
EXCEPTIONS	Red
EXHIBITS	Pink
P.A. AGREEMENT	Blue

ATTACHMENT C

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):
Rotator Staffing Services, Inc.

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

East Brunswick, NJ 08816

3. Business Telephone Number: (732) 238-6050

4. Business Fax Number: (732) 238-2152

5. Firm website: www.rotator.net

6. Federal Employer Identification Number (EIN): Ex. 1

7. Date (MM/DD/YYYY) Firm was Established: 04 / 05 / 1995

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
Ex. 1

9. Officer or Principal of Firm and Title:
Monte Block, C.E.O.

10. Name, telephone number, and email address of contact for questions:
Monte Block / (732) 238-6050 / monte@rotator.net

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.



QUALIFICATIONS AND EXPERIENCE OF STAFF

Monte Block- CEO (Chief Executive Officer)

Monte is a Graduate of Brooklyn College '76 (BA) and Pace University '82 (MBA Marketing Management). Thirty-six years' experience in the staffing services industry. He has successfully marketed, serviced, and administered both direct and contract augmentation and partner vendor relationships with many clients. His fields of expertise span the IT, Health, Petrochemical, and Chemical, Commercial, Industrial, and Electronics Industries. His involvement with the Port Authority goes back to 1978.

Fran Semiao- CPO (Chief People Officer)

Ms. Semiao is in this strategic position to assure that the team functions synergistically and is responsive to all client needs. For the past fifteen years, she has functioned in this capacity, complementing the CEO in the day-to-day operations of this organization. She is the go to person for client inquiries, employee issues, and contractual situations. Supported by a large staff, she has 24/7 direct access to the CEO and she creates solutions to issues and resolutions to challenges. She manages a team for the on-boarding process of direct placements.

Marilyn Heiberger- CFO (Chief Financial Officer)

Ms. Heiberger has been working for RSSI since its inception in 1995. Prior work experiences include audit department of Price Waterhouse's Metropolitan Services Group, New York, NY, and Coopers and Lybrand audit department in Princeton, NJ. Ms. Heiberger is a graduate of Brooklyn College, Magna Cum Laude with a Bachelors of Science degree in Accounting. She is responsible for all billing, collections and financial administration of the organization.

Alexander Raue- CIO (Chief Information Officer)

Mr. Raue joined RSSI in 1995, (Seton Hall, '74 BA) to oversee all technical and computer operations, including installations, additions, modifications and updates. He has over 15 years' experience handling information technology, communication networking, and system integrity issues. He monitors an in house server farm, applicant tracking system and ensures the availability and dynamic interchange of information for ten job boards. He also implemented the "Social Media" recruiting tools on all software systems.



Bruce Rosen- Executive Vice President

Mr. Rosen has twenty-six years of experience in the direct placement and contract staffing industry. He is responsible for managing Sales and Staffing of its broad based clientele. Prior to joining Rotator Staffing Services, Inc., he was Project Manager for Volt Technical Services and Hepco, Inc. Overall, Mr. Rosen has over thirty years of experience, from his involvement as a Mechanical Designer to his current position today with Rotator Staffing Services, Inc.

Bonnie Sheiner- Director of Permanent Placements

Ms. Sheiner joined RSSI in 2003, and is a graduate of Syracuse University '76. With her twenty-five years of experience, she has spanned the staffing spectrum through direct placements in the pharmaceutical, chemical, engineering, manufacturing, financial, and legal arenas.

ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND
MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015**

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.

CATEGORY SUMMARY

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1. Engineering/Architecture	N/A	X
2. Construction/Project Management	N/A	X
3. Finance/Real Estate	N/A	X
4. Environment/Energy	N/A	X
5. Information Technology	N/A	X
5a. Transportation (i.e., Aviation, Marine Ports, Rail, Bridges and tunnels)	N/A	X
6. Security/Public Safety	N/A	N/A
7. Corporate Services (i.e., Human Resources, Labor Relations, Procurement, Legal)	N/A	X
8. Diversity (including Military/Veterans)	N/A	N/A

ATTACHMENT F

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND
MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 1- Engineering/Architecture

Placement 1

Client Business Name: Mechoshade Systems, Inc.
Client Address (City & State): Edison, New Jersey
Client Contact Name/Phone#/Email Address: Yokaira Tejada
732-339-751/yokairat@mecoshade.com
Title of Placement: Electrical Systems Technician
Date of Placement: 2010

Placement 2

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Engineer
Date of Placement: 2010

Placement 3

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Designer
Date of Placement: 2010

Placement 4

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Engineer
Date of Placement: 2011

CATEGORY NUMBER & TITLE: 2- Construction/Project Management

Placement 1

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Technical Manager
Date of Placement: 2010

Placement 2

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Project Manager
Date of Placement: 2011

Placement 3

Client Business Name: Aptar Group, Inc.
Client Address (City & State): Congers, New York
Client Contact Name/Phone#/Email Address: Howard Davis
845-639-3695/Howard.davis@aptar.com
Title of Placement: Engineer
Date of Placement: 2011

Placement 4

Client Business Name: Aptar Group, Inc.
Client Address (City & State): Congers, New York
Client Contact Name/Phone#/Email Address: Howard Davis
845-639-3695/Howard.davis@aptar.com
Title of Placement: Engineer
Date of Placement: 2011

CATEGORY NUMBER & TITLE: 3- Finance/Real Estate

Placement 1

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Forecast Analyst
Date of Placement: 2011

Placement 2

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Forecast Manager
Date of Placement: 2011

Placement 3

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Financial
Date of Placement: 2011

Placement 4

Client Business Name: North American Energy Alliance
Client Address (City & State): Iselin, New Jersey
Client Contact Name/Phone#/Email Address: Dawn Weniger
732-623-8850/dawn.weniger@naeallc.com
Title of Placement: Financial Analyst
Date of Placement: 2010

Placement 5

Client Business Name: O.Berk Company, LLC
Client Address (City & State): Union, New Jersey
Client Contact Name/Phone#/Email Address: Tracey Ford
908-851-9500/t.ford@oberk.com
Title of Placement: Financial
Date of Placement: 2010

Placement 6

Client Business Name: ADT Services, Inc.
Client Address (City & State): Boca Raton, Florida
Client Contact Name/Phone#/Email Address: Christie Gibbons
561-981-4513/Christiegibbons@adt.com
Title of Placement: Financial
Date of Placement: 2010

Placement 7

Client Business Name: Kreitler Financial LLC
Client Address (City & State): New Haven, Connecticut
Client Contact Name/Phone#/Email Address: Charles, Kreitler
203-867-4396
charles.kreitler@kreitlerfinancial.com
Title of Placement: Financial
Date of Placement: 2010

CATEGORY NUMBER & TITLE: 4 – Environment/Energy/Health

Placement 1

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Compliance Director
Date of Placement: 2010

Placement 2

Client Business Name: Robert Wood Johnson University
Hospital
Client Address (City & State): New Brunswick, New Jersey
Client Contact Name/Phone#/Email Address: Jason Sigman
732-828-3000
Jason.sigman@rwjuh.edu
Title of Placement: Clinical Director
Date of Placement: 2011

Placement 3

Client Business Name: Manhattan Hematology and Oncology
Associates
Client Address (City & State): New York, New York
Client Contact Name/Phone#/Email Address: Susan Berge
212-689-6791/sberge@mho-ny.com
Title of Placement: Technologist
Date of Placement: 2011

CATEGORY NUMBER & TITLE: 5 – Information Technology

Placement 1

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Technical Systems Administrator
Date of Placement: 2011

Placement 2

Client Business Name: Robert Wood Johnson University
Hospital
Client Address (City & State): New Brunswick, New Jersey
Client Contact Name/Phone#/Email Address: Jason Sigman
732-828-3000
Jason.sigman@rwjuh.edu
Title of Placement: Network Specialist
Date of Placement: 2011

Placement 3

Client Business Name: ADT Services, Inc.
Client Address (City & State): Boca Raton, Florida
Client Contact Name/Phone#/Email Address: Christie Gibbons
561-981-4513/christiegibbons@adt.com
Title of Placement: Senior Information Technology Manager
Date of Placement: 2011

CATEGORY NUMBER & TITLE: 5a – Transportation

Placement 1

Client Business Name: Somfy Systems, Inc.
Client Address (City & State): Dayton, New Jersey
Client Contact Name/Phone#/Email Address: Shiela Diggs
609-395-1300/Shiela.diggs@somfy.com
Title of Placement: Distribution Specialist
Date of Placement: 2010

Placement 2

Client Business Name: Vertis
Client Address (City & State): North Brunswick, New Jersey
Client Contact Name/Phone#/Email Address: Howie Rowling
732-821-3868/hrowing@vertisinc.com
Title of Placement: Distribution Specialist
Date of Placement: 2010

Placement 3

Client Business Name: IH Engineers, PC
Client Address (City & State): Hackensack, New Jersey
Client Contact Name/Phone#/Email Address: Michael Bruno
201-487-1025
Mbruno@lhengineers.com
Title of Placement: Bridge Engineer
Date of Placement: 2010

Placement 4

Client Business Name: Bombardier Transportation Inc.
Client Address (City & State): Newark, New Jersey
Client Contact Name/Phone#/Email Address: Tashia Perez
973-624-9300
Tashia.perez@us.transport.bombardier.com
Title of Placement: Transportation Engineer
Date of Placement: 2011

Placement 5

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Engineer
Date of Placement: 2011

Placement 6

Client Business Name: O.Berk Company, LLC
Client Address (City & State): Union, New Jersey
Client Contact Name/Phone#/Email Address: Tracey Ford
908-851-9500/T.ford@oberk.com
Title of Placement: Warehouse Supervisor
Date of Placement: 2011

CATEGORY NUMBER & TITLE: 7 – Corporate Services

Placement 1

Client Business Name: MISI, Inc.
Client Address (City & State): New York, New York
Client Contact Name/Phone#/Email Address: Cheryl Freedman
212-588-5495/cfreedman@misicompany.com
Title of Placement: Support Representative
Date of Placement: 2011

Placement 2

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Corporate Headquarters Support
Date of Placement: 2010

Placement 3

Client Business Name: Lajobi, Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Chris Moye
609-409-2495/chris.moye@lajobi.com
Title of Placement: Manager
Date of Placement: 2010

Placement 4

Client Business Name: Elementis Specialties, PLC
Client Address (City & State): Heights Town, New Jersey
Client Contact Name/Phone#/Email Address: Frank Vavricka
609-443-3910/frank.vavricka@elementis.com
Title of Placement: Human Resources
Date of Placement: 2010

Placement 5

Client Business Name: North American Energy Alliance
Client Address (City & State): Iselin, New Jersey
Client Contact Name/Phone#/Email Address: Dawn Weniger
732-623-8850/dawn.weniger@naeallc.com
Title of Placement: Executive Administrator
Date of Placement: 2010

Placement 6

Client Business Name: Rhodia Inc.
Client Address (City & State): Cranbury, New Jersey
Client Contact Name/Phone#/Email Address: Dede LaMarche
609-860-4386/dede.lamarche@us.rhodia.com
Title of Placement: Executive Administrator
Date of Placement: 2010

Placement 7

Client Business Name:

O.Berk Company, LLC

Client Address (City & State):

Union, New Jersey

Client Contact Name/Phone#/Email Address:

Tracey Ford

908-851-9500/T.ford@oberk.com

Title of Placement:

Customer Service Manager

Date of Placement:

2011



MANAGEMENT APPROACH

RSSI is considered a generalist in the arena of support for direct hires. Our success has spanned the spectrum of disciplines and industries, across forty three (43) different states in 2010 and 2011. With our Headquarters based in New Jersey, and a local support office in midtown Manhattan, a substantial amount of our revenues are derived from the New York and New Jersey marketplace.

The service commitment of key personnel starts at the top with the CEO.

"Some vendors may offer to become involved with your organization, making commitments to staff that can't be implemented and quickly depart..."

Others stay for a while and imprint positive footprints on a client's growth and development...

Pleased with their contributions, you create a beneficial partnership, and experience integrity and growth together in a long term cohesive partnership.

That is what RSSI is all about."

As Chief Executive Officer of Rotator Staffing Services Inc., I, Monte Block, pledge my full organizational support and corporate resources to become a valuable business partner with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, along with their subsidiaries and holding companies for the implementation of a direct placement service program.

OUR MISSION

Rotator Staffing Services Inc. provides the entire spectrum of quality scientific, financial, administrative, and technical professionals to all of our client facilities and community in a manner that ensures the delivery of a safe, competent, efficient and effective response. All personnel perform duties in compliance with the responsibilities outlined in their profession or specialty as dictated in the job description.

QUALITY CONTROL

At RSSI, we strive to partner with our clients to achieve and uphold the highest level of service. We maintain trusted relationships with all our employees, giving us access to professionals otherwise not available to the general public. We have compiled a database of hundreds of superior, pre-screened professionals. At RSSI, we pride ourselves on our high level of customer support. When you call, a service representative will attend to all your needs, not a machine. We maintain 24 X 7 personal phone coverage to support all requirements.



When we receive a request for new personnel the following cycle is put into motion:

- The requirement is reviewed, analyzed and assigned for coverage by the Project Manager.
- The specific job queries for that classification are assigned
- The Staffing Specialist accesses the computerized databases and the Internet Search Engines, which allow them to create and manipulate data files
- The resumes and folders are reviewed and evaluated for determination of compatibility
- Test results are reviewed for competency levels
- If the candidate is qualified, the candidate is contacted and interviewed for the specific job. Whenever possible we perform a lengthy in person face-to-face interview with our potential candidates. We also utilize Skype and video conferencing for out of town candidates. These personal interviews, allow us to "read" the candidates and drill down to a level of interviewing that will ultimately bring us to an extremely high level of success
- References are requested to verify past performance and organizational alliances
- Background investigation, education verification, validation, and certification is processed and testing is performed and evaluated
- All employees must comply with a stringent qualification process, which includes:
 - Health screenings
 - Competency testing
 - Skills checklists
 - Mandatory in-service programs
 - Orientation programs
 - Credential verifications
 - Performance review
 - Continuing education
- Resume is submitted to the client for review

Our employee's backgrounds and credentials are checked frequently to ensure only the most experienced people. When working with RSSI, you can expect dependable and competitively priced individuals, even when the needs are immediate. Our credo is:

"PROVIDING SOLUTIONS TO TOMORROW'S CHALLENGES"



TECHNICAL APPROACH: SEARCH METHODOLOGY

Recruiting quality candidates breaks down into two buckets of approaches; active and passive. Our designated team of twenty one (21) staffing specialists each has their own niche specialties, as well as approaches to successfully staffing client's needs.

Each approach requires the utilization of a sophisticated Applicant Tracking System, the following of a process log of techniques, and the documenting of all activities. Every Staffing Specialist is equipped with multiple screens for information access, online resources for assistance, T-3 communication chutes, private direct dial lines with twinning capabilities to automatically ring on a specified phone (cell, home, blackberry) when they are out of the office, and a ten person human interface administrative team. The two approaches entail:

<u>Passive</u>	<u>Active</u>
Linked-in	Monster Job Board
Facebook	CareerBuilder Job Board
Spoke	Bull Horn (in house database)
Twitter	Advertising
Onion Peel Back (cold research)	On-line Postings
Referrals	Job Fairs
Plaxo	Dice
Simply Hired	Grab It
Indeed	Craig's List

All potential candidates are screened for KPI (key performance indicators) and rated based on their technical skills, geographical location and desire, financial requirements and needs, and the percentage match to the client requirements.

Each potential employee is tested, screened, validated, verified and researched, and then and only then the top performers are submitted to the client for review and evaluation.

The team at Rotator Staffing Services, Inc. is proud of the prominent list of diversified client companies that we have provided services to over the recent past. They include, but by no means limited to:

- | | | |
|------------------------|------------------------------------|--------------------|
| ↓ Acculabs | ↓ Booze Allen Hamilton | ↓ First Energy |
| ↓ Akcros Chemicals | ↓ Bovis Inc. | ↓ Genpath |
| ↓ Akzo Nobel Chemicals | ↓ Bristol Myers Squibb | ↓ GE Energy |
| ↓ ADT | ↓ Brookhaven National Laboratories | ↓ Howmedica |
| ↓ Amersham Biosciences | ↓ Cancer Institute of NJ | ↓ HQSI |
| ↓ Anheuser Busch Co. | ↓ Chubb Group | ↓ Hess Corporation |
| ↓ Apria Healthcare | ↓ Church and Dwight | ↓ HSH Nordbank |
| ↓ Atos Origin | ↓ CH2M Hill | ↓ IFF |



- ↓ AT&T
- ↓ Aurobindo Pharma Ltd.
- ↓ Aurolife Pharma Ltd.
- ↓ Avaya
- ↓ BASF
- ↓ Bechtel National Inc.
- ↓ Bellevue Hospital
- ↓ Belvidere Pharmaceutical Services
- ↓ Better Billing Company
- ↓ Bio-Reference Labs
- ↓ Bombardier Inc.
- ↓ Merck Pharmaceutical
- ↓ MISI Inc.
- ↓ MTA
- ↓ Nestles USA Inc.
- ↓ New York Blood Services
- ↓ Nextera
- ↓ Northeast Utilities
- ↓ Northrop Grumman
- ↓ NYCTA
- ↓ NYCSCA
- ↓ NYPA
- ↓ OGS-NYS
- ↓ Parsons Brinkerhoff
- ↓ Pepsi Inc.
- ↓ Clinical Laboratory Partners
- ↓ Con Edison
- ↓ Coram Healthcare
- ↓ Credit Suisse
- ↓ Daiichi Sankyo
- ↓ Dewberry
- ↓ EAI
- ↓ EDO
- ↓ Elementis Specialties
- ↓ Exxon/Mobil
- ↓ Ferguson Enterprises
- ↓ Pfizer
- ↓ Pharmagen/ Geneva
- ↓ Phillips Van Heusen
- ↓ Pitney Bowes
- ↓ Port Authority NY & NJ
- ↓ Princeton Plasma Physics Lab
- ↓ Princeton University
- ↓ Proctor and Gamble
- ↓ PSE&G
- ↓ Quest Diagnostics Laboratories
- ↓ Rhodia Inc.
- ↓ RMS Lifeline
- ↓ Rutgers University
- ↓ Robert Wood Johnson University Hospital
- ↓ IMS
- ↓ IH Engineers
- ↓ ITT
- ↓ Johnson & Johnson
- ↓ Kraft Foods Inc.
- ↓ Lajobi Industries
- ↓ Manhattan Diagnostic Radiology
- ↓ Mauser Corp USA
- ↓ MediLabs
- ↓ McGraw Hill
- ↓ Medicia Inc.
- ↓ SAIC
- ↓ Sandoz Inc.
- ↓ Schering Plough
- ↓ Schweitzer Maduit
- ↓ Software House International
- ↓ Siemens International
- ↓ Somerset Medical Center
- ↓ Stryker Orthopedics
- ↓ Symbol Technologies
- ↓ TEVA Pharmaceuticals
- ↓ UMDNJ
- ↓ University of Southern California
- ↓ Verizon Inc.



COST INFORMATION

When the services of the Consultant consist of performing Mid-level Search services, as approved in advance by the Authority, the Authority shall pay Rotator Staffing Services Inc. at a rate not to exceed 15% 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.



ROTATOR STAFFING SERVICES INC.'S AFFILIATES

Rotator Staffing Services Inc., incorporated in 1995, is a part of a family of three fully independent organizations, which can be used at The Port Authority's request without any contractual changes, if you so desire. While RSSI specializes on government contracts, contract and permanent placements, and any clearance request, the sister organization, Medical Staffing Services Inc., is a Joint Commission certified organization and a GSA Certified organization, specializing in contract and permanent healthcare staffing solutions. Industrial Staffing Services Inc. is a nationally certified Women Business Enterprise (WBE) and a Certified Small Business Enterprise (SBE), which focuses on light industrial staffing. ISSI offers clients the flexibility of staffing solutions as well as our proprietary in-house payrolling system, all while achieving diversity spend. The three organizations offer satellite offices spread throughout the east coast, which extend from New York City down to Florida. Together, the three autonomous organizations synergistically provide the total solution to any human capital need.



CONFLICT OF INTEREST STATEMENT

Rotator Staffing Services Inc. has no conflicts of interest, and do not foresee any issues with the proposed guidelines of the proposal.



AGREEMENT TO TERMS

Rotator Staffing Services Inc. is pleased to inform you that we have reviewed the proposed Standard Agreement and its terms, and if we are a chosen organization, we take no exceptions to the agreement as written.

EXHIBIT I
NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN

Rotator Staffing Services, Inc.

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of this 19th day of September, 2011, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and Rotator Staffing Services, Inc. having an office and place of business at 557 Cranbury Road, East Brunswick, NJ 08816 (address) ("Recipient").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge (collectively, the "Project(s)", or "Proposed Project(s)"), and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "Parties") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **“Authorized Disclosure”** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **“Confidential Information”** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the

Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(c) **“Confidential Privileged Information”** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) **“Confidential Proprietary Information”** means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) **“Confidentiality Control Procedures”** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) **“Critical Infrastructure Information”** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII”, as provided for in the referenced rules and regulations and any amendments thereto.

(g) **“Information”** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) **“Limited Access Safety and Security Information”** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and

might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **"Port Authority Handbook"** means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **"Sensitive Security Information"** has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

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

4. **Retention Limitations; Return of Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** 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. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. **"Port Authority Legislation"** shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a **"notice"**) that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

If to the Port Authority: The Port Authority of New York and New Jersey

with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO

If to the Recipient: Monte Block

with a copy to: Rotator Staffing Services, Inc.
557 Cranbury Road
East Brunswick, NJ 08816

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: 

Print Name: Monte Block

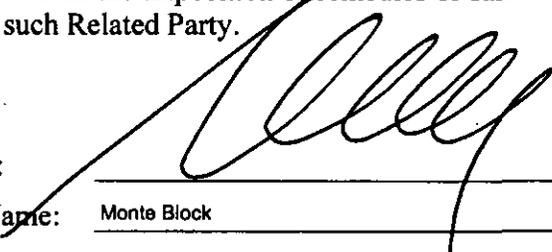
Title: C.E.O.

Date: September 19, 2011

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

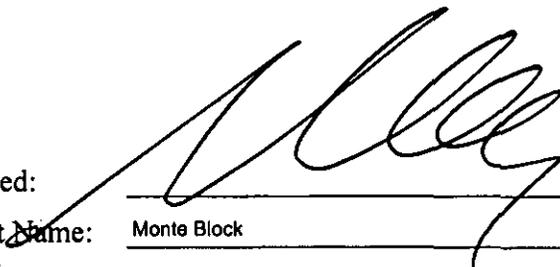
The undersigned, Monte Block (name of authorized signatory), is the C.E.O. (Title) of Rotator Staffing Services, Inc. (name of entity), a New Jersey "S" Corporation (type of entity and jurisdiction of formation) ("**Related Party**"), located at 557 Cranbury Road, East Brunswick, NJ 08816 (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of C.E.O. (describe scope of work of Related Party) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated September 19, 2011, between Rotator Staffing Services, Inc. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

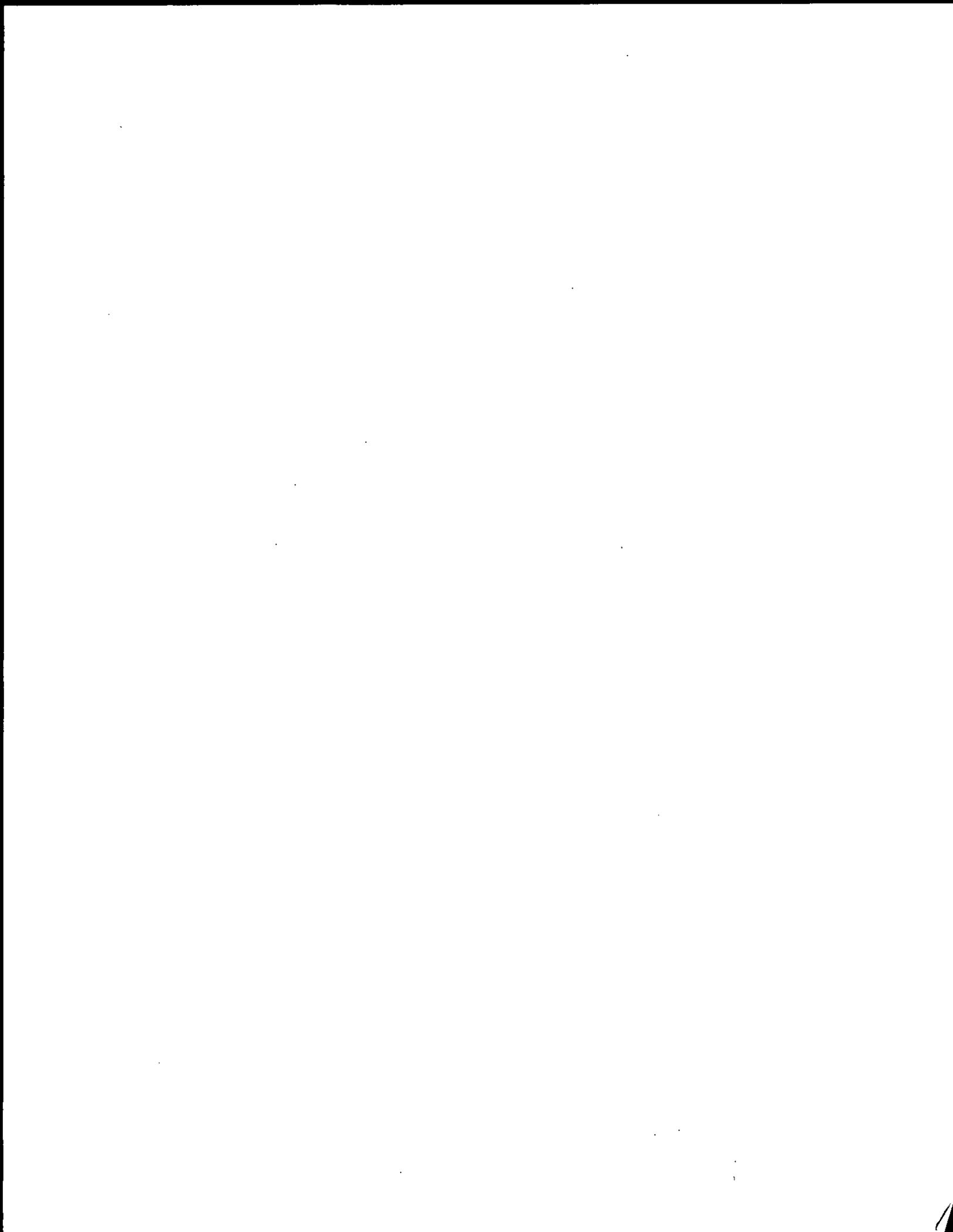
Signed: 
Print Name: Monte Block
Title: C.E.O.
Date: September 19, 2011

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Monte Block (name of employee) ("**Related Party**"), am employed as a(n) C.E.O. (job title) by Rotator Staffing Services, Inc. (name of employer). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Rotator Staffing Services, Inc. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated September 19, 2011 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Rotator Staffing Services, Inc. (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 
Print Name: Monte Block
Title: C.E.O.
Date: September 19, 2011



P.A. Agreement #***-11-***

DATE September 19, 2011

FIRM Rotator Staffing Services, Inc.

**** 557 Cranbury Road

East Brunswick, NJ 08816

Attention: CONTACT, TITLE Monte Block, C.E.O.

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011 - 2015

Dear M*. ***:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain <FIRM NAME> (hereinafter referred to as "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 an "as-needed" basis during 2011 - 2015.

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 Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Director of the Human Resources Department acting either personally or through his 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.

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

Rotator Staffing Services, Inc.

09/19/2011

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 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 her sole opinion said items are not in accordance with the requirements of this Agreement or sound recruitment practices. 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 its responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule, and a complete work product done in accordance with industry best practices.

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.

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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. Out-of-pocket expenses are the expenses necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder as approved in advance by the Director. Out-of-pocket expenses 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; travel and local transportation; and meals and lodging on overnight trips. The expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges; typing, utilization of computer systems, cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

D. 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 shall be reimbursable hereunder when approved in advance in writing by the Director. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (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

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out-of-pocket expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

E. 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.

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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, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Director.

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 nor 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

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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.

17. 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.

18. NOTIFICATION OF SECURITY REQUIREMENTS

A. The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. 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, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant identity checks and background screening, including but not limited to: 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; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff authorize the Authority or its designee to perform background checks. 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 cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff during the term of this Agreement to address changing security conditions and/or new governmental regulations.

B. Confidential information shall mean all information disclosed to Consultant or Consultant's employees which relates to the Authority's past, present, and future research, development and business activities including, but not limited, to software and documentation licensed to the Authority or proprietary to the Authority. Confidential information shall also

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mean any other tangible or intangible information or materials including, but not limited, to computer identification numbers, access codes, passwords, and reports obtained during the performance of Consultant's services under this Agreement. Consultant shall hold all such confidential information in trust and confidence for the Authority, and agrees that Consultant and its employees, agents and representatives will not, during or after the termination or expiration of this Agreement, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Agreement. Consultant and its employees, agents and representatives shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Agreement. Consultant and its employees, agents and representatives shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder.

Additional obligations with respect to confidentiality and document security are set forth in a Non-Disclosure and Confidentiality Agreement, between the Authority and Consultant (the "Confidentiality Agreement"; Exhibit I). Consultant hereby agrees to execute the Confidentiality Agreement.

19. 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, 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 B, C and D above and for all expense 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 he 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

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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 and Newark 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.

20. 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 \$2,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And 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 \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned 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. 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

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Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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 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."*

B. Workers' Compensation Insurance:

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.

C. Compliance:

1) 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, including but not limited to the 30 day cancellation notice and containing a separate express statement of compliance with each of the requirements above set forth to the Project Manager.

2) 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.

3) The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume. 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.

4) 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.

5) 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 and its wholly owned entities 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.

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**21. 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;

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;

H. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity;

I. been organized in or controlled from a country which is subject to any of the following: (i) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, et seq., as amended; (ii) the International Emergency Economic Powers Act of 1976, 50 U.S.C. § 1701, et seq., as amended; and (iii) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. App. § 2405, as amended;

J. been and does not engage in any dealings or transactions or is blocked or subject to blocking pursuant to Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order"), or is otherwise associated with any such Person in any manner violative of the Executive Order or any State or City of New York or the

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State of New Jersey statutes, codes, regulations, orders or other governmental action relating to activities referenced in this clause (J);

K. been and is not on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order ("OFAC") and/or with whom the Landlord is restricted from doing business with under OFAC or under any statute, executive order, or other governmental action or any State or City of New York or the State of New Jersey statutes, codes, regulations, orders or other governmental action relating to activities referenced in this clause (K); and

L. been and is not involved or has been involved in a material litigation or similar proceeding adverse to the Authority or any subsidiary thereof.

22. 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 April 11, 1996 (a copy of which is available upon request to the individual named in the RFP for receipt of Proposer's questions, 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; and

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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 foregoing certifications, 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 foregoing certifications, 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 foregoing certifications, 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 subsection G, above, 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 individual named in the RFP for the receipt of Proposer's questions). 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 may result in administrative sanctions up to and including a finding of non-responsibility.

Notwithstanding that the Consultant may be able to make the foregoing certifications 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 of any change of circumstances which might under this clause make it unable to make the foregoing

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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 award of this Agreement 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.

23. 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.

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24. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

During the term of this Agreement, 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 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 and 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 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 April 11, 1996 (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.

25. 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

Rotator Staffing Services, Inc.

09/19/2011

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 if 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 Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director 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 if a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director 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.

26. 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

FIRM NAME

- PAGE 16 -

DATE

Rotator Staffing Services, Inc.

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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.

27. 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.

28. 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.

29. 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,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

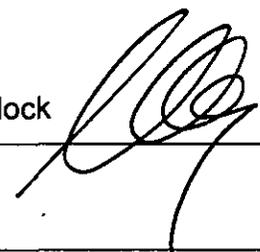
Lillian D. Valenti
Director
Procurement Department

Date _____

ACCEPTED:

Rotator Staffing Services, Inc.

<FIRM NAME>

By: Monte Block 

Title: C.E.O.

Date: September 19, 2011

FIRM NAME

- PAGE 17 -

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 "28" 28" to "29" and insert a new Paragraph "28" as follows:

29. 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.



September 16, 2011

Dear Sir or Madam:

Please accept our submission to The Port Authority of New York and New Jersey for your "Request for proposals for performance of expert recruitment services for executive and mid-level staff as required on a "call-in" basis during 2011-2015, RFP# 25881."

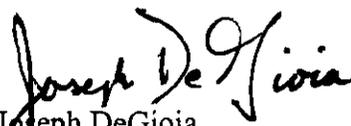
Enclosed are the following:

- One bound reproducible original proposal
- Seven copies of the proposal
- Eight compact discs of the proposal

Thank you for the opportunity to be of assistance in your senior hiring needs.

If you have additional questions, please contact me at 301-340-2210 or you can email me at degioia@jdgsearch.com.

Sincerely,


Joseph DeGioia
President
JDG Associates, Ltd.
1700 Research Boulevard
Rockville, Maryland 20850



1700 Research Boulevard Rockville, Maryland 20850

301-340-2210

EXECUTIVE SEARCH CONSULTANTS

**PROPOSAL to PROVIDE the PORT AUTHORITY of NEW YORK and NEW JERSEY
(the Authority) RECRUITMENT SERVICES for EXECUTIVE STAFF
(RFP# 25881)**

Presented by:

**JDG Associates, Ltd.
1700 Research Boulevard
Rockville, MD 20850**

September 16, 2011

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1700 Research Boulevard Rockville, Maryland 20850

301-340-2210

EXECUTIVE SEARCH CONSULTANTS

**PROPOSAL to PROVIDE the PORT AUTHORITY of NEW YORK and NEW JERSEY
(the Authority) RECRUITMENT SERVICES for EXECUTIVE STAFF
(RFP# 25881)**

SUMMARY/OVERVIEW

a.) INTRODUCTION TO JDG ASSOCIATES, Ltd.

JDG Associates, Ltd., founded in 1973 by its President, Joe DeGioia, has served its clients as a trusted source of skilled professionals since its inception. Hiring the right employees is central to the success of any organization, and JDG has played an integral role in these efforts for its clients since its founding. JDG has an excellent record of achievement in the identification and recruitment of individuals for clients in the government (federal, state, and local agencies); association and not-for-profit; management science/engineering; information technology and management consulting fields.

b) WHY UTILIZE JDG?

JDG Associates, Ltd. has the resources, experience, reputation and staff necessary to provide the Authority with the executive search services it is seeking, now and in the future.

JDG has a long-standing presence in the executive search field. With its headquarters in the Washington, D.C. area, it has a high level of name recognition. The *Washington Business Journal's* consistently ranks JDG as one of the largest executive search firms in the Washington, D.C. area. However, we also conduct many searches for clients throughout the United States. (As an example, we have

successfully conducted several searches for the State of Georgia). Please view our website's "list of completed searches" (www.jdgsearch.com) for additional examples.

JDG approaches each recruitment assignment with one goal in mind: identifying the right individual for the client's position and organization. Each search begins with an in-depth meeting with the client, to gain a thorough understanding of its organization and its professional needs. In the case of the Authority, this meeting will be with the Director of the Human Resources Department and any additional Authority staff he/she suggests. We will meet with them to assess the Authority's needs and determine the type of individual desired for the particular position. While each candidate presented must meet the client's skills and experience requirements, we believe it is just as important that a candidate fit well with the client's organization and its culture. In our view, this is essential to a mutually beneficial, long-term relationship between the client and the candidate the client selects.

JDG is rigorous and thorough in qualifying candidates. We conduct in-person interviews with each candidate to explore his or her experience and skills, career goals and personal compatibility with the client. We accurately portray the client organization, position to be filled, and opportunities, to ensure that only those candidates genuinely interested are presented to the client for an interview.

We employ proven networking and direct sourcing techniques that are strengthened by our internal database of over 100,000 candidates. With more than 4,000 placements since its inception, JDG has developed an extensive network of contacts from which to draw for future searches.

We believe that a good deal of our success can be attributed to the level of communication we maintain with our clients and our candidates. From the moment we are engaged to conduct a search for a client, communication becomes essential. We continually update them on our progress. As we begin to identify potential candidates, we keep the client informed of any difficulties we might encounter regarding identifying the "ideal" candidate profile, and make recommendations as to ways to overcome these difficulties. Conversely, we ask that the client let us know immediately if any changes occur on their end (e.g., required skills/experience, compensation, timing, etc.).

As the process continues, we are regularly in touch with potential candidates as well. We keep all parties informed regarding level of interest, interview arrangements, etc. If, for some reason, there is a period of time before the first interview, or between the first and subsequent interviews, or after interviews prior to a decision being made, we make a point of letting all candidates know. We seek to ensure their level of interest is maintained. We also want to know if anything changes from their standpoint (e.g., other interviews, a competing offer). If we become aware of a situation which might cause a candidate to need to make a decision earlier than originally thought, we let the client know immediately. In this way, if the client has a high level of interest in this

particular candidate, the client will know they need to come to a decision on a more timely basis.

Clients and candidates are given the office, home, cell phone numbers and email addresses of each JDG staff member assigned to the search. In addition, our Administrative Staff is always aware of where/when the staff can be reached. Recognizing the importance of Administrative Staff, it is meaningful to note that the key individual providing administrative support on this effort has been with JDG Associates for over 15 years.

JDG has built an enviable reputation in serving the public sector to include federal, state, county, and city government. We have performed multiple, successful executive searches for the NEON (the National Ecological Observatory Network), Department of Transportation, the United States Department of Agriculture, the Government Accountability Office (GAO), the U.S. Patent and Trademark Office (USPTO), the Securities and Exchange Commission (SEC), NIST, the Federal Election Commission (FEC), and the State of Georgia. We have also completed searches for the Director of the Office of Oil and Gas for the Department of Energy's Energy Information Administration as well as the Chief Information Officer for Montgomery County, Maryland.

JDG has completed many executive searches in categories directly applicable to the needs of the Authority including, but not limited to: Environment/Energy, Information Technology, and Transportation.

We strongly believe that JDG is well-positioned to effectively respond to the search and recruiting needs of the Authority. The longevity of our organization, and our outstanding record of success, make JDG the ideal resource for the Authority. JDG instills a high level of professionalism when dealing with clients and candidates. We deal honestly and candidly. We screen tightly and effectively. We become an extension of our client. We work long, hard, and smart.

To learn more about JDG, please visit our website: www.jdgsearch.com

SECTION A:
ATTACHMENT B
AGREEMENT on TERMS of DISCUSSION

ATTACHMENT B

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 therefore (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. The foregoing applies to any information, whether or not given at the invitation of the Authority. Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporateinformation/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

JDG Associates, Ltd.
NAME OF COMPANY

 (signed)
SIGNATURE OF OFFICER

President
TITLE

September 7, 2011
DATE

SECTION B:
ATTACHMENT C.
COMPANY PROFILE

ATTACHMENT C

COMPANY PROFILE

1. Company Name (print or type):
JDG Associates, Ltd.
2. Business Address:
1700 Research Boulevard
Rockville, MD 20850
3. Business Telephone Number:
301-340-2210
4. Business Fax Number:
301-762-3117
5. Firm website:
www.jdgsearch.com
6. Federal Employer Identification Number (EIN):
Ex . 1
7. Date (MM/DD/YYYY) Firm was Established: 04/01/1973
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
N/A
9. Officer or Principal of Firm and Title:
Joseph DeGioia, President
10. Name, telephone number, and email address of contact for questions:
Joseph DeGioia, 301-340-2210, degioia@jdgsearch.com
11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification. Federal Employer Identification Number (EIN): _

SECTION C:
ATTACHMENT D
CATEGORY SUMMARY

ATTACHMENT D

CATEGORY SUMMARY

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.

Functional Category Number and Title	Executive Searches (Retainer)	Mid-Level Searches (Contingency)
1 - Engineering/Architecture		
2 - Construction/Project Management		
3 - Finance/Real Estate		
4 - Environment/Energy	X	
5 - Information Technology	X	
5A - Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)	X	
6- Security/Public Safety		
7 - Corporate Services (e.g. Human Resources, Labor Relations, Procurement, Legal)		
8 - Diversity (including Military/Veterans)		

SECTION C.1.:
QUALIFICATIONS AND EXPERIENCE OF STAFF

SECTION C.1.:

QUALIFICATIONS AND EXPERIENCE OF STAFF

KEY PERSONNEL:

Joseph DeGioia, the President of JDG, earned his undergraduate degree in Industrial Relations at NYU. Following positions with Booz Allen Hamilton and the recruiting firm of Alden Associates, he founded JDG Associates, Ltd. in 1973. A highly regarded executive recruiter, Mr. DeGioia has a wide range of contacts in the management and technical fields and extensive experience completing searches for senior-level economists and statisticians. Mr. DeGioia is a founder and past President of the Maryland Recruiters Association.

Barbara Blim earned both her undergraduate degree and MBA from Washington University in St. Louis. She began her career in executive recruiting upon graduation. In 1987, Ms. Blim joined Heidrick & Struggles, working there for over 2 years. She joined JDG Associates, Ltd. in 1991. Ms. Blim has developed a strong reputation in the recruitment of technical and management-level professionals for clients in the government (federal, state, and local), high-technology, financial services, and management consulting industries.

Darren DeGioia, a graduate of Boston College with a BS in Marketing, joined JDG Associates in 1999. Mr. DeGioia has developed a strong niche in the areas of Quantitative Sciences, Information Technology, Governmental Consulting, Accounting and Finance, and Real Estate. He serves as Vice President and Treasurer of the Maryland Recruiters Association.

Jennifer Moss, has been a professional search consultant with JDG Associates since 2007. Ms. Moss earned her BA at West Virginia Wesleyan College and MA from West Virginia University in Corporate Communications, joined JDG in 2007. From her prior experience as Associate Director of Admission & Alumni Relations, Ms. Moss has developed a strong background recruiting within the fields of higher education along with the functional areas of finance, accounting, legal and information technology.

Tiffany McCarthy, has deep experience in the human capital profession. Prior to joining JDG in 2005, she was with Stanton Chase International, a retained executive search firm. She serves clients in the association, non-profit, education, publishing, financial services, and technology industries. Ms. McCarty earned her BA in Communications from the University of Denver.

Paul Belford, a graduate of Boston College with an MA from Fordham University, joined JDG Associates in 1993. He has been a professional search consultant since 1990 and directs JDG's Association Search Practice. Mr. Belford specializes in the recruitment of Chief Staff Executives as well as the related fields of government relations, communications, membership, and finance. Prior to his career in executive search, he spent eleven years with PhRMA, a major Washington, DC-based trade association, where he was responsible for international issues management. Previous to PhRMA, Mr. Belford served twelve years with the U.S. government, most in the Office of the Assistant Secretary for International Affairs at the Treasury Department.

Alison Marshall joined the JDG team in May 2010. After graduating from Stetson University, she began her career as a teacher in private and public schools in Montgomery County, Maryland. She became an IT recruiter in 1986, working for a Bethesda search firm with commercial clients specializing in software and systems development as well as government clients in the DOD, Civilian and Intel communities. In 2004, she opened her own firm, Government Sales Force, that specialized in assisting companies sell technology products and services to the Federal government.

(Resumes for these individuals are attached.)

RESUMES of KEY PERSONNEL

BARBARA BLIM

...synopsis: **Extensive Executive Search Experience for clients in the Government, High-Technology, Engineering, Financial Services, Management Consulting/Government Contracting, and Not-For-Profit Industries**

...education: M.B.A., Washington University
B.A., Psychology, Washington University
(Invited to enter, and completed, five-year combined degree program).

...career history: **JDG ASSOCIATES, Ltd.** Rockville, MD

'91 - present Principal:

Fully involved in all aspects of the search process, from initial discussion with the client regarding their need, their company, their philosophy/environment; to development of a profile of the position, to identification of appropriate candidates through the use of a variety of sourcing techniques, face-to-face interviews, and reference checking. Conducts searches for technical and management-level professionals for clients in the government (federal, state, and local), financial services, high-technology, engineering, management consulting/government contracting, and not-for-profit industries.

'89 - '91 **KRAUTHAMER & ASSOCIATES** Bethesda, MD
Executive Search Consultant:

Completed search assignments for this boutique firm specializing in the identification of management-level individuals for clients in the transportation and real estate industries.

'87 - '89 **HEIDRICK & STRUGGLES, Inc.** Washington, DC
Executive Search Recruiter:

Participated in initial client presentation, definition of job requirements, formulation of search strategy, candidate identification, candidate interviewing, biographical report preparation, as well as reference checking and reference report development.

'74 - '87 **QUEST SYSTEMS, Inc. (QSI)** Bethesda, MD
Technical Recruiter/Marketing Representative

DARREN DEGIOIA

...education: B.S. Marketing, Boston College

...career history: **JDG ASSOCIATES, Ltd.** Rockville, M D

11/99 – Present **Principal:**

Search professional responsible for senior level searches with expertise in information technology, management consulting, quantitative sciences, accounting, real estate, government contracting, and the intelligence community. Clients include Federal government, non-profit organizations as well as *Fortune 1000* companies. Serves as Treasurer of the Maryland Recruiters Association.

1/97- 10/99 **FOUR SEASONS*REGENT HOTELS AND RESORTS**

Four Seasons Hotel, Newport Beach Newport Beach, CA

Catering and Conference Services Manager:

- Serviced high profile groups and conventions (10-200 rooms) as well as corporate events and high profile weddings at the only 5 diamond hotel in Newport Beach.
- Serviced off-site catering events.
- Handled all planning of meeting/wedding to include food and beverage, audio visual, and banquet set-up.
- Responsible for weekly and monthly forecasting.

6/95 –11/96 **SHERATON HOTELS & RESORTS**

Sheraton Premiere Hotel Tyson's Corner, VA

Conference Services Manager:

- Handled groups and conventions (10-300 rooms) to include food and beverage, meeting setup, audio visual.

Assistant Front Office Manager:

- Managed all rooms' division departments including Front Office, Bell Stand, Valet, Concierge, PBX and Reservations while maintaining the highest of standards.

JENNIFER MOSS

...education:

M.A., Corporate and Organizational Communication, West Virginia University
B.A., Political Science and Philosophy, West Virginia Wesleyan College

...career history: **JDG ASSOCIATES, Ltd.** Rockville, MD
10/07 - Present Senior Associate:

Conducts research and recruitment for senior-level searches for clients within the federal, state, and local government, associations, non-profit organizations, government contractors, and Fortune 1000 companies.

10/06 - 10/07 **ENTERTAINMENT PUBLICATIONS** Washington, DC
Fundraising Consultant:

- Consulted private and public schools in DC region to develop fundraising campaigns.
- Supported the successful implementation of programs by providing individual training sessions, board presentations, workshops, and school-wide events.

10/05 – 10/06 **ULTIMATE STAFFING SERVICES** Rockville, MD
Senior Manager:

- Cultivated client relationships in finance, accounting, communications, biotechnology, and information technology industry.
- Completed search assignments, negotiated salaries, and provided new hire orientation programs.

8/00 – 9/05 **WEST VIRGINIA WESLEYAN COLLEGE** Buckhannon, WV
Associate Director of Admission and Alumni Relations:

- Increased enrollment and student profiles during each recruitment cycle.
- Generated financial and volunteer support from alumni in VA, MD, and DC.
- Oversaw creation of admission and financial aid publications.
- Coordinated admission events ranging from 100 to 650 campus guests.
- Supervised admission staff.

TIFFANY McCARTY

EDUCATION: BA, Communications, University of Denver

PROFESSIONAL EXPERIENCE:

JDG Associates (Rockville, MD)

5/05 to Present

Principal

Recruited to help grow burgeoning association and non-profit practice for a boutique search firm based in the Washington, DC area. Developed senior executive level practice focusing specifically in the functional areas of government relations, marketing and communications, non-dues revenue generating roles, finance, education, and membership. Developed original research for each assignment utilizing various internet tools such as ZoomInfo, LinkedIn, Facebook, in addition to traditional candidate sourcing methods. Continuously "hunted" and "farmed" for new search assignments. Acted as catalyst in the firm's social networking outreach. Launched and maintain firm's Facebook and LinkedIn presence in addition to strongly encouraging partners to develop personal pages in an effort to reach a broader audience.

**Stanton Chase International (Denver, CO)
(formerly JL Mark Associates, Ltd.)**

10/04 to 4/05

2/00 to 2/04

Senior Associate

First line resource for this top 25 international retained executive search firm. (Billings over \$36 Million). Acted as client point of contact and conducted extensive candidate development in a fast paced, entrepreneurial, bottom line driven organization.

Developed and worked with clients in broad verticals such as for-profit education, consumer products, technology, and finance among others. Assignments included COO, VP Marketing, EVP Global Human Resources, CTO, Lead Project Manager, VP Sales and Regional Sales VP, among others.

Consolidated Graphics (Denver, CO)

2/04 to 10/04

Regional Recruiting Director

Based on retained, executive research model, developed the western region recruiting division for a new recruiting experiment for one of the largest public commercial printing companies in the country. Worked exclusively with 15 of the 69 CGX print facilities. Operated as a strategic partner with company presidents to determine company needs and strategize recruiting and retaining objectives for the best professionals in the area.

AssetLink Financial Services Corporation (Denver, CO)

2/99 to 12/99

Director, Human Resources

- Developed and implemented soup to nuts hiring process for exempt and non-exempt positions for a HIGH VOLUME corporate office which resulted in doubling staff size within a six month period.
- Created job descriptions for all positions after completing a thorough job analysis.
- Strategized with department heads to accurately identify department hiring needs.
- Negotiated salary with candidates.

PAUL BELFORD

Professional Experience Highlights

JDG Associates, Ltd - 1993-Present (Rockville, Md.) – Principal in this suburban-Washington, DC executive search firm with a specialty in associations and non-profit organizations. Positions filled include chief staff executive and senior association executive positions, as well as CFO, communication, marketing, membership and government affairs professionals.

- Responsible for development and operation of JDG's association and non-profit practice
- Built JDG's practice from a regional to a nationally regarded presence in the association community
- Conducted more than 225 association executive searches, most at the CEO level
- Established relations with numerous association communities including the National Association of Manufacturers Council of Association, the Council of Engineering and Scientific Executives and the American Society of Association Executives
- Authored *Planning Your Career in Association Management* published by ASAE
- Developed and present JDG's *Association CEO Development Workshop*

Association Executive Resources Group (Arlington, VA) - 1990-1993 - President and co-founder of this Washington, DC-based executive search firm dedicated exclusively to the association/non-profit sector.

- Responsible for organizing company and developing and implementing the marketing plan.
- Conducted and supervised executive searches for trade, professional and philanthropic organizations at the CEO and senior management levels.
- Supervised and conducted research on association human resources needs and management trends for internal use and publication, including a quarterly survey of association employment trends in the Greater Washington area.

Pharmaceutical Manufacturers Association - 1979 B1990

Assistant Vice President of this Washington DC-based trade association representing American research-based pharmaceutical manufacturers (staff, 90+; budget \$15 million.)

- Deputy to the Senior Vice President, International, charged with developing and implementing association policy on international pharmaceutical trade and regulation with emphasis on international organizations, including the World Health Organization and the European Community. Focus of activity was on issues management.

Overseas Private Investment Corporation - 1978 -1979 - Senior International Economist of this U. S. Government-owned company that provides political risk insurance to U. S. investors in foreign countries.

Previous

U.S. Treasury Department - International Economist

U. S. Central Intelligence Agency - International Economist

Al-Hikma University, Baghdad, Iraq - Economics Lecturer

ALISON MARSHALL

- ...education: B.A., Education, Stetson University
M.G.A. candidate, University of Maryland, University College
- ...career history: **JDG ASSOCIATES, Ltd.** Rockville, MD
5/10 - Present Senior Associate:
Conducts research and recruitment for senior-level searches for clients within the federal, state, and local government, associations, non-profit organizations, government contractors, and Fortune 1000 companies.
- 4/04 - 5/10 **GOVERNMENT SALES FORCE, LLC** McLean, VA
Owner/COO:
 - Directed a senior staff in selling technology products and services to various Federal Government agencies.
 - Performed all COO/CFO responsibilities for GSF until June 2008: including hiring of business development experts in the Federal market space; hiring of office staff; assist client's in hiring of their own internal senior staff.
- 1/01 - 4/04 **ROEBUCK & MARSHALL, LLC** Silver Spring, MD
Owner:
 - Performed staffing searches for technology clients in the Washington, D.C. area.
 - Talent acquisition included all areas of software and systems engineering, programming, maintenance; database architecture and administration, in both classified and unclassified government contracting, and private sector environments.
- 8/86 - 1/01 **QUEST SYSTEMS, INC** Bethesda, MD
Senior Technical Recruiter:
 - Performed complete life-cycle staffing for technology client's in the Washington, DC metropolitan area.
 - Initiated marketing strategies, researched prospective client's, cold-called prospects, interviewed potential client's, negotiated contracts, handled all signed clients searches (soup-to-nuts marketing).
 - Top Producer Multiple Years in both marketing and placement of candidates
- 8/79 - 8/86 **GERMAN SCHOOL OF WASHINGTON** Potomac, MD
Teacher, Physical Education, American History

SECTION D:

ATTACHEMENT E

EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

ATTACHMENT E – CATEGORY 1

EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

CATEGORY NUMBER & TITLE:

4- ENVIRONMENT/ENERGY

Placement #1

Client Business Name: NEON (National Ecological Observatory Network)

Client Address (City & State): Boulder, Colorado

Client Contact Name/Phone #/Email Address: Robin Martin/720-746-4844
rmartin@neoninc.org

Title of Placement: Director of Biology/Project Scientist

Date of Placement: September 2011

Placement #2

Client Business Name: National Oceanic and Atmospheric Administration (NOAA): Office of Oceanic and Atmospheric Research

Client Address (City & State): Washington, District of Columbia

Client Contact Name/Phone #/Email Address: Omar Williams/301-713-6301
omar.d.williams@noaa.gov

Title of Placement: Assistant Administrator

Date of Placement: September 2011

Placement #3

Client Business Name: Institute for Bioenergy, Climate, and Environment, United States Department of Agriculture: National Institutes of Food and Agriculture

Client Address (City & State): Washington, District of Columbia

Client Contact Name/Phone #/Email Address: Rhonda Pratt/301-504-1475
rhonda.pratt@ars.usda.gov

Title of Placement: Principal Scientist

Date of Placement: January 2011

Placement #4

Client Business Name: National Oceanic and Atmospheric Administration (NOAA): National Marine Fisheries Service (NMFS)

Client Address (City & State): Washington, District of Columbia

Client Contact Name/Phone #/Email Address: Omar Williams/301-713-6301
omar.d.williams@noaa.gov

Title of Placement: Director of Scientific Programs and Chief Science Advisor

Date of Placement: July 2011

Placement #5

Client Business Name: NEON, Inc.

Client Address (City & State): Boulder, Colorado

Client Contact Name/Phone #/Email Address: Robin Martin/720-746-4844

rmartin@neoninc.org

Title of Placement: Chief Executive Officer (CEO)

Date of Placement: September 2011

Placement #6

Client Business Name: National Oceanic and Atmospheric Administration (NOAA): National Environmental Satellite, Data, and Information Service

Client Address (City & State): Washington, District of Columbia

Client Contact Name/Phone #/Email Address: Omar Williams/301-713-6301

omar.d.williams@noaa.gov

Title of Placement: Director of Joint Polar Satellite Systems

Date of Placement: August 2011

ATTACHMENT E – CATEGORY 2

EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

CATEGORY NUMBER & TITLE: 5- INFORMATION TECHNOLOGY

Placement #1

Client Business Name: Department of Health and Human Services: Program Support Center

Client Address (City & State): Silver Spring, Maryland

Client Contact Name/Phone #/Email Address: Jennifer Browning/301-443-3025
jennifer.browning@psc.hhs.gov

Title of Placement: Director, Information Systems Management Services

Date of Placement: September 2011

Placement #2

Client Business Name: United States Department of Agriculture: Economic Research Service

Client Address (City & State): Washington, DC

Client Contact Name/Phone #/Email Address: Vivian Brooks/202-720-6087
Vivian.brooks@ars.usda.gov

Title of Placement: Deputy Chief Information Officer

Date of Placement: March 2011

Placement #3

Client Business Name: American College of Radiology

Client Address (City & State): Reston, Virginia

Client Contact Name/Phone #/Email Address: Harvey Neiman/703-648-8930
hneiman@acr.org

Title of Placement: Chief Information Officer

Date of Placement: September 2009

ATTACHMENT E – CATEGORY 3

EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

CATEGORY NUMBER & TITLE: 5A- TRANSPORTATION

Placement #1

Client Business Name: United States Department of Transportation: Research and Innovative Technology Administration
Client Address (City & State): Washington, District of Columbia
Client Contact Name/Phone #/Email Address: Peter Appel/202-366-4180
peter.appel@dot.gov
Title of Placement: Associate Administrator for Research, Development and Technology
Date of Placement: April 2011

Placement #2

Client Business Name: United States Department of Transportation: Research and Innovative Technology Administration: Bureau of Transportation Statistics
Client Address (City & State): Washington, District of Columbia
Client Contact Name/Phone #/Email Address: Peter Appel/202-366-4180
peter.appel@dot.gov
Title of Placement: Director
Date of Placement: November 2010

Placement #3

Client Business Name: Logistics Management Institute
Client Address (City & State): McLean, Virginia
Client Contact Name/Phone #/Email Address: Dr. Bill Moore/703-917-7300
bmoore@lmi.org
Title of Placement: Supply Chain Specialist
Date of Placement: September 2009

SECTION E:
MANAGEMENT APPROACH
(Quality Control Plan/Executive Search Firm Requirements):

SECTION E:

MANAGEMENT APPROACH

(Quality Control Plan):

During JDG's thirty-eight year history, a broad range of clients within a variety of industries has been supported, helping them identify individuals to fill the full spectrum of functions and disciplines within an organization. Disciplines supported include: environment/energy, transportation, information technology, finance, engineering/project management, and human resources/labor relations. (As evidence of our **38-year history** of successfully completing executive-level searches, please see below: **Representative Completed Searches and Representative List of Clients and Industries Served.**)

QUALITY CONTROL PLAN:

We hope it is evident, from the number of searches we have successfully conducted (more than 4,000) and the variety and caliber of clients whom we support, that we have a strong record of conforming to specifications and standards of good workmanship as well as adhering to contract schedules, including the administrative aspects of performance. JDG has a strong reputation for cooperative behavior and commitment to customer satisfaction and a strong concern for the interest of our clients and candidates. It should be noted that, when it comes to scheduling issues and deliverables, JDG is always well prepared, usually prior to the dates indicated in the contract.

We also have a strong reputation for ensuring that only appropriate resumes (those of individuals with the qualifications and experience asked for in the position announcement) are presented to the client for review. As indicated earlier, we meet with these individuals and ensure not only that their qualifications and experience fill the needs of the client, but that the individual truly understands the client, its environment and location, the position responsibilities and challenges, and compensation package, and is truly interested.

It also is important to note that at least four members of JDG's senior staff will work together on each search. Qualifications of candidates are reviewed by this team regarding whether to move a candidate forward in the process. So you are receiving more than 80 years of search expertise for each search when you hire the JDG team.

REPRESENTATIVE LIST of COMPLETED SEARCHES:

ENVIRONMENT/ENERGY:

Associate Administrator for the Department of Agriculture's Economic Research Service (ERS). The Associate Administrator shares responsibility for formulating current, intermediate, and long-range policies and programs relating to economic and social science research and analysis and other activities for which ERS is responsible.

Chief Executive Officer for a NEON Inc., a \$433M national ecological observatory network funded by the National Science Foundation, located in Boulder, Colorado.

Chief Executive Officer for the American Oil Chemists' Society in Urbana, Illinois.

Chief Executive Officer for the Independent Electrical Contractors in Alexandria, Virginia.

Chief Operating Officer for the \$10M research arm of one of the world's largest associations. The COO has total responsibility for the management, operations and marketing for this environmental and energy-related organization.

Chief Operating Officer and VP, Business Development for a \$7M environmental research firm.

Director of Internal Audit, London-based, for a global electric utility company based in Arlington, VA. Our client is one of the world's leading independent power producers that owns and operates over \$33B of assets in 28 countries on 5 continents.

Director, Office of Oil and Gas for the Department of Energy's Energy Information Administration. The Director manages over \$30 million in resources, including 90 federal staff. The Director interacts with the Administrator and Deputy Administrator of EIA and other senior departmental officers in the course of leading a challenging and comprehensive program to collect, analyze and disseminate petroleum and natural gas information.

President & CEO of a national public policy organization that advocates for a properly funded and well-maintained system of inland waterways and ports.

Vice President of Sales and Marketing for an established, private commercial firm with over \$18M in sales in specialized electro-optic instrumentation products. The VP reports to the President and is responsible for world-wide sales and marketing.

INFORMATION TECHNOLOGY:

Chief Information Officer for the Government Accountability Office (GAO). Reporting directly to the Comptroller General, the CIO establishes, plans and implements IT strategies, plans, and internal processes to achieve business goals.

Chief Information Officer for the National Aeronautics and Space Administration (NASA). The Chief Information Officer has oversight of a \$1.8B IT budget with direct responsibility for \$300M. The CIO is responsible for a 1000+ IT staff operation. Reporting to the Agency's Deputy Administrator, the CIO is responsible for providing vision, leadership and advice in the development of Information Resource Management (IRM) strategies; for ensuring the establishment of cost-effective policies, programs and frameworks that develop and implement IRM and information technology (IT) programs and initiatives in areas supporting Agency priorities; and for ensuring that Agency IRM, IT, and IT security activities are conducted in accordance with strategic,

program/project management, and capital planning and investment processes aligned and integrated with Agency priorities.

Chief Information Officer for the U.S. Patent and Trademark Office (USPTO). Serves as the principal information technology advisor to the Under Secretary of Commerce for Intellectual Property and Director of the USPTO. The CIO oversees the evaluation of information technology, the architectural design of automation initiatives, and the development of strategic information technology plans, including the development and implementation of automated systems for the USPTO using a matrix management structure. The CIO is responsible for a large, complex IT environment that has numerous concurrent development projects and architecture issues. The CIO oversees major support contracts, has responsibility for a budget of approximately \$250 MM, and directs a staff of approximately 500 employees.

Chief Information Officer for Montgomery County Government. Serves as the principal information technology advisor to the Chief Administrative Officer of the County. The CIO oversees the evaluation of information technology, the architectural design of automation initiatives, the development of strategic information technology plans, and the design and implementation of automated systems for the County using a matrix management structure. The CIO oversees several support contracts, has responsibility for a budget of approximately \$39 MM, and directs a staff of approximately 160 career employees.

Deputy Chief Information Officer (CIO) for the United States Department of Agriculture's (USDA) Economic Research Service (ERS). (*Search is currently in progress.*) The Deputy CIO has responsibility for overall management of all ISD initiatives. The individual is responsible for integrating the IT (IT infrastructure, software development, geospatial information systems) and Communications (web design and content, document publishing and editing of agency products, and agency outreach/marketing activities) missions of the division.

Chief Technology Officer for the U.S. Patent and Trademark Office (USPTO). The CTO is responsible for leading the Enterprise Information Technology and Security Management Group for the Office of the Chief Information Officer, and is responsible for the management and oversight of enterprise IT and security strategies and policies regarding architecture, security management, program management, and technology.

Chief Information Security Officer for the U.S. Securities and Exchange Commission (SEC). The CISO serves as the information security architect for all information systems. Directs and oversees the management of all activities of the Security Group, with responsibility for the planning, development, implementation and maintenance of programs and policies necessary to assure security of all existing and newly deployed systems; Internet/Intranet security; and security for the enterprise network.

Deputy Chief Information Officer for the U.S. Patent and Trademark Office (USPTO). Directs the development, implementation, maintenance, enhancement, and operation of automated information systems and develops tactical information technology plans and supporting budgets; oversees the operation of the computer facilities, equipment and telecommunication network;

and develops, maintains, and disseminates information to the public and international partners.

Deputy Chief Information Officer/Chief Technology Officer for the U.S. Securities and Exchange Commission (SEC). The Deputy CIO/CTO directs and oversees all activities within the infrastructure and support groups, with responsibility for day-to-day operations, planning and implementation of improvement initiatives. Drives the creation of an overall technical architecture for the agency along with the establishment and management of a migration plan to achieve future improvements in efficiency and effectiveness.

Director of Enterprise IT Planning for the State of Georgia's Georgia Technology Authority (GTA). The Director of Enterprise IT Planning is responsible for leading and managing the GTA office responsible for policy and standards development, planning and oversight of the State's information technology infrastructure.

Director, Process Improvement and Performance Management for the U.S. Patent and Trademark Office (USPTO). The Director is responsible for quality management in the *Office of the Chief Information Officer (OCIO)* and provides the framework for transformation of the OCIO into an organization in which quality is fundamental in every product and service provided to its customers.

Director, Systems Development for the U.S. Patent and Trademark Office (USPTO). The Director is responsible for planning and directing the life cycle management of major automated information systems. The individual provides technical direction in the conceptual analysis, design, development, deployment, maintenance, and enhancement of large-scale, advanced technology automated information system (AIS) projects. The Director manages a staff of approximately 300 employees.

Director of Technology Planning for the Georgia Technology Authority (GTA). The Director leads the GTA's Technology Planning group, providing strategic direction and leadership for its oversight role. This individual is a member of the Executive Leadership team, reporting to the Office of the Executive Director and is responsible for helping GTA fulfill its strategic responsibilities. The incumbent leads the establishment of enterprise architecture and security architecture standards and policies for the State, helps to ensure the success of critical technology projects for the State, and provides leadership, direction and oversight for technology procurements and the acquisition of all state IT equipment and software.

Enterprise Resource Planning Information Technology Project Manager for Montgomery County Government. The Project Manager manages the technical implementation of the County's Enterprise Resource Planning (ERP) system and oversees the technical project team dedicated to the ERP program. The PM negotiates the required services and software/hardware contracts, in defining the implementation strategy and in securing the funding required for the project. The PM conducts planning and implementation of the ERP system, which spans multiple departments/divisions/functional areas, from business planning and modeling to execution and launch. The PM collaborates with Department Directors and their Deputies (where applicable), other senior level managers across various Government agencies, the Legislative Branch and the Executive Branch of County Government.

Executive Project Director (EDP) for the State of Georgia's Georgia Technology Authority. The EDP is responsible for the implementation of Georgia's State Automated Child Welfare System (SACWIS) for the Department of Human Services' Division of Family and Children Services.

Head of Project Management for the U.S. Securities and Exchange Commission (SEC). Develops overall project management schedules, priorities, and resource requirements for the SEC. Manages a comprehensive dashboard of all projects and continuously monitors the costs, timeframe, resource commitments, risks, management decisions/issues, and performance metrics associated with projects in progress

Head of Enterprise Architecture for the U.S. Securities and Exchange Commission (SEC). Integrates enterprise architecture concepts and plans into the operating processes of the SEC. Relevant processes include capital planning and budgeting, project management, software development, new technology introduction and requirements management, and security. Defines relationships of the SEC's enterprise architecture to the overall Federal Enterprise Architecture (FEA).

Information Technology Project Manager – Engagement Systems for the Government Accountability Office (GAO). This position is located in GAO's Information Systems and Technology Services (ISTS) Division. The Project Manager is responsible for planning, implementing, and executing on a series of projects that support GAO's audit and engagement staff. This series of projects, are based on target enterprise architecture for a new, highly-complex, Agency-wide engagement management system.

Senior Enterprise Architects for the U.S. Securities and Exchange Commission (SEC). The senior enterprise architects develop and promulgate the current state, end state, and migration plan for all aspects of the architecture (including implications for business processes, application services, data, and technical infrastructure) in conjunction with other senior IT and program office staff. The architects are responsible for ensuring compliance with the Federal Enterprise Architecture.

Senior Security Architects for the U.S. Securities and Exchange Commission (SEC). The incumbents serve as senior information security specialists for all SEC information systems with responsibility for the planning, development, implementation and maintenance of programs and policies necessary to assure security of all existing and newly deployed systems, Internet/Intranet security, and security for the enterprise network.

Senior Technology Planning Officer (STPO) for the State of Georgia's Georgia Technology Authority (GTA). The STPO is responsible for leading the GTA Technology Planning Group, providing strategic direction and leadership for its oversight role. This individual is a member of the Executive Leadership team, reporting to the office of the Executive Director.

TRANSPORTATION:

Associate Administrator, Research, Development and Technology for the United States Department of Transportation's Research and Innovative Technology Administration in Washington, D.C.

Contract Administrator for the American Traffic Safety Services Association.

Director, Bureau of Transportation Statistics, for the United States Department of Transportation's Research and Innovative Technology Administration in Washington, D.C.

Executive Director for the Commercial Safety Vehicle Alliance in Greenbelt, Maryland.
President and CEO of a national public policy organization that advocates for a properly funded and well-maintained system of inland waterways and ports.

Special Assignment from the Transportation Security Administration (TSA) to evaluate the resumes of 500 personnel of a professional services firm to provide out independent expert opinion of their appropriate categories.

REPRESENTATIVE LIST of CLIENTS and INDUSTRIES SERVED:

Federal Government

- Defense Advanced Research Projects Agency
- Department of Agriculture (Economic Research Service)
- Department of Agriculture (National Institute of Food and Agriculture)
- Department of Education (Federal Student Aid)
- Department of Energy (Energy Information Administration)
- Department of Health & Human Services (Program Support Center)
- Department of Justice
- Department of Transportation
- Federal Election Commission
- Government Accountability Office
- National Aeronautics and Space Administration
- National Ecological Observatory Network (NEON)
- National Institute of Standards and Technology
- Patent and Trademark Office
- Securities and Exchange Commission
- Small Business Administration
- Transportation Security Administration

State Government

- Commonwealth of Virginia
- Port Authority of New York and New Jersey
- State of Georgia

County Government

- Montgomery County, MD

City Government

- City of Rockville, MD

Associations

- Air Line Pilots Association
- Aluminum Association
- Alzheimer's Association
- American Academy of Actuaries
- American Anthropological Association
- American Chemical Society
- American College of Cardiology
- American College of Radiology
- American Society for Microbiology
- American Society of Travel Agents
- ASM (The Materials Information Society)
- Association for the Advancement of Medical Instrumentation
- Building Owners & Managers Association
- Consumer Healthcare Products Association
- Data Interchange Standards Association
- Electronic Industries Association
- Electronic Retailing Association
- IEEE
- International Gas Turbine Institute
- International Sleep Products Association Investment Company Institute
- National Association of Real Estate Investment Trusts
- National Association of Securities Dealers
- National Association of Surety Bond Producers
- National Association of Workforce Development Professionals
- National Concrete Masonry Association
- National Electrical Contractors Association
- National Electronic Distributors Association
- National Electrical Manufacturers Association
- National Fisheries Institute
- National Health Council
- National Institute of Building Sciences
- National Organization of Life and Health Guarantee Associations
- National Retail Federation
- Nonprescription Drug Manufacturers Association
- Society of Nuclear Medicine
- UTC - The Telecommunications Association
- U.S. Soccer Federation

Non-Profit

- Aruba Hotel & Tourism Authority
- Asthma & Allergy Foundation
- American Red Cross
- Civil Engineering Research Foundation
- Discovery Channel
- Miss America Organization
- National Association of Workforce Development Professionals
- National Committee to Preserve Social Security and Medicare
- Plastics Pipe Institute
- South Shore (MA) Chamber of Commerce
- Uniform Service Administrative Corporation

Defense

- Adaptive Methods
- Center for Naval Analyses
- Computer Sciences Corporation
- Computer Technology Associates
- EG&G
- General Dynamics
- Institute for Defense Analyses
- L3 Communications
- Logistics Management Institute
- MCR Federal
- Mitre Corporation
- Northrop Grumman/TASC
- Orbital Sciences
- Raytheon
- SAIC
- Software Engineering Institute
- Stanley Associates
- Technomics
- Wyle Labs

Engineering

- CeLight
- COMSAT
- Current Technologies
- General Electric
- Eurotherm
- Fairchild Controls
- Fidelis Security

- Forensic Technology, Inc.
- Hunter Laboratories
- MICROS Systems
- Sprint
- Optelcom
- Santel Networks

Financial Services/Real Estate & Construction

- B.F. Saul
- Capital One
- Casualty Actuary Society
- CoStar Realty
- FINRA (formerly NASD)
- Hannon Armstrong
- Harvest Bank
- Hubert Construction
- Key Travel
- Lennar Corporation
- Lerner Enterprises
- NCRIC Insurance Group
- Sallie Mae
- Reuters
- Washington Real Estate Investment Trust

Health Care/Biotechnology

- Abt Associates
- American Institutes of Research
- American Red Cross
- Association for the Advancement of Medical Instrumentation
- BioVeris
- Canon U.S. Life Sciences
- Circle Solutions
- Clinical Research Forum
- Consumer Healthcare Products Association
- Digene Corporation
- Howard Hughes Medical Institute
- Human Genome Sciences
- INFORMAX
- INOVA Health
- International Association for Healthcare Safety and Security
- IQ Solutions
- Life Technologies
- Lewin Group
- Macro International

- MasiMax Resources
- MedStar Health
- National Committee to Preserve Social Security and Medicare
- National Dialogue on Cancer
- Otsuka Pharmaceutical
- RAND Corporation
- Society of Nuclear Medicine

Management Consulting

- Accenture
- ACS
- Avanade
- BearingPoint
- Booz Allen Hamilton
- Cap Gemini/Ernst & Young
- CGI Federal
- Deloitte
- ICF International
- KPMG LLP
- Platinum Solutions
- PricewaterhouseCoopers
- Project Performance Corporation

Software Products/Vendors

- Avectra
- BroadSoft
- GE Global Exchange
- Hewlett Packard
- ICG Commerce
- Manugistics
- Mercator
- Nextlinx
- SATO Travel
- World Wide Retail Exchange

SECTION F:
TECHNICAL APPROACH

SECTION F:

TECHNICAL APPROACH

Task A: Each search that JDG conducts begins with an in-depth meeting with the client in order to fully understand the background and qualifications of the individual the client is seeking, as well as the functions/responsibilities of the position to be filled. In the case of the Authority, this meeting will be with the Director as well as any additional Authority staff he/she would like to include.

With the information we gain from our discussions, as well as any materials we receive from the Authority (e.g. position announcement, organization chart, resumes of current/previous members of the leadership team, documentation describing the Authority's mission and the challenges, goals and objectives related to the position), JDG will develop, and provide to the Director, a comprehensive position announcement, describing the responsibilities of the position as well as the qualifications, characteristics, competencies, and qualifications (education and amount/type of experience [e.g. private/public sector experience]) required. Skills and experience that are "preferred" rather than "required" will be included as well, as will examples of prior positions a qualified candidate may have held. We will present this position announcement to the Director, for review and approval. Once approved, the announcement will be posted on appropriate websites. We will also use this document in our direct sourcing efforts and as a basis for any advertisements/marketing materials we develop.

Task B: Our purpose is to identify a diverse pool of well-qualified candidates for senior executive positions. JDG will conduct a focused search for candidates whose skills, competencies, and experiences align with the position announcement created for the position. To do this, JDG will employ the following Search Methodology:

- Utilize our database and various sources to identify and attract potential candidates from a defined target population. We use a variety of sourcing methods to include:
 - Direct Contacts: JDG has been in the recruiting business for 38 years. We are well known as a successful search firm with the highest level of integrity and competence.
 - Extensive Database: JDG maintains a database of more than 100,000 candidates. Through phone calls, emails, and/or letters, we are able to contact people who know the types of candidates we are seeking.
 - The Internet: We have access to virtually all of the resume sites in the country. We also know the techniques needed to identify people with the specific experience that our clients are seeking. Two highly-effective search engines that we utilize to identify "passive" candidates (individuals who aren't actively seeking a new position but might be interested in a new opportunity, if approached with a challenging one) are *The Leadership Directories* and *ZoomInfo*. These "spiders" capture names and titles of individuals who, if deemed appropriate, we then contact.

- Postings: We post on selected job boards, and advertise in appropriate publications. With respect to reaching as diverse a group of individuals as possible, we post with organizations such as the African American Federal Executives Association, the National Association of Hispanic Federal Executives, the Asian American Government Executives Network, Federally Employed Woman, Blacks in Government, American Society of Women Accountants, Women in Technology, and the National Forum for Black Public Administrators. It also should be noted that JDG is a member of the Minority Business Roundtable.
- Qualify, interview (in person), and evaluate candidates for selection. This will include ensuring that each candidate is willing to participate in the Authority's screening process, is willing to work in/relocate to the New York/New Jersey area, and is interested in the position, within the prescribed compensation range.

Task C: Conduct employment and background checks, and verify academic backgrounds. We will document these findings. Documentation will include a candidate profile, incorporating our assessment of the candidate's strengths and weaknesses with respect to the position.

Task D: We will refer the candidates whom we believe to be the most qualified to the Authority for consideration. The profiles we developed in the previous task will incorporate our reasons for selecting those particular individuals. We will do our utmost to ensure that the list reflects the diversity in society.

Task E: Upon selection of the final candidates by the Authority, JDG will conduct in-depth reference checks on each, and submit a comprehensive report documenting our findings.

Task F: We will assist, in any way the Authority would like, in the negotiation of a final offer and terms of employment.

We will communicate with all candidates regarding the status of their applications and provide them with prompt and accurate notification of selection or rejection, upon approval by the Authority.

Our search will include any internal Authority candidates as well as anyone referred to the Authority by other sources. We will interview and evaluate these candidates as part of the search process, and make recommendations based on their relative merits.

Task G: For each task, JDG will provide written and/or verbal progress reports to the Project Manager as required. These reports will identify individuals and document findings. We will also attend and facilitate follow-up meetings between the Authority and the candidate(s) as required, and make recommendations to the Authority on candidate selection.

SECTION G:
COST INFORMATION:

SECTION G:

COST INFORMATION:

JDG works on an exclusive, retainer basis. Our fee (based on our federal government GSA contract) is 27% of the actual annual salary paid to the selected candidate. In addition, we ask for reimbursement of out-of-pocket expenses of no more than \$3500 per search. We will obtain the Director's written approval prior to making expenditures of out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips. We will substantiate all billings for out-of-pocket expenses in excess of \$25, and provide receipts for those with the appropriate billing.

Payments shall be made as follows:

- a) First payment: within 30 days of receipt of authorization from the Director to proceed with the search, JDG will submit an invoice in the amount of 1/3 of the fee, plus out-of-pocket expenses.
- b) Second payment: 60 days after receipt by the Authority of the first invoice, JDG will submit its second invoice in the amount equal to 1/3 of the fee, plus out-of-pocket expenses.
- c) Third payment: 90 days after receipt by the Authority of the first invoice, or "at the time of hire", JDG will submit its final invoice, in the amount of 1/3 of the fee, plus out-of-pocket expenses,

**EXHIBIT I
NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN JDG Associates, Ltd.
AND
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of this 16th day of September, 2011, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and JDG Associates, Ltd. having an office and place of business at 1700 Research Boulevard, Rockville, Maryland, 20850 (address) ("Recipient").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge (collectively, the "Project(s)", or "Proposed Project(s)"); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "Parties") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

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WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and

prosecutorial purposes, and accordingly could result in significant irreparable harm and injury;
and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **“Authorized Disclosure”** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **“Confidential Information”** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the

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3 Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

(ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(c) "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) "**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) "**Confidentiality Control Procedures**" means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) "**Limited Access Safety and Security Information**" means and includes

sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) "**Port Authority Handbook**" means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

(j) "**Project Purposes**" means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) "**Related Party**" and "**Related Parties**" means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) "**Sensitive Security Information**" has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. Use of Confidential Information. All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined

may constitute grounds for a civil penalty and other enforcement or corrective action by the United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for

collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

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

4. Retention Limitations; Return of Confidential Information. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. Duration and Survival of Confidentiality Obligations. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** 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. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. “**Port Authority Legislation**” shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney’s Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a “**notice**”) that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel. The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

If to the Port Authority: The Port Authority of New York and New Jersey
with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO

If to the Recipient: JDG Associates, LTD.
1700 Research Boulevard
Rockville, Maryland 20850
with a copy to: N/A

10. Entire Agreement. This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. Parties Bound. This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. Authority. The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. Disclosure of Ownership Rights or License. Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. No Liability. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. Construction. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall

not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: Joseph DeGioia
Print Name: Joseph DeGioia
Title: President
Date: September 16, 2011

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Joseph DeGioia (name of authorized signatory), is the President (Title) of JDG Associates, Ltd. (name of entity), a private company limited formed in Maryland (type of entity and jurisdiction of formation) ("**Related Party**"), located at 1700 Research Boulevard, Rockville, Maryland 20850 (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of JDG Associates, Ltd. Including all facets of the daily business and it's operations (describe scope of work of Related Party) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated September 7, 2011, between JDG Associates, Ltd.(the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Joseph DeGioia
Print Name: Joseph DeGioia
Title: President
Date: September 16, 2011

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Joseph DeGioia (name of employee) ("**Related Party**"), am employed as a(n) President (job title) by JDG Associates, Ltd.(name of employer). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JDG Associates, Ltd. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated September 7, 2011 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with (self) (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials

or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations. To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Joseph DeGioia

Title: President

Date: September 16, 2011

P.A. Agreement #*-11-*****

DATE

FIRM

Attention: Mr. Joseph DeGioia, President

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011 - 2015

Dear Mr. DeGioia,

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain JDG Associates, Ltd. (hereinafter referred to as "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 an "as-needed" basis during 2011 - 2015.

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 Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Director of the Human Resources

Department acting either personally or through his 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 XXX/Title, to act as her duly authorized representative. The Project Manager for this project is *****, at (***) ***_****, or e-mail address *****@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 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 her sole opinion said items are not in accordance with the requirements of this Agreement or sound recruitment practices. 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 its responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule, and a complete work product done in accordance with industry best practices.

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. Out-of-pocket expenses are the expenses necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder as approved in advance by the Director. Out-of-pocket expenses 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; travel and local transportation; and meals and lodging on overnight trips. The expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges; typing, utilization of computer systems, cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

D. 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 shall be reimbursable hereunder when approved in advance in writing by the Director. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (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.

E. 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, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Director.

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 nor 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.

17. 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.

18. NOTIFICATION OF SECURITY REQUIREMENTS

A. The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. 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, as determined by the Authority. These security requirements may include but are not limited to the following:

Consultant identity checks and background screening, including but not limited to: 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; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;

Requiring that the Consultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;

Issuance of Photo Identification cards;

Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff authorize the Authority or its designee to perform background checks. 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 cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff during the term of this Agreement to address changing security conditions and/or new governmental regulations.

B. Confidential information shall mean all information disclosed to Consultant or Consultant's employees which relates to the Authority's past, present, and future research, development and business activities including, but not limited, to software and documentation licensed to the Authority or proprietary to the Authority. Confidential information shall also mean any other tangible or intangible information or materials including, but not limited, to computer identification numbers, access codes, passwords, and reports obtained during the performance of Consultant's services under this Agreement. Consultant shall hold all such confidential information in trust and confidence for the Authority, and agrees that Consultant and its employees, agents and representatives will not, during or after the termination or expiration of this Agreement, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Agreement. Consultant and its employees, agents and representatives shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Agreement. Consultant and its employees, agents and representatives shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder.

Additional obligations with respect to confidentiality and document security are set forth in a Non-Disclosure and Confidentiality Agreement, between the Authority and Consultant (the "Confidentiality Agreement"; Exhibit I). Consultant hereby agrees to execute the Confidentiality Agreement.

19. 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, 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 B, C and D above and for all expense 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 he 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 and Newark 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.

20. 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 \$2,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And 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, nonowned and hired autos in not less than \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned 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. 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 separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured. 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 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.”*

B. Workers' Compensation Insurance:

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.

C. Compliance:

1) 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, including but not limited to the 30 day cancellation notice and containing a separate express statement of compliance with each of the requirements above set forth to the Project Manager.

2) 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.

3) The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume. 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.

4) 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.

5) 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 and its wholly owned entities 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.

21. 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;
- 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;
- H. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity;
- I. been organized in or controlled from a country which is subject to any of the following:
 - (i) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, et seq., as amended;
 - (ii) the International Emergency Economic Powers Act of 1976, 50 U.S.C. § 1701, et seq., as amended;
 - and (iii) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. App. § 2405, as amended;
- J. been and does not engage in any dealings or transactions or is blocked or subject to blocking pursuant to Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism

(66 Fed. Reg. 49079 (2001)) (the "Executive Order"), or is otherwise associated with any such Person in any manner violative of the Executive Order or any State or City of New York or the State of New Jersey statutes, codes, regulations, orders or other governmental action relating to activities referenced in this clause (J); K. been and is not on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order ("OFAC") and/or with whom the Landlord is restricted from doing business with under OFAC or under any statute, executive order, or other governmental action or any State or City of New York or the State of New Jersey statutes, codes, regulations, orders or other governmental action relating to activities referenced in this clause (K); and L. been and is not involved or has been involved in a material litigation or similar proceeding adverse to the Authority or any subsidiary thereof.

22. 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 April 11, 1996 (a copy of which is available upon request to the individual named in the RFP for receipt of Proposer's questions, 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; and
- 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 foregoing certifications, 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 foregoing certifications, 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 foregoing certifications, 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 subsection G, above, 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 individual named in the RFP for the receipt of Proposer's questions). 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 nonresponsibility. Failure to make the required disclosures may result in administrative sanctions up to and including a finding of non-responsibility. Notwithstanding that the Consultant may be able to make the foregoing certifications 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 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 JDG 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 therefore provided by the Consultant. Under certain circumstances the Consultant may be required as a condition of award of this Agreement 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.

23. 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.

24. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

During the term of this Agreement, 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 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 and 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 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 April 11, 1996 (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.

25. 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 if 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 Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director 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 if a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the

Director 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.

26. 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.

27. 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.

28. 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.

29. 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 By: _____

Director

Procurement Department

Title: _____

Date _____

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 "28" 28" to "29" and insert a new Paragraph "28" as follows:

29. 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.

The logo for Harris Rand Lusk LLC, consisting of the letters 'HRL' in a bold, white, sans-serif font, set against a solid black rectangular background.

**Proposal to
The Port Authority of
New York and New
Jersey**

**from
Harris Rand Lusk LLC**

in response to

RFP Number 25881

**Request for Proposal
for Performance of
Expert Recruitment
Services for Executive
and Mid-Level Staff as
Requested on a "Call-In"
Basis During
2011-2015**

HARRIS ■ RAND ■ LUSK

261 Madison Avenue, 11th Floor New York, NY 10016
Phone: (212) 808-8234 E-mail: jlusk@harrisrand.com

September 21, 2011

The Port Authority of New York and New Jersey
One Madison Avenue – 7th Floor
New York, NY 10010

ATTN: RFP Custodian - RFP Number 25881

Dear Sir or Madam:

On behalf of the entire Harris Rand Lusk (HRL) team, we are pleased to submit this response to **RFP Number 25881** for Executive and Mid-Level Staff Recruitment.

As an executive search firm based in the heart of the Port District, we believe our submission is not only responsive to your search needs, but reflects our continued commitment to the Authority's mission to promote the economic health of the bi-state region by attracting the very best talent possible.

We are particularly excited about the opportunity to expand our existing decade-long executive recruiting and search relationship with the Port. In the past year we have significantly enhanced our ability to serve a broader range of your needs by establishing a dedicated Transportation & Infrastructure Practice under the guidance of a nationally known and well respected transportation professional – one who has over 20 years of experience working at the senior most levels of a similarly complex regional public authority in the metropolitan region.

Together with other team members who have decades of search experience in related disciplines, we believe the HRL team brings a unique expertise to the table that will be advantageous to you in terms of length of search, quality of candidates and cost:

- Because we live, work and are headquartered right here in the Port District -- only blocks from your main offices -- we have situational awareness of the kind of issues that face the organization day in and day out, and we can be on scene immediately, if necessary, to handle short-fuse searches or last minute meetings.
- Despite our local roots, we have a global reach in terms of our industry contacts and potential candidates.
- We have completed timely, thorough and successful searches for the Port in the past and have long-established personal and professional relationships with key management in virtually all your divisions and departments, from Aviation, PATH and Bridges & Tunnels, to Human Resources and Real Estate.

- Our team has lengthy experience working in and with federal, state and local governments -- and, in particular, within major Public Authorities.

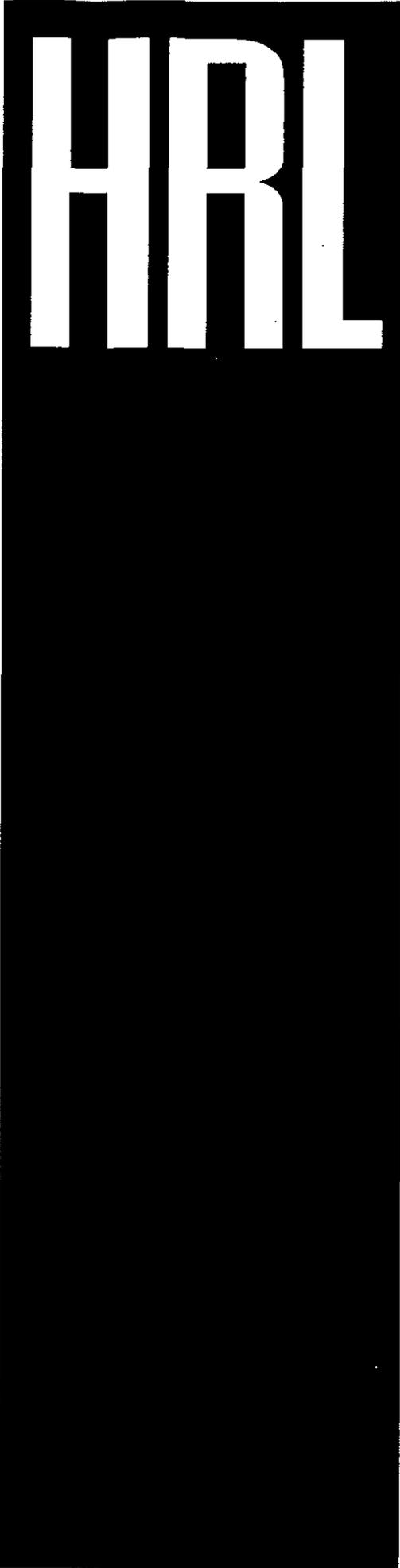
We think that you'll agree we are uniquely situated to handle searches in an expanded number of your search categories and we hope to have the opportunity to further expand on our capabilities through an in person presentation.

Sincerely,



Jack S. Lusk
Managing Partner

Cc: Christopher P. Boylan
Anne McCarthy
Thomas Carey
Joanne Giudicelli
Gina Roose

The logo for Harris Rand Lusk LLC (HRL) is a large, bold, black vertical rectangle on the left side of the page. Inside the top portion of this rectangle, the letters 'HRL' are written in a large, white, sans-serif font.

HRL

**Proposal to
The Port Authority of
New York and New
Jersey**

**from
Harris Rand Lusk LLC**

in response to

RFP Number 25881

**Request for Proposal
for Performance of
Expert Recruitment
Services for Executive
and Mid-Level Staff as
Requested on a "Call-In"
Basis During
2011-2015**

HARRIS • RAND • LUSK

261 Madison Avenue, 11th Floor, New York, NY 10016

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I. Our Firm and Our Commitment to The Port Authority of New York & New Jersey

Firm Overview

Harris Rand Lusk (HRL) is a *retained* executive search firm based in the heart of the Port District, with a national reach in terms of clients and prospective candidates.

That reach is enhanced by a robust central research staff as well as geographically diverse affiliate offices in Florida and California. The depth of our team's experience spans over seventy-five years in government, nonprofits, and executive recruiting and search.

We are a boutique practice dedicated to finding senior level talent for government and public service organizations and have a specialized nationwide practice in transportation & infrastructure.

In that regard we have been fortunate to work for some of the most interesting and diverse organizations in the United States, ranging from major public transportation providers and architectural and engineering firms, to medium and large size nonprofits.

Most of our searches in the transportation and infrastructure field have been for senior leadership and professional staff positions, where we have found talented candidates in engineering, architecture, finance, procurement, information systems, marketing and a host of sub-specialty and related managerial positions.

We are also adept at foundation searches and have successfully placed executives with some of the largest donors and participants in community funding, specializing in financial and administrative leadership searches for the nonprofit community. Over the years we have completed many hundreds of searches in our areas of specialization.

While our clients are provided with a dedicated team to handle their individual search needs, the entire HRL team works in concert to ensure that each of our clients is completely satisfied with a thorough, productive and fruitful search.

Finally, in addition to our search work, we find that many of our customers call on us regularly between searches to serve as a sounding board or to help them think through strategic management and personnel issues – a valuable benefit that comes with no additional cost to you as an HRL client.

What does this mean for the Port Authority?

We are particularly proud to have worked with on a number of successful searches for the Port Authority over the last decade in the categories for which we were deemed certified in 2008. Since your last call for proposals, however, we have significantly enhanced our search capabilities in a number of areas in which we were not formerly certified.

We can now serve a broader range of the Port's search needs through our dedicated Transportation & Infrastructure Practice, under the direction of a nationally known and well respected transportation professional – one with over 20 years of experience working at the senior-most levels of a similarly complex regional public transportation authority in the metro area.

For all Port Authority searches, we will assign Christopher P. Boylan, formerly Deputy Executive Director of the NYS Metropolitan Transportation Authority, and now the Director of our Transportation & Infrastructure Practice, to be the account lead.

Chris' efforts will be supplemented by Managing Director, Jack Lusk, who will also be personally engaged in each search. Their efforts will be further augmented by other members of the staff depending on the nature and/or category of a particular search.

In addition to our highly qualified staff, HRL can serve the Port's needs in a way that few other firms can, since we live, work and are headquartered right here in the Port District -- only blocks from your main offices.

That proximity allows us to handle short-fuse assignments or last minute meetings, and gives us, as members of the metropolitan region community, situational awareness of the external issues that face the organization on a daily basis.

When coupled with our knowledge of the internal workings of the Port, from not only past searches but from long-established personal and professional relationships with key management in virtually all your divisions and departments, (from Aviation, PATH and Bridges & Tunnels to Real Estate, Human Resources and more) we think you'll agree we're uniquely positioned to assist in your search needs.

Finally, our submission reflects a commitment by all of us at HRL to assist the Port Authority in its mission to promote the economic health of the bi-state region by attracting the highest quality talent, in the least amount of time, and in the most cost-effective way possible.

II. Members of the HRL Search Team

Jack Lusk, the *Managing Partner* of Harris Rand Lusk has over a decade and a half of executive search experience as well as two decades hands-on management in large complex governmental and nonprofit environments.

A “connector,” problem solver, and strategic planner, Jack has extensive, high level experience in government, marketing, paratransit, transportation planning, systems analysis, non-profit operations and leadership development. This collective knowledge of the transportation business has provided him unparalleled insight in finding talent in each of those areas and has allowed him to perform CEO-level searches for dozens of transportation systems and authorities from coast to coast.

Prior to joining the field of executive search, Mr. Lusk served as a Sr. Vice President of MTA New York City Transit (NYCT), managing government affairs, planning, and marketing. He brought a new level of customer service to New York’s bus and subway operations. He also handled APTA relations for the NYCT President.

Beyond the transit environment, Jack has been involved in virtually every *transportation mode*. He was the highly visible Chairman and Chief Executive Officer of the New York City Taxi and Limousine Commission. He served two terms as Deputy Counsel and Special Transportation and Environmental Issues Advisor to Mayor Ed Koch and was also Chairman of the City’s Concessions and Franchises Review Committee.

On the national transportation stage, Jack was a Staff Attorney and Special Assistant to the US Secretary of Transportation, Neil Goldschmidt.

Jack is the former American Chair of the British-American Leadership Project. He is dedicated to regional tourism having served as director of NYC & Company and The Big Apple Greeter. For the last 12 years, he has been a participant and active fundraiser for the Pan Massachusetts Challenge, the premier sports fundraising event in the country, which supports the Dana-Farber Cancer Institute. Among other leadership positions, Jack is a Member of the Board of Creative Arts Team (CAT).

Jack consults and speaks widely on issues of leadership in the government and nonprofit sectors. His client list includes many of the nation’s top public authorities, state and local government agencies and nonprofit organizations. He has conducted hundreds of successful and complex leadership searches, working closely with a variety of selection committees.

A graduate of George Washington University Law School, he is also a graduate of the University of Wisconsin where he majored in history and political science

As Managing Partner, Jack brings his expertise, assistance and guidance to each and every search at HRL.

Christopher P. Boylan, Director of HRL's Transportation & Infrastructure Practice, has over 31 years of senior executive experience in the upper echelons of federal, state and local governments. In addition to his work at HRL, he currently consults in the architectural, engineering, building and real estate industries through his work with the General Contractors Association of NY (GCANY).

Most recently, as Deputy Executive Director of the nation's largest transit system, the NYS Metropolitan Transportation Authority (MTA), he was responsible for internal & external relations; government & community relations; marketing & corporate communications, and; customer service.

Chris also served for over three years as Chief of Staff to two Chairmen of the MTA where he was responsible for MTA headquarters administration and operations, including its Human Resources, Real Estate, Information Technology, Planning, Policy and Budget Divisions. During that time he was directly involved in numerous high-profile searches for MTA headquarters and agency leadership.

During his career at the Authority, he was tasked with overseeing several complex, high-profile MTA-wide initiatives, such as the MetroCard fare collection system roll-out; the DuPont Safety initiative; classified procurement consolidation, and; serving as the MTA's point with NYC OEM and dozens of City, State, Federal and private entities in the effort to recover transit service in Lower Manhattan after 9/11.

Before joining the MTA, he served for 11 years in the Mayoral administration of NYC Mayor Edward I. Koch where he handled Congressional Affairs, including surface transportation, aviation, environmental and ports legislative issues. He was also the liaison to the U.S. Conference of Mayors (USCOM), the National League of Cities (NLC) and the National Association of Counties (NACo).

Chris is well-known in the national and international transit communities from over two decades of active participation in the American Public Transportation Association (APTA) where he has been the elected Vice Chair, Government Affairs and Vice Chair, Management & Finance. He served 8 years on APTA's Executive Committee and a decade and a half on its Board of Directors. Chris has also served as Chair of the Audit Committee, is currently Vice Chair of the Legislative Committee, and is a member of the Human Resources Committee and Business Members Board of Governors. Chris was re-nominated in August 2011 to serve a 3-year term on the APTA Board of Directors, this time as a Business Member.

Chris also served for six years on the Board of Directors of the NY Public Transit Assn. (NYPTA) and was inducted in 2011 into NYPTA's Hall of Fame. He has also worked with the American Association of State Highway and Transportation Officials (AASHTO), the International Bridge, Tunnel and Turnpike Association (IBTTA) and UITP, the International Assn. of Public Transport. Locally, he is a member of the Empire State Transportation Alliance (ESTA) and the NY Road and Infrastructure Improvement Coalition (NYRIIC), both of which advocate for MTA and DOT funding.

Separately, Chris served for nearly 27 years in the US Navy/Navy Reserve, retiring as a Captain (O-6). His last assignment was as the Navy's Deputy Chief of Information in the Pentagon, reporting directly to the Chief of Information, the Navy's top spokesperson. Chris maintains his military relationships through the Association of the United States Navy (AUSN), the Reserve Officers Association (ROA), and the New York Naval Militia (NYNM).

Chris holds a B.A. from Fordham University, an M.P.A. from the Rockefeller Graduate School of Public Affairs and Policy at SUNY Albany and has studied at the graduate level at the Naval War College, the National Defense University, and the Defense Information School.

Anne McCarthy is a **Senior Associate** and joined Harris Rand Lusk after more than 20 years managing, directing and leading divisions of New York City government.

An attorney and experienced manager, Anne was the Executive Director of the New York City Environmental Control Board for many years, ran the City's Section 8 low income housing program, was the Agency Chief Contracting Officer managing citywide procurement of goods and services and was an advisor to several Mayoral administrations on environmental, code enforcement, procurement and housing issues.

As the most senior executive for the divisions she managed, she was responsible for establishing the vision and communicating the mission of these organizations before legislatures, community groups, elected officials and individuals.

Her experience encompasses budgeting and financial management, having managed a \$100 million federal program, a tribunal with an operating budget of \$12 million and yearly revenue goals of \$50 million, and citywide contracts worth \$650 million; information technology for both mainframe and PC networked systems; customer service, running an agency emergency call center; intergovernmental relations; facilities management; and operations.

Anne brings her extensive knowledge of management, administration, law, budgeting, government, environmental policy and human resources to the searches she conducts for HRL's clients.

Thomas Carey is a **Consultant on Health, Human Resources and Benefits** issues to Harris Rand Lusk, with nearly 20 years of experience in health care and the health information field. Mr. Carey founded his own consulting practice to help organizations accelerate their growth process, take advantage of opportunities as a result of the recent Health Care Reform Bill, and maximize other business development prospects.

Prior to opening his own consulting practice, Tom was Vice President of Sales and Government Business at WebMD Health. He established the government channel and built government revenue to over \$5 million in annual sales. He led the efforts to have WebMD successfully listed on the GSA Schedule and also managed all State and Local Government sales efforts and the Taft Hartley Market.

Before joining the WebMD team, Tom spent 12 years at LifeCare, Inc. in the role of Managing Director. While at LifeCare, he increased revenues from \$2 million to over \$30 million. He also led the Sales and Account Management teams and all Government Business which included over 40 Federal Agencies and had LifeCare successfully listed on the GSA Schedule.

As the youngest of 14 children of the late former Governor for the State of New York, he is very familiar with the issues facing working families and the elderly. He is on the Board of Advisors of the Brookdale Center on Aging and Longevity.

Tom is a graduate of Syracuse University and resides with his wife and 2 daughters in Southport, CT.

Jane Herzog is a Senior Associate at Harris Rand Lusk. Her professional experience includes more than twenty years as a Professor at New York University in the Steinhardt School of Education. During that time, Dr. Herzog was the Director of the Para Educator Center for Young Adults; a center for preparing students with learning disabilities for careers in the human services.

She also worked as an Investigator for the New York State Education Department on a project concerning the efficacy of early intervention for children with disabilities and she currently serves on the Alumni Council of Columbia University's Teacher's College.

Dr. Herzog has served on numerous Boards and has lectured extensively at national educational conferences. Since coming to work with Harris Rand Lusk, she has carried out a series of high-level non-profit searches focusing on academic and institutional leadership and oversight. She is extremely talented at understanding client needs and priorities, establishing search strategies, identifying a pool of candidates through her network of contacts, and marketing positions to potential candidates in a way that encourages interest and enthusiasm toward the client. In particular, she is an excellent interviewer who knows exactly what questions to ask individuals with education and academic backgrounds.

Dr. Herzog holds a BA from Western College for Women, a Masters in Special Education from George Washington University and Columbia University, and a Doctorate in Educational Administration from Teacher's College, Columbia University.

Timothy D. Dobbins is a *Management Consultant* to Harris Rand Lusk. He is the founder and president of *Cultural Architects*, and has focused his life and work on aligning individuals and organizations toward a stronger and more strategic purpose. As a communications specialist, conflict negotiator, and Episcopal (Anglican) priest, he has experienced people in all facets of life. His work is dedicated toward identifying, shaping, and integrating the leadership and communication potential of persons and institutions with significant responsibility.

He is a Fellow at the Wharton School, University of Pennsylvania, (where he has also lectured), and a Fellow of the British-American Project, affiliated with the Johns Hopkins School for Advanced International Studies and the Royal Institute for International Affairs in London. He has studied in Washington, D.C., London, Jerusalem, and at the C.G. Jung Institute in Zurich. He holds both BA and Master's degrees.

Tim is the recent author of *Stepping Up: Make Decisions That Matter*, (English and Korean), published by HarperCollins (Collins Business) 2006, as well as; *Business Companion: a Communications Phrasebook* published in Chinese, Spanish, Japanese, French and German, (2000/2003), (Random House/Living Language). He is also the author and speaker of the first original Random House Audible Presentation entitled: *Making the Most of Change: Strategies for the Oval Office and Your Office* (Random House Audio/Audible.com 2001).

Most recently Tim has spent the last twelve years as consultant and advisor to Random House, Inc. He has been a speaker at two sales conferences, and provided executive coaching and organizational alignment for the Crown Publishing Group, the sales department, the Audio, Large Print and Value Divisions, Fodor's, Books on Tape, the IT/Production/Operations and Fulfillment Departments. He and his associates provide executive coaching and leadership development programs to a variety of companies.

A frequent guest speaker, retreat and seminar leader, Mr. Dobbins remains committed to helping individuals and organizations step up to discover new and effective ways of leading change by understanding culture and focusing on the professional development of key leaders.

Moses Paz is a *Senior Associate* at Harris Rand Lusk who joined the firm after 22 years of executive experience with non-profit, social service, and Jewish communal service organizations and will head the firm's practice in these areas.

He has served as executive director and CEO with community foundations, Jewish Federations, family, child, and social service agencies. He provided strategic fiscal and operational management to large Jewish Community Center preschools and camps, theater and arts programs and wellness, fitness and recreation programs.

Moses has raised millions of dollars to benefit community services through a variety of avenues including annual and capital campaigns and high profile events with major corporations, NBA & NFL sports teams and celebrities gaining access to the top tier philanthropic community.

Skilled in marketing and promotions, he developed major community events that attracted thousands and highlighted the agency and its mission. His experience encompasses the cultivation of major gifts, developing marketing and P.R. campaigns and advocating for non-profits with elected officials and funding sources.

A respected professional, he graduated from UCLA, San Diego State University and practiced as a child, family and group therapist prior to serving as executive director. He was one of a select group of executives to participate in the prestigious JCCA Israel Fellows Program, and completed post graduate work with the William Penn Foundation Center for Non-Profit Management sponsored by La Salle University.

Moses was active in the development of city wide and nationally sponsored lay, board, and staff development programs through the national Jewish Federation movement and has mentored executive directors across the country.

Siobhan McDermott just recently joined HRL after a nearly twenty-five year career as a *management consultant, and an executive recruiter*, Siobhan has a keen ability to quickly evaluate an organization's needs and develop a strategic approach to helping them achieve their mission.

Siobhan collaborates with Harris, Rand & Lusk on top leadership searches in the arts, social services and education, where she has extensive development and strategic planning experience. She is also the founder of Strategic Management Consulting (1998), a management consulting firm that guides nonprofit organizations through major capital campaign planning and implementation.

Siobhan served as a consultant and campaign manager for the national consulting firm, Milano, Ruff and Associates, Inc. for several years (1996-1999), working on major funding initiatives from Los Angeles to Florida, South Carolina to West Virginia.

Siobhan also was a member of the professional development staff of several of New York's premier cultural institutions including The Public Theatre, City Center, and the Princess Grace Foundation-USA (1989-1996). Representative clients include the Children's Museum of New Jersey (Newark, NJ), The Montauk Playhouse Community Center Foundation (NY), TEAM Academy Charter School (Newark, NJ), The Clay Center for the Performing Arts (Charleston, WV), The Peace Center, (Greenville, SC), One Stop Senior Services (NYC), Cathedral of St. John the Divine (NYC), and Cathedral of Our Lady of the Angels (CA). Siobhan is a member of the Board of Directors of the Broadway Mall Association that serves NYC.

Joanne Giudicelli is the *Director of HRL's Information Technology Practice*.

She is based in San Francisco and has been affiliated with Harris Rand Lusk since 2003.

With over 18 years of executive search experience, she has conducted over 300 successful searches, helping companies to staff their technology organizations across every discipline of corporate information systems and infrastructure.

In addition to many clients in the software industry, Joanne has provided candidates to financial services, retail, utilities, healthcare, and consulting services related organizations in their application and deployment of technology.

She has also conducted assignments for venture capital and private equity firms, as well as publicly traded Fortune 1000 and not-for-profit companies.

Earlier in her career Joanne was the Applications Manager within several corporate IT environments, designing, developing and implementing business systems for various industries including transportation, manufacturing and distribution. John has established relationships with CIO/CTO candidates who have had significant impacts on their organizations with the application of customer-focused enterprise and e-Business solutions.

Joanne graduated with an MBA from University of California, Berkeley and a BBA in Computer Information Systems from Temple University. She is active in the community and does volunteer work for several organizations including Guide Dogs for the Blind.

III. Client List

Nonprofit Clients

Actors' Equity Association
Alliance for the Arts
Alliance for Downtown New York
Amber Charter School
AMDeC
ASPCA
Association for a Better New York
Baby Buggy
Bachmann-Strauss Dystonia Foundation
Beginning with Children Foundation
Big Brothers Big Sisters of New York City
Birch Family Services
Boy's Club of NYC
Bronx Charter School for Excellence
Brooklyn Public Library
Brooklyn Public Library Foundation
Building Excellent Schools
Business Council of NYS
CAMBA
Campaign for Fiscal Equity
Center for Arts Education
Center for Charter School Excellence
Child Mind Institute
Children for Children
Children's Museum of Manhattan
Civic Builders
The College Board
Columbia University
Common Good
Community Service Society
Comprehensive Development, Inc.
Do Something
Drugfree.org
Drug Policy Alliance
East New York Prep
The Educational Alliance
Farm Sanctuary
Federation of Protestant Welfare Agencies
FEGS Health and Human Services System
14th Street Union Square BID
The Fortune Society
Found Animals Foundation
Fund for Public Schools
Fund for the City of New York
Gay Men's Health Crisis
George Jackson Academy
Georgetown University
Gilda's Club Westchester
Governor's Committee on Scholastic Achievement
Habitat for Humanity - New York City
Harlem Day Charter School
Helen Keller Services for the Blind
Hospital for Special Surgery
Hudson Square BID
James Lenox House Association

Learning Leaders
Lower Manhattan Cultural Council
Maimonides Medical Center
March of Dimes
Maternity Center Association
Memphis Jewish Community Center
Mental Health Association of NYC
Met Council
Metropolitan Waterfront Alliance
Municipal Art Society of New York
National Kidney Foundation
National Urban Fellows
New York Cares
New York City Partnership
New York Community Trust
New York Employment & Training
Coalition
New-York Historical Society
Nonprofit Coordinating Committee of NY
Nonprofit Finance Fund
Nontraditional Employment for Women
Pace University
Partnership for Children's Rights
Phipps Houses
Phoenix House
Planned Parenthood of NYC
Police Athletic League of NYC
Public Health Solutions
The Presidio Trust
Project Renewal
Rainforest Alliance

Roosevelt Institute
Safe Horizon
Safe Space
Say Yes to Education
SCO Family of Services
Seedco
September 11th Fund
Single Stop
Society of Hispanic Professional Engineers
Sotheby's Institute
Spence-Chapin
St. Louis Jewish Community Center
Stanley Isaacs Neighborhood Center
The After-School Corporation (TASC)
Tisch Illumination Fund
The Trust for Public Land
United Way of NYC
Urban Assembly
Vera Institute of Justice
Wall Street Rising
Wallace Reader's Digest Foundation
West End Day School
Westchester Italian Cultural Center
Wildcat Service Corporation
Winston Churchill Foundation of the US
Women's Housing and Economic
Development Corporation
Worldfund
Yonkers Partners in Education
Yorkville Common Pantry
Young Women's Leadership Foundation

Public Clients

AMTRAK
(National Railroad Passenger Corporation)

Bay Area Rapid Transit

Bi-State Development Agency
(St. Louis)

Capital Metropolitan Transit Authority
(Austin)

City of Los Angeles, CA

City of New York, NY

- Various Departments

City of Newark, NJ

- Brick City Development Corp.

City University of New York

Delaware Department of Transportation

Golden Gate Bridge, Highway and
Transportation District

Hunter College

LaGuardia Community College

Los Angeles Metropolitan Transportation
Authority

Lower Manhattan Development
Corporation

Massachusetts Port Authority

Metropolitan Atlanta Rapid Transit
Authority

Metropolitan Transportation Authority
(MTA) – New York

MTA Long Island Rail Road

MTA Metro-North Railroad

MTA New York City Transit

National Park Service

New Jersey Transit Corporation

New York City Department of Education

New York Liquidation Bureau

Peninsula Transportation (Pentran)

The Port Authority of New York &
New Jersey

Sacramento Regional Transportation
District

San Francisco County Transportation
Authority (MUNI)

San Francisco Public Transportation
Department

Sound Transit (Seattle)

Southeastern Pennsylvania
Transportation Authority (SEPTA)

Triangle Transit Authority

VTA - Santa Clara Transit

Washington Metropolitan Area Transit
Authority

Yonkers Public Schools

IV. Our Executive Search Process

Phase One

1. Introductory Consultations

In a detailed discussion, our team leader will discuss with the Port Authority's liaison, the values, strategic objectives, and characteristics of the division at the Port Authority in which the vacancy exists, the requirements of the position and all other relevant issues. HRL will contribute our perspective, and assist the Port in defining the job and refining its objectives.

2. The Position Specification and Search Plan

After the initial consultation, we prepare and submit a detailed Position Description, which is then approved by the Port. This description forms the basis for initial dialogue with candidates and contacts in the relevant area. Simultaneously, we also develop a Search Plan with the Port liaison, and set mutually agreed-upon dates for accomplishing major steps in the search, including client contact frequency and initial candidate interviews.

3. Search Research and Strategy

As the Position Description is being drawn up and discussed, we begin to develop a search strategy that is anticipated to result in the identification of the most qualified candidate. To do this, we analyze market conditions and review the competition's organizational and executive talent strategies. Drawing on our resources, extensive marketplace contacts, experience on previous, perhaps similar, projects, and our global proprietary database and research resources, we identify industries and companies where qualified candidates are likely to be found.

4. Identification of Prospective Candidates

The most critical stage of any assignment is identifying qualified prospective candidates. Through our extensive range of contacts in the targeted industries or public entities, we identify potential candidates within a very short period of time. We obtain complete information on a candidate's background, qualifications, present position and responsibilities as well as form a view on his or her potential "fit" with the Port's needs and its culture.

Phase Two

5. Prospective Candidate Interviews

As the search progresses we hold face-to face meetings with potential candidates to assess their qualifications and motivation. At this stage, it may still be desirable for the client's name to remain confidential, but potential candidates almost invariably are willing to enter into preliminary discussions with us.

6. Client (Port) – Candidate Meetings

We then arrange a series of meetings between designated Port staff and the lead candidates, ensuring that the Port is fully briefed about each candidate in advance of any meeting and that each candidate is fully aware of the nature and demands of the position. This is a critical stage for both parties, and it is essential that each is thoroughly prepared if the meetings are to produce useful results. It is at this stage that the preferred candidate is identified.

7. Candidate Evaluations

Immediately following the meetings/interviews, we update both the Port and candidates on their respective reactions and expectations. We help the Port, where appropriate, to assess candidates against each element of the job description and use this assessment to assist the Port in honing in on the right candidate or finalists.

8. Reference Checking

As early as possible in the search process we contact individuals who are knowledgeable of the candidate's relevant leadership abilities, technical competencies, personal skills and integrity, and the quality of his or her previous work.

Phase Three

9. Negotiation of Offer

Our knowledge of the market and our status as an intermediary are invaluable to the Port throughout the sensitive negotiating phase leading to final acceptance of the offer. During this aspect of the process – and included in our fee -- we will assist the Port, if necessary, in contract and compensation negotiations, address issues relating to career progression, and obtain any additional formal references required.

10. Client Feedback and Follow-up

Upon the completion of a search, we request that the Port complete a survey on the level of satisfaction with the experience. This client feedback is our most important tool in gauging how well we are performing and is particularly important in a “Call-In” arrangement as proposed by the Port, where additional searches may be required in the near future.

Our involvement with the Port and candidate continues after the offer is accepted. We often act as a liaison between the two parties to anticipate and resolve any unresolved issues, and to make the transition as smooth as possible.

After completing the assignment, we maintain an ongoing relationship with the Port and the candidate through periodic phone calls or visits.

V. Time and Costs

How long does our average search take?

Each search is unique and in that regard it is extremely difficult to precisely estimate the time needed to successfully complete a typical search. However, based on our experience, the average time from executing an agreement to hiring a candidate takes approximately two to three months.

What helps to speed the process is a regular relationship with our clients, so that we can be responsive to nuances in what the client is looking for and in the candidates presented. We will do everything possible to conduct a search in the most expeditious manner possible for our customers, without sacrificing thoroughness and quality.

What are the fees for each search?

While our fees are typically based on one-third of the first year's annual earnings (base salary plus bonus,) with a minimum fee of \$35,000 per search, in the case of the Port Authority, where we anticipate performing multiple searches, and are located nearby, which reduces our staff time and travel requirements, *we propose a discounted fee structure.*

The first search during a rolling 12 month period would be based on 30 percent of the first year's annual earnings (base salary plus bonus) with a minimum fee of \$32,000 per search.

Should there be a second search during that 12 month rolling period, the fee for a second and subsequent searches begun during that time will be *discounted to 28 percent*, with our minimum fee *discounted to \$30,000.*

All bills are due and payable based upon an agreed upon schedule with the Port and the payment of fees and expenses is not contingent upon the hiring of a candidate.

What about expenses?

Engagement support expenses may include such out-of-pocket items as dedicated research, advertising, telephone long-distance fees, postage, communication expense, database services and other administrative costs. Candidate and consultant interview and travel expenses are not included in this category and are forwarded directly to the client for payment.

Typically, expenses are ten percent of the fee during the life of the search, however, for the Port Authority, we are proposing a *discounted rate of 8 percent.*

What if the Port hires one of the individuals identified for another position?

A search engagement may identify individuals whom the Port may consider to be ideal candidates for a position other than that specified in the assignment. If such an individual is hired by the Port, we would be entitled to a fee of 25 percent of the first year's annual earnings (base salary plus an estimate of incentives), which is a discount from our regular 33 percent fee in such instances. This fee would normally be due as of the employment date of such an individual.

What kind of guarantee does the Port have that the hired individual will work out?

Perhaps most importantly for The Port Authority's peace of mind, Harris Rand Lusk provides a guarantee that should a successful candidate prove unsuitable and leave within one year through no fault of the Port, we will reopen the search at no charge, except for out-of-pocket expenses and a small research charge. Should the position become vacant within the first six months, we will waive the research charge.

We stake our reputation on satisfying our clients and we will go to great lengths to ensure that the Port Authority's search needs are satisfied.

Proposal Section A

ATTACHMENT B

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)**

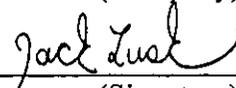
AGREEMENT ON TERMS OF DISCUSSION

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Harris Rand Lusk

(Company)



(Signature)

Managing Partner

(Title)

September 21, 2011

(Date)

Proposal Section B

ATTACHMENT C

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):

Harris Rand Lusk

2. Business Address:

261 Madison Avenue, 11th Floor, New York, NY 10016

3. Business Telephone Number: 212-808-8231/4

4. Business Fax Number 212-391-7826

5. Firm website: www.harrisrand.com

6. Federal Employer Identification Number (EIN): Ex. 1

7. Date (MM/DD/YYYY) Firm was Established: 03 / 27 / 2003

8. Name, Address and EIN of Affiliates or Subsidiaries:

9. Officer or Principal of Firm and Title:

Jack S. Lusk - Managing Partner

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

Christopher P. Boylan, Director, Transportation & Infrastructure Practice -

office: 212-808-8231/cell: 917-273-7862; e-mail: cboylan@harrisrand.com

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is an DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

Proposal Section C

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 5 - Transportation
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: New Jersey Department of Transportation

Client Address (City & State): Trenton, NJ

Client Contact Name/Phone #/Email Address: James Simpson, Commr/909-530-3536/

Title of Placement: Chief of Staff james.simpson@dot.state.nj.us

Date of Placement: 2010

Placement #2

Client Business Name: Metropolitan Transportation Authority

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Jay Walder, Chmn.& CEO/(212)878-7200

Title of Placement: 1) Director, Labor Relations; 2) Dir. Federal Gov't Relations

Date of Placement: 1) 2010 2) 2010/11

Placement #3

Client Business Name: Metropolitan Transportation Authority

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Gabrielle Shubert (718) 694-5102

Title of Placement: Grand Central Terminal Centennial Project Manager

Date of Placement: 2011

Placement #4

Client Business Name: MTA Bridges and Tunnels

Client Address (City & State): New York, New York

Client Contact Name/Phone #/Email Address: Susan Kupferman (then President)/212-878-7000/

Title of Placement: Deputy Chief of Staff skupferman@mtahq.org

Date of Placement: 2008/9

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 4 - Environment/Energy
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Port Authority of NY & NJ
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Evelyn Crespo/212-435-2824/ecrespo@panynj.gov
Title of Placement: Director of Sustainability
Date of Placement: 2009

Placement #2

Client Business Name: Rainforest Alliance
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Tensie Whelan/212-677-1900/twhelan@ra.org
Title of Placement: V.P. of Operations and V.P. H.R. (TWO SEARCHES)
Date of Placement: 2011

Placement #3

Client Business Name: Friends of Hudson River Park
Client Address (City & State): New York, New York
Client Contact Name/Phone #/Email Address: A.J. Pietrantone/212-757-0981/aj@fohrp.org/
Title of Placement: Director of Development
Date of Placement: 2011 (nearing completion)

Placement #4

Client Business Name: Trust for Public Land
Client Address (City & State): San Francisco, CA New York
Client Contact Name/Phone #/Email Address: Rose Harvey/rose.harvey@tpl.org
Title of Placement: 1) NJ Field Office Director; 2) Regional Director of Development
Date of Placement: 1) 2009 2) 2008

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 3 - Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Roosevelt Institute

Client Address (City & State): New York, New York

Client Contact Name/Phone #/Email Address: Paul Bennett/212-444-9131/ /

Title of Placement: Chief Financial Officer pbennett@rooseveltinstitute.org

Date of Placement: 2011

Placement #2

Client Business Name: New York Community Trust

Client Address (City & State): New York, New York

Client Contact Name/Phone #/Email Address: Lorie Slutzky/212-686-0010/las@nyct-cfi.org

Title of Placement: Chief Financial Officer

Date of Placement: 2009

Placement #3

Client Business Name: Stanley Isaacs Neighborhood Center

Client Address (City & State): New York, New York

Client Contact Name/Phone #/Email Address: Wanda Wooten; wwooten@isaacscenter.org

Title of Placement: Chief Financial and Administrative Officer (212) 360-7620 x13

Date of Placement: 2011 (did similar search in 2007)

Placement #4

Client Business Name: Brooklyn Public Library

Client Address (City & State): Brooklyn, New York

Client Contact Name/Phone #/Email Address: Miriam Katowitz/718-230-2100/

Title of Placement: Executive Director Miriam.katowitz@mail.cuny.edu

Date of Placement: 2011

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 2 - Construction/Project Management
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Port Authority of NY & NJ
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Evelyn Crespo/212-435-2824/ecrespo@panynj.gov
Title of Placement: Project Managers – WTC (2 Positions)
Date of Placement: 2008/2009

Placement #2

Client Business Name: NYC Department of Environmental Protection
Client Address (City & State): Corona, NY
Client Contact Name/Phone #/Email Address: Dep. Commr. Steve Lawitts/718-595-6576/
Title of Placement: Dir. of Facilities Management & Construction slawitts@dep.nyc.gov
Date of Placement: 2009

Placement #3

Client Business Name: Tishman Speyer
Client Address (City & State): New York, New York
Client Contact Name/Phone #/Email Address: Michelle Adams, Managing Dir./212-370-5800/
Title of Placement: Dir. Comm. Rel – Stuyvesant Town madams@tishmanspeyer.com
Date of Placement: 2010

Placement #4

Client Business Name: Trust for Public Land
Client Address (City & State): San Francisco, CA New York
Client Contact Name/Phone #/Email Address: Rose Harvey/rose.harvey@tpl.org
Title of Placement: 1) NJ Field Office Director; 2) Regional Director of Development
Date of Placement: 1) 2009 2) 2008

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 1 - Engineering/Architecture
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Brick City Development Corporation (City of Newark, NJ)

Client Address (City & State): Newark, New Jersey

Client Contact Name/Phone #/Email Address: Dep.Mayor Stephan Pryor/973-273-1040/

Title of Placement: Chief Executive Officer pryors@bcdcn Newark.org

Date of Placement: 2009

Placement #2

Client Business Name: NYC Department of Environmental Protection

Client Address (City & State): Corona, NY

Client Contact Name/Phone #/Email Address: Dep. Commr. Steve Lawitts/718-595-6576/

Title of Placement: Dir. of Facilities Management & Construction slawitts@dep.nyc.gov

Date of Placement: 2009

Placement #3

Client Business Name: The Salvadori (Architectural & Engineering) Center

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Gregory Kelly, Chmn/212-465-5447/

Title of Placement: Executive Director gkelly@pbworld.com

Date of Placement: 2011

Placement #4

Client Business Name: Municipal Art Society

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Vin Cipolla/212-435-0041/vc@mas.org

Title of Placement: 1) President 2) Chief Financial Officer (TWO SEPARATE PLACEMENTS)

Date of Placement: 1) 2009 2) 2010

Proposal Section D

Joanne Giudicelli - *Director, Information Technology Practice*

Joanne Giudicelli brings a West Coast reach to Harris Rand Lusk. Based in San Francisco, Joanne has been affiliated with Harris Rand Lusk since 2003.

With over 18 years of executive search experience, she has conducted over 300 successful searches, helping companies to staff their technology organizations across every discipline of corporate information systems and infrastructure. In addition to many clients in the software industry, Joanne has provided candidates to financial services, retail, utilities, healthcare, and consulting services related organizations in their application and deployment of technology.

She has also conducted assignments for venture capital and private equity firms, as well as publicly traded Fortune 1000 and not-for-profit companies.

Earlier in her career Joanne was the Applications Manager within several corporate IT environments, designing, developing and implementing business systems for various industries including transportation, manufacturing and distribution.

Joanne has established relationships with CIO/CTO candidates who have had significant impacts on their organizations with the application of customer-focused enterprise and e-Business solutions.

Joanne graduated with an MBA from University of California, Berkeley and a BBA in Computer Information Systems from Temple University. She is active in the community and does volunteer work for several organizations including Guide Dogs for the Blind.

Thomas Carey – *Consultant, Health, Human Resources and Benefits*

Thomas Carey brings nearly 20 years of experience in health care and the health information field to Harris Rand Lusk.

Mr. Carey founded his own consulting practice to help organizations accelerate their growth process, take advantage of opportunities as a result of the recent Health Care Reform Bill, and maximize other business development prospects.

Prior to opening his own consulting practice, where he consults on Health, Human Resources and Employee Benefits, Tom was Vice President of Sales and Government Business at WebMD Health. He established the government channel and built government revenue to over \$5 million in annual sales. Tom also led the efforts to have WebMD successfully listed on the GSA Schedule and also managed all State and Local Government sales efforts and the Taft Hartley Market.

Before joining the WebMD team, Tom spent 12 years at LifeCare, Inc. in the role of Managing Director. While at LifeCare, he increased revenues from \$2 million to over \$30 million. He also led the Sales and Account Management teams and all Government Business which included over 40 Federal Agencies and had LifeCare successfully listed on the GSA Schedule.

As the youngest of 14 children of the late former Governor of the State of New York, he is very familiar with the issues facing working families and the elderly. He is on the Board of Advisors of the Brookdale Center on Aging and Longevity.

Tom is a graduate of Syracuse University and resides with his wife and 2 daughters in Southport, CT.

Anne McCarthy - *Senior Associate*

Anne McCarthy joined Harris Rand Lusk after more than 20 years managing, directing and leading divisions of New York City government.

An attorney and experienced manager, Anne was the Executive Director of the New York City Environmental Control Board for many years, ran the City's Section 8 low income housing program, was the Agency Chief Contracting Officer managing citywide procurement of goods and services and was an advisor to several Mayoral administrations on environmental, code enforcement, procurement and housing issues.

As the most senior executive for the divisions she managed, she was responsible for establishing the vision and communicating the mission of these organizations before legislatures, community groups, elected officials and individuals.

Her experience encompasses budgeting and financial management, having managed a \$100 million federal program, a tribunal with an operating budget of \$12 million and yearly revenue goals of \$50 million, and citywide contracts worth \$650 million; information technology for both mainframe and PC networked systems; customer service, running an agency emergency call center; intergovernmental relations; facilities management; and operations.

Anne brings her extensive knowledge of management, administration, law, budgeting, government, environmental policy and human resources to the searches she conducts for HRL's clients.

Separately, Chris served for nearly 27 years in the US Navy/Navy Reserve, retiring as a Captain (O-6). His last assignment was as the Navy's Deputy Chief of Information in the Pentagon, reporting directly to the Chief of Information, the Navy's top spokesperson. Chris maintains his military relationships through the Association of the United States Navy (AUSN), the Reserve Officers Association (ROA), and the New York Naval Militia (NYNM).

Chris holds a B.A. from Fordham University, an M.P.A. from the Rockefeller Graduate School of Public Affairs and Policy at SUNY Albany and has studied at the graduate level at the Naval War College, the National Defense University, and the Defense Information School.

Christopher Boylan - *Director, Transportation & Infrastructure Practice*

Christopher Boylan has over 31 years of senior executive experience in the upper echelons of federal, state and local governments. In addition to his work at HRL, he currently consults in the architectural, engineering, building and real estate industries through his work with the General Contractors Association of NY (GCANY).

Most recently, as Deputy Executive Director of the nation's largest transit system, the NYS Metropolitan Transportation Authority (MTA), he was responsible for internal & external relations; government & community relations; marketing & corporate communications, and; customer service.

Chris also served for over three years as Chief of Staff to two Chairmen of the MTA where he was responsible for MTA headquarters administration and operations, including its Human Resources, Real Estate, Information Technology, Planning, Policy and Budget Divisions. During that time he was directly involved in numerous high-profile searches for MTA headquarters and agency leadership.

During his career at the Authority, he was tasked with overseeing several complex, high-profile MTA-wide initiatives, such as the MetroCard fare collection system roll-out; the DuPont Safety initiative; classified procurement consolidation, and; serving as the MTA's point with NYC OEM and dozens of City, State, Federal and private entities in the effort to recover transit service in Lower Manhattan after 9/11.

Before joining the MTA, he served for 11 years in the Mayoral administration of NYC Mayor Edward I. Koch where he handled Congressional Affairs, including surface transportation, aviation, environmental and ports legislative issues. He was also the liaison to the U.S. Conference of Mayors (USCOM), the National League of Cities (NLC) and the National Association of Counties (NACo).

Chris is well-known in the national and international transit communities from over two decades of active participation in the American Public Transportation Association (APTA) where he has been the elected Vice Chair, Government Affairs and Vice Chair, Management & Finance. He served 8 years on APTA's Executive Committee and a decade and a half on its Board of Directors. Chris has also served as Chair of the Audit Committee, is currently Vice Chair of the Legislative Committee, and is a member of the Human Resources Committee and Business Members Board of Governors. Chris was re-nominated in August 2011 to serve a 3-year term on the APTA Board of Directors, this time as a Business Member.

Chris also served for six years on the Board of Directors of the NY Public Transit Assn. (NYPTA) and was inducted in 2011 into NYPTA's Hall of Fame.

He has also worked with the American Association of State Highway and Transportation Officials (AASHTO), the International Bridge, Tunnel and Turnpike Association (IBTTA) and UITP, the International Assn. of Public Transport. Locally, he is a member of the Empire State Transportation Alliance (ESTA) and the NY Road and Infrastructure Improvement Coalition (NYRIIC), both of which advocate for MTA and DOT funding.

C.1 – Qualifications and Experience of Staff

(Resumes of Principals Who Would Be Assigned to Port Authority Search(es))

Jack Lusk - *Managing Partner*

Jack has over a decade and a half of executive search experience as well as two decades hands-on management in large complex governmental and nonprofit environments.

A “connector,” problem solver, and strategic planner, Jack has extensive, high level experience in government, marketing, paratransit, transportation planning, systems analysis, non-profit operations and leadership development. This collective knowledge of the transportation business has provided him unparalleled insight in finding talent in each of those areas and has allowed him to perform CEO-level searches for dozens of transportation systems and authorities from coast to coast.

Prior to joining the field of executive search, Mr. Lusk served as a Sr. Vice President of MTA New York City Transit (NYCT), managing government affairs, planning, and marketing. He brought a new level of customer service to New York’s bus and subway operations. He also handled APTA relations for the NYCT President.

Beyond the transit environment, Jack has been involved in virtually every transportation mode. He was the highly visible Chairman and Chief Executive Officer of the New York City Taxi and Limousine Commission. He served two terms as Deputy Counsel and Special Transportation and Environmental Issues Advisor to Mayor Ed Koch and was also Chairman of the City’s Concessions and Franchises Review Committee.

On the national transportation stage, Jack was a Staff Attorney and Special Assistant to the US Secretary of Transportation, Neil Goldschmidt.

Jack is the former American Chair of the British-American Leadership Project. He is dedicated to regional tourism having served as director of NYC & Co. and The Big Apple Greeter. For the last 12 years, he has been a participant and active fundraiser for the Pan Massachusetts Challenge, the premier sports fundraising event in the country, which supports the Dana-Farber Cancer Institute. Jack is also Member of the Board of Creative Arts Team (CAT).

Jack consults and speaks widely on issues of leadership in the government and nonprofit sectors. His client list includes many of the nation’s top public authorities, state and local government agencies and nonprofit organizations. He has conducted hundreds of successful and complex leadership searches, working closely with a variety of selection committees.

A graduate of George Washington University Law School, he is also a graduate of the University of Wisconsin where he majored in history and political science

As *Managing Partner*, Jack brings his expertise, assistance and guidance to each and every search at HRL.

Proposal Section C.1

ATTACHMENT D

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES	MID-LEVEL SEARCHES
	(RETAINER)	(CONTINGENCY)
1 - Engineering/Architecture	X	
2 - Construction/Project Management	X	
3 - Finance/Real Estate	X	
4 - Environment/Energy	X	
5A - Information Technology		
5 - Transportation (<i>i.e. Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)	X	
6 - Security/Public Safety		
7 - Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)	X	
8 - Diversity (including Military/Veterans)	X	

Proposal Section E

E. Proposed Management Approach for Performance of Service

Harris Rand Lusk has conducted numerous successful searches on behalf of government and non-government clients – and over the last few years, have done a number for the Port Authority itself. We are also an equal opportunity/affirmative action employer. We are particularly proud of our success in placing women and minority candidates in leadership positions.

Christopher Boylan, as Director of HRL's Transportation and Infrastructure Practice, would have the overall responsibility for any and all Port Authority searches and would personally make sure that all of the necessary steps would be carried out to reach a successful conclusion.

Essentially, Chris would be available to you on a 24/7 basis and all client contacts would be initiated through him or through our Managing Partner, Jack Lusk. Depending on the nature and category of the search, various members of the HRL team would support Chris and facilitate the search with him. While we included biographies of the members of the team most likely to help facilitate searches in the categories identified by the Port Authority RFP, that other principal staff members – and of course our entire Research division – will be tasked to assist as needed.

Senior level recruiting and search requires considerable interaction between HRL and the client, as well as attention to detail. We use a well-delineated, straightforward process in conducting our searches and over the course of the assignment we would accomplish the following:

- Write and get approval on a detailed job description that lays out the specifications and key criteria for the position. We will work with you in presentation and in adding any other criteria that may be helpful in pursuing this search. This would then be subject to your final review and approval.
- Launch a targeted and comprehensive research effort (including appropriate advertisements) to identify companies, agencies, institutions, and specific individuals likely to lead us to qualified candidates. This is where our years of experience and contacts in the industry help to produce quality leads and candidates – and do so in an expeditious and cost-effective manner.
- Contact and interview prospects to gauge their qualifications and interest in the position, determining each candidate's interest level; experience level and significant achievements relative to the position; education and background; intellectual, interpersonal and motivational competencies; and remuneration and financial expectations. HRL would also review the credentials and interview appropriate candidates identified by you. We would then present to you those candidates whom we believe are best suited to perform the job as specified.
- Provide written and verbal status reports and conduct progress meetings with the PANYNJ to report on our efforts and work to carry out the steps necessary to complete the assignment in the most expeditious manner.

(continued on next page)

- Set up and conduct interviews with the PANYNJ for those candidates you believe best fit the qualifications set forth.
- Complete detailed reference and background checks of the candidates identified as finalists and counsel on the selection of the primary candidate.
- Assist with salary negotiations and participate, to the extent necessary, in presenting the offer to the selected final candidates.
- Assist in the entry of the new hire into the Port Authority.
- HRL will continue to be available to the Port Authority for ongoing advice in between searches.

Proposal Section F

F. Proposed Technical Approach

Phase One

1. Introductory Consultations

We sit down with you as a client and in a detailed face-to-face discussion, our team leader will discuss with the Port Authority's liaison, the values, strategic objectives, and characteristics of the division at the Port Authority in which the vacancy exists, the requirements of the position and all other relevant issues. HRL will contribute our perspective, and assist the Port in defining the job and refining its objectives.

2. The Position Specification and Search Plan

After the initial consultation, we prepare and submit to you a detailed Position Description, which is then approved by the Port. This description forms the basis for initial dialogue with candidates and contacts in the relevant area.

Simultaneously, we also develop a Search Plan with the Port liaison, and set mutually agreed-upon dates for accomplishing major steps in the search, including client contact frequency and initial candidate interviews.

3. Search Research and Strategy

As the Position Description is being drawn up and discussed, we have already begun to develop a search strategy that is anticipated to result in the identification of the most qualified candidate. To do this, we analyze:

- market/industry conditions
- corporate culture requirements
- review the competition's organizational and executive talent strategies
- draw on our resources, extensive marketplace contacts, experience on previous, perhaps similar, projects
- search our global proprietary database and use other industry research resources
- identify industries and companies where qualified candidates are likely to be found.

4. Identification of Prospective Candidates

The most critical stage of any assignment is identifying qualified prospective candidates. Through our extensive range of contacts in the targeted industries or public entities, we identify potential candidates within a very short period of time. We obtain complete information on a candidate's background, qualifications, present position and responsibilities as well as form a view on his or her potential "fit" with the Port's needs and its culture.

Phase Two

5. Prospective Candidate Interviews

As the search progresses we hold both face-to face meetings and telephonic interviews with potential candidates to assess their initial qualifications and motivation. At this stage, it may still be desirable for the client's name to remain confidential, but potential candidates almost invariably are willing to enter into preliminary discussions with us.

6. Client (Port) – Candidate Meetings

We then arrange a series of meetings between designated Port staff and the lead candidates, ensuring that the Port is fully briefed about each candidate in advance of any meeting and that each candidate is fully aware of the nature and demands of the position. This is a critical stage for both parties, and it is essential that each is thoroughly prepared if the meetings are to produce useful results. It is at this stage that the preferred candidate is identified.

7. Candidate Evaluations

Immediately following the meetings/interviews, we update both the Port and candidates on their respective reactions and expectations. We help the Port, where appropriate, to assess candidates against each element of the job description and use this assessment to assist the Port in honing in on the right candidate or finalists.

8. Reference Checking

As early as possible in the search process we contact individuals who are knowledgeable of the candidate's relevant leadership abilities, technical competencies, personal skills and integrity, and the quality of his or her previous work.

Phase Three

9. Negotiation of Offer

Our knowledge of the market and our status as an intermediary are invaluable to the Port throughout the sensitive negotiating phase leading to final acceptance of the offer. During this aspect of the process – and included in our fee -- we will assist the Port, if necessary, in contract and compensation negotiations, address issues relating to career progression, and obtain any additional formal references required.

10. Client Feedback and Follow-up

Upon the completion of a search, we request that the Port complete a survey on the level of satisfaction with the experience. This client feedback is our most important tool in gauging how well we are performing and is particularly important in a "Call-In" arrangement as proposed by the Port, where additional searches may be required in the near future.

Our involvement with the Port and candidate continues after the offer is accepted. We often act as a liaison between the two parties to anticipate and resolve any unresolved issues, and to make the transition as smooth as possible. After completing the assignment, we maintain an ongoing relationship with the Port and the candidate through periodic phone calls or visits.

Proposal Section G

G. Detailed Cost Information

While our retainer fees are typically based on one-third of the first year's annual earnings (base salary plus bonus,) with a minimum fee of \$35,000 per search, in the case of the Port Authority, where we anticipate performing multiple searches, and are located nearby, which reduces our staff time and travel requirements, *we propose a discounted fee structure.*

The first search during a rolling 12 month period would be based on 30 percent of the first year's annual earnings (base salary plus bonus) with a minimum fee of \$32,000 per search.

Should there be a second search during that 12 month rolling period, the fee for a second and subsequent searches begun during that time will be *discounted to 28 percent*, with our minimum fee *discounted* to \$30,000.

All bills are due and payable based upon an agreed upon schedule with the Port and the payment of fees and expenses is not contingent upon the hiring of a candidate.

Engagement support expenses may include such out-of-pocket items as dedicated research, advertising, telephone long-distance fees, postage, communication expense, database services and other administrative costs. Candidate and consultant interview and travel expenses are not included in this category and are forwarded directly to the client for payment.

Typically, expenses are ten percent of the fee during the life of the search, however, for the Port Authority, we are proposing a *discounted rate of 8 percent.*

A search engagement may identify individuals whom the Port may consider to be ideal candidates for a position other than that specified in the assignment. If such an individual is hired by the Port, we would be entitled to a fee of 25 percent of the first year's annual earnings (base salary plus an estimate of incentives), which is a discount from our regular 33 percent fee in such instances. This fee would normally be due as of the employment date of such an individual.

Perhaps most importantly for The Port Authority's peace of mind, Harris Rand Lusk provides a guarantee that should a successful candidate prove unsuitable and leave within one year through no fault of the Port, we will reopen the search at no charge, except for out-of-pocket expenses and a small research charge. Should the position become vacant within the first six months, we will waive the research charge.

We stake our reputation on satisfying our clients and we will go to great lengths to ensure that the Port Authority's search needs are satisfied.

Proposal Section H

H. Affiliate Firms

N/A

Proposal Section I

I. Conflicts of Interest

N/A – no conflicts of interest noted by HRL.

Proposal Section J

J. Standard Agreement and Terms and Conditions

HRL hereby agrees to the Standard Agreement and Terms and Conditions as noted in RFP #25881.

PORT AUTHORITY OF NEW YORK AND NEW JERSEY
REQUEST FOR PROPOSALS (RFP)

PREPARED IN RESPONSE TO:

RFP No: 25881

**EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND
MID-LEVEL STAFF**

FOR



**THE PORT AUTHORITY
OF NY & NJ**

SUBMITTED BY: JURISTAFF, INC.



ORIGINAL

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

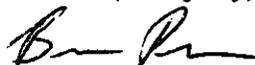
AGREEMENT ON TERMS OF DISCUSSION

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

JuriStaff, Inc.

(Company)



(Signature)

Business Development Manager

(Title)

9/15/11

(Date)

PORT AUTHORITY OF NEW YORK AND NEW JERSEY REQUEST FOR PROPOSALS (RFP)

PREPARED IN RESPONSE TO:

RFP No: 25881

EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF

FOR



**THE PORT AUTHORITY
OF NY & NJ**

SUBMITTED BY: JURISTAFF, INC.



Philadelphia/Corporate Office
1600 Market Street, 38th Floor
Philadelphia, PA 19103

New York Office
230 Park Avenue, 10th Fl
New York, NY 10169

Washington D.C. Office
1875 I Street, NW, 5th Fl
Washington, DC 20006

Mr. Brian M. Perero
Tel: (800)751-9100 x305
Fax: (877)751-9388
Email: bperero@juristaff.com
www.juristaff.com

Brian M. Perero, Business Development Manager

JuriStaff, Inc. agrees with all terms, conditions, and provisions included in the RFP. This proposal includes data that shall not be disclosed outside the Port Authority and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Port Authority shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Port Authority's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this document.



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INTRODUCTION – RELATIONSHIP WITH THE PORT AUTHORITY

JuriStaff, Inc., a Women Business Enterprise (WBE) certified by the Women Business Enterprise National Council (WBENC) Certificate No: 2005110507, is pleased to submit our proposal in response to your **Request for Proposal (RFP) RFP No: 25881**. This RFP is issued by the **Port Authority of New York and New Jersey** to acquire **Expert Recruitment Services for Executive and Mid-Level Staff**.

JuriStaff is very familiar with the **Port Authority of New York and New Jersey** and have been working with the Port Authority since January 2011 pursuant to Supplemental Legal Staffing Services (Contract No: LAW-11-003). This contract runs through January 2013. We currently have four (4) full time contract employees working on-site at the Port Authority. Our primary contact for the Port Authority is Jeanette Principe Tel: 212-435-3532 Email: jprincip@panynj.gov.

For this contract, **JuriStaff** has the capabilities required to provide the **Port Authority of New York and New Jersey** with **Expert Recruitment Services for Executive and Mid-Level Staff**. The recruiters provided for this contract will be capable of performing a wide range of **Expert Recruitment Services for Executive and Mid-Level Staff** including but not limited to Corporate Services and Diversity Searches, offering the **Port Authority of New York and New Jersey** access to a complete range of resources that facilitate a level of greater productivity and increased proficiency.

JuriStaff has been providing executive recruitment services to our clients for over 12 years. Over these years we have successfully executed a countless number of executive search/recruitment assignments in all industries for nearly every level position. We have the ability and experience to tailor our search process to the exact needs of our clients. With access to government, private, and public sector leaders and executives, **JuriStaff** is qualified to assist government and commercial clients in their recruitment needs.

JuriStaff is a full service executive search/recruitment firm. Our expertise is to help clients to fill high level direct hire/permanent job openings by finding passive candidates not actively seeking new employment. **JuriStaff** has been recruiting and placing executive level leaders and mid-level staff throughout the United States since 1997. **JuriStaff's** executive search services are performed for law firms, corporations and government entities.

JuriStaff is capable of managing the search process, interviewing and presenting candidates to clients and assisting with compensation negotiations. **JuriStaff** is capable of providing search services for any location within the United States and has recruiters who focus primarily on Executive and Mid-Level search projects

JuriStaff looks forward to the opportunity to compete for business from the **Port Authority of New York and New Jersey**. By submitting our proposal, **JuriStaff** unconditionally agrees to perform to this contract for **Expert Recruitment Services for Executive and Mid-Level Staff**, in full compliance with all terms and conditions stipulated in the RFP. **JuriStaff** looks forward to serving the **Port Authority of New York and New Jersey** for this contract, and likewise, would be pleased to be of further assistance for future endeavors.



SECTION A – AGREEMENT ON TERMS OF DISCUSSION

Please see front of JuriStaff's proposal for *Attachment B – Agreement on Terms of Discussion* from the RFP.



SECTION B – COMPANY PROFILE

The following page contains *Attachment C – Company Profile* from the RFP.

ATTACHMENT C
COMPANY PROFILE

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)**

1. Company Name (print or type):

JuriStaff, Inc.

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

230 Park Ave, 10th Floor

New York, NY 10169

3. Business Telephone Number: 800-972-9103
-

4. Business Fax Number: 800-751-9388
-

5. Firm website: www.juristaff.com
-

6. Federal Employer Identification Number (EIN): Ex. 1
-

7. Date (MM/DD/YYYY) Firm was Established: 09 / 15 / 1997
-

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

N/A

9. Officer or Principal of Firm and Title:

Cynthia Towers, President & CEO

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

Brian Perero, Business Development Manager

Tel: 800-972-9103, x305 Email: bperero@juristaff.com

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.



SECTION C – CATEGORY SUMMARY

The following page contains *Attachment D – Category Summary* from the RFP.

ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture		
2 - Construction/Project Management		
3 - Finance/Real Estate		
4 - Environment/Energy		
5- Information Technology		
5 - Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)		
6 - Security/Public Safety		
7 - Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)	X	X
8 - Diversity (including Military/Veterans)	X	



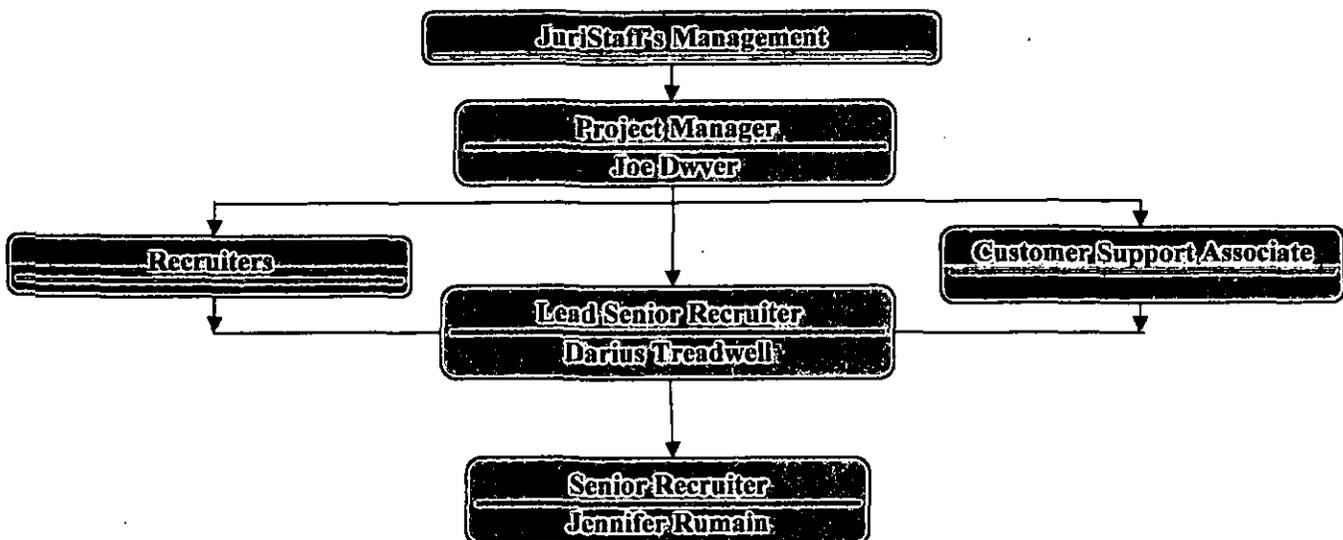
C.1 – QUALIFICATIONS AND EXPERIENCE OF STAFF

JuriStaff has over 15 executive recruiters each with various backgrounds who apply their market knowledge, insider perspective, and experience to recruit passive candidates in a variety of industries. We maintain an Applicant Tracking System (ATS) database with over 100,000 candidates with a wide variety of skills, experience, and capabilities. Our technology and infrastructure promotes and supports knowledge sharing, and our integrated applications support both our clients and candidates. Our unique use of research tools allows us to gather real, tangible information to help determine the best organizational fit. JuriStaff always strives to develop new tools and applications to add exceptional value for our clients. We also have a referral program in place to encourage candidates to identify other potential candidates.

Mr. Darius Treadwell, Ms. Jennifer Romain, and Mr. Joe Dwyer are three (3) of JuriStaff's recruiters with over 10 years of executive recruiting experience. These three (3) will be our appointed recruiters for Expert Recruitment Services for Executive and Mid-Level Staff who will perform over this contract and will report to and implement the instructions of the management of the Port Authority of New York and New Jersey and JuriStaff. JuriStaff believes that our recruiters will provide an excellent service to the Port Authority of New York and New Jersey. Their full resumes are below in the section labeled *JuriStaff's Staff Resumes*.

Name	Title	Years Experience
Darius Treadwell	Senior Lead Recruiter/ Back-Up Project Manager	13
Jennifer Romain	Senior Recruiter	10
Joe Dwyer	Senior Lead Recruiter/ Project Manager	16

We ensure that our team of recruiters has the necessary breadth and depth to meet fluctuating task requirements. JuriStaff's team is led by an individual who has the management and planning skills necessary in managing projects while maintaining an awareness of the original principal objectives. Our Project Manager will oversee the contract performance, report to and implement the instructions of the Management of JuriStaff. Our Project Manager has the experience, on both large and small contracts, and excellent managerial skills needed to manage our employees and this contract.



Name	Title	Responsibilities
Joe Dwyer	Lead Senior Recruiter/Project Manager	<ul style="list-style-type: none"> ❖ Will be the primary contact throughout the executive recruitment process with the Port Authority of New York and New Jersey ❖ Will be thoroughly involved in all stages of the recruitment process ❖ Will oversee the Senior Recruiters for this project
Darius Treadwell	Senior Recruiter/Backup Project Manager	<ul style="list-style-type: none"> ❖ Will support the Project Manager with recruiting, evaluating, and screening candidates ❖ Will also support the Project Manager with verifying references, employment and credentials, as well as in performing background checks.
Jennifer Romain	Senior Recruiter	<ul style="list-style-type: none"> ❖ Will support the Project Manager with recruiting, evaluating, and screening candidates ❖ Will also support the Project Manager with verifying references, employment and credentials, as well as in performing background checks.

JURISTAFF'S STAFF RESUMES

JOE DWYER – PROJECT MANAGER/LEAD SENIOR RECRUITER

PROFESSIONAL EXPERIENCE

JuriStaff, Inc., Philadelphia, PA

1/2010 – Present

Position: Senior Recruiter

Full-cycle recruitment of professionals to include attorneys and legal support personnel as well as leadership opportunities in marketing, finance and executive administration. Work on all stages of the hiring process including the following:

- Recruit and source qualified candidates according to the hiring criteria of clients using our industry-specific database, networking, internet recruiting resources, cold-calls, and referrals.
- Create advertisements for open positions through the use of various online sites
- Conduct thorough candidate screening to include interviews, reference checks, background checks and where applicable, coordinate drug screenings.
- Coordinate client interviews and provide extensive interview preparation/counseling.
- Negotiate compensation packages, extend offers and secure acceptances.

Work on all phases of client development including the following:

- Development and maintenance of new business relationships
- Manage existing accounts to ensure continued satisfaction.
- Provide client consulting on all aspects of the interviewing, hiring, and retention processes.
- Negotiate permanent and temporary placement fees.

Banister International & Judge Executive Search, Philadelphia, PA

3/2004 – 8/2009

Position: Senior Executive Recruiter

I served as the Senior Recruiter for permanent and contract IT staffing and Talent Acquisition for Banister, International (Management Recruiter's International (MRI) Franchise) and Judge Executive Search (JES), in Philadelphia, Pennsylvania. I moved the IT, Technology, and Engineering practice to Judge from Banister in Philadelphia, PA, upon the movement of Banister to Chicago, IL. I served as the IT practice executive retained search, permanent contingent search, and contract staffing Senior Recruiter and search leader as both a single producer and as a recruiter coach/leader for regional, US and global IT clients. I manage regional and global search processes to include: Internal recruiter hiring and

management, existing key account and new business development search and recruiting management, and key senior retained search.

- Placed over 400 of America's most talented, technology driven leaders and technical experts into permanent IT positions in IT solution corporations, US Defense and Intelligence Community IT positions, and cutting edge technology corporations in the manufacturing, pharmaceutical, and telecommunications sectors ranging from mid size corporations to fortune 500 companies.
- 80-90% of practice candidate placements into corporations seeking to acquire computer science, math, science, engineering, and technology leadership and technical expertise at both mid and senior levels.
- Placed 67 permanent full time technology driven leaders into Defense & US Intelligence Community IT activities, cutting edge technology corporations, and fortune 500 companies last year and this year.
- Responsible for gross sales of \$1.8 million in collected practice recruitment fees. Personal production and directly billed \$668k in 2007/2008.
- Developed 16 new business clients per year, while managing existing client base of over 30 long-term, long relationship clients. All clients utilize us for retained, co-tained, engaged contingent, and/or contract recruitment services across mid and senior level positions in the Information Technology and Technology arena.
- Developed and signed to letters of agreement or contracts with an average of 12 to 16 new clients for contingency and contract recruitment searches per year from 1999 to 2009.
- Work specifically with corporations looking to acquire ex-military technical, leadership, IT, US Intelligence Community, and other highly specialized scientists and personnel, to include those with sensitive security clearances, for permanent positions.
- Developed and implemented all candidate sources and pipe lines for contract and search talent acquisition requirements into clients. Directly work and manage both sides of the IT & technology practice desk.

Fox Morris, Philadelphia, PA

10/1999 – 3/2004

Position: Senior Executive Recruiter

- Senior Recruiter responsible for technical, engineering, IT and Junior Military Officer (JMO) recruitment services into client corporations.
- Managed all candidate development, new and existing client business development, and internal recruiter training for IT recruiters.
- Responsible for the recruitment, training consulting, and placement of Junior Military Officers, Information Technology Professionals and Military technicians separating from active duty from all branches of the service into various corporations throughout America.
- Worked with over 70 major corporate accounts, and over 470 candidates.
- Produced over \$400k in each of 5 years. Produced \$896k in 2001 as the leader of a team, prior to deploying to Operation Enduring Freedom.
- Responsible for, and conducted all out-placement-training seminars. Responsible for, and conducted all motivational and training seminars.
- Placed 212 former Military Officers, Information Technology professionals, and Military Technicians into own client and into management, engineering, telecommunications, and project management positions over a 5 years period.
- When Fox Morris was sold and moved from Philadelphia, I brought and continued development of the practice at Banister International, Incorporated. During this time period I was recalled to the Global war On Terrorism from 2001 to 2003



Lucas Group, Dallas, TX

6/1994 – 10/1999

Position: Senior Executive Recruiter

- Promoted to Partner at the 2-year mark, 2 years ahead of contemporaries and Promoted to senior recruiter in first year.
- Achieved President's Club recognition every year of employment for directly billing over \$380,000.00 per year.
- Achieved Dom Perignon superior sales achievement award for two consecutive years of billing in the top 5% of the company or above \$440,000.00 per year.
- Directly billed over \$987,000.00 in the last 3 years prior to moving home to Philadelphia (Fox Morris).
- Created a non commissioned officer and Military Technician Branch where there was none.
- Generated over \$1.4 million in gross sales for the Military Division in 1998.
- Chosen to lead the Senior Military Officer Transition Program. Recruited and trained Junior Military Officers separating from active duty concerning all aspects of career transitions into corporate America. Directly placed 587 veterans into corporate America since separating from the United States Military through 1999.

UNITED STATES ARMY OFFICER – MILITARY INTELLIGENCE & INFANTRY	9/85 - 9/05
Infantry Officer Student, 2LT, Active Duty, US Army Infantry School, Fort Benning, GA	9/85 - 4/86
Infantry Platoon Leader, 2LT, Active Duty, B CO, 2-7TH CAV, Fort Hood, TX	4/86 - 4/87
Infantry CO Executive Officer, 1LT, Active Duty, B CO, 2-7TH CAV, Fort Hood, TX	4/87 - 4/88
Infantry BN Support Platoon Leader, 1LT, Active Duty, 2-5TH CAV, Fort Hood, TX	4/88 - 10/88
Intelligence Officer-CM&D, 1LT (P), Active Duty, G2, 1ST CAV DIV, Fort Hood, TX	10/88 - 4/89
Intelligence Student, 1LT (P), Active Duty, Intelligence Center, Fort Huachuca, AZ	4/89 - 11/89
Commander, Special Security Detachment Berlin, CPT, Active, INSCOM, Berlin, GE	11/89 - 9/91
G2, Berlin Brigade D-G2, CPT, Active Duty, United States Army, Berlin, GE	9/91 - 12/92
Chief of Human Intelligence/Counter Intelligence, CPT, Active, Intelligence Center, AZ	12/92 - 1/94
Military Intelligence-IRR Control Group Reinforced-Inactive Reserve, CPT-03	1/94 - 1/96
Analysis and Control Element (ACE) Chief, G2 Major-04, Active, 38TH Infantry Division	1/96 - 1/99
Military Intelligence-IRR Control Group Reinforced-Inactive Reserve, Major (P)-04	1/99 - 11/01

EDUCATION

- Temple University, College of Arts & Sciences (CAS), Philadelphia, PA **1985**
- Bachelor's Degree ROTC – Full Scholarship Student - Military Science GPA 3.4
- Troy State University, College of Business & Public Administration, Berlin, Germany **1993**
- Master's Degree – Public Administration & Human Resources (Pending) GPA 3.8



DARIUS TREADWELL – SENIOR RECRUITER

PROFESSIONAL EXPERIENCE

JuriStaff, Inc., Philadelphia, PA

2007 – Present

Position: Senior Recruiter/Executive Search Specialist

- Responsible for successfully recruiting and placing legal professionals for client law firms, corporations, and organizations nationally.
- Full service recruiter for non-legal positions within corporations and law firms in areas of finance, marketing, operations and administration.
- Work directly with hiring managers to clarify key criteria for candidate selection.
- Identify qualified candidates through networking and active recruitment.
- Manage the interview process from pre-screening through offer negotiation, acceptance, and post placement follow up.
- Experienced at placing professionals up through the partner level.

International Market Recruiters, Philadelphia, PA

1997 – 2007

Position: Senior Recruiter/Account Manager

- Responsible for successfully recruiting and placing professionals' nation-wide for clients in the banking, brokerage, and investment management arena.
- Work directly with hiring managers to clarify key criteria for candidate selection.
- Identify qualified candidates through networking and active recruitment.
- Manage the interview process from pre-screening through offer negotiation, acceptance, and post placement follow up.
- Experienced at placing professionals up to the senior executive level.
- Placed candidates in the following functional areas: financial administration, commercial lending, legal & compliance, sales & marketing, back-office operations, and branch management.

The Development Center, Philadelphia, PA

1994 - 1996

Position: Hiring and Training Manager

- Responsible for recruiting, hiring and training of telephone fundraising staff. Direct report to the company co-founder/chief operating officer.

Price Waterhouse, Philadelphia, PA

1982 - 1993

Position: Manager

1987 - 1993

- Was a member of the firm's national financial services practice group focusing on insurance company workouts/rehabilitations, and reinsurance compliance/dispute resolution.

Position: MBA Summer Intern

Summer 1986

Position: Senior Accountant

1982-1985

EDUCATION

- Harvard University - Graduate School of Business Administration – **MBA (1987)**
- University of Pennsylvania – Wharton School of Finance – **BS in Economics (1982)**



JENNIFER RUMAIN – SENIOR RECRUITER

PROFESSIONAL EXPERIENCE

JuriStaff, Inc., Philadelphia, PA

2009 – Present

Position: Senior Recruiter/Executive Search Specialist

- Full service recruiter for executive positions within corporations and law firms in areas of finance, marketing, operations and administration
- Source, interview, and assess prospective lateral partner candidates identified via internet research.
- Responsible for research and recruiting activities for retained executive search firm handling executive level placements in finance, marketing, operations and administration.
- Market partner candidates to law firms nationally and facilitate interviewing progress.
- New business development with law firms and in-house recruiters to identify potential lateral partner or in-house counsel searches.

Spencer Stuart Management Consultants, Philadelphia, PA

2002 – 2008

Position: Research Associate

2004 – 2008

- Executed over 50 C-suite level executive searches including Chief Financial Officers, Controllers, and Treasurers for Fortune 500 and privately-held companies, as well as nonprofits.
- Sourced, interviewed, and assessed prospective candidates identified via internet research or referrals
- Wrote position descriptions and candidate specifications, describing client company, position's responsibilities, and ideal candidate's experience and personal attributes.
- Wrote appraisal reports assessing candidates' fit to specifications, strengths and weaknesses

Position: Research Analyst

2002 – 2004

- Researched and identified companies and their executives using Hoover's, LexisNexis, Factiva, Dun & Bradstreet, the Leadership Directories, GuideStar, SEC filings, news articles and press releases.
- Conducted due diligence on candidates.

Hay Group Management, Philadelphia, PA

2001 - 2001

Position: Corporate Librarian

- Provided industry and practice specific research for consultants using databases such as Dialog, Factiva, Standard & Poor's Net Advantage and LexisNexis.
- Managed vendor accounts; maintained Lotus Notes 5 databases for current awareness services; created online catalog using CASPR's LibraryCom

EDUCATION

1999 - 2002 DREXEL UNIVERSITY Philadelphia, PA

Master of Science, Library & Information Science, June 2002

1995 - 1999 VILLANOVA UNIVERSITY Villanova, PA

Bachelor of Arts, Philosophy and Honors, June 1999

**Funded by a full academic scholarship.*

SELECT SEARCH ASSIGNMENTS

- Chief Financial Officer, Bureau of National Affairs – Not-for-profit
- EVP & CFO, Education Management Corporation – Public company with \$1.2B in revenues



- EVP & CFO, Forrester Research, Inc. – Public company with \$181.5M in revenues
- EVP & CFO, Novell, Inc. – Public company with \$1.2B in revenues
- EVP & CFO, Axis Capital – Public company with \$13.7B in AUM
- SVP, Finance, New York Life Insurance Company – Mutual company with \$166.9B in AUM
- SVP & Controller, AutoNation, Inc. – Public company with \$19.2B in revenues
- SVP & CFO, Macquarie Infrastructure Company Trust – Public company with \$2.1B in AUM
- General Counsel & Corporate Secretary, Polo Ralph Lauren – Public company with \$3.7B in revenues
- General Counsel & Corporate Secretary, BMC Software, Inc. – Public company with \$3.2B in revenues
- VP, Internal Audit, Axis Capital – Public company with \$13.7B in AUM
- VP, Tax, Axis Capital – Public company with \$13.7B in AUM
- VP & Treasurer, Renaissance Holdings Ltd. – Public company with \$7.8B in AUM



SECTION D – PLACEMENT HISTORY

The following pages contain JuriStaff's placement history *Attachment E – Executive Placements (4 Pages)* and *Attachment F – Mid-Level Placements (3 Pages)* from the RFP.

ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 7 - Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Stevens & Lee
Client Address (City & State): Philadelphia, PA
Client Contact Name/Phone #/Email Address: Bill McLaughlin - 610-478-2027 - wcm@stevenslee.com
Title of Placement: Litigation Partner
Date of Placement: 12/1/2010

Placement #2

Client Business Name: Tressler, LLP
Client Address (City & State): Chicago, IL
Client Contact Name/Phone #/Email Address: Daniel Formeller - 312-627-4007 - dformeller@tresslerllp.com
Title of Placement: Lateral Partner
Date of Placement: 9/30/2011

Placement #3

Client Business Name: LeClair Ryan
Client Address (City & State): Newark, NJ
Client Contact Name/Phone #/Email Address: Stanley Joynes - 804-343-4062 - stanley.joynes@leclairryan.com
Title of Placement: Lateral Partner
Date of Placement: 1/19/2011

Placement #4

Client Business Name: Nixon Peabody, LLP
Client Address (City & State): Washington, DC
Client Contact Name/Phone #/Email Address: Julie Zammuto - 617-345-1161 - jzammuto@nizonpeabody.com
Title of Placement: Lateral Partner
Date of Placement: 8/16/2010

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 7 - Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Daiichi Sankyo, Inc.
Client Address (City & State): Parsippany, NJ
Client Contact Name/Phone #/Email Address: Petur Hansson - 973-944-2922 - phansson@dsi.com
Title of Placement: Partner
Date of Placement: 7/26/2010

Placement #2

Client Business Name: Davidoff, Malito & Hutcher, LLP
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Jeff Citron - 212-557-7200 - CIT@dmlegal.com
Title of Placement: Partner
Date of Placement: 12/6/2010

Placement #3

Client Business Name: Davidoff, Malito & Hutcher, LLP
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Jeff Citron - 212-557-7200 - CIT@dmlegal.com
Title of Placement: Partner
Date of Placement: 8/16/2011

Placement #4

Client Business Name: Nixon Peabody, LLP
Client Address (City & State): Boston, MA
Client Contact Name/Phone #/Email Address: Julie Zammuto - 617-345-1161 - jzammuto@nizonpeabody.com
Title of Placement: Corporate Lateral Partner
Date of Placement: 6/28/2010

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 7 - Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Wilson, Elser, Moskowitz & Edelman
Client Address (City & State): Washington, DC
Client Contact Name/Phone #/Email Address: Robert Goodson - 215-627-6900 - robert.goodson@wilsonelser.com
Title of Placement: Lateral Partner
Date of Placement: 5/3/2010

Placement #2

Client Business Name: Baker & Hostetter, LLP
Client Address (City & State): Washington, DC
Client Contact Name/Phone #/Email Address: Jeffrey Paravano - 202-861-1770 - jparavano@bakerlaw.com
Title of Placement: Lateral Partner - Lateral Partner
Date of Placement: 11/1/2010 - 7/11/2011

Placement #3

Client Business Name: Clausen Miller, PC
Client Address (City & State): Irvine, CA
Client Contact Name/Phone #/Email Address: Keith butler - 949-260-3115 - kbutler@clausen.com
Title of Placement: Senior Associare
Date of Placement: 6/6/2011

Placement #4

Client Business Name: Eastburn & Gray
Client Address (City & State): Blue Bell, PA
Client Contact Name/Phone #/Email Address: Marc Jonas - 215-542-9345 - mjonas@eastburngray.com
Title of Placement: Lateral Partner
Date of Placement: 3/18/2011

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 8 - Diversity
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Tressler, LLP
Client Address (City & State): Chicago, IL
Client Contact Name/Phone #/Email Address: Daniel Formeller - 312-627-4007 - dformeller@tresslerllp.com
Title of Placement: Lateral Partner (Placed Diversity Candidate)
Date of Placement: 9/30/2011

Placement #2

Client Business Name: Nossaman, LLP
Client Address (City & State): Los Angeles, CA
Client Contact Name/Phone #/Email Address: Allyson Sparks - 415-398-3600 - asparks@nossaman.com
Title of Placement: Senior Attorney (Specific Diversity Search from Client and Placed Diversity Candidate)
Date of Placement: 1/24/2011

Placement #3

Client Business Name: Clausen Miller, PC
Client Address (City & State): Irvine, CA
Client Contact Name/Phone #/Email Address: Keith butler - 949-280-3115 - kbutler@clausen.com
Title of Placement: Senior Associate (Placed Diversity Candidate)
Date of Placement: 6/6/2011

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 7 - Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: LoJack Corporation
Client Address (City & State): Westwood, MA
Client Contact Name/Phone #/Email Address: Kathleen Lundy - 781-251-4178 - klundy@lojack.com
Title of Placement: Compliance Attorney
Date of Placement: 5/16/2011

Placement #2

Client Business Name: Salmon, Richezza, Singer, & Turchi
Client Address (City & State): Sewell, NJ
Client Contact Name/Phone #/Email Address: Stewart Singer - 215-606-6604 - ssinger@srstlaw.com
Title of Placement: Insurance Defense Attorney
Date of Placement: 3/21/2011

Placement #3

Client Business Name: Geron Corporation
Client Address (City & State): Philadelphia, PA
Client Contact Name/Phone #/Email Address: Pam Smith - 650-473-7775 - psmith@geron.com
Title of Placement: Clinical Trials Attorney
Date of Placement: 3/28/2011

Placement #4

Client Business Name: Pogust, Braslow & Millroad, LLC
Client Address (City & State): Conshohocken, PA
Client Contact Name/Phone #/Email Address: Sharon Tolton - 610-941-4204, x108 - stolton@pbmattorneys.com
Title of Placement: Paralegal
Date of Placement: 8/11/2011

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 7 - Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Christine, Pabarue, Mortenson & Young
Client Address (City & State): Philadelphia, PA
Client Contact Name/Phone #/Email Address: Larry Berger - 215-587-1622 - lhberger@cpmy.com
Title of Placement: Paralegal
Date of Placement: 7/12/2011

Placement #2

Client Business Name: Triumph Group, Inc.
Client Address (City & State): Berwyn, PA
Client Contact Name/Phone #/Email Address: Betsy Barrett - 610-251-1035 - ebarrett@triumphgroup.com
Title of Placement: Paralegal/Legal Assistant
Date of Placement: 3/28/2011

Placement #3

Client Business Name: National Oilwell Varco
Client Address (City & State): Houston, TX
Client Contact Name/Phone #/Email Address: Andrea Russell - 713-346-7837 - andrea.russell@nov.com
Title of Placement: Contracts Attorney
Date of Placement: 2/14/2011

Placement #4

Client Business Name: Griesing Law
Client Address (City & State): Philadelphia, PA
Client Contact Name/Phone #/Email Address: Jessica Mazzeo - 215-732-3922 - jmazzeo@griesinglaw.com
Title of Placement: Commercial Litigator
Date of Placement: 3/23/2011

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 7 - Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Bloomberg
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Dan Dalnekoff - 212-617-6396 - ddalnekoff@bloomberg.net
Title of Placement: Transactional Analyst
Date of Placement: 3/21/2011

Placement #2

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____



SECTION E – MANAGEMENT APPROACH

JuriStaff's management approach for the performance of recruitment services, specifically our quality control plan to ensure that submitted resumes are appropriate and consistent with the position requirements, can be found in the details of our Company Profile, Qualifications and Experience of Staff, and Technical Approach (see response to Submission Requirements "B", "C-1" & "F."). As our Company Profile, Qualifications and Experience of Staff, and Technical Approach materials illustrate, **JuriStaff's** recruiters are experienced professionals who follow a detailed technical approach to recruiting.

Beyond the details provided in Submission Requirement sections "B", "C-1" & "F", **JuriStaff's** business model, and internal recruiter hiring protocols, are focused on hiring recruiters who are client *AND* position focused. Senior recruiters at **JuriStaff** understand the importance of knowing not only the mandatory requirements of a position, but also the other details critical in attempting to identify candidates that could be the right match for a position.

JuriStaff's senior recruiters work very closely with mid level and junior recruiters to make sure that all candidates presented to clients are always responsive to the position requirement. Therefore, in addition to the technical approach protocol, it is the responsibility of **JuriStaff's** senior recruiters to ensure that any candidate presented to a client meets the hard and soft requirements of the position.

Senior **JuriStaff** recruiters work very closely with our clients to develop and prepare job description or to get every possible detail about existing job position. It is then the senior recruiter's responsibility to communicate the complete job description to any junior that may assist on the search. Once candidates have been identified, but before they have been presented to a client, **JuriStaff's** senior recruiters have the responsibility to make sure any questions and concerns have been addressed and, that all client questions have been anticipated.

JuriStaff adheres to the recruitment philosophy that all client positions need to be fully developed and that no candidate shall be submitted unless they match the client specific criteria.

SECTION F – TECHNICAL APPROACH

APPROACH/PROCESS TO PROVIDE SERVICES

Using comprehensive screening processes, **JuriStaff** ensures that every presented candidate meets our clients' needs and standards. **JuriStaff's** recruiters use the following executive recruiting methods:

- ❖ **Assessment:** We first get to know our client by learning their history, culture, and business objectives. When possible we visit the client's site and meet with executives to discuss the environment, expectations, and any other key issues.
- ❖ **Job Description:** We draft a candidate profile that describes in detail a complete picture of the position to include: the day-to-day roles and responsibilities, goals, experience, skills, and qualifications.
- ❖ **Research:** We analyze the industry, competitors, personal contacts, and marketplace to serve as our search strategy and put together a comprehensive plan to guide the sourcing process.
- ❖ **Identification:** After our research efforts, our recruiters utilize search initiatives to identify the most qualified candidates for the position.
- ❖ **Evaluation:** Using performance-based assessments, our recruiters qualify and validate candidates based on the specific candidate profile. We then prepare a report for our client with our recommendation and assessment of each candidate's fit to the candidate profile.
- ❖ **Presentation:** We present our report and resumes of the top candidates to the client for consideration.
- ❖ **Reference Checking:** After the client has selected their preferred candidate, our recruiters conduct detailed reference checks and further assess the candidate's competencies, strengths, and weaknesses.
- ❖ **Negotiation/Hire:** We work to ensure that the negotiations and the hiring go smoothly and serve as an intermediary in the detailed process of hiring negotiations.

JuriStaff searches for the most qualified candidates. Before we present a candidate, our recruiters follow a strict screening procedure. We distinguish ourselves from other companies because our screening and interview procedures for candidates is extremely rigorous. This rigorous interview process is meant to screen candidates for issues such as resume embellishment or misrepresenting prior project experience or project dates and with the goal of finding a candidate who has the ability to make an impact immediately. We believe this investment of time in interviewing and screening greatly increases the probability that we are presenting candidates that will perform well for our client's positions. **JuriStaff's** screening and interviewing process is as follows:

- ❖ **Telephone Screening:** After identifying a candidate, our recruiters make a call to a potential candidate to verify his/her technical and communication skills. At the same time, our recruiters brief the candidate about the project, client, and location of the possible job opportunity.
- ❖ **Interview:** Our recruiters conduct a technical interview of the candidate. We further verify the candidate's skills and technical abilities to do the job efficiently. We make sure that the candidate is a fit for this position. During the entire interview process, we make certain that the candidate has the professionalism and the aptitude to perform the job.



- ❖ **Reference, Employment & Education Verification:** We ask the candidates to provide us at least two professional and personal references from his/her previous employers. We also verify his/her previous employments and education degrees and training certifications (if applicable).
- ❖ **Pre-Testing:** We ask the candidate to take appropriate tests (if applicable) to justify their skills
- ❖ **Background Check:** We always perform background checks on our candidates. If requested by our client, we perform the following additional checks using well-known companies:
 - > Financial/Credit Check
 - > Criminal Checks
 - > Drug Test
- ❖ **Reformatting Resume:** Depending on the standards of our client, we reformat our candidate's resume without changing any of its content to the common template provided to us.
- ❖ **Submission:** After going through the above steps, a candidate is ready for submission.

WORK PLAN/TIMELINE

JuriStaff's executive search turnaround time process depends on various factors including: the type of position we are recruiting for; time of year (e.g. the late summer & end of year holiday season often are more difficult times of year to develop a deep pool of qualified candidates); does the client want to consider relocation candidates (relocation's typically take longer to close); and, what is the industry standard for notice given by a candidate leaving a position (certain executive level positions it is two weeks, others it is 30 days). However, as a general rule, JuriStaff will typically identify and start presenting qualified, pre-screened candidate to our clients within seven to fourteen days after receiving the search assignment. As for a typical timeline/work plan, see sample below.

Below is JuriStaff's proposed work plan and timeline for Port Authority of New York and New Jersey's Expert Recruitment Services for Executive and Mid-Level Staff contract.

Task(s)	Timeline
Review position description and requirements and propose changes thereto as appropriate, for review and approval by the Director;	Within two (2) days from the execution of the contract and the Port Authority of New York and New Jersey's availability
Conduct preliminary screening of candidates, and interview as appropriate, to assess qualifications and interest in the position;	Within five (5) to ten (10) days from the execution of the contract
Verify/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;	Within ten (10) to twenty (20) days from the execution of the contract
Refer the most qualified candidate(s) to the Authority for consideration, giving your reasons there for;	Within ten (10) to twenty (20) days from the execution of the contract



Task(s)	Timeline
Upon selection of a candidate(s), conduct in-depth reference checks on each finalist and submit a comprehensive report documenting your findings;	Within twenty (20) to thirty (30) days from the execution of the contract
Assist the Authority in the negotiation of a final offer and terms of employment.	Within thirty (30) to thirty five (35) days from the execution of the contract
<ol style="list-style-type: none"> 1. Provide written and verbal progress reports to the Project Manager, as required. Reports shall identify individuals and document findings. 2. Attend and 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 there for. 	Within thirty five (35) to forty (40) days from the execution of the contract

JURISTAFF'S EXPERIENCE PROVIDING EXPERT RECRUITMENT SERVICES

JuriStaff is experienced at communicating closely with clients senior management and hiring professionals to identify the desired target candidate profile, develop an appropriate recruiting strategy, and to advise the client appropriately throughout the search, and the interviewing process. JuriStaff's experience at effectively managing the search process includes performing other related tasks similar to the requirements of the RFP as noted below:

- ❖ Assist the client in developing a strategy for carrying out the recruitment of the position(s), including outreach to encourage candidates from diverse backgrounds to apply.
- ❖ Identify potential contacts and conduct personal networking and active recruiting outreach.
- ❖ As appropriate including posting the position(s) through national channels. With client approval, prepare and place advertisements for the position(s) in appropriate journals and publications.
- ❖ Review resumes/profiles of each candidate, determine those meeting minimum qualifications and follow up with telephone interviews to clarify each candidate's experience, reasons for considering a move, and compensation requirements
- ❖ Prepare a brief written qualifications introduction of each candidate deemed worthy of consideration
- ❖ At the request of the client, conduct reference checks with individuals who are or have been in a position to evaluate the candidates' performance on the job. Providing the results of such references to the client to assist in their evaluation of the candidate's strengths/weaknesses as they might pertain to the requirements of the position.
- ❖ Offer advice regarding structure and design of the interview process, process sequencing, panel makeup, etc.
- ❖ Coordinate interview scheduling, and the candidates' participation in interviews.
- ❖ Debrief with the client after each interview, and offer advice regarding next steps as appropriate.
- ❖ At the request of the client, verify selected candidates' educational background, conduct criminal and financial background checks, and arrange for psychological test.
- ❖ Notify candidates who are not selected and assist the client with compensation negotiations.



SECTION G – COST

<i>Expert Recruitment Services for Executive and Mid-Level Staff</i>		
Functional Specialty	Executive Searches (RETAINER)	Mid-Level Searches (CONTINGENCY)
7 – Corporate Services	17%	17%
8 – Diversity	17%	N/A



SECTION H – AFFILIATES

JuriStaff does not have any affiliates.



SECTION I – CONFLICT OF INTEREST

JuriStaff does not have any actual or potential conflicts of interest with the **Port Authority of New York and New Jersey**.



SECTION J – AGREEMENT OF CONTRACT

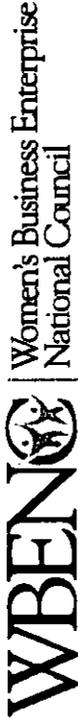
JuriStaff accepts and agrees with the **Port Authority of New York and New Jersey's** standard agreement and its terms and conditions



APPENDIX A – PROPOSAL ATTACHMENTS

The following pages contain **JuriStaff's** Proposal Attachments as follows:

- ❖ **JuriStaff's** Women Business Enterprise (WBE) Certification (1 Page)
- ❖ Insurance Documentation (2 Pages)



hereby grants

National Women's Business Enterprise Certification

to

JuriStaff, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - PA, DE, sNJ, a WBENC Regional Partner Organization.


Authorized by Geri Swift, President,
Women's Business Enterprise Council - PA, DE, sNJ



Expiration Date: 05/21/2012
WBENC National Certificate Number: 2005110507

NAICS Codes: 561320, 561312, 541110, 541199, 561310

UNSPSC Codes: 80111607, 80111710



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NSM Insurance Group 555 North Lane - Suite 6060 Conshohocken, PA 19428	CONTACT NAME: PHONE (A/C, No, Ext): (610)941-9877 FAX (A/C, No): (610)941-9889 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED JuriStaff, Inc. 1600 Market Street, 38th Floor Philadelphia, PA 19103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: National Union</td> <td></td> </tr> <tr> <td>INSURER B: Hartford Underwriters Ins. Co.</td> <td>30104</td> </tr> <tr> <td>INSURER C: Tower National Insurance Co.</td> <td>43702</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union		INSURER B: Hartford Underwriters Ins. Co.	30104	INSURER C: Tower National Insurance Co.	43702	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: National Union															
INSURER B: Hartford Underwriters Ins. Co.	30104														
INSURER C: Tower National Insurance Co.	43702														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 10-11 Master** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SSL9519016(10)	10/23/2010	10/23/2011	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ Included
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMPIOP AGG \$ Included
							\$
B	AUTOMOBILE LIABILITY			39UECKK0752	10/23/2010	10/23/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			011079833	10/23/2010	10/23/2011	EACH OCCURRENCE \$ 8,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 8,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WB7-1800001-10	10/01/2010	10/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Professional Liability			SSL9519016(10)	10/23/2010	10/23/2011	\$2,000,000 Occ/\$3,000,000 Agg
	Crime			01679523(10)	10/23/2010	10/23/2011	\$1,000,000 Fidelity 3rd Party

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER FOR INFORMATION PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Geoffery McKernan</i> Geoffery McKernan/THB
--	--

ADDITIONAL REMARKS SCHEDULE

AGENCY SM Insurance Group		NAMED INSURED JuriStaff, Inc. Philadelphia, PA 19103	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: **ACORD Certificate of Liability Insurance**

Garage Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/>				AUTO ONLY - EA ACCIDENT \$
				OTHER THAN EA ACC \$
				AUTO ONLY: AGG \$

Automobile Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input type="checkbox"/>				

Excess/Umbrella Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input type="checkbox"/>				\$

Other Liability

INSR LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input type="checkbox"/>				Included

**Momentum Resource Solutions, LLC
1090 King Georges Post Road
Suite 804
Edison, NJ 08837**

RFP Number 25881

Prepared for:

**The Port Authority of New York and
New Jersey
One Madison Avenue, 7th Floor
New York, New York 10010
Attention: RFP Custodian**

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

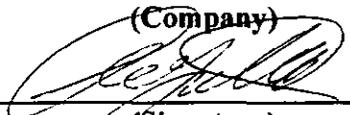
AGREEMENT ON TERMS OF DISCUSSION

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Momentum Resource Solutions

(Company)



(Signature)

Chief Executive Officer

(Title)

9/20/11

(Date)

REQUIREMENT SUBMISSION B (COMPANY PROFILE)

ATTACHMENT C COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):

Momentum Resource Solutions LLC

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

1090 King Georges Post Road, Suite 804, Edison, New Jersey 08837

3. Business Telephone Number: **732-738-4700**

4. Business Fax Number: **732-738-1668**

5. Firm website: **www.momentumrs.com**

6. Federal Employer Identification Number (EIN): **Ex. 1**

7. Date (MM/DD/YYYY) Firm was Established: **10 / 01 / 1998**

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

N/A

9. Officer or Principal of Firm and Title:

Albert Compitello, CEO

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

Ron Javorsky, Co-Chairman, 732-738-4700, rjavorsky@momentumrs.com

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? **No**

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

REQUIREMENT SUBMISSION C (CATEGORY SUMMARY)

ATTACHMENT D

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture		
2 - Construction/Project Management		
3 - Finance/Real Estate		
4 - Environment/Energy		
5A- Information Technology		X
5 - Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)		
6 - Security/Public Safety		
7 - Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)		
8 - Diversity (including Military/Veterans)		

REQUIREMENT SUBMISSION C1 (QUALIFICATIONS AND EXPERIENCE OF STAFF)

Ron Javorsky, Co-Chairman, Momentum Resource Solutions (Account Manager)

30 years of experience in Technology Staffing

Bryan Morris, Executive Vice President, Momentum Resource Solutions (Senior Recruiting Manager)

18 years of experience in Technology Staffing

Stacey Kostue, Director of Recruiting, Momentum Resource Solutions (Recruiting Manager)

16 years of experience in Technology Staffing

Nancy Shor, Senior Recruiter, Momentum Resource Solutions (Senior Recruiter)

20 years of experience in Technology Staffing

Gregory Sisto, Senior Recruiter, Momentum Resource Solutions (Senior Recruiter)

5 years of experience in Technology Staffing

Susan Brozen, Senior Recruiter, Momentum Resource Solutions (Senior Recruiter)

20 years of experience in Technology and Financial Staffing

Tony Savoca, Senior Recruiter, Momentum Resource Solutions (Senior Recruiter)

8 years of experience in Technology Staffing

Frank Paparelli, Recruiter, Momentum Resource Solutions (Recruiter)

1 year of experience in Technology Staffing

Momentum
Resource Solutions



1090 King Georges Post Road ♦ Suite 804 ♦ Edison, New Jersey 08837
732-738-4700 ♦ 732-738-1668 Fax

Resume of: Bryan Morris

For Further Details Contact: Ron Javorsky

SUMMARY

Bryan is a senior technology recruiter with over 18 years of experience in the industry. Bryan places full-time and contract resources in all areas of technology. Bryan has experience working in financial services, government, pharmaceutical, legal, insurance, publishing, manufacturing and technology industries.

EXPERIENCE

Executive Vice President
Momentum Resource Solutions, LLC
June 1999– Present

Director of Staffing
APS Technical Services
1996-1999

Branch Manager
PC Help Services
1993-1996

EDUCATION

Florida Atlantic University
B.A. Business Administration



Momentum
Resource Solutions

1090 King Georges Post Road ♦ Suite 804 ♦ Edison, New Jersey 08837
732-738-4700 ♦ 732-738-1668 Fax

Resume of: Nancy Shor

For Further Details Contact: Ron Javorsky

SUMMARY

Nancy is a senior technology recruiter with over 20 years of experience in the industry. Nancy places full-time and contract resources in all areas of technology. Nancy has experience working in financial services, government, pharmaceutical, legal, insurance, publishing, manufacturing and technology industries.

EXPERIENCE

Senior Recruiter
Momentum Resource Solutions, LLC
June 1999– Present

Senior Recruiter
CGS Consulting
1994-1999

Senior Recruiter
Comtex Information Systems
1990-1994

EDUCATION

Sarah Lawrence College
B.A

Momentum
Resource Solutions



1090 King Georges Post Road ♦ Suite 804 ♦ Edison, New Jersey 08837
732-738-4700 ♦ 732-738-1668 Fax

Resume of: Susan Brozen

For Further Details Contact: Ron Javorsky

SUMMARY

Susan is a senior technology and financial recruiter with over 20 years of experience in the industry. Susan places full-time and contract resources in all areas of technology and finance. Susan has experience working in financial services, government, pharmaceutical, legal, insurance, publishing, manufacturing and technology industries.

EXPERIENCE

Senior Recruiter

Momentum Resource Solutions, LLC

August 2002– Present

Vice President

MVP Staffing

1990-2002

EDUCATION

Rollins College

B.A

Momentum
Resource Solutions



1090 King Georges Post Road ♦ Suite 804 ♦ Edison, New Jersey 08837
732-738-4700 ♦ 732-738-1668 Fax

Resume of: Frank Paparelli

For Further Details Contact: Ron Javorsky

SUMMARY

Frank is a technology recruiter with more than one year of experience in the industry. Frank places full-time and contract resources in all areas of technology. Frank has experience working in financial services, government, pharmaceutical, legal, insurance, publishing, manufacturing and technology industries.

EXPERIENCE

Technology Recruiter
Momentum Resource Solutions, LLC
July 2011– Present

Technology Recruiter
Open Systems
2010-2011

EDUCATION

Rutgers University
BA

SUBMISSION REQUIREMENT D (PREVIOUS PLACEMENTS)

Identify all placements made by Momentum Resource Solutions during the last 12 months

EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Mid-Level Search 5A – Information Technology

Placement #1

Client Business Name: Data Systems Analysts
Client Address (City & State): 8 Neshaminy Interplex, Suite 209, Trevese, PA 19053
Client Contact Name/Phone #/Email Address: Marie Malone, 267-525-2030, marie.meyers@dsainc.com
Title of Placement: .NET Developer
Date of Placement: 9/25/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #2

Client Business Name: Mizuho Securities
Client Address (City & State): 320 Park Avenue, New York, NY 10022
Client Contact Name/Phone #/Email Address: Joe Miller, 212-209-9348, joe.miller@us.mizuho-sc.com
Title of Placement: Integration Engineer
Date of Placement: 8/31/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #3

Client Business Name: Data Systems Analysts
Client Address (City & State): 8 Neshaminy Interplex, Suite 209, Trevese, PA 19053
Client Contact Name/Phone #/Email Address: Marie Malone, 267-525-2030, marie.meyers@dsainc.com
Title of Placement: Sharepoint Developer
Date of Placement: 8/29/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #4

Client Business Name: Care One
Client Address (City & State): 175 Bridge Plaza North, Fort Lee, NJ 07024
Client Contact Name/Phone #/Email Address: David Finkelstein, 201-346-4413, dfinkelstein@care-one.com
Title of Placement: Director of Oracle Business Operations
Date of Placement: 8/15/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #10

Client Business Name: ICAP
Client Address (City & State): One Upper Pond Rd., Bldg. F, 3rd Floor, Parsippany - NJ
07054
Client Contact Name/Phone #/Email Address: Lisa Fouts, 973-257-6600, lisa.fouts@us.icap.com
Title of Placement: Client Server Automation Engineer
Date of Placement: 7/11/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A– Information Technology

Placement #11

Client Business Name: Infragistics
Client Address (City & State): 2 Commerce Drive, Cranbury, NJ 08512
Client Contact Name/Phone #/Email Address: Deborah Johnson, 800-231-8588, djohnson@infragistics.com
Title of Placement: User Experience Specialist
Date of Placement: 7/11/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #12

Client Business Name: Data Systems Analysts
Client Address (City & State): 8 Neshaminy Interplex, Suite 209, Trevoze, PA 19053
Client Contact Name/Phone #/Email Address: Marie Malone, 267-525-2030, marie.meyers@dsainc.com
Title of Placement: Sharepoint Developer
Date of Placement: 8/29/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #13

Client Business Name: Jefferies and Co.
Client Address (City & State): 520 Madison Avenue, New York, NY 10022
Client Contact Name/Phone #/Email Address: Zhuang Zhuang, 212-284-2300, zzhuang@jefferies.com
Title of Placement: Equities Application Developer
Date of Placement: 6/27/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #14

Client Business Name: Mizuho Securities
Client Address (City & State): 320 Park Avenue, New York, NY 10022
Client Contact Name/Phone #/Email Address: Joe Miller, 212-209-9348, joe.miller@us.mizuho-sc.com
Title of Placement: .NET Developer
Date of Placement: 5/23/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #20

Client Business Name: Lord Abbett and Co.
Client Address (City & State): 90 Hudson Street, Jersey City, NJ 07302
Client Contact Name/Phone #/Email Address: Sean Jencik, 201-827-2557, sjancik@lordabbett.com
Title of Placement: Java Developer
Date of Placement: 4/6/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #21

Client Business Name: Skadden Arps Slate Meagher and Flom LLP
Client Address (City & State): 360 Hamilton Avenue, White Plains, NY 10601
Client Contact Name/Phone #/Email Address: Brian Alberino, 914-750-3510, brian.alberino@skadden.com
Title of Placement: NOC Engineer
Date of Placement: 4/4/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #22

Client Business Name: Skadden Arps Slate Meagher and Flom LLP
Client Address (City & State): 360 Hamilton Avenue, White Plains, NY 10601
Client Contact Name/Phone #/Email Address: Rodney Thomas, 914-750-3465, Rodney.thomas@skadden.com
Title of Placement: Windows Engineer
Date of Placement: 4/4/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #23

Client Business Name: Citihub
Client Address (City & State): 757 Third Avenue, New York, NY 10017
Client Contact Name/Phone #/Email Address: Leslie Kirby, 212-878-8840, leslie.kirby@citihub.com
Title of Placement: Market Data Specialist (placement #1),
Date of Placement: 4/4/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #24

Client Business Name: Citihub
Client Address (City & State): 757 Third Avenue, New York, NY 10017
Client Contact Name/Phone #/Email Address: Leslie Kirby, 212-878-8840, leslie.kirby@citihub.com
Title of Placement: Market Data Specialist (placement #2)
Date of Placement: 4/4/2011

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #30

Client Business Name: Societe Generale
Client Address (City & State): 1221 Avenue of the Americas, New York, NY 10020
Client Contact Name/Phone #/Email Address: Mark Johnson, 212-278-6000, mark.johnson@sgcib.com
Title of Placement: Auditor
Date of Placement: 11/29/2010

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #31

Client Business Name: First New York Securities
Client Address (City & State): 90 Park Avenue, New York, NY 10016
Client Contact Name/Phone #/Email Address: Jean Hill, 212-848-0600, jean.hill@firstny.com
Title of Placement: Assistant to the CIO
Date of Placement: 11/29/2010

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #32

Client Business Name: FTSE
Client Address (City & State): 1270 Avenue of the Americas, NY, NY 10020
Client Contact Name/Phone #/Email Address: Ed Hills, +44 20 7866 8017, ed.hills@ftse.com
Title of Placement: VBA Developer
Date of Placement: 11/8/2010

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #33

Client Business Name: Coach, Inc.
Client Address (City & State): 516 West 33rd Street, New York, NY 10001
Client Contact Name/Phone #/Email Address: Jim Lanzano, 212-615-2140, jlanzano@coach.com
Title of Placement: Desktop Support Engineer
Date of Placement: 10/4/2010

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #34

Client Business Name: First New York Securities
Client Address (City & State): 90 Park Avenue, New York, NY 10016
Client Contact Name/Phone #/Email Address: Joe Schenk, 212-848-0600, joe.schenk@firstny.com
Title of Placement: Chief Information Officer
Date of Placement: 10/4/2010

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #40

Client Business Name: ICAP
Client Address (City & State): One Upper Pond Rd., Bldg. F, 3rd Floor, Parsippany - NJ
07054
Client Contact Name/Phone #/Email Address: Beth Merlin, 973-257-6600, beth.merlin@us.icap.com
Title of Placement: Windows/Exchange Engineer
Date of Placement: 8/2/2010

CATEGORY NUMBER & TITLE: Mid-Level Search 5A – Information Technology

Placement #41

Client Business Name: Barclays Capital
Client Address (City & State): 200 Park Avenue, New York, NY 10166
Client Contact Name/Phone #/Email Address: Casie Miller, 212-412-3210, casie.miller@barclayscapital.com
Title of Placement: COO Analyst
Date of Placement: 8/2/2011

SUBMISSION REQUIREMENT E (SEARCH METHODOLOGY)

Momentum Resource Solutions will be assigning Ron Javorsky as the account manager for the Port Authority account. Ron has 30 years experience in the IT staffing industry and is a founding partner of Momentum. Ron will be actively in touch with our recruiting team and whomever PANYNJ designates Momentum to interface with to make sure we understand the technical requirements, skillsets and any functional/soft skills needed to effectively do the job. Internally, our recruiting staff will constantly be recruiting for PANYNJ needs and all resumes will first be vetted by the recruiter who identifies and interviews the candidate. Secondly, all candidates will then be vetted by a recruiting manager to make sure the skills are in line with the needs of PANYNJ. Finally, all candidates will be vetted by Ron, who will make the final decision on which candidates are sent over for requirements.

Momentum's recruiting staff has an average of more than 10 years of technology recruiting experience. We have had zero attrition in our recruiting staff over the past 5 years. When you are looking for employees, we don't have to tell you that finding the right person for the job is extremely difficult. You need to locate someone who not only has the technical skills necessary for your opening but also the interpersonal skills that fit into your organization. Every company has a corporate culture and every department has its own unique dynamic. If you hire someone with great technical skills but a personality that alienates everyone in your office, you haven't really filled the job. Either that person is going to resign or you are going to terminate them. Personal chemistry and cultural compatibility makes the difference between a successful candidate and a failed hire. When you hire the wrong person, it costs you the time and money invested in getting him or her up to speed. When you make the right match, your new employee gets acclimated quickly and becomes productive immediately.

Momentum's recruiting team not only looks to find the technical skills needed for job requirements, we try to match the business and soft skills that would be needed to make a candidate an even better fit for an open role.

Momentum will take all necessary steps to ensure that the candidates that are submitted to open requirements are of the highest quality and have the skills necessary to handle the responsibilities for the role.

SUBMISSION REQUIREMENT F (QUALITY CONTROL)

Once Momentum gets a requirement from PANYNJ, Ron will go over the requirement, if necessary, with any designated point of contact from PANYNJ. Ron will discuss the skills, compensation and ask any pertinent questions needed for the recruiting team to find the right candidate for the role.

Momentum's recruiting team will then contact appropriate candidates and initially screen them for skillset and interest in the opening. All candidates shall be interviewed by Momentum's recruiters on the phone and/or in person if possible. If necessary, Momentum will administer a technical skills test to assess their level of technical skill in a certain skillset.

Once the recruiting team has selected a number of qualified candidates for the role, one of Momentum's senior recruiting managers will review and speak to the candidates to make sure they are in line with the requirements of the opening. Finally after the manager has narrowed the selection down to a few selective candidates, Ron Javorsky will then make the final decision of who will be presented for the opening based on his intimate knowledge of the opening and comments/requests from the designated point of contact at PANYNJ.

During the recruiting process, Ron will be in constant contact with the designated point of contract at PANYNJ to make sure they are aware of the recruiting process and also to keep our team aware of any changes to the role.

Once final candidates have been selected, Momentum will do in depth reference checks on the candidate and provide PANYNJ with a comprehensive overview when requested. If PANYNJ would like to do the reference checks, Momentum will provide PANYNJ with a list of references and contact information.

Ron will speak to PANYNJ about final candidates and facilitate any interviews between candidates and PANYNJ contacts.

Momentum will help negotiate the offer for any candidate selected by PANYNJ and provide a detailed compensation history to help prepare an offer that will be acceptable to both PANYNJ and the selected candidate. During the offer stage, Ron will make sure the designated contact is kept abreast of any other interviews/offers the candidate has so the PANYNJ is aware of any competition for the candidate.

SUBMISSION REQUIREMENT G (FEES)

Momentum Resource Solutions will charge PANYNJ a fee of 18% for placements made on a contingency basis. Payment of the fee is contingent upon the successful hire and commencement of services of a referred candidate.

SUBMISSION REQUIREMENT H (AFFILIATES)

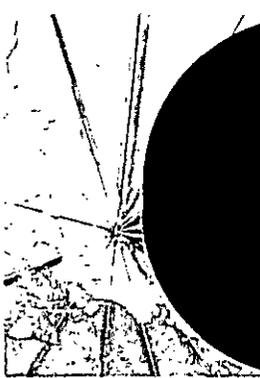
Momentum Resource Solutions does not have any affiliates.

SUBMISSION REQUIREMENT I (CONFLICT OF INTEREST)

Momentum Resource Solutions and all representatives of the firm do not have any conflicts of interest which would prevent the firm from doing business with the PANYNJ.

SUBMISSION REQUIRMENT J (AGREEMENT)

Momentum Resource Solutions agrees with the standard agreement and its terms and conditions.



Technisource Response to RFP Number: 25881

Developed Exclusively for:

THE PORT AUTHORITY OF NY & NJ

**“Performance of Expert Recruitment
Services For Executive and Mid-Level
Staff As Requested On A “Call-In”
Basis During 2011-2015”**

September 21, 2011

Prepared by:



ORIGINAL

THE PORT AUTHORITY OF NY & NJ

September 6, 2011

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUIRED ON A "CALL-IN" BASIS DURING 2011-2015 – RFP #25881 (ADDENDUM #1)

Dear Sir or Madam:

The Port Authority of New York and New Jersey hereby amends the subject Request for Proposals (RFP) dated August 30, 2011 as follows:

RFP Letter:

On page 1, in the second paragraph, line one, after "...Attachment A" insert " and standard Non-Disclosure and Confidentiality Agreement (Exhibit I)"

On page 3, Section III, after item "C", skip one line and insert the following:

"C.1. Qualifications and Experience of Staff:

List the name(s), and title(s), and provide the resumes of personnel who will be assigned to perform any services requested."

Attachment D:

Item "5 – Information Technology", add an A after the "5" so that it reads "5A. – Information Technology".

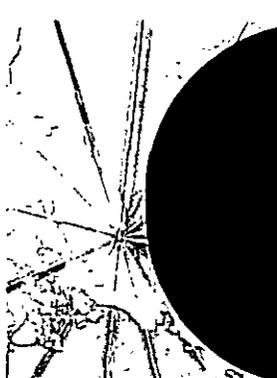
The due date of receipt of proposals remains September 21, 2011.

If you have any other questions please contact Mary Lou Rivera, as noted in the RFP letter.

Sincerely yours,

Tim Volonakis
Manager
Professional, Technical & Advisory Services Division
Procurement Department

*Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010 T: 212 435 7000*



Technisource Response to RFP Number: 25881

Developed Exclusively for:

THE PORT AUTHORITY OF NY & NJ

**“Performance of Expert Recruitment
Services For Executive and Mid-Level
Staff As Requested On A “Call-In”
Basis During 2011-2015”**

September 21, 2011

Prepared by:



The information contained herein is being submitted to the Recipient in connection with the contemplation of a possible business relationship by and between Technisource, Inc., a wholly-owned subsidiary of SFN Group, and the Recipient. The information contained herein is confidential and proprietary to Technisource and shall not be disclosed by Recipient to any third party, including other service providers, nor shall Recipient use same for its own benefit or for any commercial purpose, except in connection with evaluation of this response. All terms of this proposal will remain valid for a period of 120 days from the date of submission, as indicated on the cover page.

A. Attachment B – Agreement on Terms of Discussion

Please refer to the following signed agreement on the terms of discussion, which has been included following this page.

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporateinformation/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Technisource
(Company)



(Signature)

VP, Professional Services
(Title)

09/16/2011
(Date)

B. Attachment C – Company Profile

Please refer to the completed company profile, which has been included following this page.

ATTACHMENT C
COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015

1. Company Name (print or type):

Technisource.

2. Business Address:

Two Penn Plaza, 6th Floor
New York, NY 10121

3. Federal Employer Identification Number (EIN): Ex. 1

4. Date (MM/DD/YYYY) Firm was Established: 03/25/1987 (SFN Group founded 1946.)

5. Name, Address and EIN of Affiliates or Subsidiaries:

Following is a list of the active direct and indirect subsidiaries of SFN Group, Inc., a Delaware corporation. All active subsidiaries do business under their corporate name listed below, or close derivatives thereof, except where indicated otherwise:

<u>6063721 Canada Inc. Canada</u>	<u>Comtex Information Systems, Inc. Delaware</u>
<u>Human Resource Capital Group Inc. Canada</u>	<u>IMARK/TSRC Management Corp. Delaware</u>
<u>IMRC, Inc. Nevada</u>	<u>IntelliMark Holdings, Inc. Delaware</u>
<u>NorCross Holdings LLC Delaware</u>	<u>NorCross Teleservices L.P. Delaware</u>
<u>Norrell Corporation Delaware</u>	<u>Spherion Assessment Inc. North Carolina</u>
<u>SFN Professional Services LLC* Delaware</u>	<u>Spherion Atlantic Resources LLC** Delaware</u>
<u>Spherion (Europe) Inc. Delaware</u>	<u>Spherion Financial Corporation Delaware</u>
<u>Spherion Government Services LLC Delaware</u>	<u>Spherion Operations Inc. Delaware</u>
<u>Spherion Staffing LLC*** Delaware</u>	<u>Spherion Technology (UK) Limited United Kingdom</u>
<u>Spherion U.S. Inc. Florida</u>	<u>Spherion Worldwide Holding B.V. Netherlands</u>
<u>Technisource, Inc.**** Delaware</u>	<u>* Formerly Spherion Atlantic Enterprises LLC.</u> <u>Also does business as:</u>
<u>--The Mergis Group</u>	<u>--Norell (ceased use in 2009)</u>
<u>--SourceRight Solutions</u>	<u>--Todays Office Professionals</u>
<u>** Also does business as:</u>	<u>--The Mergis Group</u>
<u>Todays Office Professionals</u>	<u>--Technisource</u>
<u>*** Also does business as:</u>	<u>--Todays Staffing</u>
<u>**** Also does business as Provali Group</u>	

6. Officer or Principal of Firm and Title:
Alisia Genzler – VP Professional Services
7. Name, telephone number, and email address of contact for questions:
Howard Cohen, (212) 480-2600, HowardCohen@technisource.com
8. Firm website:
www.technisource.com
9. 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 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/DoingBusinessWith/economic/html/objo.html> to receive information and apply for certification.



C. Attachment D – Category Summary

Please refer to the following completed category summary, which has been included following this page.

ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture	X	X
2 - Construction/Project Management	TBD (1)	TBD (1)
3 - Finance/Real Estate	X	X
4 - Environment/Energy	TBD (1)	TBD (1)
5A - Information Technology	X	X
5 - Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)	TBD (1)	TBD (1)
6 - Security/Public Safety	TBD (1)	TBD (1)
7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)	TBD (1)	X
8- Diversity (including Military/Veterans	TBD (2)	TBD (2)

TBD (1)

Please see section "New Organization: Technisource, SFN and Randstad" starting on page 9 of our proposal.

- Technisource employs 6,000 individuals at any given time, comprising approximately 5,600+ billable consultants and 350+ corporate employees.
- Technisource is a subsidiary of SFN Group, Inc., a diversified workforce solutions provider with approximately 2,500 corporate employees and 47,000 billable employees on assignment at any given time.
- On September 2, 2011, all brands and subsidiaries of SFN Group, Inc., including Technisource, were acquired by Randstad Holding nv, a \$18.8 billion global provider of HR services and the second largest staffing organization in the world. With this transaction, our combined organization establishes dominant US market positions, ranking #2 in IT, #2 in Admin/Clerical, #3 in Finance & Accounting and #5 in Industrial staffing services. Randstad averages 55,000+ employees on assignment in North America at any given time.

With our expanded capabilities, we expect to be able to effectively recruit for any Executive or Mid-Level position required by the Port Authority.

TBD (2)

Our corporate diversity partner program (leveraged across all SFN Group subsidiaries, including Technisource) has developed relationships with 350+ diverse firms representing most of the functional specialties list by the Authority. Each of these firms has undergone a rigorous qualification process, to include verification of diversity classification and documentation by recognized certifying authorities. Our program effectiveness has been recognized through multi-year awards and nominations by several regional diversity organizations, culminating in our 2010 nomination as "Corporation of the Year" by the National Minority Supplier Development Council (NMSDC). We can work with the Authority to identify targeted segments within your overall temporary population that are best suited to diverse supplier fulfillment. With the addition of Randstad resources we would expect to be able to handle any diversity request by the Authority.

C.1. Qualifications and Experience of Staff

Management Structure and Account Team

Technisource offers an exceptionally well-credentialed team of professionals that will provide permanent placement services to the Authority. The account team will include a Senior Account Executive, who will be immediately responsible for services to the Authority, and specialty resources managed by Directors of Information Technology and Financial Practices in the New York metropolitan area.

This model provides a single point of contact for the Authority to streamline service delivery, while making available a full complement of sourcing and recruiting professionals, specializing in the particular disciplines that the Authority may require.

Credentials of the team in the form of a short version of their resumes and their roles supporting the Port Authority are described following:

HOWARD COHEN, SENIOR ACCOUNT EXECUTIVE

Howard Cohen will be the single point of contact and the primary relationship manager for Technisource's engagement with the Authority for placement services. He will be fully responsible for service delivery, performance management and customer satisfaction. He serves in this role for the current Recruitment Services contract and has worked closely with Evelyn Crespo for searches conducted under the current contract. He has over 29 years of government and consulting experience, including 15 years with NYC's Department of Environmental Protection, six years with Computer Sciences Corporation and eight years with Technisource. His City career started as a Mayor's Graduate Intern under Mayor Koch. He completed the Mayor's Top 40 Program and served in senior management positions at DEP. Howard's NYC client list includes 25 local government agencies, Computer Sciences Corporation and Con Edison. Howard has a Master of Science in public management and policy analysis from Carnegie-Mellon University and a Bachelor of Arts in history and sociology from SUNY at Binghamton.

DOMINIC CARACAPPA, PRACTICE DIRECTOR AND SENIOR RECRUITER, INFORMATION TECHNOLOGY

Dominic Caracappa is the Practice Director for Technisource's Information Technology Permanent Placement Division where he oversees a team of six full-time permanent placement recruiters. His role is a blend of business development, account management and direct recruiting. He has a proven history of cultivating long-term client and candidate relationships. Prior to joining Technisource, Dominic was the Director of Sales and Recruiting for Ariston Tek, where he developed a unique strategic sourcing process known as "TIME." He has successfully recruited Information Technology, Telecommunications, Engineering, Construction, Light Industrial, Administrative and Sales professionals, both regionally and nationally, throughout various industries including technology, financial, utilities and media. Dominic received his Bachelors of Interdisciplinary Studies from Arizona State University and his Masters in Technology Management from the University of Phoenix.

He is also a member of the New Jersey Wireless Association and is a volunteer on NJWA's event committee.

ANDREW GOLDEN, MANAGING DIRECTOR AND SENIOR RECRUITER, EASTERN REGION, FINANCE AND ACCOUNTING

Andrew Golden is the Managing Director for finance and accounting practice covering the NY Metro area. While with SFN, Andrew has spent eight years developing relationships, recruiting and successfully placing professionals within the finance and accounting discipline at all levels for his clients; from the CFO to the Staff Accountant level. His areas of focus range across multiple industry verticals and throughout the Tri-State area. Prior to joining SFN in 2003, Andrew spent two years as a Search Consultant with Kindred Partners (formerly Ramsey Beirne Associates), a leading retained executive search firm serving the Venture Capital and Private Equity community. Andrew is a graduate of Roanoke College in Virginia.

Recruiting Team

Technisource's professional services organization is highly experienced, with outstanding credentials and a clear record of recruiting and placement success for our clients. One of the keys to our success is the quality of our proposed recruiting team. Many of our recruiting professionals have earned one or more advanced degrees and most have had extensive management experience prior to entering this industry. Each individual possesses special knowledge of particular industries, including government, and of the wide range of skills specific to their industry. They are both recruiting specialists and functional professionals who can understand, anticipate and fulfill municipal government requirements. The following individuals are representative of the caliber of recruiting talent we will present to the Authority to meet your permanent placement needs:

KARYN ELRICH, SENIOR TECHNICAL RECRUITER

Karyn Elrich joined Technisource 16 years ago and offers extensive experience placing temporary and direct hire talent in financial, banking, government, insurance and media industries. Clients include Federal Reserve Bank, New York City Agencies, AIG, Prudential, Sony, Citibank and Arts and Entertainment TV Network. Karyn has experience managing and mentoring other recruiters and interfacing with client managers. She is a graduate of SUNY at Buffalo.

PATRICIA PRIOLA, SENIOR TECHNICAL RECRUITER

Patricia Priola has a total of 20 years of recruiting experience. For the past 15 years, Patricia has been responsible for recruitment for accounts such as IBM, Con Edison, School Construction Authority, Department of Education, Cablevision and Reuters. She has created "out-of-the-box" innovative suggestions for recruiting and maintaining employees. Patricia is a graduate from SUNY at Stony Brook and holds a Master's Degree from Dowling College.

JOE PITINO, PRACTICE DIRECTOR AND SENIOR RECRUITER

Joe Pitino has 18 years of experience and recruits for specialized talent. Areas of concentration have been in large investment banks, hedge funds, private equity firms and Fortune 100 companies. Joe has been with SFN since January 2002.

From 1993 to 2002, he worked at a tightly specialized contingency search firm, A-L Associates, focusing on mid to senior level Finance/Accounting placements in the financial services sector. Joe obtained a BA in Communication from the University of Delaware in 1992.

JENNIFER VALENTI, SENIOR TECHNICAL RECRUITER

Jennifer Valenti has 15 years of experience in the financial and technical services industry as a hiring manager and product manager. During her career, Jennifer has developed solid relationships with investment banks, hedge funds, municipalities and corporations. Some of Jennifer's clients that can attest to her high quality of service are: Goldman Sachs, Citigroup, Nuveen Investments, The City of New York, Long Island Power Authority and NEC Corporation. Jennifer volunteers her time with Bottomless Closet, a Non-Profit Organization, providing Employment Coaching services as well as organizing and conducting Recruitment Workshops. Jennifer works on the Permanent Placement Desk at Technisource in New York. She is a graduate of Bernard Baruch College and holds a Bachelors of Business Administration in Finance, with a minor in Industrial Organizational Psychology and Human Resources.

D. Attachments E and F – Placement Experience

Please refer to the following completed placement experience attachments, which has been included following this page.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 1 – Engineering /Architecture

Placement #1

Client Business Name: Fehrer Automotive

Client Address (City & State): 385 South Woods Drive, Fountain Inn, SC

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Quality Control Manager

Date of Placement: June, 2011

Placement #2

Client Business Name: Dematic Corp

Client Address (City & State): 507 Plymouth Ave NE, Grand Rapids, MI

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Engineering Project Manager

Date of Placement: January, 2011

Placement #3

Client Business Name: Fehrer Automotive

Client Address (City & State): Fehrer Automotive

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Automotive Quality Control Manager

Date of Placement: July, 2011

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 3 – Finance / Real Estate

Placement #1

Client Business Name: Kaplan Thaler

Client Address (City & State): 1675 Broadway, New York, NY

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: CFO

Date of Placement: July, 2011

Placement #2

Client Business Name: Spirit Music Group

Client Address (City & State): 235 W. 23rd St, New York, NY

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: CFO

Date of Placement: July, 2011

Placement #3 (2 Placements)

Client Business Name: Goldman Sachs

Client Address (City & State): 85 Broad St, New York, NY

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Managing Director Product Accounting and Managing Director Internal Auditing

Date of Placement: Summer 2011

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 5 – Information Technology

Placement #1

Client Business Name: Geokinetics

Client Address (City & State): 1500 Citywest Blvd, Houston, TX

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: CIO

Date of Placement: September, 2010

Placement #2

Client Business Name: Essilor/Framesdirect.com

Client Address (City & State): 2801 S. IH 35, Austin, TX

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Director of Information Technology

Date of Placement: January, 2011

Placement #3

Client Business Name: Bessemer Group

Client Address (City & State): 100 Woodbridge Center Drive, Woodbridge, NJ

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Director PMO

Date of Placement: January, 2011

Placement #4

Client Business Name: Gerson Lehrman Group

Client Address (City & State): 301 Congress Avenue, Austin, TX

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Director of Engineering

Date of Placement: June, 2011

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category (ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 3 – Finance / Real Estate

Placement #1 (Multiple Placements)

Client Business Name: Angelo Gordon

Client Address (City & State): 245 Park Ave, New York, NY

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 / dominiccaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Various accounting roles including Senior Accountants and an Assistant Controller

Date of Placement: 8 placements over the last two years

Placement #2 (Multiple Placements)

Client Business Name: Federal Reserve Bank of New York

Client Address (City & State): 33 Liberty St, New York, NY

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 / dominiccaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Staff Director of TALF (Term Asset-Backed Loan Facility) Program; Staff Director of Corporate Accounting; Senior Accountant Special Investments Group

Date of Placement: 3 placements over the last two years

Placement #3 (Multiple Placements)

Client Business Name: Black Rock

Client Address (City & State): 40 Park E. 52nd St, New York, NY

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 / dominiccaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Senior Accountants and Accounting Managers

Date of Placement: 6 Placements over the last two years)

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category (ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 5 – Information Technology

Placement #1 (Multiple Placements)

Client Business Name: Chubb

Client Address (City & State): NJ

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 / dominiccaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: 3 Business Analysts and a Developer/Programmer

Date of Placement: 4 Placements in 2011

Placement #2

Client Business Name: Transact

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 / dominiccaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Net Developer

Date of Placement: June 2011

Placement #3

Client Business Name: Emblem Health

Client Address (City & State): 55 Water St, New York, NY

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominiccaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: BizTalk Developer

Date of Placement: August 2011

Placement #4

Client Business Name: Prevalent Networks

Client Address (City & State): 30 Technology Dive, Warren NJ

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominiccaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Application Security Engineer

Date of Placement: June 2011

Placement #5

Client Business Name: Bloomberg

Client Address (City & State): Lexington Ave, New York, NY

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominiccaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: IT Governance Analyst

Date of Placement: September 2011

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category (ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 7 – Corporate Services

Placement #1

Client Business Name: Grove Park Inn

Client Address (City & State): 265 290 Macon Ave, Asheville, NC

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 / dominiccaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: 2 Human Resources Coordinator and Benefits Coordinators

Date of Placement: September 2011 & June 2010

Placement #2

Client Business Name: Integra-cast

Client Address (City & State): 265 Newington Avenue, New Britain, CT

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 / dominiccaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Human Resources Generalist

Date of Placement: August 2011

Placement #3

Client Business Name: Darden Restaurant

Client Address (City & State): 1000 Darden Center Drive, Orlando, FL

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Legal Assistant

Date of Placement: August 2011

Placement #4

Client Business Name: Donsbach & King

Client Address (City & State): 504 Blackburn Drive, Augusta, GA

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Legal Secretary

Date of Placement: May 2011

Placement #5

Client Business Name: Krugliak, Wilkens, Griffiths & Dougherty

Client Address (City & State) 4775 Munson Street, Canton, OH

Client Contact Name/Phone #/Email Address: Dominic Caracappa / 212-590-5984 /

dominicaracappa@technisource.com (Out of courtesy to our client, Dominic will coordinate contact.)

Title of Placement: Legal Title Closer

Date of Placement: December 2010



E. Technisource's Proposed Management Approach

New Organization: Technisource, SFN and Randstad

Technisource will be the lead organization representing the SFN Group (SFN) in our proposal for this Recruitment Services Bid to the Authority. Technisource is North America's sixth largest IT services provider and was founded in 1987. We deliver comprehensive staffing, managed services and consulting to more than 1,200 clients of all sizes and industries each year. Through our national solutions organization and network of more than 50 operating locations, Technisource employs and manages approximately 5,500 billable IT professionals at any given time.

SFN delivers strategic workforce solutions that improve business performance and has approximately 560 locations in the United States and Canada. SFN was established in 1946, is one of North America's largest employers and in 2010 had revenues of approximately \$2.1 billion. From outsourcing to technology to professional services to staffing, SFN delivers the best combination of people, performance and service to improve the way work gets done. It provides its services to approximately 8,000 customers, from Fortune 500 companies to a wide range of small and mid-size organizations. SFN provides its solutions through a family of specialized businesses that focus on IT, Finance and Accounting, Clerical and Administrative, Recruitment Process Outsourcing and Light Industrial.

Randstad: On September 2, 2011, all brands and subsidiaries of SFN Group, Inc., including Technisource, were acquired by Randstad Holding nv (Randstad), an \$18.8 billion global provider of HR services and the second largest staffing organization in the world. Randstad was founded in 1960 in the Netherlands and expanded to the US in 1993. The acquisition of SFN puts Randstad in a leadership position in key staffing segments, including the administrative, industrial, engineering, IT, healthcare and finance and accounting industries. Randstad and SFN will have 1,078 offices in the US and will put more than 100,000 people to work in North America each week. Combined revenues are estimated at \$22 billion worldwide and at \$4.6 billion in North America. The combined organization establishes dominant US market positions, ranking #2 in IT, #2 in Admin/Clerical, #3 in Finance and Accounting and #5 in Industrial staffing services. We also will extend our leadership in Recruitment Process Outsourcing (RPO) and related workforce managed services.

Randstad and SFN are in the process of executing integration strategies and plan to rollout its expanded portfolio of services over the next few months. Randstad and SFN Group together can recruit for any permanent position listed on Attachment D that the Authority would require. Randstad's acquisition of SFN just occurred, so we are required to operate as two separate entities for the short-term. Once the two companies have been fully integrated, we can complete Attachments E and F for all nine Functional Specialties. Therefore, SFN will be completing Attachments E and F at this time for the following Functional Specialties:

- #1 – Engineering/Architecture
- #3 – Finance/Real Estate

- #5a – Information Technology
- #7 – Corporate Services

We would ask that, given our size now as a \$22 billion company and the second largest in the world, we be considered for all categories and will provide the necessary placement information as soon as it is available.

Experience Recruiting for Functional Categories as Listed on Attachment D

Randstad and SFN both offer a comprehensive range of HR services to our clients. We provide temporary, temporary-to-permanent, permanent and outsourced placement services to thousands of US clients, with Randstad providing coverage in 43 countries in total. Together, the two companies can fulfill all aspects of commercial and professional staffing as listed on Attachment D. That would include Accounting & Finance, Office & Administration, Engineering, Healthcare, IT, Legal, Life Sciences and Manufacturing and Logistics.

Commercial, industrial, manufacturing and logistics staffing: Randstad is a global leader in finding qualified talent in the following areas:

- Manufacturing
- Distribution
- Logistics
- Assembly
- General Labor
- Shipping/Receiving
- Industrial

Spherion Staffing Services is a leading recruiting and staffing provider that specializes in placing administrative, clerical, customer service and light industrial candidates in temporary and full-time opportunities. As an industry pioneer for more than 60 years, Spherion has sourced, screened and placed millions of individuals in virtually every industry through a network of offices across the United States.

Clerical and Administrative: Like SFN, Randstad also fills an extensive range of general office and executive positions:

- Administrative Assistant
- Data Entry Clerk
- Executive Assistant
- File Clerk
- HR Assistant
- HR Manager (executive)
- Mail Room Clerk
- Office Manager (executive)

Professional staffing: Randstad provides engineers, IT or finance specialists and professionals, including disciplines such as HR, legal and marketing communications.

The following sections describe the full range of professional staffing services offered by Randstad and SFN.

Legal Staffing: Randstad has a division that is one of the largest legal staffing and project management firms in the world. With five offices strategically located in Washington, DC, New York, NY, Los Angeles, CA and Arlington, VA, Randstad maintains a presence in most major litigation centers, while simultaneously offering national reach and coverage. This Randstad division specializes in providing temporary attorneys and paralegals for companies and their law firms to handle document review on litigation matters, internal investigations and regulatory inquiries.

Life Sciences and Healthcare: The life sciences division of Randstad focuses on assisting our clients with their clinical research, scientific and technology staffing needs. Randstad also has a healthcare staffing division dedicated to the recruiting of nurses and healthcare professionals for short-term contract jobs, per diem, permanent placement and travel nursing jobs. Another division is dedicated to physician recruitment.

Human Resources: Randstad also has division that is an industry leader in the area of human resources staffing and recruitment. This division is dedicated exclusively to the placement of HR professionals from executive to junior levels, and partners with a wide range of clients with diverse needs.

Engineering: The engineering arm of Randstad draws from a database of 2.8 million and places positions ranging from drafters and designers to engineers, managers or C-Level professionals.

Information Technology: Randstad has IT staffing and perm placement division that essentially doubles our US capacity. Randstad also has a division dedicated to ERP and CRM support. IT provides eBusiness consulting focusing on SAP, Siebel, PeopleSoft, Oracle and Business Intelligence/EAI consultants.

Finance and Accounting: Randstad, like SFN, a leading provider of accounting and finance staffing and recruitment.

LOCATIONS

Randstad and SFN together now have 1,078 locations in the United States. Technisource has 64 operating locations throughout North America, with branch offices in the local markets. With 200 full-time Technisource recruiters and two National Recruiting Centers, we are able to deploy and manage IT professionals virtually anywhere in the US and Canada.

ENTERPRISE RECRUITING QUALIFICATIONS

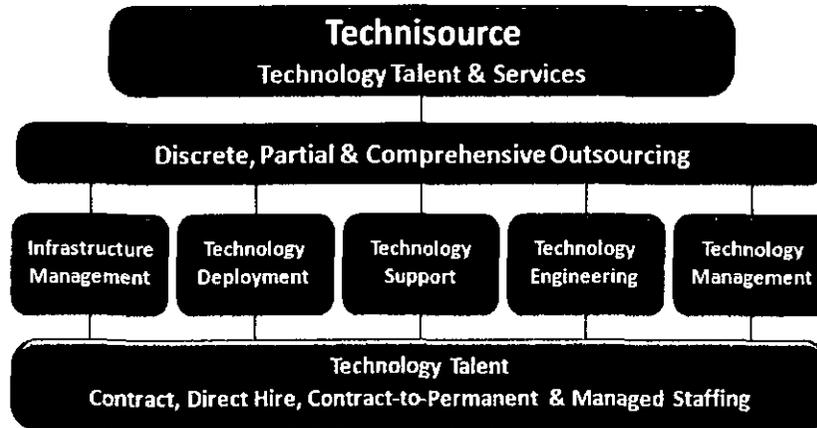
A core service and competency – since our firm’s inception – has been finding the right talent to satisfy our clients’ technical jobs.

Technisource can fulfill your needs in practically any IT discipline, which we align in the following broad classifications to optimize our recruiting efficiencies:

- Application Development
- Database Design and Analysis
- Business Systems Analysis
- Software Quality Assurance/Testing
- IT Project/Program Management
- Network Engineering and Integration
- Embedded Software Engineering
- IT Support and Operations (Help Desk and PC Technicians)
- Systems Administration

COMPREHENSIVE TECHNOLOGY SERVICES

With an array of staffing, technology project services and outsourcing solutions, we can help the Authority maximize its technology investments and workforce utilization. If needed, we are able to configure our offerings to create a custom solution that provides the required level of resource and functional control.



Thought Leadership

WORKFORCE AND MARKET INSIGHT

Technisource continually measures technical labor market trends through workforce polling conducted on our behalf by Harris Interactive; making this information available to our customers through a quarterly IT Employee Confidence Index and corresponding IT Employment Report.

More comprehensive data analysis and findings are published bi-annually in our *Emerging Workforce Study* ('EWS'). Now in its sixth generation, EWS systematically segments and surveys representative samples of the US labor force to gain perspective on factors dealing with employee motivation and retention. The knowledge we have gained through this 12+ year effort has been integrated into our recruiting and employee management programs, and is available to help you most effectively gain similar competitive advantages through the use of human capital.



GOVERNMENT EXPERIENCE

We understand the challenges faced by our government clients and the responsibilities assigned to these agencies. We will bring the skills and expertise needed to recruit individuals who will quickly become effective within this environment.

Based in Manhattan and Long Island, our dedicated technical and professional recruiters have extensive experience with the City of NY and have developed excellent insight into the work environment at NYC agencies. Technisource has provided IT resources to more than 25 different NYC agencies, including the Department of Information Technology and Telecommunications' (DoITT), Department of Education, Department of Buildings and the School Construction Authority. Technisource made permanent placements at the following NYC Departments: Information Technology and Telecommunications, Finance, Youth and Community Development, Health and Mental Hygiene, Corrections and Buildings.

We have extensive municipal government experience outside of NYC (numerous municipalities, including Cities of Chicago, St. Louis, Phoenix; numerous State agencies in Pennsylvania, Delaware, Illinois, Michigan, Wisconsin, Florida and California; several federal government contracts, including DoD agencies and FDA).

PERMANENT PLACEMENT EXPERTISE

Technisource's extensive recruiting capabilities can be leveraged to meet both permanent placement requirements and temporary skill needs that the Authority may have. Furthermore, many of our "temporary" placements convert to full-time client employees or serve as long-term contributors to our clients' organizations, with some assignments lasting for years.

We offer a proactive recruiting methodology and the sourcing capabilities to attract active, employed individuals with the right skills. With access to more than 2.5 million resumes and hundreds of specialized Technisource recruiters, we can efficiently identify excellent candidates.

TECHNICAL CREDENTIALS

Technisource consultants and technical practice leaders are active in local, regional and national technical forums and business organizations, and several are published in professional journals and periodicals.

The Executive's Guide to Information Technology ('EGIT'), co-authored by Technisource Senior Vice President John Baschab, provides field-proven insight on all important aspects of IT planning and execution; from governance to applications to operations and infrastructure. Now in its Second Edition, EGIT is an Amazon.com best-seller utilized in MBA and MIS curricula at several institutions throughout the US, Europe and Asia. *The Professional Services Firm Bible*, also co-authored by Mr. Baschab, similarly identifies practices and tools for managing costs, optimizing vendor relationships and improving revenues.



Our commitment to excellence in our business operations and technical specialties are highlighted in these representative credentials and recognition:

- Gartner Consulting
 - *Magic Quadrant* “Challenger” for Help Desk Outsourcing Services, North America, 2004-Current
- Help Desk Institute (HDI)
 - 2011 Winner, Team Excellence Award for External Support
 - 2009 Finalist, Enterprise Help Desk of the Year
 - Corporate Member 10+ years
 - Member, HDI Executive Forum 2011
 - Member, Strategic Advisory Board 2008-2010
 - 2007 Help Desk Analyst of the Year award
- Microsoft
 - Desktop Platform
 - Server Platform
 - Unified Communications
 - Portals and Collaboration
 - Microsoft Dynamics/Great Plains Certified
- CompTIA Corporate Member
- Founding Member, Quality Assurance Institute

Gartner



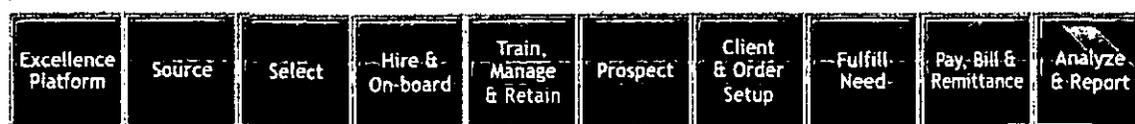
Learn more about Technisource’s insights through white papers and case studies available at <http://www.technisource.com/about-technisource/white-papers.jsp>.

Quality Control

SERVICE EXCELLENCE

Technisource understands that closely monitoring levels of service are essential to ensuring your satisfaction. Our **Service Excellence** program combines a series of tools, best practices and integrated technology to ensure we create outstanding experiences for our *candidates, client users and enterprise customers*.

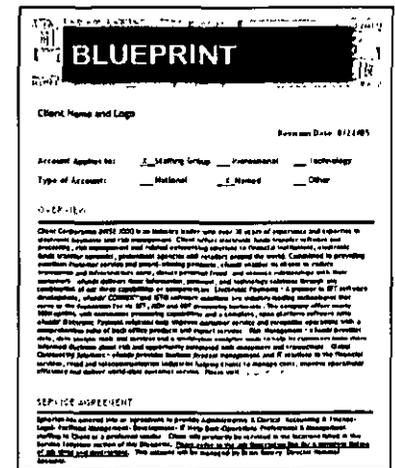
HOW WE EXECUTE



Key elements relevant to our placement services with the Authority include:

- **Standard Operating Procedures and Placement Blueprints:** To ensure service consistency, each Technisource branch office operation is equipped with a comprehensive reference guide documenting all processes to be followed at each stage of service delivery.

The reference guide represents a consolidated and prioritized view of our core training program materials, packaged in a desktop tool. Accompanying the Standard Operating Procedures is a Placement Blueprint, which documents applicants' life cycle flow towards placement; defining particular tollgate processes and prerequisites of data collection and entry.



Available online for easy access

- **Account Blueprint:** To ensure that every *Technisource associate* serving the Authority has a clear understanding of our commitments to you, we will create a comprehensive “account blueprint,” available to the service and account management teams online for quick and easy access. The Blueprint includes an overview of our partnership, every detail of our service commitments (contract terms, payment terms, etc.) and information about your organization, order process, unique screening or pre-placement criteria, pricing agreements, billing and reporting requirements. It also includes mutually agreed upon performance objectives, the names and contact information for the Technisource account team, any forms that you might require (such as confidentiality, etc.) and any service do’s and don’ts. The Authority’s Blueprint will be continually updated as our relationship evolves to ensure we continue to provide quality service for each and every placement.
- **Reporting Mechanisms:** Technisource tracks performance against key components of our Standard Operating Procedures and Placement Blueprint. To provide the Authority with visibility into our performance, we offer an online, monthly *Candidate, User and Enterprise (CUE) Scorecard*, displaying our operational effectiveness against established metrics and goals. Available through the online Client Resource Center, the Scorecard will allow your organization to view a robust suite of 20 reports summarizing our performance in the broad categories of operational efficiency, business effectiveness and expenditures.
- **Candidate Resource Center:** Technisource’s full-service information portal is accessible 24/7 and provides:
 - Online order management and tracking functionality
 - Invoice history
 - *Account balance and aging information*
 - Extensive suite of customizable reports
 - A library of information surrounding workforce and economic trends, career topics, employee retention and motivation and more
- **Satisfaction Surveys:** All stakeholders within our partnership with the Authority may receive automated performance surveys (sent via e-mail) to gauge the success of the individual placements and their overall experience with Technisource. The survey type and frequency is directly associated with the audience being surveyed and results are incorporated into our internal and external CUE Scorecards.

TECHNISOURCE'S APPROACH TO ISSUE RESOLUTION

Technisource will take immediate action to quickly resolve any Authority concern. Our Account Executive and members of the Account team are trained and empowered to address client concerns. Our process is to:

- Receive/understand the problem
- Record the problem
- Investigate and correct
- Communicate resolution

We also work to continuously improve our services and value as our relationship moves forward. These efforts include:

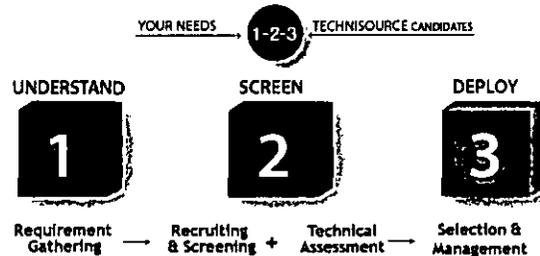
- Identifying, based upon customer feedback, areas for improvement
- Identifying and verifying the root causes of the problem
- Planning and implementing countermeasures that will correct the root causes
- Confirming that the problem and its root causes have been corrected and the target for improvement has been met
- Continual evaluation of the team's effectiveness

Should the Authority be unsatisfied with the Account Team's efforts to resolve any problem, or if you wish to raise any other concerns, you may always contact executive management.

F. Technisource's Proposed Technical Approach

Talent Delivery Approach

The heart of Technisource's delivery approach is our proprietary "1-2-3" model, which outlines best practice steps to thoroughly capture position requirements, recruit and screen candidates and manage deployed resources on assignment.



More than simply the sum of its parts, our model represents a cohesive activity that enables us to meet your needs more quickly and reliably than our competitors. In fact, Staffing Industry Analysts has characterized us as one of the *most innovative recruitment companies* in the industry today!

Search Methodology

To attract and retain the best candidates, it is important to understand their needs. Technisource spends significant dollars researching the workforce and developing an understanding of how to effectively reach both active and passive candidates. Technisource's Emerging Workforce Study focuses on the changing face of the workforce and how companies can attract and retain personnel. The intelligence gathered from the study is incorporated into our recruiting strategies, making us more effective in sourcing for your company.

CONSIDERATIONS FOR PROFESSIONAL-LEVEL SEARCHES

A significant number of candidates appropriate for mid-level and executive placement are actively employed. Our clients tell us repeatedly that these more "passive" and directly recruited candidates are the ones they seek to join their organizations.

We focus on forging relationships with professionals well before our clients identify particular placement needs. We get to truly know them – understanding their career goals, work styles, work situation preferences and other factors that might prompt a career move. By building and maintaining these relationships continually, we can often connect just the right candidate when you have a placement requirement.

Technisource's strategy for maintaining candidate interest focuses on ongoing and consistent communication. Technisource's process flow includes "touchpoints" with the candidate at all major milestones, including before and after initial screening, interviewing and offer extension. During these contacts, we focus on continually gauging the candidate's interest, as well as "selling" the employment or assignment opportunity.

Techniques include:

- One-on-one conversations via telephone or in-person (scheduled breakfasts, lunches, etc.)
- E-mail (either manually or automated)
- Monthly information feeds (e.g., e-mails or US mail correspondence providing market or industry news specific to the position at hand)
- Text messages
- References and updates to career-oriented blogs and websites

RECRUITING PLANS

It is our practice to continually recruit for skill sets most commonly needed by our clients. In order to do this, we need to have a clear understanding of our clients' needs. Specific recruiting plans are developed for each client as part of our services, and reviewed on a regular basis to ensure they remain aligned with your organization's anticipated needs. To develop the Authority's recruiting plan, Technisource will:

- Meet with the Authority's end users to understand their specific needs (i.e., job skills, descriptions, measures of success, use requirements)
 - Create a job profile for the Authority, detailing the information collected, inclusive of assessments and achievement (scores) required
- Analyze market supply of required skills and experience
- Search our employee database to identify candidates and review individual profiles to ensure assessments have been completed
- Review our candidate pool against potential needs
- Contact targeted candidates to confirm interest and arrange additional assessments (if necessary)
- Develop recruiting plan:
 - Utilizing the Authority's-specific needs analysis, review market demographics
 - Establish goals related to needs (i.e., number of candidates to be identified, assessed and qualified)
- Track effectiveness of activities and continually adjust our activities to improve performance

RECRUITING TOOLS

eCruiting

Recognizing the tremendous recruiting potential in the rapidly evolving eCruiting sector, Technisource has developed online recruiting tools to enhance the process of posting jobs on the Internet and to efficiently manage candidate responses. Technisource's business system, powered by PeopleSoft, enables our recruiting specialists to post more than 250 of the top online job boards and niche career websites instantaneously.

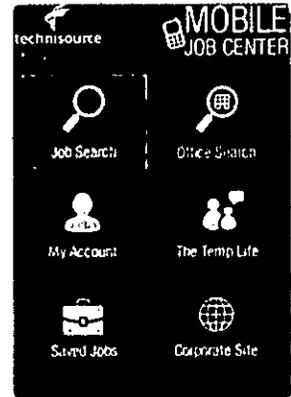
With these tools, Technisource can leverage the power of the national job boards and also target niche job boards based on skill requirements. This helps us to drive operational effectiveness and deliver qualified candidates more quickly.

Candidate Resource Center

Technisource makes it easy for candidates to find us and apply for jobs. With the Candidate Resource Center, Technisource’s web-based portal, candidates can view job postings, apply to those jobs and access a wealth of workplace articles and career tips. The Candidate Resource Center can be accessed 24/7 from any location with standard Internet access. With this extensive availability, Technisource has access to a wide range of candidates not included in traditional recruiting methods – more than 50% of job seekers are “passive” job seekers applying for positions before or after traditional office hours.

Rapid Communication

Our sourcing conduits include extensive networking by 200 full-time Technisource recruiters throughout our branch network and two National Recruiting Centers, as well as employee referral programs and affiliated subcontract suppliers. Our integrated recruiting technology offers “order of magnitude” improvements in sourcing efficiency, incorporating a proprietary database with over 600,000 IT candidate profiles and resumes, a 24/7 “Job Center” recruiting portal, automated posting and response functions, interfaces with leading job boards and social networking sites and sophisticated workflow features.



Our mobile-optimized web site and smartphone applications allow candidates to register their information with us, select communication preferences (including texting), search and apply for jobs, find a Technisource office and access career-relevant content.

Likewise, mobile applications give our recruiters “anywhere, anytime” access to job orders and candidate information in our enterprise system, enabling even more rapid identification, outreach and engagement of today’s top technical talent on the go.

Interactive Voice Response

Technisource uses its proprietary Interactive Voice Response (IVR) and Interactive Web Response (IWR) systems to recruit, prescreen and behaviorally assess candidates for employment in many of its skill areas.

The IVR program uses innovative, customized telephone interviews designed to interpret responses to core skill and behavioral inquiries, while the IWR program utilizes the Internet to conduct interactive, customized interviews. This system may be used to screen some candidates for mid-management positions, but would not be used for executive search activities.

Traditional Recruiting Methods

With more than 1,000 combined offices across the US and Canada, our visible presence is an important part of the sourcing equation. Given this expansive presence, we are able to significantly augment our innovative technological and media recruiting with more traditional efforts, including:

- College/university campus recruiting
- Technical universities
- Job fairs and trade shows
- State employment services
- Community and professional organizations
- Recruiting from diverse groups and organizations
- Employee/customer referrals
- Networking groups

Innovation

In addition to traditional methods, Technisource has developed innovative approaches to respond to shrinking workforce and increased market demands for top talent. Technisource's continual innovation ensures that both active and passive candidates regard Technisource as a portal to employment. Recent innovations in our recruiting strategy include:

- Electronic newsletters
- Media campaigns, including internet advertising
- "Blogs" and profile pages on social networking sites
- Podcasts

A. Review position description and requirements and propose changes thereto as appropriate, for review and approval by Director.

The Technisource Account Executive, Howard Cohen, will meet with the Authority's hiring managers to review position descriptions, qualifications and other requirements associated with the role to be filled. He will compare these against our experiences filling similar vacancies in comparable environments and make recommendations that will enhance the "fit" to job requirements in order to maximize placement success and long-term satisfaction of both the Authority and the placed candidate.

Technisource has exceptional capability in talent search and accession, with particular qualifications and experience vetting Information Technology and Financial candidates. The Authority will benefit significantly from our overall experience placing thousands of candidates each year, as well as the accumulated expertise of the specific recruiters we will assign to this relationship, each with years of successful talent identification and placement.

B. Conduct preliminary screening of candidates, and interview as appropriate, to assess qualifications and interest in the position.

Technisource's model employs multiple levels of candidate screening, organized to select the best candidates in the quickest manner possible and to ensure that all aspects of candidate performance – including skills, behavioral characteristics and professional demeanor – meet and exceed your expectations.

Our screening is designed to:

- Obtain objective information to predict attitudes and behavior
- Test for reliability and ability to perform job assignments
- Profile dependability, adaptability and self-esteem
- Evaluate attitudes about safety issues and cooperation
- Measure rapport, stamina and positive outlook
- Evaluate candidates based on the specific needs of your organization

Specific aspects of our process are described below.

EMPLOYMENT ELIGIBILITY DETERMINATION

Recruiters will communicate pre-employment requirements and confirm the candidate's willingness to authorize related background checks, drug screening, academic and/or professional verifications, legal authorization to work and any other particular assignment pre-conditions.

We review the candidate's employment history and dates, project information, responsibilities, methodologies, technologies used, applied skills, technical/professional certifications and/or training – and compare those to the requirements of the position.

SOFT SKILLS AND MOTIVATION

We assess soft skills throughout the candidate interview process based upon our knowledge of the working environment and how the professional's responsibilities will be carried out. For example, what levels of leadership, communication effectiveness, organization, time management or administrative skills are needed? How does the candidate perceive and manage common stress associated with management or leadership roles? How well do the candidate's interpersonal skills fit the requirements of the position?

We will also seek to validate the candidate's reliability and stability in current and previous employment situations, as well as likely satisfaction with the particular placement opportunity.

IN-DEPTH TECHNICAL INTERVIEW

The technical interview will be conducted by a Senior Technisource consultant with appropriate background; all assessments are content-valid, focusing on real life scenarios and knowledge-based actions to assess the skill level of a particular discipline. Key facets of the technical interview will include:

- A detailed assessment of job-critical technical skills
- Knowledge of methodology and/or tools required of the position
- Assessment of technical and interpersonal communication skills
- Highlight of the candidate's areas of special interest or potential

C. Verify/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.

A written summary of all screening and interview activities is maintained in our online candidate database throughout the candidate sourcing process and is provided for client review. The documentation includes our assessment of:

- Overall suitability for the assignment under consideration
- Educational background – general overview, specialty areas
- Work experience
- Ability to interface with co-workers and managers
- Maturity/stability
- Motivation/interest/availability

Verification of candidate professional and/or technical credentials and licenses is typically completed as part of the background check.

D. Refer the most qualified candidates to the Authority for consideration, giving reasons therefore.

All viable candidates for a given position will be carefully reviewed and ranked. The most appropriate candidates will be submitted for review by the Authority. Each submitted candidate dossier will include a summary of our findings and justification for our submission and ranking. We prefer to deliver these in person, so that we might review our findings with the hiring manager and discuss any areas requiring clarification prior to facilitating the candidate interview with the Authority.

E. Upon selection of a candidate(s), conduct in-depth reference checks on each finalist and submit a comprehensive report documenting your findings.

Technisource's screening of each candidate always includes:

- Comprehensive reference checks from no less than two of the applicant's previous employers
- Thorough review of the applicant's employment history
- Validation of an employee's Right to Work (Social Security Number in the US; SIN in Canada)

After a candidate has been selected and at the discretion of the Authority, we may also facilitate additional background verifications on your behalf, including:

- Criminal history check
- Drug screening (if required for position)
- Credit check (if required for position)
- Professional license check
- Education verification (highest degree achieved)

- Military record check (if applicable)

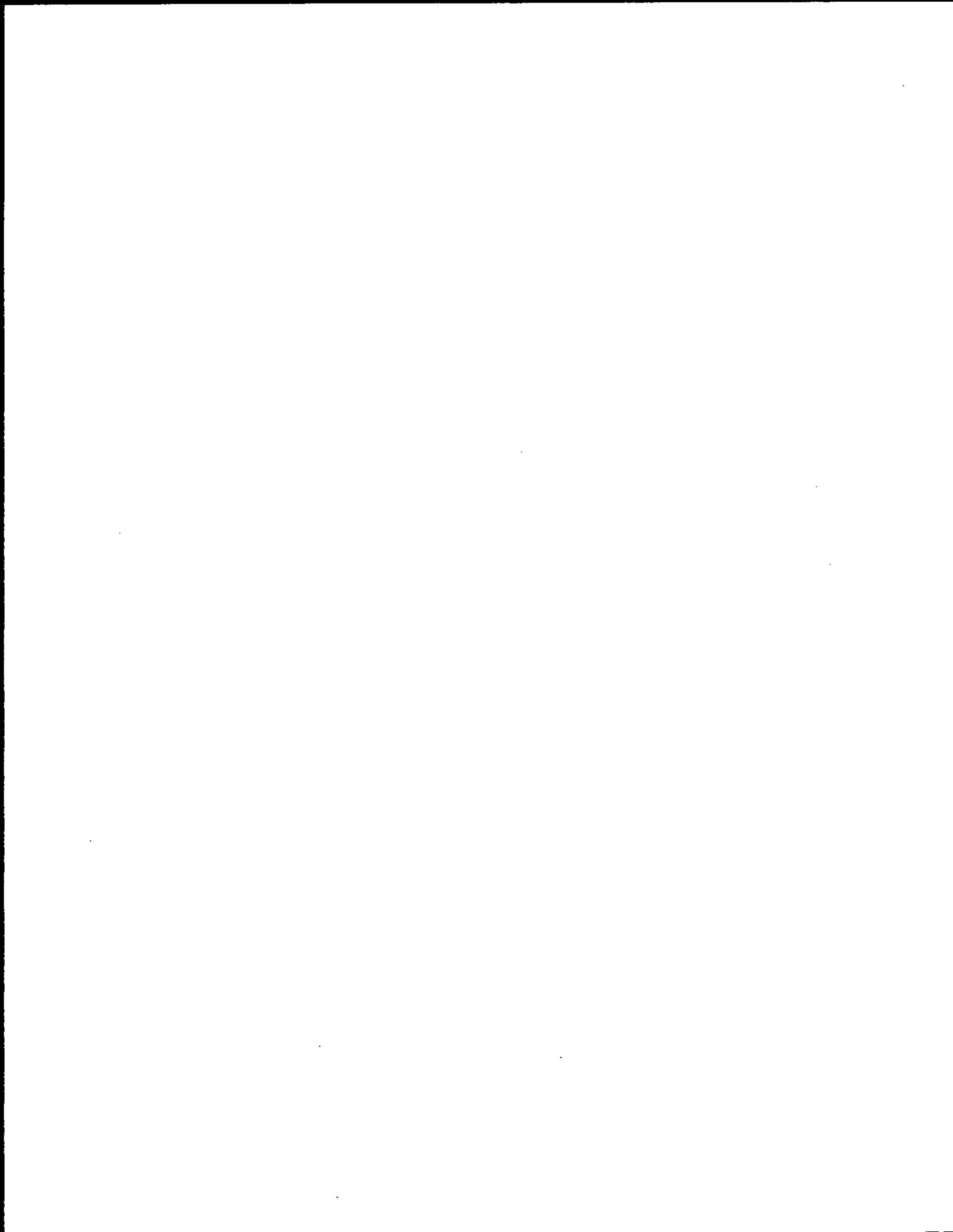
F. Assist in the negotiation of final offer and terms of employment with the Authority as requested.

Technisource will work on the Authority's behalf to negotiate a final offer and terms of employment with the selected candidate, continually representing the Authority's best interests in completing an equitable hiring transaction.

G. For each of the forgoing tasks:

- 1. Provide written and verbal progress reports to the Project Manager as required. Reports shall identify individuals and document findings.***
- 2. Attend and facilitate follow-up meetings between the Authority and the candidate(s) as required, and make recommendations to the Authority on candidate selection.***

Technisource fully appreciates the need for clear and regular communication with the Authority in order to ensure its interests are fully and accurately represented. We will be happy to comply, as it is our standard practice to provide both verbal and written progress reports of our fulfillment activities for both individual orders and aggregate recruiting, as described in item 1 above. Similarly, we will remain fully engaged to facilitate meetings between candidates and the Authority, make recommendations based upon our evaluations and participation in such meetings, and work in the Authority's behalf to complete the employment transaction as described in item #2 above.



G. Cost Information

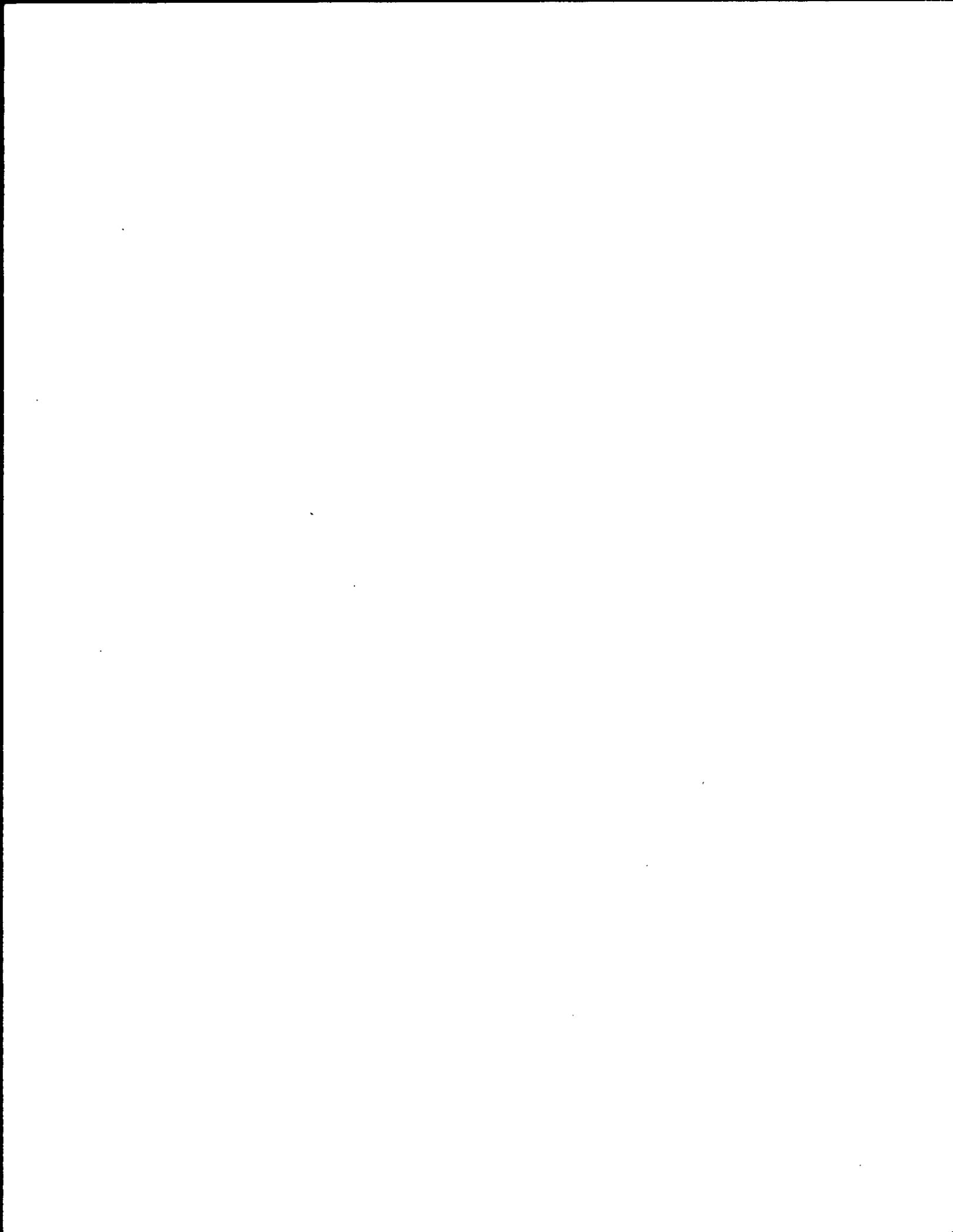
Placement Fees

Technisource has reviewed paragraph 8 of the contractual agreement verbiage provided by the Authority, and has identified its proposed costs consistent with that verbiage, as follows:

1. Technisource will perform Executive Search services, as approved in advance by the Authority, on an exclusive, retainer basis not to exceed 25% of the actual annual salary paid to the selected candidate (the "fee"), plus out-of-pocket expenses as described in Paragraph 8, subsections C and D of the contractual agreement provided by the Authority with this issued RFP. Technisource is agreement with the payment schedule as described in Paragraph 8, subsection A.
2. When the services of Technisource consist of performing Mid-level Search services, as approved in advance by the Authority, the Authority shall pay Technisource at a rate of 20% 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. Out-of-pocket expenses, as described in Paragraph 8, subsections C and D of the contractual agreement provided by the Authority with this issued RFP, may also be submitted to the Authority for reimbursement.

Guarantee

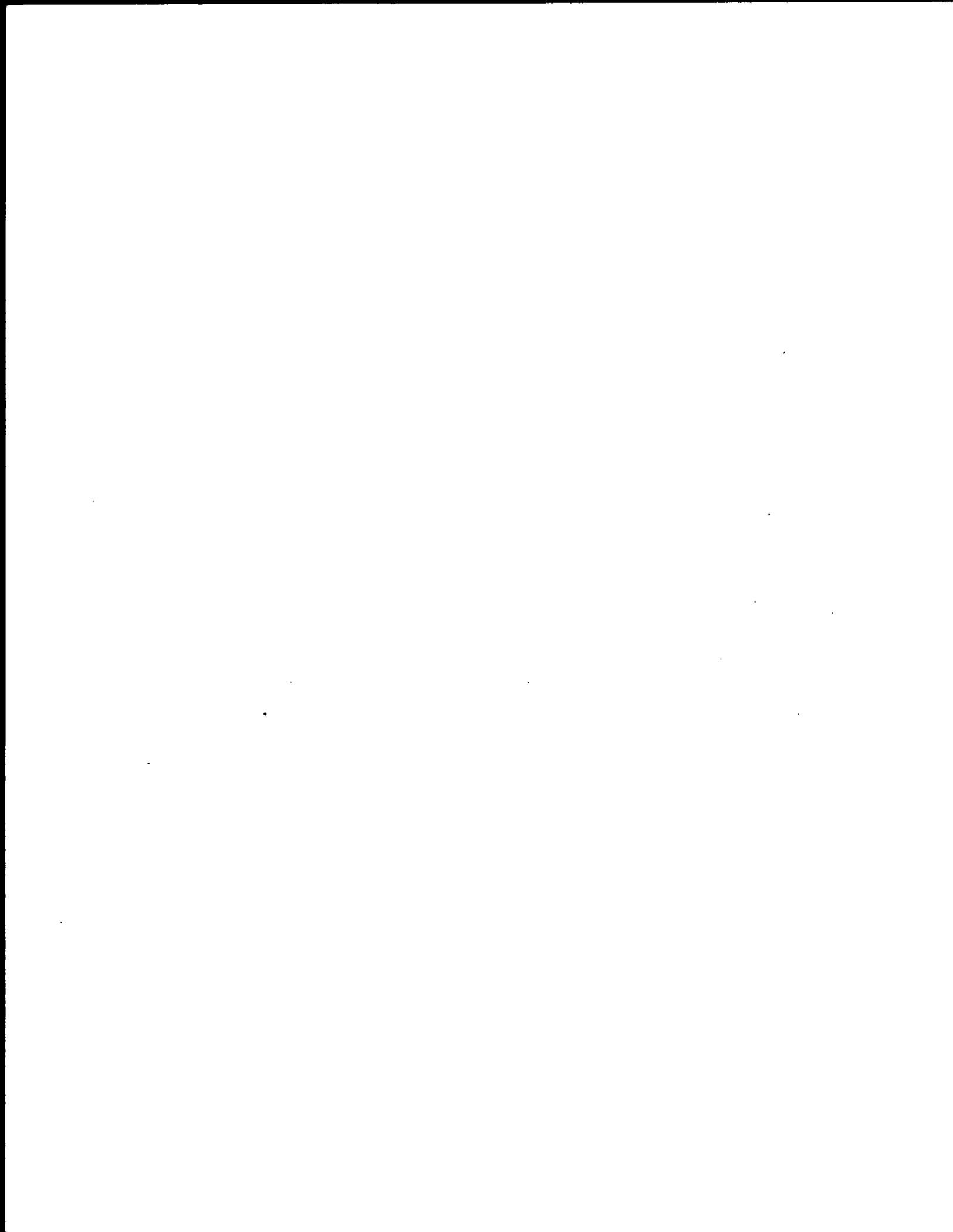
For both Executive Search and Mid-Level Search services, Technisource will provide a guarantee. If a selected candidate is terminated for cause or resigns within 90 days, Technisource will provide a replacement at no cost to the Authority.



H. List of Affiliates

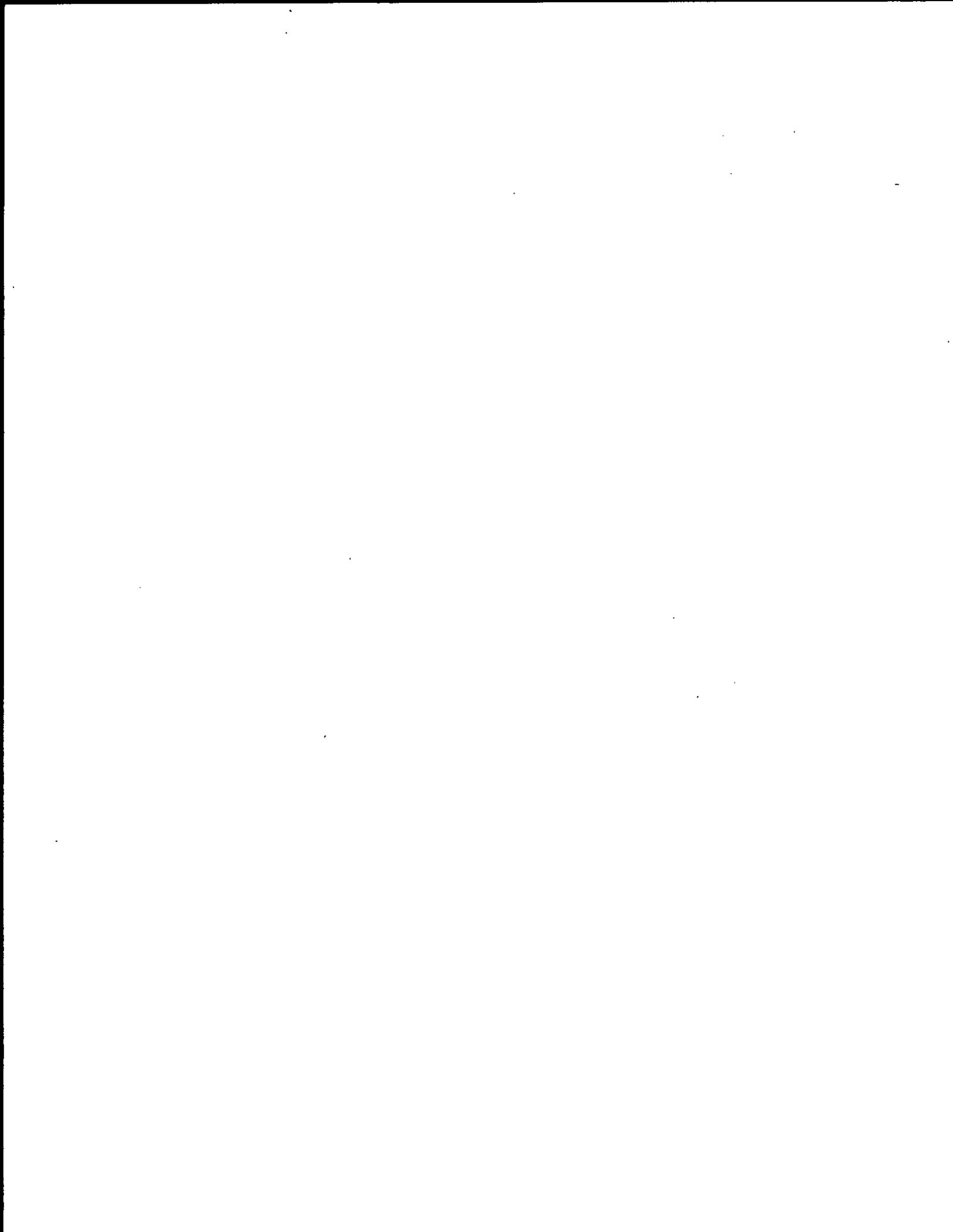
Following is a list of the active direct and indirect subsidiaries of SFN Group, Inc., a Delaware corporation. All active subsidiaries do business under their corporate name listed below, or close derivatives thereof, except where indicated otherwise:

- 6063721 Canada Inc. Canada
- Comtex Information Systems, Inc. Delaware
- Human Resource Capital Group Inc. Canada
- IMARK/TSRC Management Corp. Delaware
- IMRC, Inc. Nevada
- IntelliMark Holdings, Inc. Delaware
- NorCross Holdings LLC Delaware
- NorCross Teleservices L.P. Delaware
- Norrell Corporation Delaware
- Spherion Assessment Inc. North Carolina
- SFN Professional Services LLC* Delaware
- Spherion Atlantic Resources LLC** Delaware
- Spherion (Europe) Inc. Delaware
- Spherion Financial Corporation Delaware
- Spherion Government Services LLC Delaware
- Spherion Operations Inc. Delaware
- Spherion Staffing LLC*** Delaware
- Spherion Technology (UK) Limited United Kingdom
- Spherion US Inc. Florida
- Spherion Worldwide Holding B.V. Netherlands
- Technisource, Inc.**** Delaware
 - * Formerly Spherion Atlantic Enterprises LLC. Also does business as:
 - The Mergis Group
 - Norell (ceased use in 2009)
 - SourceRight Solutions
 - Todays Office Professionals
 - ** Also does business as:
 - The Mergis Group
 - Todays Office Professionals
 - Technisource
 - *** Also does business as:
 - Todays Staffing
 - **** Also does business as Provali Group



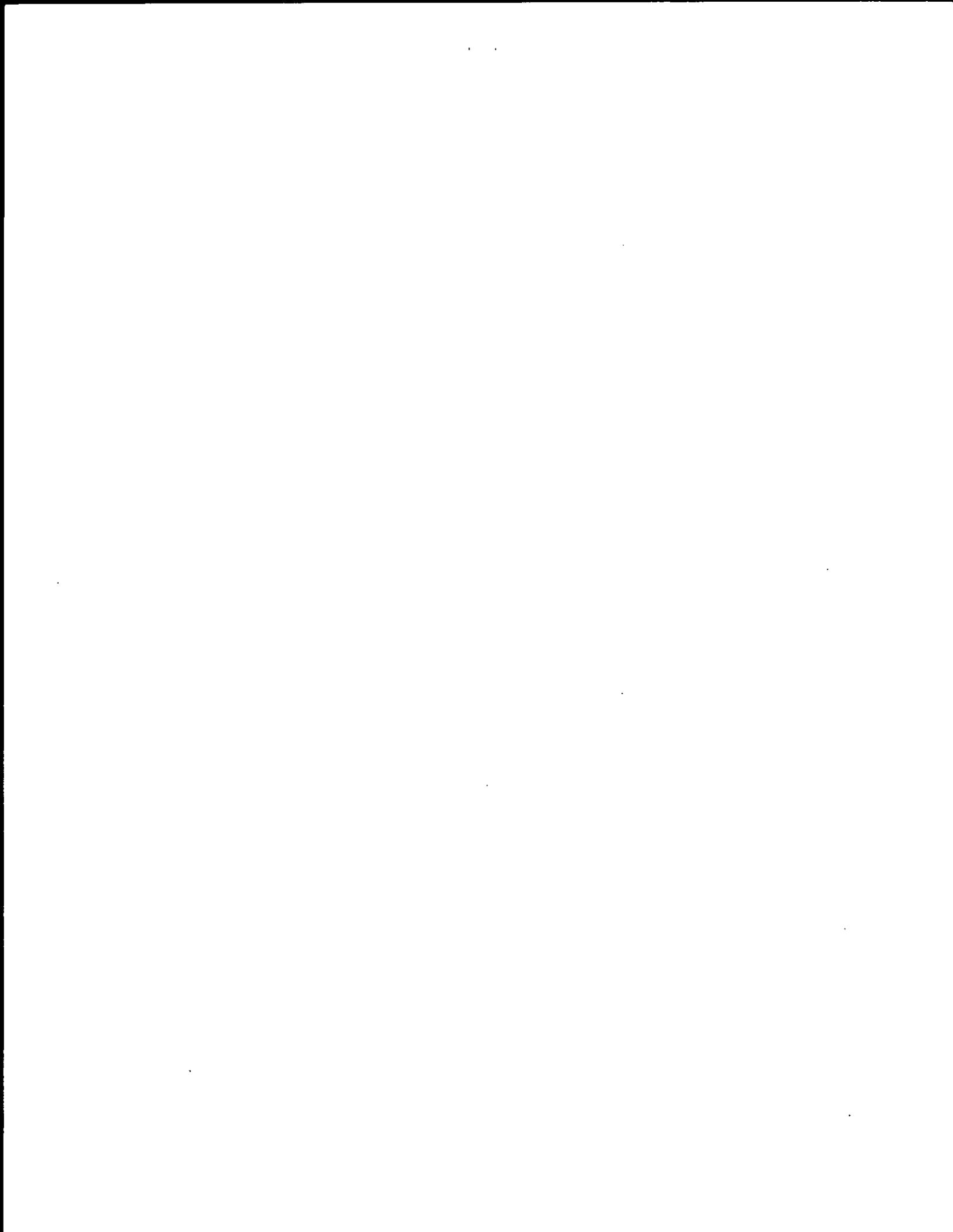
I. Conflict of Interest

At this time, Technisource is not aware of any conflicts of interest with regard to the proposed services within this response to the Port Authority of New York and New Jersey RFP.



J. Standard Agreement – Terms and Conditions

Technisource has read and agrees with the terms and conditions that have been stated within this RFP.



KRAUTHAMER
& ASSOCIATES, INC.

September 20, 2011

The Port Authority of NY & NJ
Attn: Bid/RFP Custodian
Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010

Re: RFP # 25881 – For Performance of Expert Recruitment Services
for Executive and Mid-Level Staff as Requested on a “Call-in”
Basis During 2011-2015

To Whom It May Concern:

Enclosed please find an original plus seven (7) copies, along with eight (8) compact disc copies of our proposal in response to RFP #25881. Please do not hesitate to call if you have any questions or we can provide any additional information. We look forward to the opportunity of once again working with The Port Authority of NY & NJ on these important and critical searches.

Sincerely,

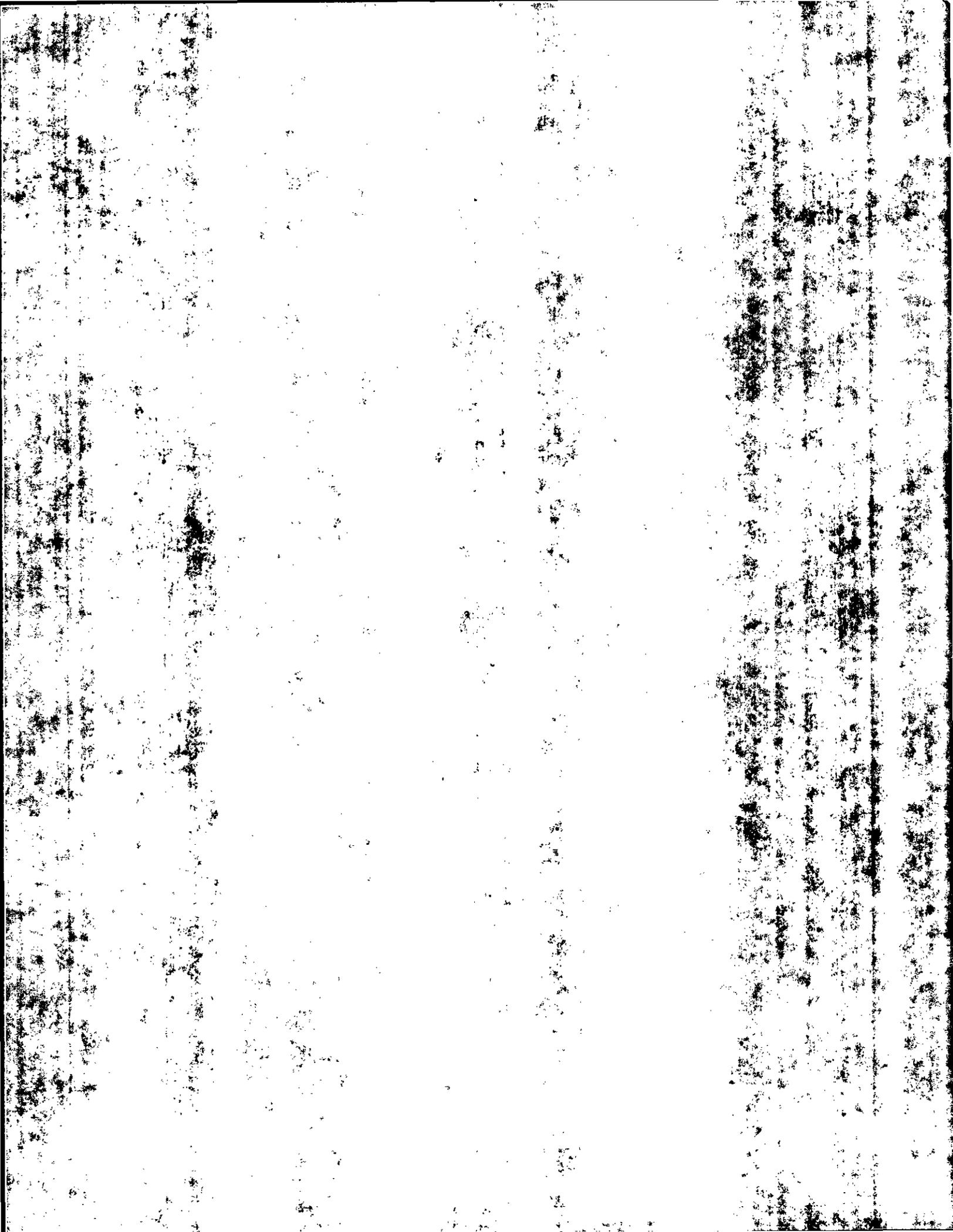

Gregg A. Moser

GAM/pk

Enclosures

1
2

KRAUTHAMER
—
& ASSOCIATES, INC.
—



THE PORT AUTHORITY OF NY & NJ

**RFP #25881 – Request for Proposals
for Performance of Expert Recruitment Services
for Executive and Mid-Level Staff
as Requested on a “Call-in” Basis
During 2011-2015**

September 20, 2011

Submitted by:

KRAUTHAMER & ASSOCIATES, INC.

Gregg A. Moser

Gary L. Krauthamer

5530 Wisconsin Avenue, Suite 1202

Chevy Chase MD 20815

(301) 654-7533

Fax (301) 654-0136

E-mail: gmoser@krauthamerInc.com

Website: www.krauthamerInc.com

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SECTION 1 – REQUIRED FORMS

Attachment B – Agreement on Terms of Discussion

Attachment C – Company Profile

Attachment D – Category Summary

Attachment E – Executive Placements

Exhibit 1 – Non-Disclosure and Confidentiality Agreement

Exhibit A – Acknowledgement by Related Party Entity

Addendum 1 – Acknowledgement

ATTACHMENT B

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)**

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

KRAUTHAMER & ASSOCIATES

(Company)

Gregg A. Moser

(Signature)

Principal

(Title)

9/20/11

(Date)

ATTACHMENT C
COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):
KRAUTHAMER & ASSOCIATES
2. Business Address (to receive mail for this RFP):
5530 Wisconsin Avenue
Suite 1202 Chevy Chase, MD 20815
3. Business Telephone Number: 301 654 7533
4. Business Fax Number: 301 654 0136
5. Firm website: www.krauthamerinc.com
6. Federal Employer Identification Number (EIN): Ex. 1
7. Date (MM/DD/YYYY) Firm was Established: 01 / 01 / 1971
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
None
9. Officer or Principal of Firm and Title:
Gregg A. Moser, Principal
10. Name, telephone number, and email address of contact for questions:
Gregg A. Moser, Principal
301-654-7533
gmoser@krauthamerinc.com
11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture	X	
2 - Construction/Project Management		
3 - Finance/Real Estate	X	
4 - Environment/Energy		
5 - Information Technology	X	
5 - Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)	X	
6 - Security/Public Safety	X	
7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)	X	
8 - Diversity (including Military/Veterans)		

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Engineering
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: WMATA

Client Address (City & State): Washington, DC

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: AGM, Transit Infrastructure & Engineering Services

Date of Placement: 2011

Placement #2

Client Business Name: Bombardier

Client Address (City & State): Quebec Canada

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Chief Mechanical Officer

Date of Placement: 2011

Placement #3

Client Business Name: Long Island Rail Road

Client Address (City & State): Jamaica, NY

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Chief Engineer

Date of Placement: 2010

Placement #4

Client Business Name: North County Transit District

Client Address (City & State): Oceanside, CA

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Chief Rail Engineer

Date of Placement: 2010

*Contact Mr. Gregg Moser for further information.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Seneca One

Client Address (City & State): Bethesda, MD

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: SVP Finance

Date of Placement: 2011

Placement #2

Client Business Name: Seneca One

Client Address (City & State): Bethesda, MD

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: Managing Director, Lottery

Date of Placement: 2011

Placement #3

Client Business Name: Walker & Dunlop

Client Address (City & State): Bethesda, MD

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: SVP Multi-family Finance

Date of Placement: 2011

Placement #4

Client Business Name: Forrester Construction

Client Address (City & State): Rockville, MD

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: VP Development

Date of Placement: 2010

*Contact Mr. Gregg Moser for further information.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Allegheny Port Authority

Client Address (City & State): Pittsburgh, PA

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: Chief Financial Officer

Date of Placement: 2010

Placement #2

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #3

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #4

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

*Contact Mr. Gregg Moser for further information.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Information/Technology
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Seneca One

Client Address (City & State): Bethesda, MD

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: SVP Information Technology

Date of Placement: 2011

Placement #2

Client Business Name: Deltek

Client Address (City & State): Herndon, VA

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Chief Technology Officer

Date of Placement: 2010

Placement #3

Client Business Name: Deltek

Client Address (City & State): Herndon, VA

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Chief Information Officer

Date of Placement: 2010

Placement #4

Client Business Name: Deltek

Client Address (City & State): Herndon, VA

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: VP Deltek U

Date of Placement: 2009

*Contact Mr. Gregg Moser for further information.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Transportation
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: American Public Transp. Association

Client Address (City & State): Washington, DC

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: President/CEO

Date of Placement: 2011

Placement #2

Client Business Name: Massport

Client Address (City & State): Boston, MA

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Director, Aviation Operations

Date of Placement: 2011

Placement #3

Client Business Name: Metro North RR

Client Address (City & State): NY NY

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Director, Regulatory Oversight

Date of Placement: 2011

Placement #4

Client Business Name: BART

Client Address (City & State): Oakland, CA

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Executive Manager, Transit Systems Development

Date of Placement: 2010

*Contact Mr. Gregg Moser for further information.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Transportation
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Omnitrans

Client Address (City & State): San Bernardino, CA

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: President/CEO

Date of Placement: 2010

Placement #2

Client Business Name: Denver Rapid Transit District

Client Address (City & State): Denver, CO

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: President/CEO

Date of Placement: 2010

Placement #3

Client Business Name: Sound Transit

Client Address (City & State): Seattle, WA

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Deputy CEO

Date of Placement: 2010

Placement #4

Client Business Name: City of San Antonio

Client Address (City & State): San Antonio, TX

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Aviation Director

Date of Placement: 2009

*Contact Mr. Gregg Moser for further information.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Security/Public Safety
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Bombardier

Client Address (City & State): Quebec, Canada

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: Manager, Systems Safety

Date of Placement: 2011

Placement #2

Client Business Name: MARTA

Client Address (City & State): Atlanta, GA

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: AGM, Safety/QA

Date of Placement: 2010

Placement #3

Client Business Name: Baker Hughes

Client Address (City & State): London

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: Director, Global Transportation Safety

Date of Placement: 2011

Placement #4

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

*Contact Mr. Geegg Moser for further information.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Corporate Services (HR, Labor, Procurement, Legal)
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Seneca One

Client Address (City & State): Bethesda, MD

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: Chief Legal Officer

Date of Placement: 2011

Placement #2

Client Business Name: JetBlue Airways

Client Address (City & State): Forest Hills, NY

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: Director, Labor / VP, Labor

Date of Placement: 2010

Placement #3

Client Business Name: JetBlue Airways

Client Address (City & State): Forest Hills, NY

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: EVP People

Date of Placement: 2009

Placement #4

Client Business Name: JetBlue Airways

Client Address (City & State): Forest Hills, NY

* Client Contact Name/Phone #/Email Address: _____

Title of Placement: Director, Talent Management

Date of Placement: 2010

*Contact Mr. Gregg Moser for further information.

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: WMATA

Client Address (City & State): Washington, DC

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Chief HR Officer

Date of Placement: 2010

Placement #2

Client Business Name: WMATA

Client Address (City & State): Washington, DC

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Director, Labor Relations

Date of Placement: 2009

Placement #3

Client Business Name: HART

Client Address (City & State): Tampa, FL

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: Director, HR

Date of Placement: 2009

Placement #4

Client Business Name: Walker & Dunlop

Client Address (City & State): Bethesda, MD

*Client Contact Name/Phone #/Email Address: _____

Title of Placement: VP, HR

Date of Placement: 2009

*Contact Mr. Gregg Moser for further information.

EXHIBIT I

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

—
AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of this 20 day of September, 2011, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and Krauthamer & Associates having an office and place of business at 5530 Wisconsin Ave., Chevy Chase, MD (address) ("Recipient").
20815

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge (collectively, the "Project(s)", or "Proposed Project(s)"), and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "Parties") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **“Authorized Disclosure”** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **“Confidential Information”** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the

Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(c) "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) "**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) "**Confidentiality Control Procedures**" means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) "**Limited Access Safety and Security Information**" means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and

might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **"Port Authority Handbook"** means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **"Sensitive Security Information"** has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

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

4. **Retention Limitations; Return of Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** 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. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "Port Authority Legislation" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a "notice") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

If to the Port
Authority:

The Port Authority of New York and New Jersey

with a copy to:

The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO

If to the Recipient:

Krauthamer & Associates
5530 Wisconsin Ave., Suite 1202
Chevy Chase, MD 20815

with a copy to:

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: 

Print Name: Gregg A. Moser

Title: Principal

Date: 9/20/11

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Gregg A. Moser (name of authorized signatory), is the Principal (Title) of Krauthamer & Associates (name of entity), a _____ (type of entity and jurisdiction of formation) ("**Related Party**"), located at 5530 Wisconsin Ave., #1202, Chevy Chase, MD 20815 (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of _____ (describe scope of work of Related Party) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated 09 20 2011, between Krauthamer & Associates (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: 
Print Name: Gregg A. Moser
Title: Principal
Date: 9/20/11

THE PORT AUTHORITY OF NY & NJ

ADDENDUM ACKNOWLEDGEMENT:

September 6, 2011



Gregg A. Moser, Principal
Krauthamer & Associates

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUIRED ON A "CALL-IN" BASIS DURING 2011-2015 - RFP #25881 (ADDENDUM #1)

Dear Sir or Madam:

The Port Authority of New York and New Jersey hereby amends the subject Request for Proposals (RFP) dated August 30, 2011 as follows:

RFP Letter:

On page 1, in the second paragraph, line one, after "...Attachment A" insert "and standard Non-Disclosure and Confidentiality Agreement (Exhibit I)"

On page 3, Section III, after item "C", skip one line and insert the following:

"C.1. Qualifications and Experience of Staff:

List the name(s), and title(s), and provide the resumes of personnel who will be assigned to perform any services requested."

Attachment D:

Item "5 - Information Technology", add an A after the "5" so that it reads "5A. - Information Technology".

The due date of receipt of proposals remains September 21, 2011.

If you have any other questions please contact Mary Lou Rivera, as noted in the RFP letter.

Sincerely yours,

Tim Volonakis
Manager
Professional, Technical & Advisory Services Division
Procurement Department

SECTION 2 - EXECUTIVE SUMMARY

Krauthamer & Associates ("K&A") understands that the Port Authority of New York and New Jersey (the "Authority") is an agency of the States of New York and New Jersey created and existing by virtue of the Compact of April 30, 1921. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, 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 17 counties in the two States. The Authority manages and/or operates all of the region's major commercial airports (EWR, JFK, TEB, LGA and SWF), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers) and its interstate tunnels and bridges (the Lincoln and Holland Tunnels, the George Washington, Bayonne and Goethals Bridges and the Outerbridge Crossing) which are vital "Gateways to the Nation." K&A also understands that the Authority's facilities also include all of its wholly-owned subsidiaries such as but not limited to PATH that is a heavily-rail rapid-transit system, operating 24 hours a day, seven days a week and serves as a critical link in the New York-New Jersey transportation network.

The Authority continues to build its human capacity through the recruitment of a qualified and diverse workforce who possess the skills required to achieve the Authority's business objectives. Towards that purpose, the HR Department is seeking to develop a list of qualified search firms that can provide recruitment services on an as-needed basis to fill permanent executive-level positions. As expressed in this proposal, K&A welcomes the opportunity to provide executive services to the Authority and any of its subsidiaries as required by the Authority in the areas of: engineering, construction/project management, finance and economic development, environmental/energy, safety/security, transportation (e.g., aviation, maritime, rail), information technology and corporate services (e.g., procurement, human resources).

K&A has the proven ability and extensive experience recruiting executive talent for transportation authorities (e.g., aviation, maritime, rail) as well as extensive experience recruiting executives in technology, financial services and other industries. K&A would once again welcome the opportunity to assist the Authority in the recruitment, screening and recommendation of qualified candidates. K&A's extensive experience extends to recruiting general managers, CEO's, deputy CEO's, directors, deputy directors and other executives on behalf of the nation's leading public agencies. We understand the importance of these executives' ability to lead, manage and direct the Authority's daily operations, its financial budget, capital programs and its diverse workforce. The successful candidates for the positions must be individuals who can work on a day-to-day basis with the Authority, the executive leadership team, community and stakeholders on a local, state, and national level to drive the Authority's mission of being recognized as one of the nation's premier public agencies. Most important, these individuals must have the vision to guide the Authority and its staff to work together to provide safe, reliable, timely and affordable service to its customers by obtaining funding, service access and other resources necessary to be successful. All executives recruited and referred by K&A will possess exceptional leadership skills and a strong reputation as a leader in their given field of expertise.

K&A has nearly 40 years of experience recruiting at all levels including general managers, CEO's, deputy CEO's and other executives. We are deeply passionate about the Authority's continued success, and we recognize that one of the key factors that will ensure this success is the identification, recruitment and retention of a strong generation of leaders who are quickly ascending to senior management positions and who can lead the Authority in the future. In doing so, K&A is actively involved in a variety of leadership associations in each industry it recruits and advises on regarding succession planning and workforce development. We actively

communicate with executives in each field on a daily basis and will rely upon their recommendations for successful candidates. Through this work, we have compiled a proprietary list of leaders that we can potentially look to as candidates based upon the Authority's needs. It is K&A's commitment to the Authority and all of its clients to recruit a diverse slate of candidates for each search assignment. We have a proven track record of successfully placing females and minorities in over 85% of our public transportation searches. Additionally, we will present candidates who are recognized by their peers to be today's leaders within the industry as well as candidates who are viewed to be tomorrow's leaders. In doing so, we will identify, recruit and recommend candidates who possess the requisite interpersonal, management and technical skills to lead the Authority in this capacity.

Through K&A's nearly 40 years of recruiting, we have worked with public agencies in almost every major city in the U.S. We recognize and value each agency's impact on its community as not only a provider of service but also as a place of employment. K&A is attentive to the sensitive issues and specific values and culture of each community it works in. In forming a partnership with our clients, we offer to visit with local stakeholders including customers, employers, citizens and politicians to ensure that we gain a comprehensive understanding of their needs in order to recruit qualified candidates that represent the diversity of the community and the organization itself.

K&A has a long history of recruiting senior executives and other operating, maintenance, engineering, construction/project management, finance and economic development, environmental/energy, safety/security, information technology and corporate services (e.g., procurement, human resources) professionals for agencies both nationally and abroad. K&A understands the critical importance of these executives as the Authority's representatives to the community as well as leaders who will take policy set by the Authority and direct management on how to carry out that policy. We recognize and value the Authority's mission to provide superior customer service, coupled with safe, reliable, affordable and timely service to the community while managing operational, financial, labor and capital related challenges. We look forward to working with the Authority to advance its mission by recruiting executives who embody the values and culture of the Authority and the community.

It is imperative that the successful candidates possess strong interpersonal, written and oral communication skills as well as experience communicating with all relevant stakeholders including the Authority, the public, customers, staff and industry. Successful candidates will have impeccable integrity and demonstrated records of providing leadership and management in senior operational, financial, funding, planning, engineering, administrative and general management roles in organizations facing similar needs as the Authority. Successful candidates will lead the Authority by carrying out its mission and leveraging its resources through the cooperation with other agencies. Additionally, candidates will demonstrate visionary leadership and courage to move the Authority forward as a safe, clean, reliable, cost effective and timely operation that provides the highest services to its customers.

These executives will provide strategic direction to the Authority's operations, finance, procurement, engineering, technology, maintenance, risk management, human resources, safety and security, construction/project management, environmental/energy and real estate functions. In addition, candidates will have strong technical and management qualifications and will be sensitive and receptive to the needs of the community and other critical stakeholders. Successful candidates will have the personality and appropriate background to add value to the Authority's already existing workforce and will have the ability to attract and hire additional talent to the Authority at all levels of the organization that will also add to the diversity of the organization. Successful candidates will also have a proven record of adding value to the region by being an active supporter and participant in community events.

SECTION 3 – FIRM PROFILE

K&A is one of the nation's leading executive search firms and one of the most experienced within the public sector. Our practice extends nationally and internationally in the public sector, transportation and other industries. We have successfully completed more than 3,500 engagements across a broad range of industries in both the public and private sectors. We are devoted to the recruitment and retention of key executives on behalf of many of the nation's transportation systems. K&A also has a strong practice outside of transportation within the public and private sectors and successfully recruits talented individuals between the public and private sectors. This work has taken us into the majority of transportation systems, related associations, railroads, motor coach operators, airlines, utilities, Fortune 500 corporations, real estate firms and major state and municipal government agencies in the U.S. and Europe, as well as major construction, engineering, consulting and manufacturing firms. We have experience recruiting executive leaders for and from all major industries.

K&A's search practice has recruited within every vertical of an organization. K&A has recruited individuals beginning with the president/CEO/general manager who have superb administrative, management, operating and technical skills to oversee some of the world's most ambitious and important public and private challenges of the past several decades, as well as general managers, capital development officers, inspector generals, chief financial officers, chief operating officers, chief information officers, chief architects, chief administrative officers, chief engineers, project managers, chief procurement officers, human resource and labor executives and directors of planning within public sector organizations. Whether it is overseeing large capital expansion programs, maintaining the bottom-line, or addressing workforce development needs, we have an excellent performance record in recruiting executives to respond to these unique and challenging environments.

K&A is recognized by its client base to be thoroughly skilled in the art of selecting candidates with not only the technical expertise required for the specific role but those who directly possess the required leadership qualities to be successful in senior executive positions. K&A's principals are recognized as experts in the field of recruiting individuals with highly developed humanistic qualities who can empower, nurture and motivate a diverse workforce to be effective in a dynamic and highly visible industry. We have a proven ability to extract from our clients the essence of their business plan and community goals and have successfully blended this knowledge with the culture of the organization encompassing the skills, personality and experience of executives to introduce talented, productive candidates.

Our clients retain us because they have come to rely on the fact that we will continue working on an assignment until it is successfully completed and they are thoroughly satisfied, regardless of the constraints involved. In addition, our clients have realized the importance of a close, strategic partnership between themselves and their executive search firm, as it allows this partnership to work together to provide the human resources necessary to satisfy their goals and objectives. This "team-building" approach to recruitment guarantees a high degree of success in executive recruitment and retention.

Our success rate is measured not only upon the successful identification and completion of the search assignment, but also by the relationship that is created with our client. By forming a long-term partnership with our clients and aligning ourselves with our clients' organizations in their recruitment processes, we are able to understand our clients' needs and culture. This has enabled us to recruit candidates whose experience, personality and values are in line with our clients to ensure that their working relationship extends well into the future and to ensure that the candidates possess similar experiences and values as those within the organization and community. We look forward to continuing to establish this type of relationship with the Authority to help build and strengthen its executive team as needs arise.

Additionally, K&A has established relationships with nearly every public sector agency across the U.S., Europe and Asia as a result of hundreds of prior search engagements. We will leverage our relationships with key executives, industry professionals and related leaders in both the transportation industry and in other industries who have similar experiences and qualifications to identify the appropriate candidates for these positions in a timely manner. We will also utilize our extensive database of over 40,000 contacts with whom we have formed trusted relationships for almost 40 years to identify potential candidates with strong management, technical and operational experience that can lead the Authority through its next phase of growth. Our broad experience and commitment to the search process in transportation and non-transportation searches is described throughout this proposal.

As outlined below, K&A has successfully conducted thousands of executive searches for transportation and other industries. We have a proven ability to recruit executive talent to fit the personal needs of our clients as well as the specific and often complex job requirements. Listed below are areas we have provided services for:

- Transportation industry
- Public & quasi-public sectors
- Fortune 500 companies
- Federal, state & local governments
- Professional & financial service industries
- Building & construction industries
- Architecture & engineering industries
- Major real estate developers
- Private equity firms
- National associations & not-for-profit organizations
- Utilities/power industry
- Energy/environmental industry
- Manufacturing firms
- Security/public safety

While K&A's expertise is in the recruitment of the most senior level executives in an organization, it also takes great pride in its "team-building" approach to recruitment -- working deep within an organizational chart to assist the client's senior staff in accomplishing company-wide goals and objectives. In many instances, our clients have relied upon us to search for senior executives and also to build an entire management team for that specific function.

K&A has one of the industry's most successful records of completed search assignments. In many of these assignments, the critical aspect of the position involved managing billions of dollars worth of infrastructure and capital programs while providing strategic operational management for large and complex systems during critical times of development and fiscal constraints. Additionally, the position required an individual with strong management principles, impeccable leadership abilities and personal sensitivity to a diverse organization providing a safe and secure public service to its community. K&A has conducted over 50,000 in-person interviews and over 100,000 telephone interviews and has developed a methodology to our questioning and interviewing that allows us to understand an individual's technical strengths and weaknesses.

K&A has the experience and expertise to recruit executive management across all functions within an organization in the areas of:

- Information Technology
- Environmental/Energy
- Finance (accounting, audit, finance and budget)

- Transportation to include aviation, marine ports, rail, bridges and tunnels (operations, maintenance, safety, engineering, planning, scheduling, bus, rail, paratransit, bridge and tunnel and highway executives)
- Administrative (chief administrative officers, board secretaries, etc.)
- Construction/project management
- Corporate Services (human resources, labor relations, procurement, legal)
- Engineering/Architecture
- Security/Public Safety

The following is just a partial list of K&A's clients in the transportation industry:

- | | |
|--|---------------------------------|
| • Port Authority of NY/NJ | • LYNX |
| • Port Authority of Allegheny County | • MBTA |
| • MassPort | • Mass. Public Works Commission |
| • American Public Transp. Association | • MD DOT |
| • AMTRAK | • MARTA |
| • BART | • North County Transit District |
| • Cities of Charlotte/Fayetteville, NC | • NYC Bridges and Tunnels |
| • City of Greensboro, NC | • NYC Long Island Bus |
| • CSX Transportation | • NYC MTA |
| • Delaware DOT/Delaware Transit | • New Jersey Transit |
| • Denver RTD | • Omnitrans |
| • Greater Cleveland Regional Transit | • SEPTA |
| • Hampton Roads Shipping Assoc. | • Sound Transit |
| • Hillsborough Area Rapid Transit | • Transport for London |
| • Houston Metro | • US Railway Association |
| • LA MTA | • WMATA |
| • Long Island Railroad | |

Below is a description of a few of the senior level searches recently conducted by our firm that fit into the following categories (engineering, construction/project management, finance/real estate, environment/energy, information technology, transportation, security/public safety and corporate services) that we have expertise recruiting within and where the major focus on assignments considered by the board, CEO, city, county and state and federal agencies to be critical to and having high impact on the growth and success of their organization or agency:

- For the **Port Authority of NY/NJ**, recruited its deputy director of rail transit.
- For the **Port Authority of Allegheny County**, recruited its CFO and assistant general manager of planning and service development.
- For **Maryland's and Virginia's Steamship Trade Associations (Ports)**, recruited its chief executive officers.
- For the **Transport for London**, recruited its managing director and chief programmes officer.

- For the **NYC MTA**, currently recruiting its chairman/CEO, formerly recruited its president, managing director, CFO, COO, president of capital construction company, chief operations planning officer, assistant vice president of operational planning, deputy director of capital planning, director of financial planning, and director of revenue planning.
- For **APTA**, recruited its incoming president/CEO and its current out-going president/CEO, Mr. Bill Millar.
- For **MassPort**, recruited its director of aviation operations.
- For **Deltek**, recruited its chief technology officer and vice president.
- For **Bombardier**, recruiting its chief mechanical officer and manager of systems safety.
- For **MARTA (Atlanta)**, recruited its AGM, Safety & QA.
- For **Seneca One**, recruited its SVP, Information Technology, VP of finance, chief legal officer and managing directors of lottery and structured settlements.
- For the **San Antonio Airport System**, recruited its executive director.
- For the **Denver Rapid Transit District**, recruited a GM/CEO.
- **Sound Transit (Seattle)**, recruited its deputy CEO.
- For **BART**, most recently recruited its current general manager and formerly recruited its deputy general manager (who became its general manager), executive manager of transit systems development, head of capital construction, senior contracting officer, senior system integration engineer, manager of labor relations, chief engineer and chief transportation officer.
- For **Omnitrans**, recruited a GM/CEO.
- For the **Washington Metropolitan Area Transit Authority (WMATA)**, recruited its general manager, deputy general manager, assistant general manager and chief architect, assistant general manager of transit system development, assistant general manager of design and construction, director of station access and asset management, chief operating officers of bus and rail, chief financial officer, chief information officer, inspector general, managing director of procurement and materials, director of human resource operation systems and director of labor relations, among other executives.
- For **Amtrak**, the nation's largest passenger transportation system, over a 15-year period, recruited key members of every department including the chief executive officer, executive vice president, chief operating officer, chief mechanical officer, chief financial officer, chief marketing officer, senior customer services officer, chief engineer for construction, general superintendent for West Coast commuter operations and critical technical positions.

- For the **Los Angeles County Metropolitan Transportation Authority**, a West Coast transit system involved in the largest public works project in North America, recruited its deputy general manager (who became the chief executive officer), director of strategic planning, controller, executive vice president, senior safety officer and chief information officer.
- For the **NYC Transit**, the nation's largest transit system, over a 15-year period, recruited key members of the senior management team including the CEO, COO, CFO, CMO, assistant vice president of operational planning and many other executives in administrative, operating, engineering, procurement, construction and real estate.
- For **SEPTA**, the nation's fourth largest transit system, recruited its general manager, chief mechanical officer (who was promoted to chief operating officer), chief of engineering and capital design construction, treasurer and head of bus operations.
- For the **North County Transit District**, recruited its chief rail engineer.
- For **LYNX** (Central Florida's Regional Transportation Authority) in charge of coordinating public transportation for Orange, Osceola and Seminole Counties, recruited their CEO.
- For the **Long Island Rail Road**, the nation's busiest commuter railroad, recruited its president, chief financial officer, chief mechanical officer, senior human resource manager, chief construction engineer, chief information officer, chief contracting officer, vice president of labor relations, deputy chief program executive for the east access project, a planned extension of the rail line.
- For the **Metropolitan Transit Authority of Harris County (Houston Metro)**, recruited its vice president of engineering and construction.
- For **Hillsborough Area Rapid Transit (HART)**, recruited their director of human resources.
- For **JetBlue Airways**, recruited its EVP of People, VP of compensation, director of talent management and VP/director of labor relations.
- For **Walker & Dunlop**, recruited its SVP multi-family finance, senior production officer, vice president of human resources and vice president of asset management.
- For the **Roberts Group**, recruited its director of government relations.
- For **Forrester Construction**, recruited its vice president of development.
- For **Horning Brothers**, recruited its vice president of property management.
- For the **Cities of Fayetteville and Greensboro**, North Carolina, recruited three assistant city managers and their director of planning for overall city planning, development and strategic growth and direction.
- For the **City of Charlotte**, recruited its transit director, deputy transit director, deputy aviation director, director of the department of transportation and director of economic development.

- For the **Maryland Department of Transportation**, recruited its executive director for the Baltimore-Washington International aviation department.
- For the **Governor of Maryland**, recruited various senior level profit and loss positions including executive directors of the Maryland Port Administration and Maryland Stadium Authority. Recruited the head of construction and development for Maryland's Orioles Park at Camden Yards in Baltimore (one of the most successfully performed construction projects in the nation).

Diversity

In order to provide effective recruitment services to the Authority, K&A will offer a well-crafted outreach program to attract a diverse pool of candidates that will include females and minorities, a program K&A has successfully created and implemented throughout all its search engagements.

K&A is aware of and embraces the importance placed on the inclusion of all segments of the population in its recruitment efforts. The firm also recognizes that diversity is a critical component to the success of any organization and its community. The recruiters at K&A recognize that diversity exists in many forms and are adept at recruiting individuals from varied backgrounds.

In each search conducted, K&A makes every effort to identify and introduce to its clients the most *highly qualified and diverse slate of candidates available in the marketplace*. We commit our recruiting strategy to not only identifying the most successful candidates, but also identifying the most successful and diverse slate of candidates. We ensure to our clients that this candidate pool will consist of a well established and diverse spectrum of candidates with different ethnic, religious, cultural and personal lifestyle differences thus ensuring that a well balanced search is conducted for these positions. To ensure this, we have developed a dynamic national networking system designed to identify highly qualified minority and female candidates. Efforts to identify an inclusive slate of candidates include:

- On-going participation in highly visible minority and women organizations and conferences including APTA, COMTO and WTS;
- Outreach to women and minority leaders in relevant industries and sectors;
- Advertising and outreach in minority and female leadership organizations and associations;
- Counseling clients on internal strategies to recruit and retain diverse talent.

As an indication of our vigorous efforts and commitment to inclusion, a significant number of completed searches have resulted in the placement of minorities and females. Every search we conduct has a diverse slate of candidates and we are sensitive to these issues throughout all phases of our recruiting process. K&A is an Equal Employment Opportunity Employer. As an example, within our public transportation practice, 60% of executives placed have been females and minorities. During the last 10 years, we have conducted over 20 CEO, deputy CEO and COO searches and 70% of those searches in public transportation have resulted in the placement of minority and female candidates.

As a small business, K&A is extremely committed to the inclusion and promotion of DBE/SBE, minority and women owned firms in the workplace. Additionally, K&A takes great pride in the inclusion and success of minority and women in the workforce. Since its inception in 1971, K&A has contracted with and hired women and minorities to work for and provide services to our firm. While K&A does not normally

subcontract our search services, we do currently contract with The Jake Group, a small business woman owned firm, to manage all aspects of our computer, data, internet and technology needs as well as our contracted data and information research needs. Additionally, The Jake Group manages all of our office needs including office supplies and other resources. K&A also contracts with CTS Travel, a small women owned firm to schedule and book our firm's travel and transportation needs. When necessary, K&A hires a small minority owned sedan service business to provide ground transportation needs to our clients and candidates and a female owned small business to provide catering services to our firm. K&A also has a proven track record of employing and mentoring women and minorities within our own company; some of whom have gone on to pursue successful careers both within and outside the executive recruiting field. Currently, one-half of K&A's staff is comprised of women and minorities. K&A is proud of its efforts to promote and advance DBE/SBE, minority and women owned firms in the workplace.

K&A will not discriminate against any employee, applicant for employment or subcontractor because of race, religion, creed, sex, sexual orientation, age, nationality or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. K&A will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, sex, sexual orientation, age, nationality or the presence of such disability.



SECTION 4 – PROPOSED MANAGEMENT APPROACH

Qualifications and Experience of Staff

K&A was designed by its founding partners to provide the highest level and quality of service to its clients by maintaining a closely controlled team in which all members are active participants in all aspects of each engagement. It is this team based approach that allows us to commit the full resources of the firm to the search process. K&A's office is located at 5530 Wisconsin Avenue, Suite 1202, in Chevy Chase, Maryland 20815. The lead recruiter assigned to these projects will be Gregg A. Moser who heads our firm's public transportation practice. Mr. Moser will be supported by Gary L. Krauthamer. Together, they have personally conducted more than 3,500 searches, placing hundreds of CEO's, presidents and other executives. Their combined skill in assessing the leadership qualities of individuals, in addition to their technical skills, is highly recognized in the industry and assures that candidates referred are carefully selected, thoroughly vetted and qualified for the position.

Gregg A. Moser will also be supported by the following search team: Gary L. Krauthamer, Principal; Todd A. Dorfman, Principal; Ellen Dorfman, Principal; Justin Wollo, Senior Associate; Anna Stein, Senior Research Associate; and Pamela Kolick, Office Administrator who have over 75 combined years of recruiting experience for clients in the public and private sectors ranging from transportation agencies, railroads, transportation consulting and advisory firms, airports, aviation related companies, Fortune 50 companies, emerging growth organizations, non-profit organizations and federal, state and municipal governments. This search team will assist in recruiting and identifying potential candidates. Our senior research associate will provide direct support to strengthen and augment our well established network of highly regarded leaders to identify the strongest candidates for this search engagement. Our office administrator will be responsible for search logistics including, but not limited to, scheduling meetings, travel, interviews, phone conferences, video conferences and other forms of electronic communication. Together, their personal attention, vast experience, team based approach and proven effectiveness in the executive search field assures a level of quality control over the services being provided that few firms can match.

As a team, K&A will dedicate its full resources to meet and exceed the expectations of the Authority. Because of this dedication, we have established a proven track record of completing every search within the time expectations of our clients. K&A's approach to executing the search process is to view it as an on-going cycle that will continually evolve from beginning to end until the search is complete ensuring that new research is conducted, communication with the Authority is continuous and new candidates are identified, recruited and referred to the Authority until a candidate is hired and begins work with the Authority.

Gregg A. Moser / gmoser@krauthamerinc.com / Telephone: 301-654-7533

Mr. Moser is K&A's transportation and public sector practice leader and has successfully conducted hundreds of searches with both transportation and non-transportation agencies. He has extensive experience working with public and private boards, elected officials, community leaders, general managers, CEO's, and other executives. Beyond transportation, Mr. Moser also has experience recruiting for Fortune 100 firms and public and private organizations, airports, non-profits and in the following industries:

- Aerospace
- Engineering/Construction
- Federal, State & Local Governments
- Utilities/Energy
- Financial Services/real estate
- Technology
- Banking
- Defense
- Healthcare
- Education

Mr. Moser is recognized as a leader and expert in the transportation industry and has assisted his clients in some of the most challenging recruitments for their organizations as well as some of the most critical needs in the industry. Below are some of the most recent searches he has conducted:

<u>Client:</u>	<u>Position:</u>
PANY/NJ	Deputy Director, Rail Transit
Denver RTD	CEO
APTA	President/CEO
RGRTA	VP, Paratransit
Sound Transit	Deputy CEO
Omnitrans	CEO
NYC MTA	Managing Director, Chief Mechanical Officer
WMATA	Deputy CEO / Inspector General / Chief Information Officer / Director, Labor / Director, Station Access and Asset Management
MARTA	AGM, Infrastructure / AGM, Safety
Port Authority Allegheny County	AGM, Planning & Service Development
BART	Executive Director, Transit System Development
North County Transit District	Chief Rail Engineer
HART	Director, Human Resources
Flight Safety Foundation	CEO / VP, Development
MTA Bridges & Tunnels	President

Specifically in transportation, Mr. Moser's experience recruiting across all verticals of an organization and across all levels of senior management includes recruiting CEO's, general managers, directors, chief financial officers, and heads of rail and bus operations, finance, planning, engineering and maintenance, technology human resources administration and capital development to name a few. He has also recruited inspector generals for transportation authorities who act as independent auditors of the agency and report directly to the Authority.

Mr. Moser is currently a member of APTA and serves on the Human Resources Committee, the HR Nominating Subcommittee, the Business Member Board of Governors and was selected to serve on APTA's 2008-2009 and 2009-2010 Blue Ribbon Panel addressing workforce development issues in the industry. Mr. Moser has presented at APTA's CEO conference on compensation and negotiation, succession planning, career development and APTA's Board of Directors Conference. Mr. Moser has been asked and has participated in numerous TRB panels focusing on a variety of issues aimed at advancing and improving the transportation industry. He is also a member of COMTO, the Wings Club membership committee, the AeroClub of Washington, D.C. and the Airports Council International. He lends his expertise to clients on succession planning and leadership development in each of his search engagements as well as consulting on improved internal recruitment strategies. He received his JD, with Honors, from the University of Maryland and is a member of the Maryland Bar. Additionally, he graduated Magna Cum Laude with a BS in Accounting from the Robert H. Smith School of Business at the University of Maryland.

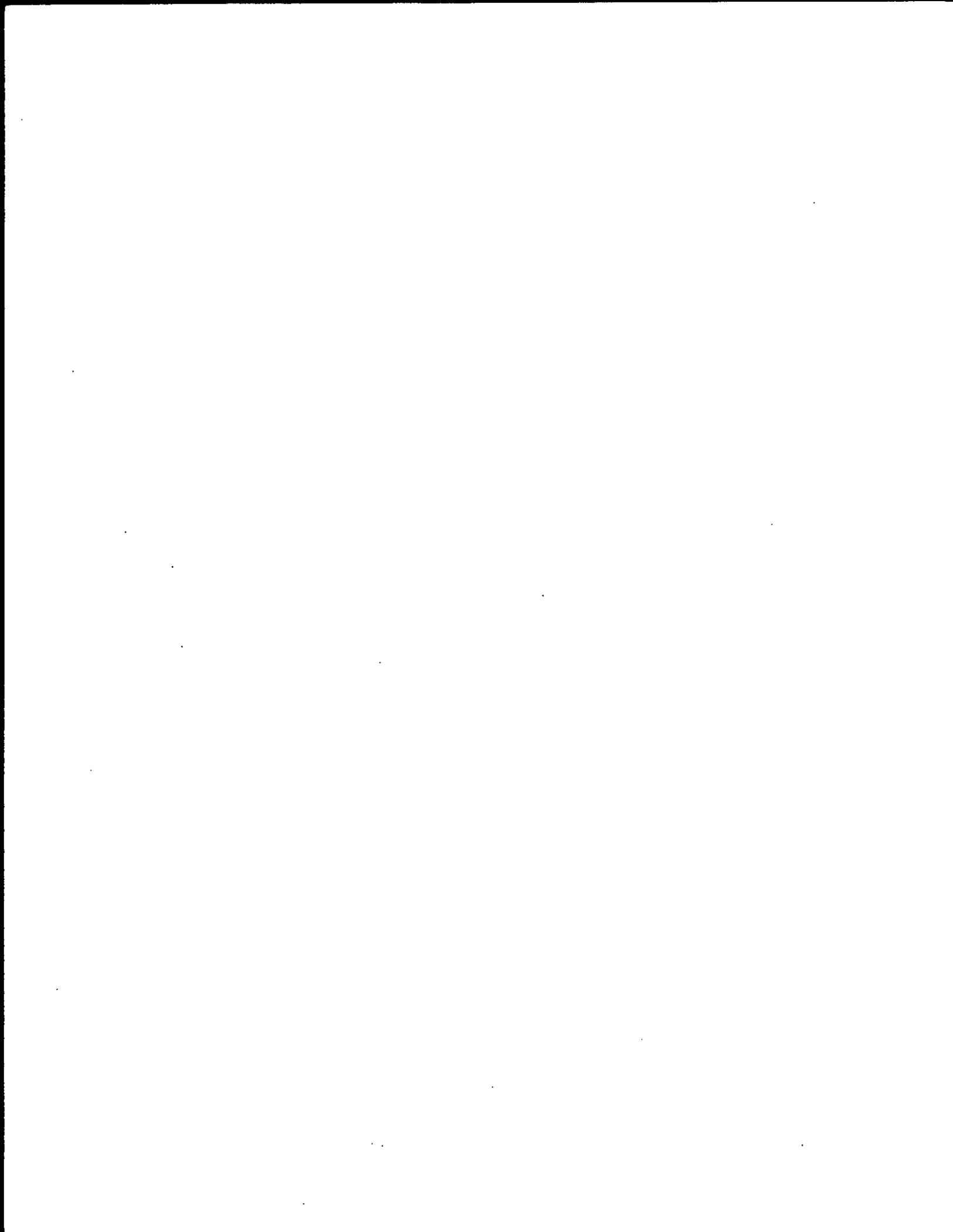
Gary L. Krauthamer / gkrauthamer@krauthamerinc.com / Telephone: 301-654-7533

Over the last 40 years, Mr. Krauthamer has worked extensively within and across the public and private sectors and has developed a diverse client base that includes the federal government, entrepreneurial organizations, middle-market entities and large multi-national Fortune 100 corporations. In addition to work for the US Senate Oversight Committee, large transportation agencies and an international conglomerate that

has become, over 20 years, one of the world's leading aircraft manufacturers, he has been instrumental in the strategic hiring of top executives for some of the largest transportation authorities, utilities, independent power producers and leading management consulting firms. Mr. Krauthamer's extensive experience recruiting senior executive professionals for transportation related industries includes:

New Jersey Transit	Amtrak
NYC MTA & MTA Bridges/Tunnels	PANY/NJ
LA MTA	Long Island Bus/Long Island Rail Road
Metro-North Railroad	MARTA
NYC Transit Authority	Santa Clara Valley Transportation Authority
BART	SEPTA
Boston & Maine	Massachusetts Bay Transportation Authority
MBCR	Delaware DOT & Maryland DOT
DC Government/US Senate	CSX Transportation
Continental Airlines	Aberdeen & Rockfish Railroad
APTA	Bangor & Aroostook Railroad Company
PG&E/Bechtel/US Generating Co.	Brooklyn Union Gas/Keyspan
Detroit Edison	Republic Financial Group
Virgo Investments Group (energy, utilities, etc.)	

Mr. Krauthamer has been a representative to the National Labor Organization on behalf of the executive search industry, is a member of several committees of the American Public Transportation Association, Airports Council International and sits on the Board of Governors of the Wings Club. He is currently chairman of the board of directors of the Omega Institute and is a member of the Social Venture Network. He graduated from the American University's Kogod School of Business with a degree in finance.



SECTION 5 – PROPOSED TECHNICAL APPROACH / SCOPE OF SERVICES

K&A will dedicate its resources to successfully assist the Authority in recruiting qualified executives. K&A recognizes how critical confidentiality is for all parties involved in the search and will maintain confidentiality between the Authority and itself throughout the process. K&A will utilize the following steps to assist the Authority and executive leadership team in finding and selecting the best qualified candidates:

- define job qualifications and requirements for the position and develop a job description/profile;
- identify and recruit qualified candidates; and
- interview and evaluate prospective candidates; make recommendations and assist in the selection process; and follow-up.

K&A will recruit, screen and recommend candidates by providing a broad and diverse pool of candidates that will add value to the Authority's workforce and that will reflect the diversity of the community. These candidates will adhere to the recruiting specifications outlined in conjunction with the Authority and K&A, which addresses the specific duties, responsibilities, education and training, personal characteristics and traits, operational issues and relevant qualifications necessary for candidates. Below is a detailed summary of K&A's work plan and recruitment strategy/process that we will undertake to identify candidates. While this plan serves as the framework for the recruitment process, we are always working to tailor this process to our clients' specific needs to advance the recruitment as efficiently and cost effective as possible.

Additionally, our years of experience in transportation specific search engagements, as well as the public, quasi-public and private sectors, allows us to identify highly competent individuals with direct and indirect industry experience who will lead our clients' organizations through the complicated challenges that they will face in the future. These challenges include effectively managing the operational and administrative needs of public sector agencies during a period of time when there is a greater focus from the community, budget constraints that are limiting an agency's ability to provide uninterrupted service and the external pressures to re-engineer and lead the systems in a smart, safe, cost effective and strategic manner.

The Authority's recruitment efforts may be expanded, at the discretion of the Authority, to allow K&A to also identify potential executives with diverse industry experiences beyond traditional transportation. These potential candidates would have demonstrated leadership capabilities and a successful track record in addressing challenges and accomplishing goals similar to those of the Authority. K&A has a successful track record of identifying candidates from other industries who have successfully transitioned to the transportation industry. As always, we will work with the Authority to strategize whether candidates from other industries who possess strong leadership abilities and are astute finance and operational executives are appropriate for this position.

K&A will prepare a detailed recruitment plan including, but not limited to, the following steps that will be conducted throughout the search process that will assist the Authority in successfully recruiting qualified executives:

- Review position description and requirements and proposed changes as appropriate for review and approval by the Director;
- Conduct preliminary screening of candidates and interview as appropriate to assess qualifications and interest in the position;

- Verify/authenticate the candidate's credentials and document findings. Documentation shall include candidate profile and credentials as well as an assessment of individual strengths and weaknesses with respect to the position;
- Refer the most qualified candidates(s) to the Authority for consideration giving reasons therefor;
- Upon selection of a candidate(s), conduct in-depth reference checks on each finalist and submit a comprehensive report documenting findings;
- Assist the Authority in the negotiation of a final offer and terms of employment;
- For each of the foregoing tasks: 1) provide written and verbal progress reports to the project manager as required (reports shall identify individuals and document findings; and 2) attend and facilitate follow-up meetings between the Authority and the candidate(s) as required and make recommendations to the Authority on candidate selection, giving reasons therefor;
- Meet individually and collectively with Authority (as appropriate) to understand what each individual desires in each candidate;
- Provide recruiting schedule, activities and process for the search engagement;
- Keep the Authority and senior management (as appropriate) advised of the progress of the search;
- Develop/place advertisements (if desired) in all nationally recognized and local on-line and printed news publications, transportation associations, public sector and management job boards and publications;
- Conduct a detailed review of industry leaders and conduct on-going research to identify potential candidates;
- Identify efforts to recruit diversified candidates;
- Schedule interviews and facilitate interview meetings;
- Respond to unsolicited resumes and applications sent to the Authority and maintain records of such;
- Maintain applicant flow information including resumes, applications and interview questions and provide weekly status reports on selection and hiring activities;
- Coordinate in person meetings, video conferences and conference calls between K&A and key personnel to review and evaluate the Authority's overall needs, obtain a thorough understanding of its culture and organization and further identify specifications for the position;
- Provide a continuous stream of communication with the Authority to maintain an open dialog about prospective candidates targeted and identified for the position;
- Ensure candidate pool is qualified prior to submitting to the Authority;
- Evaluate and screen candidates for serious consideration by conducting in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Such references will go beyond those listed by the candidate. Through these reference checks, ascertain the candidate's strength in personal dimensions as well as technical dimensions;
- Design interview questions and reference check questions for the Authority;
- Finalize a process with the Authority for interviews and coordinate applicant's participation in interviews;
- Provide recommendations of finalists for the position;
- Support in the scheduling and conducting of interviews with potential candidates for the position;
- Communicate with all candidates acknowledging their applications and informing them of their final status in the search;
- Provide a debrief to the Authority following interviews and identify additional candidates if necessary; and
- Conduct compensation, relocation negotiations and assist finalist with on-boarding.

Methodology

Our executive search process consists of carefully conducted and sequenced phases that ensure the recruitment of the most highly qualified candidates. Thoroughly involved in all phases of the process would be any individuals and organizations deemed appropriate by the Authority. While each phase is tailored to the specific needs of the client, the broad approach that would be adapted for the Authority is as follows:

Step 1 - Pre-Recruitment Preparation

K&A's pre-recruitment preparation will begin immediately. The first and most important task is to gain a comprehensive understanding of the candidate profile that the Authority believes would bring the most success to meet and exceed its goals and objectives. K&A would like to personally meet with and obtain input from each person involved in the hiring process.

These meetings will:

- Facilitate the formation of a complete candidate profile that will provide K&A with the short- and long-term goals that are most important to the Authority;
- Provide K&A with a better understanding of the Authority and community culture necessary to identify candidates who will add the most value to the Authority;
- Allow K&A to understand the expectations of the desired candidates; and
- Allow K&A to successfully manage the entire search process and to recruit a successful candidate as efficiently as possible.

K&A will use this feedback to augment and shape the discussions we have with our networks and potential candidates.

Step 2 - Formulation of Profile of Candidate

The profile of a successful candidate will emerge through a compilation of the following key elements:

- Pre-assignment interviews and research conducted by K&A; and
- Communications between the Authority and K&A (and other key stakeholders as deemed necessary and appropriate by the Authority) regarding the responsibilities of the executive, the interpersonal characteristics of a successful candidate, academic background, industry preference, length and depth of management experience, leadership and vision and any other special talents the Authority feels necessary.

K&A will combine information gathered during this process to develop a comprehensive job description/ candidate profile which will be the basis upon which all candidates are benchmarked. It will also serve as the tool upon which candidates can better understand what the Authority is looking for in its candidates.

Step 3 - Selection of Industry Resources

K&A will conduct a comprehensive search for potential candidates and will leave no agency, association, engineering, consulting firm or other industry or field untouched in its diligent search for candidates. We will also scrutinize any individual or company recommended by the Authority. Our vast network enables us to develop a comprehensive outreach program that would include:

- Transportation industry executives
- Fortune 1000 firms
- Federal, State and Local Government Agencies and regulatory organizations
- Public officials and administrators
- Airport, ports, toll and highway systems
- Financial services firms and consulting firms
- Industry associations and related organizations (including APTA, COMTO and WTS)

Additionally, K&A will advertise the position at the direction and with prior approval of the Authority. These advertisements will be presented to association members at APTA, COMTO and WTS and appear in publications including Passenger Transport, Transit Executive, Transit Talent and other local and national news outlets, leadership publications and on-line venues deemed appropriate by the Authority.

Step 4 - Identification & Interview of Internal Candidates

During many recruitment assignments, internal candidates often come forward. K&A recognizes the importance of vetting and listening to internal candidates. Our contact and interview of internal candidates is carried out with great respect and sensitivity to the internal candidates. K&A places the same emphasis and value on the interview of internal candidates as it does external candidates. Interviewing internal candidates also serves several other important functions:

- It provides an important benchmark for the comparison to external candidates;
- It recognizes the fine achievements of, and potential advancement for, existing team members; and
- It allows us to listen carefully to peer recommendations for the search itself.

Together, this validates the recruitment process being carried out by the Authority and provides us with a more sound understanding of the search. After completing these interviews, K&A will present the Authority with feedback based upon its interview of internal candidates.

Step 5 - Search for Potential Candidates and Networking

K&A employs a "reverse-engineering" technique to our recruitment:

- Network directly with industry leaders and organizations most knowledgeable about the relevant position/skill set;
- Conduct an outreach effort to the most highly regarded active practitioners and thought leaders;
- Leverage our existing relationships with key organizations and industry leaders;
- Identify the next generation of industry leaders to lead the nation's public sector agencies; and
- Begin a targeted search to recruit and develop an expanded network from this potential candidate pool.

K&A will utilize the following criteria as a framework to identify qualified candidates:

- Proven experience as senior executives leading an equally complex and robust organization;
- Proven leadership skills;
- Sensitivity to constituency (the Board, public, staff, labor unions, customers, local communities, political influences and regulatory organizations);
- Effective internal and external communication skills;

- Proven visionary experience;
- Public/private partnership experience;
- Management principles sufficiently strong to support and augment existing organizational goals;
- Broad management and operating experience;
- Experience working with city, county, regional, state and federal agencies;
- Knowledge of large, complex organizational operations;
- Unquestioned integrity and strong value system;
- Controls orientation (union management and negotiating, operating, capital, budget, systems);
- Excellent boardroom presentation skills; and
- Reputation for success.

A detailed search will begin and will include a review of individuals with appropriate backgrounds and experience. K&A's database and network contacts, which have been compiled over the last 40 years, equals thousands of candidates with diverse industry-related experience in the U.S. and abroad. K&A will utilize this network to identify highly respected and talented candidates. In addition, the firm will initiate personal contact with transportation systems, professional associations, engineering and consulting firms, corporations, public and private individuals, financial institutions, city and state governments and universities and not-for-profit organizations to network and identify potential candidates. K&A will use this networking as an opportunity to identify potential candidates who are quickly ascending towards the pinnacle of their career and possess the leadership and business acumen to lead the Authority.

Step 6 – Reference Checking and Candidate Screening

Pre-screen

K&A conducts a rigorous prescreen of all qualified candidates prior to presenting them to the Authority. This includes:

- In person interviews of each candidate to understand strengths and weaknesses including but not limited to, their ability to lead a complex operating organization and capital programs, manage employees, work with others, work with union leadership, negotiate large complex contracts, oversee operating and capital budgets, serve as an advocate for the Authority to its employees, community and national stakeholders and work with the Authority to successfully develop and implement policy;
- Identifying any personal or professional limitations that would prevent them from being able to leave their current employer or relocate to the Authority;
- Asking about any personal information, activities, businesses, financial, civil, criminal or other activities that would be embarrassing to them, our client or the community if such information was revealed;
- A social media search (K&A recommends that the Authority hire a social media firm to augment the search process); and
- Conducting in-depth references of past employers, employees and other individuals who have worked closely with the candidate.

After the pre-screening and reference process, K&A will refer the leading candidates' resumes, together with an assessment of the candidate's strengths and weaknesses to the Authority. During this time, we will obtain feedback from the Authority and schedule individual interviews with each candidate.

Final Screening

At the finalist stage of the search process (when the Authority has narrowed their selection down to approximately six) further reference checking will be conducted by K&A of references not provided by the candidates. A third party firm will be engaged to conduct investigative background checks and these results will be provided directly from the investigative firm to the Authority for their review.

K&A recommends conducting these background checks at this time in order to maintain confidentiality. Doing so will help to also attract the best candidates to the process who feel that they are applying confidentially. This final process potentially exposes each of the finalist's involvement in the process to their peers, colleagues, direct reports and employers. It also exposes private information such as social security numbers, dates of birth and drivers license numbers, bank account information and real estate records. Candidates will understand that any information obtained during this process that is inconsistent with information previously provided or that was not furnished will need to be explained and could be the basis for disqualification.

Throughout this process, discussions with the candidates will be on-going after each interview to resolve any questions, review the candidates' strengths and weaknesses in-depth, maintain continuous communication and obtain additional information. Throughout the entire process, additional candidates will be simultaneously identified and screened by K&A to maintain a continual flow of interviews by the Authority in order to ensure a timely conclusion of the search.

Candidates referred by K&A to the Authority will have impeccable qualifications and references as well as outstanding careers in an environment similar to that of the Authority -- that is -- an environment where potential external factors (such as capital budget diminution, change in political climate, locally and nationally, or new capital programs) might lead to the reshaping of goals and priorities from the analytical, budget, technology and strategic planning viewpoints. These individuals will demonstrate strong management disciplines, visionary leadership and have excellent communication skills, both internally and externally. They will also have demonstrated and proven experience developing financial, capital, operational, growth, planning risk management, procurement, administrative and human capital strategies. They will have a diverse set of skills and experiences both personally and professionally that will add additional value to the Authority and the community.

Step 7 – Selection, Negotiation and Conclusion

K&A will continue to identify and recruit candidates to ensure that the most qualified candidates are identified and presented to the Authority for consideration and to ensure additional candidates are available in the event that a candidate exits the process. Once a candidate is selected, K&A will assist the Authority in negotiating compensation, benefits and start date with that selected candidate. After the successful candidate begins work and during this transition period, K&A will continue to remain in contact with the Authority to facilitate a smooth transition.

Deliverables

K&A will provide the Authority with a variety of materials throughout the search process in order to keep the Authority informed and educated throughout the search process. This will include a detailed report of the recruiting strategy, plan and status on a continuous basis to ensure that the Authority is fully informed and involved in the recruiting process. Below is a description of other deliverables that K&A will prepare at the:

Pre-Recruitment Meeting

Prior to the search engagement and based upon our meetings with the Authority, K&A will prepare a pre-recruitment search strategy that will highlight the methods, approach, location and professionals that we will target as candidates. As a product of nearly 40 years of executive recruiting experience within the public sector industry, we have put together a proprietary analysis of public sector executives that are leaders in the industry who may be qualified for these positions. This work product is continuously updated and benchmarked against current conditions and occurrences in the marketplace. We will share this with the Authority to help shape the direction of the search process.

Additionally, K&A will prepare a report that will highlight possible approaches and strategies for the search process. Once an approach is selected by the Authority, we will utilize this as a basis by which we will conduct the search and will coordinate an open dialogue with the Authority and any other parties who are to be involved in the search to gain insight and input as to the ideal candidate.

During the Search Process

Throughout the search process, K&A will provide a weekly search summary that will summarize in detail the search progress. This report will provide a detailed analysis of who has been identified, recruited, targeted and how many people the firm has networked. Additionally, the report will provide an analysis of feedback from the marketplace with regards to the position and the search. K&A will also provide a detailed summary of its research and its networking list for additional candidates. K&A will continue to provide any other reports and presentations in person, via phone or video conference as requested by the Authority.

Once candidates are identified, K&A will provide a detailed summary of each candidate's background including strengths and weaknesses of each candidate. We will also provide all necessary materials prior to interviews so that the Authority is fully prepared for the interviews. This information will include, but not be limited to, a candidate summary, resume, detailed references and salary history.

Post Recruitment Meeting Output

Finally, at the time when the Authority is ready to make a hiring decision, K&A will provide the Authority with additional references beyond those provided by the candidate. We will also prepare a detailed summary of the search and an analysis of the search process to date. This summary will be available to assist in the hiring decision. Additionally, K&A will prepare a report that will provide details of negotiation options for the candidate including salary, bonus and other benefits available. We will provide guidance, advice and industry comparisons to ensure a competitive offer. Once a candidate is hired, K&A will prepare a summary of the executive search process for the benefit of the Authority highlighting strengths and opportunities for increased efficiency to better the Authority's future recruitment strategy.

Search Capacity and Timeline

As a result of our in-depth experience, relationships, dedication, passion for the industry and carefully sequenced search process within the transportation industry, we will be able to identify appropriate candidates for these positions in a timely manner. K&A understands the sensitive timing under which the Authority operates and pledges its full resources to accommodate its needs. We anticipate that we will be able to provide an initial recommendation of potential candidates within 10 to 15 days from the initiation of each search, commence interviews within 30 to 45 days from the initiation of each search. We have an experienced team of recruiters, researchers and administrative staff capable of successfully pursuing and completing multiple and complex search assignments.

Upon initiation of each search, K&A will schedule an interview with the Authority as early as possibly in order to gain as much information and insight into the Authority's vision of the ideal candidate. At this time, we will also conduct interviews with anyone else the Authority deems appropriate to gain insight and information to ensure a successful candidate is identified and hired. On a weekly basis, we will provide to the Authority a detailed search summary including a candidate tracking summary that will highlight persons and organizations contacted as well as the status of potential candidates. K&A will communicate in person, electronically and via telephone and/or videoconference with the Authority on a daily or weekly basis as needed. At least one of the three principals will personally visit the Authority throughout the search process as requested until the search engagement is successfully completed. K&A will continue referring qualified candidates until the position is filled.

Conflict of Interest / Standard Agreement

No possible conflict of interest exists between K&A and the Authority. K&A expects to agree with the standard agreement and its terms and conditions.

SECTION 6 - COST PROPOSAL

K&A is a retained search firm. Our standard fee is based on 33-1/3% of the expected annual compensation of each individual hired. However, as agreed in our contract with the Authority, K&A is willing to conduct the search under this contract for 28% of the total expected annual compensation of each search. A retainer of one-third of the established recruitment fee would be due at the time the search is initiated, one-third at the end of sixty days and the remainder when the search is concluded. All necessary adjustments would be made at the final invoice based on the actual compensation package. K&A will continue referring qualified candidates until each position is filled.

K&A does not bill for any indirect overhead expenses nor does it bill hourly rates. The Authority will only be responsible for reasonable expenses associated with interviews including candidate and consultant's travel, advertising and any background investigations. Care will be given to keeping these expenses at a minimum and with appropriate prior approvals. The Authority will also be responsible for relocation costs, if any, on the candidate selected for hire.

If a candidate referred by K&A and subsequently hired by the Authority is: (1) terminated for cause by the Authority other than for reasons related to reduction in scope of duties or related issues or (2) voluntarily leaves the employment of the Authority within one (1) calendar year from the initial date of employment, K&A will replace that individual without any additional recruitment fee except for direct expenses attributed to the replacement. As mentioned above, these expenses are closely monitored so that they are kept to a minimum.

In the event that a candidate referred to the Authority by K&A is hired without respect to a specific search assignment, within one year following referral to the Authority, a fee due to K&A will be computed and billed in accordance with the above fee rate.

K&A is an Equal Employment Opportunity Employer and will not discriminate against any employee, applicant for employment or subcontractor because of race, religion, creed, sex, sexual orientation, age, nationality or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. K&A will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, sex, sexual orientation, age, nationality or the presence of such disability.

Summary

Executive search is a personal service conducted entirely for the benefit of the client. K&A has the well-earned reputation of a firm where the principals are involved in all aspects of the search process. We are uniquely qualified to assist the Authority in the strategic selection of all candidates who will assist in managing the Authority with the integrity and enthusiasm that is necessary to maintain its reputation as one of the nation's premier public agencies.

All work will be performed under the direction and to the satisfaction of the Authority. K&A understands the confidentiality of all information and material provided by the Authority throughout the search process. We look forward to the opportunity of working with the Authority once again on these very important and critical searches.

Confidentiality Statement

This proposal in its parts and in its entirety is submitted by K&A to the Authority in confidence for internal use only by the Authority for the purposes of identifying, reviewing and selecting an executive search firm to conduct various searches for the Authority.

This proposal is deemed by K&A to be a confidential document and a trade secret as defined under state law. It constitutes proprietary business, technical and financial information and neither it nor any of the information contained therein may be disclosed, used or reproduced in any manner, or for any purpose, except by written permission of K&A.

KRAUTHAMER & ASSOCIATES:

By: _____


Gregg A. Moser
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Chevy Chase, MD 20815
gmoser@krauthamerinc.com
www.krauthamerinc.com

9/20/11

Date:

BondStreet
Group Recruitment
Consultants

Bond Street Group, LLC
Executive Search and Contingency Staffing
Consultants

RESPONSE TO:

THE PORT AUTHORITY OF NY & NJ's
REQUEST FOR PROPOSALS
FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES
FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015

RFP # 25881

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ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporateinformation/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Bond Street Group, LLC
Company)

SLH
Stephen Horowitz(Signature)

Chief Operating Officer
(Title)

09/20/11
(Date)

ATTACHMENT C

COMPANY PROFILE
REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):

Bond Street Group, LLC

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

261 Madison Avenue, 17th Floor
New York, NY 10016

3. Business Telephone Number: (212) 277-7600

4. Business Fax Number: (212) 277-7619

5. Firm website:

www.bondstreetgroup.com

6. Federal Employer Identification Number (EIN): Ex. 1

7. Date (MM/DD/YYYY) Firm was Established: 09 / 15 / 2005

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

Ex. 1

9. Officer or Principal of Firm and Title:

Stephen Horowitz, Chief Operating Officer

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

Stephen Horowitz, (212) 378-1607, shorowitz@bondstreetgroup.com

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

If yes, please attach Port Authority certification as a part of this profile. If your firm is a DBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1- Engineering/Architecture		
2 - Construction/Project Management		
3 - Finance/Real Estate	✓	✓
4 - Environment/Energy		
4A-Information Technology	✓	✓
5 - Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)		
6 - Security/Public Safety		
7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)	✓	✓
8 - Diversity (including Military/Veterans)		

C.1. List Of Personnel Who Are Assigned To Perform Any Requested Services And Their Resumes

ACCOUNT MANAGER

Stephen Horowitz, Chief Operating Officer

FINANCE/REAL ESTATE TEAM

Anthony Iacullo, Vice President, Accounting & Finance Division
Alan Roth, CFA, Managing Director Financial Services Group

INFORMATION TECHNOLOGY TEAM

Tareque Khaleque, Executive Director, Information Technology Division
Leonardo Rosa, Lead Recruiter, Information Technology Division

CORPORATE SERVICES TEAM

Paula Geller, Director of Operations
Sandra Robinson, Vice President of Staffing Operations
Alisa Sohn, Executive Recruiter

STEPHEN HOROWITZ

EXECUTIVE SUMMARY

Current Chief Operating Officer at Bond Street Group, LLC. Stephen co-founded Strategic Computer Resources and served as its President prior to the acquisition of its parent company, Progressive Resources by StaffMark, Inc., a NASDAQ listed company. Stephen joined Goodkind as a partner in 1998. The company was purchased in 2001 by Strategic Workforce Solutions.

His operational experience helped create the internal structure to support Strategic Workforce Solutions' on-site recruitment programs and overall expansion.

In September of 2008 Stephen joined Bond Street Group, LLC as a partner and purchased the assets of Strategic Workforce Solutions. Stephen is responsible for business development, strategic planning and management of operations at Bond Street Group.

ANTHONY D. IACULLO

EXECUTIVE SUMMARY

A driven recruiting and management professional with extensive, diversified experience in both direct hire and contingent staffing. A results-driven producer skilled at developing and retaining staff, recruiting industry professionals, training personnel, and proven ability in developing a business from a start up phase to profitability. Adept in implementing procedures to improve productivity, administering budgets, managing P/L responsibilities, and creating and initiating strategic marketing campaigns.

PROFESSIONAL EXPERIENCE

BOND STREET GROUP, LLC, NEW YORK, NY **SEPTEMBER 2007-PRESENT**
Bond Street Group is a full service-staffing firm that delivers the highest level of qualified full time and temporary personnel.

Vice President, Accounting & Finance Division

- Responsible for starting up the Accounting and Finance Division for direct hire and temporary staffing.
- Responsible for all divisional operations including, but not limited to, recruiting, sales, client and candidate problem resolution, payroll, and invoicing.
- Operate as a producing manager, successfully delivering full cycle recruitment in the Accounting and Finance space to consistently exceed \$1MM annually.
- Acquire new business through cold calling, networking and client/ candidate referrals.
- Conduct the hiring, training and development of all sales and staffing personnel.
- Negotiate and deliver fee agreements, and corporate client contracts.
- Responsible for all P& L management and delivery.
- Execute internal planning and strategy meetings to direct and motivate each team member toward growth and deliverables.

REMX FINANCIALSTAFFING, NEW YORK, NY
Market Manager

OCTOBER 2004 – SEPTEMBER 2007

THE RESPONSE COMPANIES, ISELIN, NJ
Manager of Accounting and Finance Division

JANUARY 2002 – OCTOBER 2004

ERIC-LOUIS ASSOCIATES, New York, NY
Executive Recruiter

APRIL 2000 – JANUARY 2002

DEUTSCHE BANK, Jersey City, NJ
Portfolio Analyst

DECEMBER 1998 – APRIL 2000

MERRILL LYNCH, Somerset, NJ
Compliance Analyst

OCTOBER 1997 – DECEMBER 1998

EDUCATION

TOWSON UNIVERSITY, TOWSON, MD
Bachelor of Science Major: Political Science

1996

ALAN ROTH

Experience:

Bond Street Group, LLC 2006 - Present

Managing Director, Financial Services Group

Co-head the firm's Front Office Financial Services executive recruiting practice. Areas of recruiting focus/expertise include:

- Investment Banking
- Private Equity (corporate and real estate)
- Real Estate Finance
- Wealth Management

Source Capital 2003 - 2006

Managing Director

Responsibilities included provided investment banking services and implementing principal investing activities.

Prudential Securities 1999 - 2002

Director, Investment Banking

Senior officer responsibilities included new business development and solicitation, transaction processing and client servicing in the firm's Consumer, Retailing and Business Services investment-banking groups.

Lehman Brothers 1997 - 1999

Vice President, Investment Banking

Responsibilities included new business development, transaction processing and client servicing in the firm's Consumer Business Group. Industry areas of coverage included food and beverage and other consumer-related companies as well as spearheading the firm's restaurant company effort

Dean Witter Reynolds Inc. 1989 - 1997

Vice President, Investment Banking

Responsibilities included broad-based experience in the Consumer Business Group (Vice President), Internal Dean Witter Projects (Associate/Vice President), and Financial Institutions Group (Associate)

Education:

Harvard Business School

MBA

Boston College

Bachelor of Science Degree in Business Administration, *magna cum laude*

Majored in Finance and Economics. Dean's List every semester.

CFA Charter Holder

BSG/RFP 25881

BondStreet
Group Recruitment
Consultants

TAREQUE KHALEQUE

Extensive experience working in high-pressure environments as a HR Professional with a concentration in recruiting for start-up to Fortune 50 companies. My proficiency is in strategic recruiting as a Corporate and Agency Recruiter. I systematically work on semi-active/semi-passive and passive search strategies.

Related Experience:

Bond Street Group, LLC

01/2010 - Present

Executive Director

- Manage and drive overall recruiting strategy for all of the Information Technology Group.
- Develop pragmatic full life-cycle recruiting that includes sourcing resumes, pre-qualifying candidates, scheduling interviews, collect interview feedback, facilitate selection process, extend offers, negotiate salary, conduct background, close candidates, on-boarding and orientation.

Future Planning Services

6/2009 - 12/ 2009

Contract Recruiter

- Working as a 3rd party recruiter for companies such as Overstock.com and the Market Factory.

AIG - Private Client Group

3/2008 - 2/2009

National Recruiting Manager, Personal Line Insurance

- Developed and executed comprehensive search strategies in line with the diversity guidelines and objectives to recruit niche candidates in the high net-worth insurance industry.

CheckFree Investments (FISERV Inc.), New Jersey

7/2007 - 2/2008

Lead Corporate Recruiter, Investment Technology Group

- Responsible for full life-cycle recruiting that includes sourcing resumes, pre-qualifying candidates, scheduling interviews, collecting interview feedback, facilitating selection process, extending offers, negotiating salary, conducting background checks and closing candidates.

Concepts In Staffing, New York

01/2004 - 7/2007

Account Manager/ Sr. Recruiter, Technical Services

- Devoted 75% time on target recruiting and 25% time on tactical client development.

ALEEK, Dhaka, Bangladesh (Overseas Assignment)

10/2001- 06/2003

HR Recruiting Consultant

- Managed all staffing related activities. Completed hiring over 30+ employees working in 5 functional areas.

Education:

AS, Business Administration, University of Notre Dame, Notre Dame, IN - May, 1996

BS, Business Administration, York College of Pennsylvania, York, PA - May 1999

AIRS Internet Searching Techniques - Search Lab - December, 2007

Monster Power Recruiter Workshop - October, 2008

Affiliations:

Member, Human Resources Forum

Member, Society of Human Resources Management

Member, Diversity Recruiting Strategy Group

BSG/RFP 25881

BondStreet
Group
Recruitment
Consultants

LEONALDO ROSA

Profile

An experienced Recruiter with over 10,000 interviews conducted to date. Capable of handling 50+ active job orders. A professional in all facets of life, a proactive and adaptable team player. A strong business acumen along with well developed interpersonal and negotiation skills to develop effective working relationships with key partners.

Business Experience

Bond Street Group, LLC New York, NY

Lead Recruiter, Financial Technology 5/2011 - present

- Responsible for full cycle recruitment process on permanent and consulting jobs.
- Responsible for new business development and account management, building and fostering client relationships.
- Sourcing IT professionals for companies like Microsoft, Horizon BCBS, PepsiCo, AT&T.
- Interviewing and assessing candidates for senior to mid level IT requirements such as Software Developers, System Administrators, Technical Writers, Business Analysts and Data Architects.
- Quickly identify potential candidates for positions utilizing a sophisticated sourcing tool (JobDiva.com).
- Test and qualify technical skills of professionals on the spot, including SQL, Oracle, C#, C++, Java, Perl, VB.Net, CCNA, PMP.
- Utilize expert negotiation skills in closing on compensation packages.
- Develop business process improvement for operational efficiencies, such as reviewing new ATS for purchase to eliminate costs on multiple systems used and to develop transparency on metrics reporting.
- Manage and grow the technology consulting area, including adding additional staff to support recruiting efforts.
- Utilize social media, referrals, niche boards and other creative search techniques to find the hidden talent on the market.
- Knowledge of H-1B Visa requirements.

Axelon Services/ Algomod Technologies Corp. New York, NY

Senior Technical Recruiter 8/2007- 5/2011

NY Staffing Services Inc. New York, NY

Account Manager 5/2006- 8/2007

Structured Employment Economic Development Corporation (SEEDCO) New York, NY

Human Resources Specialist 5/2005- 5/2006

Skills

Bilingual: English/Spanish Various HRIS/ATS/CRM systems:
Microsoft Office Suite (JobDiva, ACMS, Siebel, Kronos, PeopleSoft, etc.)
Excellent interpersonal skills Vendor Management Systems:
Closing/negotiation skills (BeeLine, Wandpro, Taleo, IQ Navigator,
Procurestaff)

PAULA GELLER

Work Experience September 2005 - Present Bond Street Group LLC, New York NY

Director of Operations

- Responsible for set up of Bond Street Group at the inception of the firm.
- Sourced, interviewed and hired Permanent and Temporary Recruiters for the Administrative, Legal, Human Resources/Labor Relations groups.
- Designed forms, set policies, negotiated contracts for vendors and clients.
- Trained all staff on recruiting techniques, ATS software, soft skills and sales techniques.
- Set goals and deadlines for Permanent and Temporary recruiters.
- Recruited Permanent and Temporary candidates for the Legal, Human Resources/Labor Relations and Administrative Groups.
- Organize, recruit, staff and troubleshoot all major temporary projects for the firm (50-250 employees per project).
- Negotiate all vendor contracts firm wide.
- Pitch services to new clients and manage both personal and house accounts.
- Troubleshoot problems, create marketing presentations, assist with RFP's & RFI'.
- Hire, train and schedule the 24/7 temporary recruiters and dispatchers.

December 1992 – September 2005 Personnel Express Corp. NY, NY

Recruiting Manager

- Recruited Temporary and Permanent candidates for Legal, Financial, and Corporate clients.
- Specialized in supporting the 24/7 market In New York City.
- Responsible for handling all major clients and rapidly increasing business.
- Developed relationships with new and existing clients to better service their needs.
- Responsible for troubleshooting hardware and software of internal database.
- Install new PC's and appropriate software.
- Train staff on data base and MSOffice software
- Breakdown shift timesheets and input weekly temporary staff payroll.

Education 1976-1981 Brooklyn College Brooklyn, NY
English Literature

SANDRA ROBINSON

EXECUTIVE SUMMARY

Over 10 years of management experience facilitating the alignment of people strategies with business strategies to effectively harness talent and create and lead teams that sustain a high performance and results driven culture. Extensive experience developing and delivering innovative HR strategies for workforce and succession planning, leadership, regulatory compliance and organizational development, training, performance management, talent acquisition, employee relations, and compensation plans

EXPERIENCE

09/06-Present BOND STREET GROUP, LLC, New York, NY

Vice President of Staffing Operations

Provided leadership, direction, and supervision to the contingent and permanent staffing divisions (internal staff of 15-50, 400-600 active temporaries weekly) while performing full-cycle recruiting

- Created and executed solutions and best practices to ensure that departments' and organization's goals were aligned and achieved
- Managed the fiscal responsibilities for the temporary staffing division
- Consulted with C-Suite to determine sustainable business practices
- Cultivated a harmonious work environment for Sales Representatives and Recruiters that promoted engagement, teamwork and business development
- Provided leadership, direction and mentorship to the recruiting staff including setting measurable goals, performance evaluation and metrics reviews
- Provided recruiting strategies for the legal, accounting, medical and administrative staffing business units focused on increasing placement ratios and decreasing sourcing costs
- Developed training materials and performed on-boarding, orientation and training for new hires and staff (at all levels) to ensure that the company's mission, values, recruiting strategies and employment laws were understood and adhered to
- Facilitated active recruiting initiatives including job fairs, campus recruiting, and resume writing and career workshops

Key Accomplishments:

Developed client relations and performed full-cycle recruiting (for legal, medical, financial services and general administrative support roles) to directly generate over \$4MM in contingent staffing and perm, billing in 2007 and 2008

Streamlined processes and designed innovative recruiting and sourcing strategies, to increase productivity by 30% in 2007 and over 20% in 2008

Ensured the successful transitioning of acquired agencies (Strategic Workforce Solutions, Delphi Staffing, and Taylor Grey); developed compensation packages; implemented effective change management and conflict resolution processes

11/94-9/06 DELTAGROUP, New York, NY

Director, Staffing Services

Supervised the day-to-day operations of the 24 hours/7 days per week temporary and permanent legal and administrative staffing divisions (300-500 active temporaries weekly)

EDUCATION

2010 New York University, New York, NY

Master of Science Human Resource Management and Development (SHRM accredited program)

BSG/RFP 25881

BondStreet
Group
Recruitment
Consultants

ALISA SOHN

Experience

Bond Street Group, LLC

August 2008-Present

Executive Recruiter

- ◆ Responsible for all recruitment and placement of Senior Level Finance and Investment jobs.
- ◆ Staff executive level positions, handle all business development, client lunches, sales meetings, and presentations.
- ◆ Full Cycle Recruiting: internet recruiting, phone prescreens, all follow up and follow thru with candidate and client, set up all payroll, compile offer letters, conduct interviews, handle all new hire and registration paperwork.
- ◆ Responsible for all correspondence with client and candidates, compose full detailed candidate write up's and presentations for clients.
- ◆ Staff for Senior Level Finance, Banking, and Investment positions. Handle anything from \$75K to \$200K.
- ◆ Market for new business, negotiate deals, fee agreements, and write up contracts.
- ◆ Handle multiple large project off site with full staffing capability.
- ◆ Have set up office space for contract workers and managed entire project; from staffing thru personalized invoicing, to managing on site workers daily.

Area Temps

August 2005-August 2008

Senior Sales Coordinator/Managing Recruiter

- ◆ Manage two Clerical Offices; responsible for all clerical placements and employee relations.
- ◆ Recruit, screen, and interview an average of 30 applicants a week.
- ◆ Responsible for the hiring and firing for both permanent and temporary employees.
- ◆ Solely handle all client interaction; maintaining and growing relationships.
- ◆ Directly supervise staff of 15, and manager over 80 employees on a weekly basis.
- ◆ Promoted up thru the ranks to current position.
- ◆ Responsible for 23 incoming phone lines in a fast paced environment.
- ◆ Specialize in recruiting via the Internet, news paper ads, career fairs, and college recruitment.
- ◆ Job placement of all Office and Medical positions: Staff Entry Level to Executive.
- ◆ Certified Recruitment Specialist and Employee Relations Professional.

Precision Compaction

January 2003-August 2005

Administrative Assistant

- ◆ Supported 4 people, answered 7 incoming lines, transferred calls, took messages, overhead paging.
- ◆ Scheduled technicians, assisted in billing, invoicing, purchase orders, and payments. Distribute all office mail and record incoming payments.

Professional Development

PC Skills: Proficient in Word, PowerPoint, Excel, Act Database, PeopleSoft, Kronos, CitySearch, Shiftwise, Internet Search Database, Lotus Notes, and Outlook.

Certifications: Certified Senior Recruiter and Placement Specialist

Awards: 8 times Achievement Club winner, Top Performer 3 going on 4 years in a row, Team Improvement award 2 years in a row, and Performance 3 years consecutively.

Education

BA: Cleveland State University 2003 Sociology/ Criminology

BSG/RFP 25881

BondStreet
Group
Recruitment
Consultants

**D.1. Completed Attachment E
(Executive Level Placements)
for
3--Finance/Real Estate**

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Morgan Stanley Smith Barney

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Executive Director

Date of Placement: 7/11/2011

Placement #2

Client Business Name: Morgan Stanley Smith Barney

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: VP of Marketing

Date of Placement: 6/27/2011

Placement #3

Client Business Name: Credit Suisse

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Director

Date of Placement: 6/20/2011

Placement #4

Client Business Name: Geller & Co.

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Manager FP&A

Date of Placement: 6/20/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Russell Investments

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Sr. Product Mgr.

Date of Placement: 6/6/2011

Placement #2

Client Business Name: Robert Rosenkranz

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Estate Manager

Date of Placement: 6/4/2011

Placement #3

Client Business Name: Silver Point Capital

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Estate Manager

Date of Placement: 6/1/2011

Placement #4

Client Business Name: Geller & Co.,

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Team Lead B Gov

Date of Placement: 5/23/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: American Academy of Dramatic Arts

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: CFO

Date of Placement: 5/9/2011

Placement #2

Client Business Name: Jefferies

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Vice President

Date of Placement: 5/9/2011

Placement #3

Client Business Name: Rubenstein Associates

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: ORM Director

Date of Placement: 4/25/2011

Placement #4

Client Business Name: Russell Investments

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Product Manager

Date of Placement: 4/19/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Hess Corporation

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Corporate Strategy

Date of Placement: 4/18/2011

Placement #2

Client Business Name: Morgan Stanley Smith Barney

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: VP Ops. Risk

Date of Placement: 4/11/2011

Placement #3

Client Business Name: Geller & Co.

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Director, Accounting

Date of Placement: 3/21/2011

Placement #4

Client Business Name: Mesirow Financial

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Business Development

Date of Placement: 3/14/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Credit Suisse

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Associate - 3

Date of Placement: 3/7/2011

Placement #2

Client Business Name: Morgan Stanley Smith Barney

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Executive Director, BOC

Date of Placement: 2/14/2011

Placement #3

Client Business Name: Credit Suisse

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: AVP

Date of Placement: 2/7/2011

Placement #4

Client Business Name: Sumitomo Corporation

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Manager-Treasury Ops.

Date of Placement: 1/18/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Moore Capital

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Trade Compliance

Date of Placement: 12/30/2010

Placement #2

Client Business Name: Mizuho Corporate Bank

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Credit Analyst, AVP

Date of Placement: 11/15/2010

Placement #3

Client Business Name: Cowen Group

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: VP-2

Date of Placement: 9/07/2010

Placement #4

Client Business Name: Bank of Tokyo Mitsubishi

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: VP

Date of Placement: 8/2/2010

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Morgan Stanley Smith Barney

Client Address (City & State): Princeton, NJ

Client Contact Name/Phone #/Email Address: _____

Title of Placement: Vice President- Muni Sales

Date of Placement: 7/19/2010

Placement #2

Client Business Name: Tocqueville Asset Mgmt

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: _____

Title of Placement: Managing Director

Date of Placement: 7/12/2010

Placement #3

Client Business Name: Morgan Stanley Smith Barney

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: _____

Title of Placement: Vice President- Muni Sales

Date of Placement: 5/24/2010

Placement #4

Client Business Name: Moore Capital Management

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: _____

Title of Placement: Financial Econometrician

Date of Placement: 4/12/2010

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Russell Indexes

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Client Executive

Date of Placement: 4/12/2010

Placement #2

Client Business Name: Citi Hedge Fund Services

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Director Hedge Fund

Date of Placement: 4/1/2010

Placement #3

Client Business Name: Vontoble Asset Mgmt.

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: President

Date of Placement: 3/17/2010

Placement #4

Client Business Name: JP Morgan Chase

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Vice President

Date of Placement: 2/12/2010

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Bank of Tokyo-Mitsubishi
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Vice President, Accounting
Date of Placement: 2/01/2010

Placement #2

Client Business Name: Morgan Stanley
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Vice President
Date of Placement: 9/14/2009

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

* Data requires release from client, which will be provided upon request.

**D.1. Completed Attachment E
(Executive Level Placements)
for
4a--Information Technology**

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 4A- Information Technology
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Confluentia
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Senior Business Analyst
Date of Placement: 08/1/2011

Placement #2

Client Business Name: Daiwa Securities
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Sr. Network Admin
Date of Placement: 06/20/11

Placement #3

Client Business Name: Geller & Co.
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Supervisor, Tech. Acct.
Date of Placement: 6/20/2011

Placement #4

Client Business Name: SAT Funds
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Quantitative Analyst
Date of Placement: 3/21/2011

* Data requires release from client, which will be provided upon request.

**D.1. Completed Attachment E
(Executive Level Placements)
for
7 – Corporate Services (e.g., Human
Resources, Labor Relations,
Procurement, Legal)**

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 7 – Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Bank of Tokyo Mitsubishi

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: In House Counsel

Date of Placement: 6/20/2011

Placement #2

Client Business Name: MF Global

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: VP Creative Services

Date of Placement: 6/6/2011

Placement #3

Client Business Name: AIG/Chartis

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Senior HR Analyst

Date of Placement: 5/23/2011

Placement #4

Client Business Name: Goldman Sachs

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: HR Manager

Date of Placement: 5/9/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)

<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Sumitomo Corporation of America

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Manager, Organizational Development

Date of Placement: 2/28/2011

Placement #2

Client Business Name: New York Life Ins. Co.

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: CVP

Date of Placement: 2/22/2011

Placement #3

Client Business Name: Horizon Media

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: EVP, HR

Date of Placement: 02/22/2011

Placement #4

Client Business Name: Bank of Tokyo Mitsubishi

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: In House Counsel

Date of Placement: 2/7/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 7 – Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: K2 Global
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Director & Interim General Counsel
Date of Placement: 10/31/2010

Placement #2

Client Business Name: Thumbplay
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Senior Vice President
Date of Placement: 10/27/2010

Placement #3

Client Business Name: NBC Universal
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Vice President
Date of Placement: 7/12/2010

Placement #4

Client Business Name: Horizon Media
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Senior Vice President
Date of Placement: 7/12/2010

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: 7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Gerson Lehrman
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Vice President of HR
Date of Placement: 5/3/2010

Placement #2

Client Business Name: Credit Suisse
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Director of HR
Date of Placement: 3/15/2010

Placement #3

Client Business Name: Industrial Medicine Assoc.
Client Address (City & State): Syracuse, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Chief Financial Officer
Date of Placement: 01/11/10

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

* Data requires release from client, which will be provided upon request.

**D.2. Completed Attachment F
(Mid-Level Placements)
for
3--Finance/Real Estate**

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Cowen Group
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Analyst 1
Date of Placement: 9/12/2011

Placement #2

Client Business Name: Cowen Group
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Analyst 2
Date of Placement: 9/12/2011

Placement #3

Client Business Name: Geller & Co.
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: EPS, Financial Analyst
Date of Placement: 9/6/2011

Placement #4

Client Business Name: Geller & Co.
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Sr. Analyst, Marketing
Date of Placement: 8/15/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Mitsui & Co.
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Credit Manager
Date of Placement: 8/3/2011

Placement #2

Client Business Name: Geller & Co.
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Sr. Accountant
Date of Placement: 7/11/2011

Placement #3

Client Business Name: PriceWaterhouseCoopers
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Sr. Associate
Date of Placement: 7/11/2011

Placement #4

Client Business Name: PriceWaterhouseCoopers
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Sr. Associate
Date of Placement: 7/11/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 3 - Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Bank of Toyko
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Business Continuity Professional
Date of Placement: 7/5/2011

Placement #2

Client Business Name: Mitsubishi International Corp.
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Internal Auditor
Date of Placement: 7/5/2011

Placement #3

Client Business Name: Columbia University
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Director of Fin. Aid
Date of Placement: 6/13/2011

Placement #4

Client Business Name: New York Life Insurance
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Director of Accounting
Date of Placement: 6/1/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Geller & Co.
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Tax Accountant
Date of Placement: 5/23/2011

Placement #2

Client Business Name: Russell Indexes
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Client Services
Date of Placement: 2/28/2011

Placement #3

Client Business Name: PriceWaterhouse
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Associate
Date of Placement: 1/3/2011

Placement #4

Client Business Name: Geller & Co.
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Compensation Analyst
Date of Placement: 11/30/2010

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 3 – Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Citi
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: ETF Specialist
Date of Placement: 11/29/2010

Placement #2

Client Business Name: KBW
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: EQR Associate
Date of Placement: 11/15/2010

Placement #3

Client Business Name: ING Clarion Partners
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Senior Associate
Date of Placement: 10/25/2010

Placement #4

Client Business Name: Geller & Co.
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Trading Systems
Date of Placement: 9/20/2010

* Data requires release from client, which will be provided upon request.

**D.2. Completed Attachment F
(Mid-Level Placements)
for
4a--Information Technology**

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 4A- Information Technology
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Brown Brothers Harriman
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: FX Product Control
Date of Placement: 8/25/2011

Placement #2

Client Business Name: Reed Smith
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: CR&B Analyst
Date of Placement: 7/5/2011

Placement #3

Client Business Name: Robinson Lerer & Montgomery
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Systems Admin.
Date of Placement: 5/23/2011

Placement #4

Client Business Name: Geller & Company
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Global Data Analyst
Date of Placement: 4/18/2011

* Data requires release from client, which will be provided upon request.

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 4A- Information Technology
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Pershing
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Multi Media Designer
Date of Placement: 4/4/2011

Placement #2

Client Business Name: Pershing
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: UX Designer
Date of Placement: 2/21/2011

Placement #3

Client Business Name: Premier Technology
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Systems Administrator
Date of Placement: 1/24/2011

Placement #4

Client Business Name: Cross Commerce Media
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Confidential*
Title of Placement: Systems Engineer
Date of Placement: 10/25/2010

* Data requires release from client, which will be provided upon request.

**D.2. Completed Attachment F
(Mid-Level Placements)
for
7 – Corporate Services (e.g., Human
Resources, Labor Relations,
Procurement, Legal)**

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D

Placement #1

Client Business Name: Sumitomo Trust & Banking

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: HR Generalist

Date of Placement: 9/6/2011

Placement #2

Client Business Name: Chartis Insurance

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Recruiting Manager

Date of Placement: 6/8/2011

Placement #3

Client Business Name: Geller & Co.

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Asst. Facilities Mgr.

Date of Placement: 2/1/2011

Placement #4

Client Business Name: Fabiani Cohen

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Confidential*

Title of Placement: Attorney

Date of Placement: 12/1/2010

* Data requires release from client, which will be provided upon request.

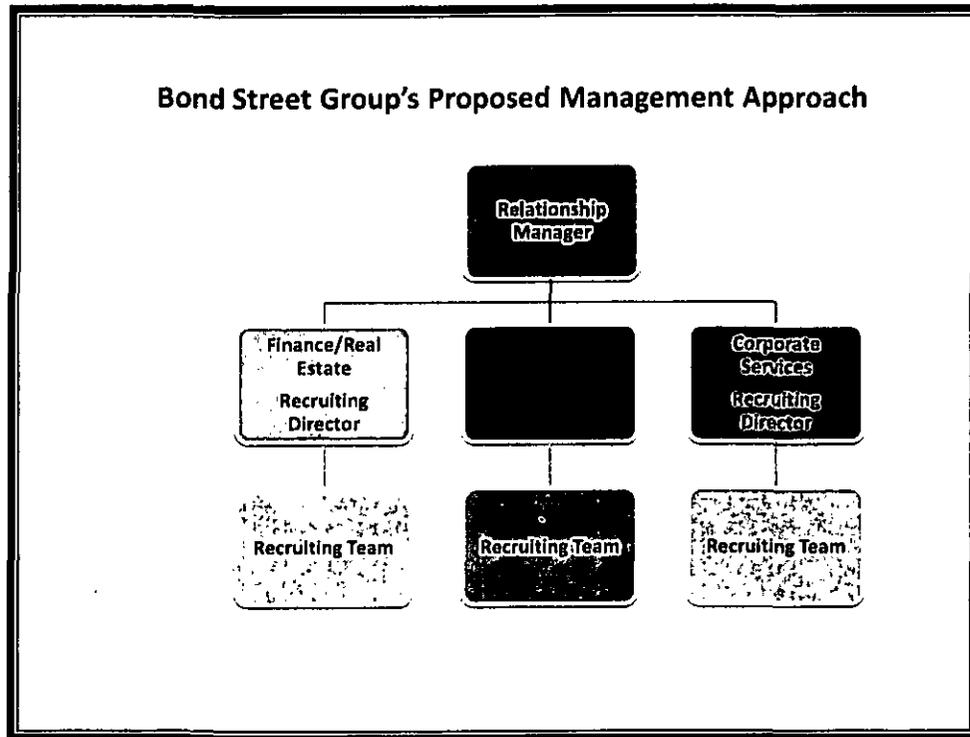
**E. Proposed Management Approach
&
Quality Control Plan**

Bond Street Group, LLC is an independent professional Executive Search and Contingency Staffing Organization with practice groups in a variety of industries, including Accounting and Finance, Real Estate, Administration, Legal, Technology, Digital Media, and Human Resources. Bond Street Group, LLC is spearheaded by industry leaders, each with over 15 years of industry experience, they possess a proven track record of building world class organizations and providing professional services to Fortune 1000 companies and law firms. We share a unified vision—Bond Street Group, and are dedicated to understanding and exceeding clients' expectations. As a result, Bond Street Group, LLC has become one of the few staffing firms that can deliver strategic and tactical solutions across all lines of business for both direct hire and contingent staffing for entry-level to executive level positions. We are inspired by the great accomplishments this alignment has achieved and are excited by the opportunities that still lie ahead.

Established in 2005, we have a reputation for providing quality services, and of meeting the dynamically changing needs of our clients. Together we have developed a successful mix of economic, technological, cultural and strategic delivery options. We have achieved this by carefully assessing business expectations, understanding the required portfolio of recruiting services, identifying the optimal delivery processes and then proposing and providing the optimal sourcing strategies for each portfolio of services.

Based on our background in managing major recruiting programs of a similar nature we have developed a set of best practices that will guide our program and relationship with The Port Authority of NY and NJ. Our practices and procedures have been established in compliance with all employment laws and with an emphasis on diversity recruiting. It has been our experience that a strong client relationship team is critical to the success of any program, therefore our recruitment team will be spearheaded by your Account Manager, Stephen Horowitz. Stephen Horowitz was the co-founder of Strategic Computer Resources and served as its President. Stephen joined Goodkind as a partner in 1998. The company was purchased in 2001 by Strategic Workforce Solutions. His operational experience helped create the internal structure to support Strategic Workforce Solutions' on and off-site recruitment programs and overall expansion. In September of 2008, Stephen joined Bond Street Group, LLC as a partner and the Chief Operating Officer. Stephen is responsible for business development, strategic planning and management of operations at the Bond Street Group, LLC.

Our proposed management approach is depicted in the following diagram:



Account Manager -- Will be responsible for ensuring that Bond Street Group, LLC is delivering the services as set forth in the contractual document at a level that exceeds your expectations. This is an executive level position staffed by Stephen Horowitz, who has extensive experience in managing recruiting services for major corporations. This person will be the single point of contact for all issues impacting the relationship of the parties. (Please see resume for more details).

Recruiting Director -- Will be responsible for ensuring that Bond Street Group is delivering the expert recruiting services as set forth in the contractual document at a level that exceeds your expectations. This is a senior level position that will be staffed by the head of the functional category as specified in Attachment D and reports directly to the Account Manager. Each Recruiting Director has extensive experience working in and recruiting in their discipline (please see resumes for more details); will manage additional recruiters who will assist in the fulfillment of your executive and mid-level staffing requests; and will establish the policies, standards, and processes for all stages of the recruiting lifecycle.

Finance/Real Estate Recruiting Directors: Anthony Iacullo, Vice President, Accounting & Finance Division is a seasoned Recruiter who started his career in brokerage. He partners with Alan Roth, a former Investment Banker who has over 10 years of experience recruiting across many disciplines within the Financial Service industry. Both have provided expert recruiting services for Mid-Level and Executive Level positions within the most prestigious Wall Street Banks/Boutiques, Traditional and Alternative Asset Management Firms, and Real Estate Companies worldwide in such areas as: Accounting, Asset Management, Custody, Fund Administration, Hedge Funds, Investment Banking, Prime Brokerage, Rating Agencies, Technology Service Providers and Transfer Agencies.

Information Technology Recruiting Director: Tareque Khaleque, Executive Director of the IT Division. Tareque has a very strong presence in the Technology world, providing professional recruiting services covering such areas as Staff Augmentation, IT Infrastructure Analysis, Design and Implementation, Data and Database Management, Software Development and Programming Services, Web and E-commerce Development for a variety of industries including: Advertising, Banking, Consumer Products, City Agencies, Electronics, Entertainment, Finance, High-Tech, Insurance, Internet, Law, Marketing, Public Relations, Publishing, Software and System Integration.

Corporate Services Recruiting Director: Paula Geller, Director of Staffing Operations. Paula Geller has been in the staffing industry since the early 1980's. In the early 1990's Paula moved to a Legal and Word Processing 24 hour service, where she spent the next 13 years as a recruiter/sales coordinator for entry level to executive level positions for major law firms and brokerage houses. In 2005, Paula was asked to help start up Bond Street Group, LLC and joined as the Director of Operations. Paula has worked with various government and city agencies, including, HRA, Department of Sanitation, Board of Education, and MTA.

Recruiting Team -- Will be responsible for proactively building pools of qualified executive and mid-level candidates for each functional category specified in Attachment D and reports directly to the Recruiting Director. Recruiters have a minimum of 5 years experience in their discipline and in sourcing executive and mid-level candidates for Fortune 1000 companies and law firms. (Please see resumes for more details).

We are an expert Executive Search and Contingency Staffing Organization and we are committed to delivering only the highest levels of recruiting service, Bond Street Group therefore encourages performance measurement by our clients both to gauge the level of client service but also to provide opportunity to identify quality improvements. This is the only effective way to guarantee a mutually rewarding relationship. Expectations must be set and performance must be measured against these expectations. Elements of the performance measurement plan are: Service, Delivery and Quality. Each of these elements has associated Key Performance Indicators that would be measured. Related KPIs may be as follows: Service: responsiveness, ease of doing business, customer satisfaction etc.; Delivery: turn-around time related to the engagement of an executive or mid-level employee, timely reporting, etc.; and Quality: invoicing accuracy, compliance with corporate guidelines, etc. We work closely with each client to establish the applicable elements and related goals/expectations for each KPI, as well as the method to measure the level of attainment. Generally the methodology employed for measurement is a combination of customer surveys and statistical data generated by our system.

Customer satisfaction surveys can be an integral part of the overall quality program and performance measurement program. We have developed our reputation for client service, in part, from the feedback from such surveys. It is the goal of the Account Manager to follow up with each person completing the survey to thank them for their participation and to provide any feedback/resolution to the client. In some instances, we have found that personal phone calls soliciting client feedback are sometimes more effective than written or Internet questionnaires. We will cooperate with the client to determine the most effective methods to be employed for soliciting feedback.

Because quality control is of utmost importance to Bond Street Group, our performance management process involves continuous communication with the client to determine how best to support their needs. Subsequently, Bond Street Group proposes regular performance reviews with your Account Manager to ensure that the overall project goals and business requirements are being met. These reviews are the foundation for a solid working relationship and continuous process improvement. In addition, Bond Street Group will ensure that at least one member of its senior management team will attend each meeting. Some typical agenda items for the performance reviews may include:

- Highlights of the past X month's performance, concentrating on the major or problematic incidents reported and any service trends and service achievements;
- Customer satisfaction survey results;
- Explanation of escalated problems and, in particular, any matters still outstanding;
- Consideration of any changes previously notified;
- Suggestions for service improvements.

Bond Street Group's process for measuring the quality of our services is determined based on your contracted specifications and updated during the Needs Analysis Phase of subsequent searches. Metrics are established for what you, our client expects from us, for example time to fill, fill ratios and turnover rates. This data is tracked by our database which incorporates best in class practices to provide real-time accurate reports which are reviewed monthly by the Account Manager and the Recruiting Director for any service issues. The Account Manager continually monitors and makes appropriate assessments and adjustments with the stakeholders, ensuring that the recruiting goals and business requirements are being met. In conjunction with our Account Manager, Recruiting Directors, and our robust Applicant Tracking System there leaves little guesswork regarding how we efficiently and effectively meet and exceed our clients' expectations for quality and service.

F. Proposed Technical Approach & Search Methodology

The Bond Street Group, LLC is comprised of experienced professionals who not only have knowledge and enthusiasm but the drive to succeed. Collectively, we understand the market place, the growing demand for qualified candidates while paying attention to the details and the needs of our clients. We form partnerships with our clients, therefore, serving as an essential staffing resource. At Bond Street Group, LLC we keep our technology current in order to stay competitive in this ever changing market place. Our dedication to the industry and to our clients is what differentiates us from our competitors.

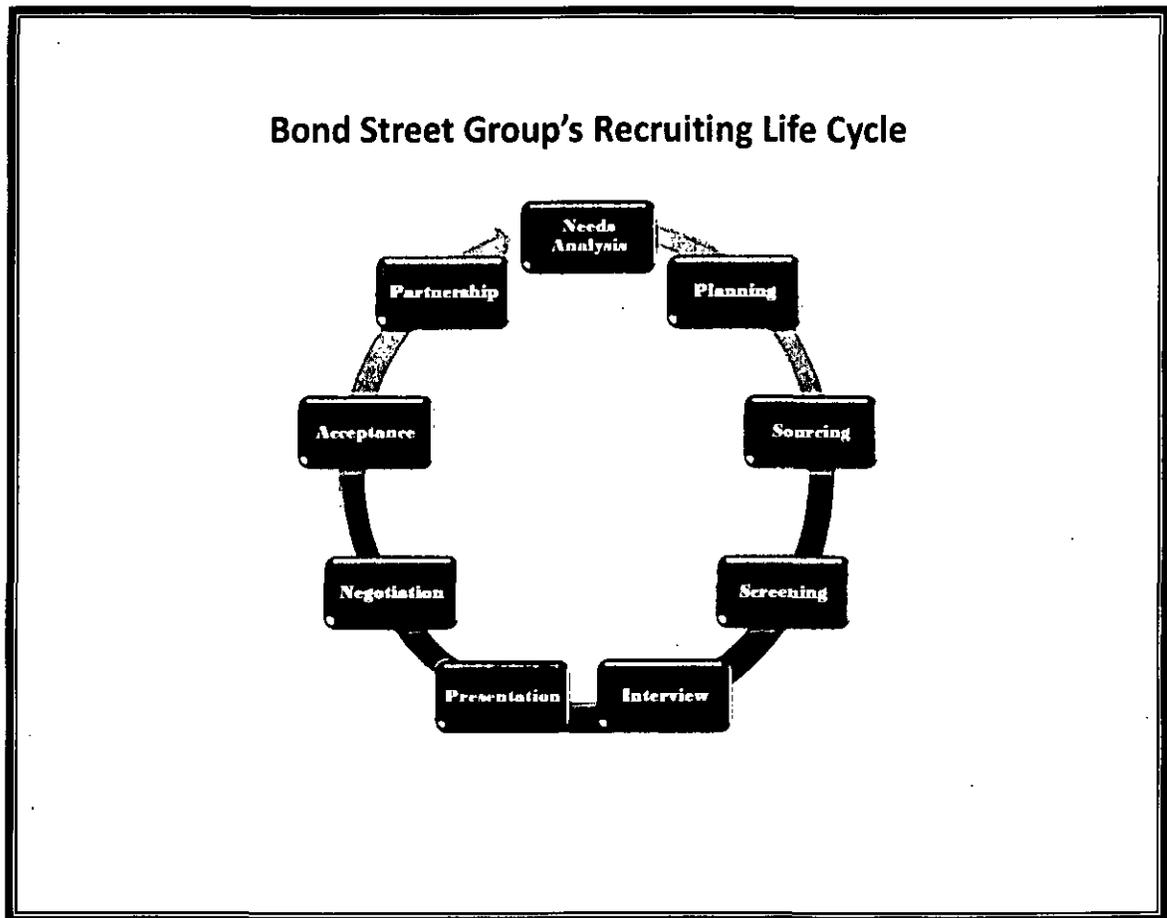
Bond Street Group's propriety database/Applicant Tracking System (ATS) represents the latest available technology for the management and control of day-to-day operations required by the staffing industry. The robust nature of this solution works for all types of staffing disciplines, including direct hire and contingency staffing. This software allows real time access to specific information by our users. The ATS further extends the capability of the management of departmental procurement, time acquisition, reporting process, and sales analysis reports that can be easily customized to provide detailed usage reports in aggregate.

In addition, our ATS brings to our clients a new level of value added tools as job requests can be entered directly on the web, and it can follow your distribution and approval work flow dynamic. Open job requisition placements can be tracked online by both the department managers and our recruiters. Our web based testing and training platform assists in the hiring process by allowing us to accurately qualify and assess candidates in over a hundred skills and behavioral assessments; software, technical skills and in industry specific knowledge such as financial and legal. In addition, it offers web-based training in hundreds of software, which facilitates a higher retention rate. These value-added initiatives are provided by Bond Street Group, LLC with no software, maintenance, implementation, or training costs to New York Port Authority of New York and New Jersey. The fully integrated applicant tracking system further broadens the functional tools that we bring to our clients.

To receive the best, timeliest, customized staffing solutions possible, you need a staffing partner with experts who are seasoned recruiting professionals with comprehensive industry experience. Our recruiters embrace the complexity of each client's needs and each candidate's background. We serve as the front-line and help to determine exactly which aptitude is required to solve a particular issue.

Bond Street Group's recruiters maintain a global reach within a competitive marketplace. By understanding the nuances of our client's cultures and work environments, our recruiters can pinpoint ideal candidates — from individuals to teams.

Bond Street Group's Recruitment Cycle is depicted in the following figure:



An overview of Bond Street Groups' Recruiting Life Cycle:

1. **The Needs Analysis Phase:** We obtain a complete understanding of each client's business, work environment and culture, establish goals and standards as well as detailed descriptions about their current hiring needs to define the parameters of each specific search.

2. **The Planning Phase:** The Recruiting Director designs a specific, targeted plan for each and every search we accept.
3. **The Sourcing Phase:** We begin identifying candidates who may possess the skills and talents identified in our search plan.
4. **The Screening Phase:** Once we identify qualified candidates, we present the objectives, opportunities, responsibilities and potential of the position to determine if they are a viable candidate.
5. **The Interview Phase:** We interview each candidate and evaluate their qualifications against the requirements of the position. We utilize STAR behavioral-based interviewing techniques. Therefore, it is standard policy to question candidates as to a specific situation, task, action and results of the situation, with an emphasis on their achievements and impact on the bottom line. We then select only the candidates who are the best match based upon their past performance and achievements, as well as their ability to deliver on the goals presented by the specific position. We conduct relevant assessments; review immigration and work status; validate education and credentials, all before presenting candidates to our clients.
6. **The Presentation Phase:** Qualified candidates are introduced to the client for further evaluation.
7. **The Negotiation Phase:** We offer expert counsel and advice at this critical point including communication on salary terms and benefits. We also provide relocation assistance, and career guidance to solidify the selection process on both sides. We conduct detailed reference checks and submit a comprehensive reports on our findings; however, background, criminal, credit checks, and medical and drug testing is performed based on client's specifications.
8. **The Acceptance Phase:** We help the candidate maneuver through the emotional process of resigning from their current position and assuring that no obstacles hinder the progression to the new opportunity.
9. **The Partnership Phase:** We maintain communication written and verbal with both our client and candidate to ensure that our candidate provides value 30, 60 and 90 days into the new position to ensure quality service was provided throughout the process and to better prepare for subsequent searches.

The Bond Street Group, LLC has maintained profitable operations each of its years in business because the company is built upon providing a higher quality employee, on a rapid time schedule. Perhaps, the greatest challenge any recruiting firm faces is finding qualified candidates. Our recruiters have merited their success

by utilizing various resume channels to seek both passive and active applicants, this includes our proprietary database built over 6 years of client and company success which allows Recruiters to easily perform skills based, title based, key word, and Boolean searches of prequalified candidates; also our extensive referral program; targeted sourcing, job boards, internal job postings, creative advertising, industry, trade & and professional associations, and social & professional networks.

Thus, what separates Bond Street Group, LLC from its competitors is: An extensive referral network and proprietary database built over 6 years of client and company success; a proprietary methodology to evaluate a client's firm to not only get the needed technical skills or experience right, but to get personality, team dynamics, work culture, and employee soft skills right--the first time; proprietary processes and an established recruiting cycle that has been refined over 6 years of business in the financial services, accounting, legal and information technology domains; and client servicing models that deliver value while helping clients identify and manage the risks associated with new employee hiring, training, and retention. In conjunction with our Recruiters, Directors, Account Manager and our robust data system, it leaves little guesswork regarding how we efficiently and effectively meet and exceed your recruiting expectations.

G. 1. Executive Search Retainer fee in accordance with Paragraph 8A

Bond Street Group, LLC--09/20/11

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 20% 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.

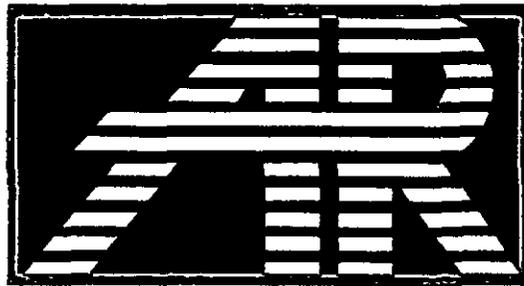
G.2. Mid-Level Contingency Fee in accordance with Paragraph 8B

Bond Street Group, LLC--09/20/11

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 20% 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.

H. Complete List of Bond Street Group's Affiliates

Windsor Resources, 261 Madison Avenue, New York, NY 10016.
EIN # 271495084



Allied Resources

Allied Resources Staffing Solutions

Response to RFP 25881

**Expert Recruitment Service for
Mid-level Staff**

Presented to:

The Port Authority of New York and New Jersey



September 21, 2011

ATTACHMENT B
REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT
RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS
REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

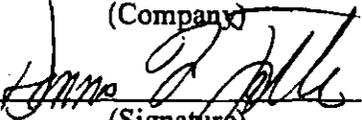
AGREEMENT ON TERMS OF DISCUSSION

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporateinformation/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Allied Resources Staffing, Inc

(Company)


(Signature)

President

(Title)

September 21, 2011

(Date)

**ATTACHMENT C
COMPANY PROFILE
REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)**

1. Company Name (print or type):

Allied Resources Staffing Solutions, Inc

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

102 Pickering Way – Suite 310

Exton, PA 19341

3. Business Telephone Number:

610-423-4600

4. Business Fax Number:

610-423-4610

5. Firm website:

www.alliedresourcesstaffing.com

6. Federal Employer Identification Number (EIN):

Ex. 1

7. Date (MM/DD/YYYY) Firm was Established: 08/ /1989

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

9. Officer or Principal of Firm and Title:

Linda C Kierlarowski – CEO Dennis F. Zatlin, Vice President

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

Mike Coulter -610.423.4606

102 Pickering Way – Suite 310, Exton, PA 19341

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

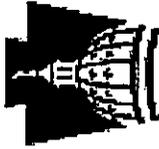
ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture	X	X
2 - Construction/Project Management		
3 - Finance/Real Estate		
4 - Environment/Energy		
5- Information Technology		
5 - Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)		
6 - Security/Public Safety		
7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)		
8 - Diversity (including Military/Veterans)		



pennsylvania

DEPARTMENT OF GENERAL SERVICES

Be it hereby known

Allied Resources Technical Consultants Inc

A

Woman Business Enterprise

Is recognized as a certified business enterprise owned and controlled in accordance with the criteria established by Executive Order No. 2004-6 and 4 Pennsylvania Code, Section 68.204.

ISSUE DATE: 8/19/2010

EXPIRATION DATE: 7/31/2012

Kathryn Waters-Perez

Kathryn Waters-Perez, Director
Bureau of Minority and Women
Business Opportunities

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015

EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Engineering Architecture Project Management
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Infinium USA (joint venture: Exxon/Shell)
Client Address (City & State): 1900 East Linden Avenue Linden, NJ 07036
Client Contact Name/Phone #/Email Address: Charlie Pihokken, 908-474-7407, charlie.pihokken@infinium.com
Title of Placement: Lead Project Engineer
Date of Placement: 6/2011

Placement #2

Client Business Name: S.T. Hudson Engineers Inc.
Client Address (City & State): 840 Cooper St Camden, NJ 08102
Client Contact Name/Phone #/Email Address: John Zagorski, 856-342-6600, jzagorski@stha.com
Title of Placement: Lead Project Manager
Date of Placement: 8/2011

Placement #3

Client Business Name: PPL
Client Address (City & State): 2 N 9th Street Allentown, PA 18101
Client Contact Name/Phone #/Email Address: Harry Scouras, 610-774-3678, HTScouras@pplweb.com
Title of Placement: Associate Computer Engineer / Electrical Computer Engineer
Date of Placement: 8/2011

Placement #4

Client Business Name: Morgan Corporation
Client Address (City & State): 111 Morgan Way Morgantown, PA 19543
Client Contact Name/Phone #/Email Address: Kim Wickard, 610-286-2367, kim.wickard@morgancorp.com
Title of Placement: Human Resources Manager
Date of Placement: 8/2011

Placement #5

Client Business Name: Apex Fabrication and Design
Client Address (City & State): 7938 Boyertown Pike Boyertown, PA 19512
Client Contact Name/Phone #/Email Address: Jim Smith, 610-689-5880, jims@apexfab.com
Title of Placement: Engineering Manager
Date of Placement: 8/2011

ATTACHMENT F

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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: Engineering Architecture Project Management
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Infineum USA (joint venture: Exxon/Shell)

Client Address (City & State): 1900 East Linden Avenue Linden, NJ 07036

Client Contact Name/Phone #/Email Address: Charlie Pihokken, 908-474-7407, charlie.pihokken@infineum.com

Title of Placement: Lead Project Engineer

Date of Placement: 6/2011

Placement #2

Client Business Name: DSM Nutritional Products

Client Address (City & State): 205 Macks Island Drive Belvidere, NJ 07823

Client Contact Name/Phone #/Email Address: Robb Wentzler, 908-475-7344, Robb-A.Wentzler@dsam.com

Title of Placement: Electrical Design Engineer

Date of Placement: 6/2011

Placement #3

Client Business Name: Morgan Corporation

Client Address (City & State): 111 Morgan Way Morgantown, PA 19543

Client Contact Name/Phone #/Email Address: Kim Wickard, 610-286-2367, kim.wickard@morgancorp.com

Title of Placement: Mechanical Designer

Date of Placement: 8/2011

Placement #4

Client Business Name: Infineum USA (joint venture: Exxon/Shell)

Client Address (City & State): 1900 East Linden Avenue Linden, NJ 07036

Client Contact Name/Phone #/Email Address: Charlie Pihokken, 908-474-7407, charlie.pihokken@infineum.com

Title of Placement: Piping Designer

Date of Placement: 3/2011

Placement #5

Client Business Name: Infineum USA (joint venture: Exxon/Shell)

Client Address (City & State): 1900 East Linden Avenue Linden, NJ 07036

Client Contact Name/Phone #/Email Address: Charlie Pihokken, 908-474-7407, charlie.pihokken@infineum.com

Title of Placement: Process Engineer

Date of Placement: 2/2011



Allied Resources

Allied Resources Staffing Solutions

Management Introduction & Approach

Staff Members

The Allied Resources team that will be assigned to the Port Authority's requirements has over 60 years of combined experience recruiting engineering related professionals. Our staff is intimately familiar with various engineering disciplines as most members of the team come directly from the engineering world. This background allows us to quickly identify truly qualified candidates and spares our clients costly time trying to explain terminology and specifications.

President, Dennis Zatlin, spent over 25 years in the consulting engineering industry prior to owning Allied Resources. He has a complete understanding of the engineering business as well as the experience of being on the client side of the recruiting industry.

The project team will be led by our Director of Recruiting, Mike Coulter. Mike has over 10 years of managerial experience in the staffing industry and oversees the recruiting processes to ensure that only quality submittals are made to our clients. Mike also has extensive experience in account management and is a point person for many of our larger clients.

Senior Recruiter Cheryl Peins has been with Allied Resources since 2001. She is based in our Marlton, NJ office and has built an extensive network of engineering professionals in the NJ and NY markets.

In addition to the above named individuals, Allied has an extensive support staff of researchers and administrative personnel. Our researchers perform the initial work on new requirements including database searches, posting jobs and initial screenings of candidates. Our administrative personnel work with senior staff to ensure accurate billing and other client services.

Training and Education

All new employees of Allied Resources go through extensive internal training sessions designed in part to:

- Introduce the recruiting business in general
- Introduce the value of diversity recruiting
- Introduce recruiting for engineers
- Introduce the various industries we service
- Teach basic differences in engineering disciplines
- Teach basic engineering terminology
- Teach excellent customer service
- Teach the internal systems used at Allied Resources

All staff members regularly participate in both internal and external seminars designed to hone skills and to keep up to date on industry best practices. Topics covered in the past include:

- Diversity Recruiting
- Effects of Poor Candidate Screening on Clients
- Interviewing Do's and Don'ts
- Effective Passive Candidate Sourcing
- Ethics in Recruiting
- Effective Job Postings

While our staff may not be performing calculations, rendering drawings or leading multi-million dollar projects, we do subscribe to a variety of industry periodicals and organizations to keep abreast of the latest news and technical information in our marketplace. Some of these include:

- Engineering News Record
- Transportation Review Board
- Architect Online
- Roads and Bridges Magazine

Internal Tools and Controls

Allied utilizes a state of the art candidate tracking tool called Bullhorn. This system is the "dashboard" of our business and all candidate and client transactions are recorded in this system. From this system, management can track all activity related to a particular client, job, or client contact. At a touch of a button, we can look at all open jobs with a particular client or manager and immediately see all notes and activity including: internal submittals (this term will be described in detail in the next section, but is basically a candidate pre-qualified by a junior staff member that is then given to a senior recruiter to follow up), client submittals, interview requests, offers, etc. Since Allied does not take a "shotgun" approach to recruiting, special attention is given to the ratio between client submittals and interview requests. If we are doing our job properly, this ratio should be over 50% and this will be the benchmark that we will use to ensure quality service to the Port. If we are below this number on any particular job, we will hold an analysis session to review submitted resumes and to review in detail the particular requirements to make sure that we have a full understanding of the needs in question.

Mike Coulter

Professional Experience

2003-Present

Allied Resources Staffing Solutions

Director of Recruiting

Responsible for leading and developing the recruiting processes for a multi-state technical recruiting firm

Responsible for new account development and management

Developed and implemented structured company-wide recruitment procedures

Customized off the shelf candidate tracking system to conform with our industry specific needs

Developed performance metrics to monitor quality

2002-2003

TSD Advanced (acquired by Allied Resources)

Regional Sales Manager / Director of Recruiting

Responsible for business development and recruiting processes

Developed and implemented standardized recruiting processes

Increased quality of submittals resulting in a 130% increase in candidate acceptance

2000-2002

Labor Ready, Inc

District Manger

Doubled weekly new account generation

Increased sales by 69% in NW New Jersey

Development of Budgets for NW New Jersey

Winner of quarter over quarter sales contest for Q2 in Philadelphia

Mediation and negotiation for collection of \$90,000 in accounts receivables with

Aramark from the Republican National Convention

Site selections for new store openings/relocations

Decreased DOS by 70 days in Philadelphia

Developed and implemented computerized sales lead tracking system to ensure prompt and effective follow up

Developed telemarketing script for branch staff

Training Manager for the Atlantic Coast area

1998-2000

Preferred Labor, LLC

Multi-unit Branch Manager

Site selection and hiring of staff for the York and Harrisburg markets of a start-up company

National sales contact for Service Merchandise

Developed a Gross Margin based quote system to accurately control bottom line costs

Developed computerized quote follow up system enabling better follow up procedures

Developed sales literature for the mid-Atlantic region

Dennis F. Zatlín

Professional Experience

Allied Resources Staffing Solutions, Inc. **2003 – present**
President **Exton, PA / Marlton, NJ**

Temporary, Permanent and Employee Leasing staffing firm.

- Responsible for all Sales and Marketing.
- Implemented State of the Art Resume Retrieval System Allowing Client Access.
- Currently developing a strategic plan to expand services beyond tri-state area.

Orbital Engineering, Inc. **2001 - 2003**
Vice President of Operations **Philadelphia, PA**

- Responsible for all technical Operations, Accounting, Human Resources and Business Development.
- Responsible for managing the profitable operations of five office locations: Philadelphia, Pittsburgh, Toledo, Chicago and Birmingham, AL.
- Consolidated tasks that were be duplicated in each of the district offices resulting in an annual savings of over \$300,000.00
- Developed and implemented strategic plan to diversify business into four new business sectors that has provided higher profit margins and new market opportunities.
- Responsible for the acquisition of an engineering firm in Toledo, OH, significantly improving sales and profit margins for this office.
- Developed a plan and led the implementation of a new information system consisting of a new cost reporting system along with upgraded local network platforms to manage our AutoCAD design software. This upgrade allows for ad hoc reports and gives project managers the ability to retrieve project related info via the Internet.
- Implemented new employee performance appraisal system that is based on an individual's ability to contribute to the goals of the company.
- Established quarterly meetings with all of the direct reports to review their progress of our goals and work on operational issues.

Orbital Engineering, Inc. **1996 - 2001**
Vice President of Business Development **Philadelphia, PA**

- Established and managed a three year contract with a Fortune 50 company, accounting for more than a 60% increase in the regional office' revenues. The account is one of the top three revenue-producing accounts of Orbital Engineering, Inc.
- Identified and organized partnership with Canadian firm to provide Orbital's services throughout Canada.
- Hire, train and manage regional account managers.
- Established corporate wide marketing database of representative company project experience.
- Initiated the concept and development of company web site.
- Implemented first annual sales forecast for each account manager and regional office.

- Organized quarterly sales meetings.
- Developed company's first mission statement.

Orbital Engineering, Inc. **Philadelphia, PA** **1993 - 1996**
Manager of Sales and Marketing – Eastern Region

- Increased new client business by 40%.
- Identified and contacted senior level decision makers in the pharmaceutical and general manufacturing industries via cold calling.
- Initiated changing Fee Structure resulting in increased revenue.
- Developed innovating marketing information targeted for new prospect base.

Orbital Systems, Inc. **Pittsburgh, PA** **1991 - 1993**
 A Subsidiary of Orbital Engineering, Inc.

Operations Manager

- Managed all financial aspects of the business including Accounts Receivable, Accounts Payable, Payroll, monthly closings, short-term and long-term investment decisions.
- Reviewed all proposals and provided pricing guidance.
 - Implemented numerous cost-saving measures:
 - Leased available office space to six tenants generating \$100,000 annually.
 - Changed natural gas supplier to a transportation supplier saving 20% monthly.
 - Negotiated reduction in business privilege tax with local township officials.
 - Negotiated volume discounts with equipment suppliers.
 - Sold full depreciated and unused equipment.

Orbital Systems, Inc. **Pittsburgh, PA** **1988 - 1990**
Staff Accountant

- Converted and maintained manual Accounts Receivable, Accounts Payable and Payroll systems to a PC-based system.
- Implemented a PC-based system to monitor sales and generate commissions.
- Completed all payroll tax returns and proofs of cash.
- Wrote annual schedule of fees and charges for hourly billing rates. Calculation was based on a percentage of staff chargeability and overhead charges.
- Initiated and maintained project cost reports to track labor and equipment.

Education

Bachelor of Science in Business Administration
 Robert Morris College

Major: Accounting
 Pittsburgh, PA

Professional Memberships

ISPE – International Society of Pharmaceutical Engineers
 AINSE – Association of Iron and Steel Engineers

Cheryl Peins

Professional Experience

2000-Present

Allied Resources Staffing Solutions

Sr. Recruiter

Responsible for leading recruiting activities for the Marlton, NJ office

Recruiter of the year, 2007

Responsible for reviewing and mentoring the work of junior staff

Responsible for screening, interviewing and presenting technical staff to clients

Key point of contact for many NJ clients

1998-2000

Resource One

Sr. Mortgage Processor

Responsibilities included retrieving customer credit reports, printing loan proposals, obtaining insurance and employment verifications, ordering title searches, preparation and review of all mortgage closing documentation as well as assisting in post closing stipulations. Packaged and submitted all files for our underwriting and funding departments.

1994-1998

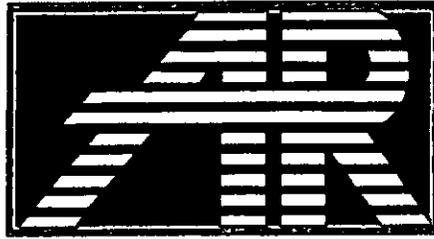
OB-GYN Care of Southern New Jersey

Medical Assistant

1991-1994

Virtua Hospital

Unit Secretary



Allied Resources

Allied Resources Staffing Solutions

Technical Approach

Allied Resources management and staff firmly believe that honest, professional communication between clients, candidates and internal staff is what drives successful relationships. We strive to not only be a partner, but a true advocate for our clients and candidates. By communicating regularly and asking the sometimes difficult questions, we are able to flesh out the important details on what a client is truly seeking in a candidate and what a candidate is truly seeking in their next position. This approach along with the utilization of both new and traditional avenues for identifying, attracting, and managing top talent, is what sets us apart from most firms.

Client Philosophy

Allied works to not only be a business partner, but an extension of our client. By understanding our clients inner workings and culture, we can better represent the interests of our clients with respect to talent acquisition. When working with a manager, we try to put ourselves in their shoes to help them better understand what they are seeking in an individual beyond a simple list of skill sets and qualifications.

Candidate Philosophy

Putting your career in the trust of stranger is not something to take lightly. That is why we take the time to speak with candidates about what is truly important to them. Often times, it is not just about monetary compensation. Long term career growth, benefits, recognition, or the prospect of working with leading technologies often can be equally as important. By speaking with our candidates and asking what their needs are, we are able to identify the top candidates for the positions we work on.

Tools

Allied utilizes a myriad of sourcing tools to identify talent. From our internal database of over 70,000 candidates to specialty web sites and organizations, we are constantly seeking the latest tools and strategies.

Bullhorn

Bullhorn is our internal candidate management system. Currently we have over 70,000 candidates and our customized software allows us to perform searches from multiple directions using criteria such as: boolean wildcards, zip code radius, salary expectations, certifications, and many more. In addition to searching an actual resume, the system can search notes and attached documents as well. Every candidate is automatically contacted every 6 months to request updated information so we can keep our database current. All client records, job records, and candidate records are fully integrated and information and notes can be referenced against multiple records. We are able to schedule calls, emails, interviews, appointments and other events as well as reminders. In a nutshell, we can at anytime get a complete picture of where we stand with a particular job.

LinkedIn

LinkedIn is the most comprehensive business networking site today. It has over 20 million professional profiles and is fully searchable by location, industry and keywords.

Traditional Job Boards

Allied has full access to Monster and CareerBuilder's resume databases and job posting capabilities.

Google

Our team regularly utilizes google to identify passive talent.

In addition to the above listed tools, our recruiters and researchers utilize many other tools such as: Craig's List, Jigsaw, Spoke, industry specific organizations, specialty job sites, newspapers, universities etc.

Process in Detail

Needs Analysis

When a new requirement is issued, we look for some basic details on the position including:

- Title
- Location
- Hiring Manager
- Reason for opening (i.e. new position, replacement, etc.)
- Is this a confidential search?
- Time frame to fill
- Relocation availability
- Salary (including exempt or non-exempt)
- Bonus structure and availability
- Benefits
- Career path
- Shift
- Travel requirements
- Certifications needed
- Key Skills
- Educational requirements
- Years related experience
- Complete job description

If any of this information is missing or unknown, we will attempt to speak with the proper authority to complete the job profile. We will also try to get a feel for the general work environment and management style of the hiring manager in order to fully align ourselves with the needs of the manager and so that we can accurately present the position to potential candidates. Often times in this process we will need to adjust the original job description to better portray the true needs.

Developing a Search Strategy

After the needs analysis is completed, the account manager and the recruiting team will get together to develop a game plan to identify candidates.

Posting Job Description

Based on the completed job profile, a job description that will be suitable for posting on our website as well as various other sites will be developed. The description will be written so as not to contain our clients name or any client specific terminology.

Identification of Similar Firms

A list of firms that are likely to employ ideal candidates is developed.

Keywords

The next step is to develop a set of keywords based on the complete job profile. Typically these will include terms and phrases such as the job title, discipline, software and other tools that may be required. Similar firms are also included here.

Search Strings

From the keyword list, a series of search strings will be developed that will be used to mine candidates from internal and external sources.

Identification of Professional Organizations

A list of national and local organizations are identified that may contain members that are ideal for the position.

Position Announcement

An announcement will be created that will be used as an initial introduction to potential candidates and networking points that we are currently working on the position. As with the posting description, the announcement will not contain client specific information.

Execution of the Search

Once a strategic course is set, the project is handed to our research team. Our research team consists of a group of staff that are well educated in utilizing various resources to identify leads to be followed up with by a senior recruiter. They will execute the initial searches using the search strings provided. Their job is to identify potential candidates as well as individuals to network with. Any individuals not already in our internal system will be added. Both CareerBuilder and Monster have the ability to set up search agents. Search agents can be set to automatically email new candidates every morning that match the associated search string. As individuals are identified, they are internally submitted to the senior recruiter assigned to the position. The senior recruiter then has the option to accept or decline the submittal based on

relevance. Those that are accepted and have a valid email address will then be sent a position announcement as a precursor to a phone call. Potential candidates and networking points will be called within 24 hrs of the position announcement.

Interview Process and Candidate Qualification

Individuals that are reached directly and express interest will go through our interview process. We start by asking the candidate what they are seeking in a position to make sure that there will be genuine interest in the opening that we have to offer. Candidates will be asked to explain in detail their relevant experience and may be asked to provide tangible proof where necessary. Candidates will be asked to provide at least two professional references (preferably previous supervisors) with valid phone numbers and permission to contact these individuals. During this interview process, notes will be kept regarding compatibility to the key requirements of the position.

As suitable candidates are identified, their resume will be submitted to the Port with a summary of key strengths and any potential weaknesses. At the Port Authority's request, interviews will be arranged and coordinated by the senior recruiter. Upon selection of final candidates, in-depth reference checks will be performed, the results of which will be provided to the Port Authority.

Offer and Acceptance

Allied will work as the conduit between the Port and a candidate during the offer and acceptance period. By fully engaging each party during the entire process, clear expectations and requirements should be in the open by the time an offer is presented. In the chance that there are differences, Allied will work with both parties to bridge any gaps that may be present.

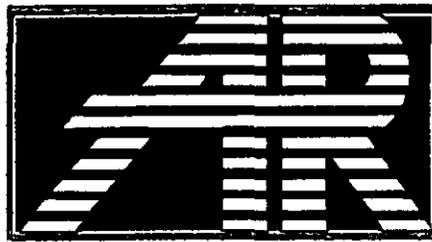
Progress Reporting

Throughout the entire process, Allied will maintain continual contact with the appropriate parties at the Port Authority. We plan on providing a weekly summary of activity for each open position which will include information such as:

- # of individuals internally submitted
- # of individuals sent position announcements
- # of individuals actively being pursued
- # of open client submittals
- Individual status reports on candidates as needed

Every supervisor will have a "go to" list of Allied personnel which will include direct office and cell phone numbers. Our regular office hours are Monday through Friday, 8:00AM-5:00PM, but we are always available via cell phone.

Additionally, we are always available for onsite meetings as needed.



Allied Resources

Allied Resources Staffing Solutions

Cost Information for RFP 25881

(Revised 9/13/2011)

Executive Search Services

In accordance with the Port Authority's Standard Agreement, executive level searches shall be performed on an exclusive, retainer basis not to exceed 15% of the actual annual salary paid to the selected candidate, plus out-of-pocket expenses as provided below.

Payments shall be made as follows:

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

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

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

Mid-level Search Services

In accordance with the Port Authority's Standard Agreement, Mid-level Search services shall be invoiced at a rate of 15% 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.

Out of Pocket Expenses

In accordance with the Port Authority's standard agreement, out-of-pocket expenses are the expenses necessarily and reasonably incurred and actually paid by Allied in the performance of services hereunder as approved in advance by the Director. Out-of-pocket expenses are unique to the performance of services under the Port Authority Standard 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; travel and local transportation; and meals and lodging on overnight trips. The expenses do not include expenses that are usually and customarily included as part of Allied's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges; typing, utilization of computer systems, cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense. When Allied is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Director. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

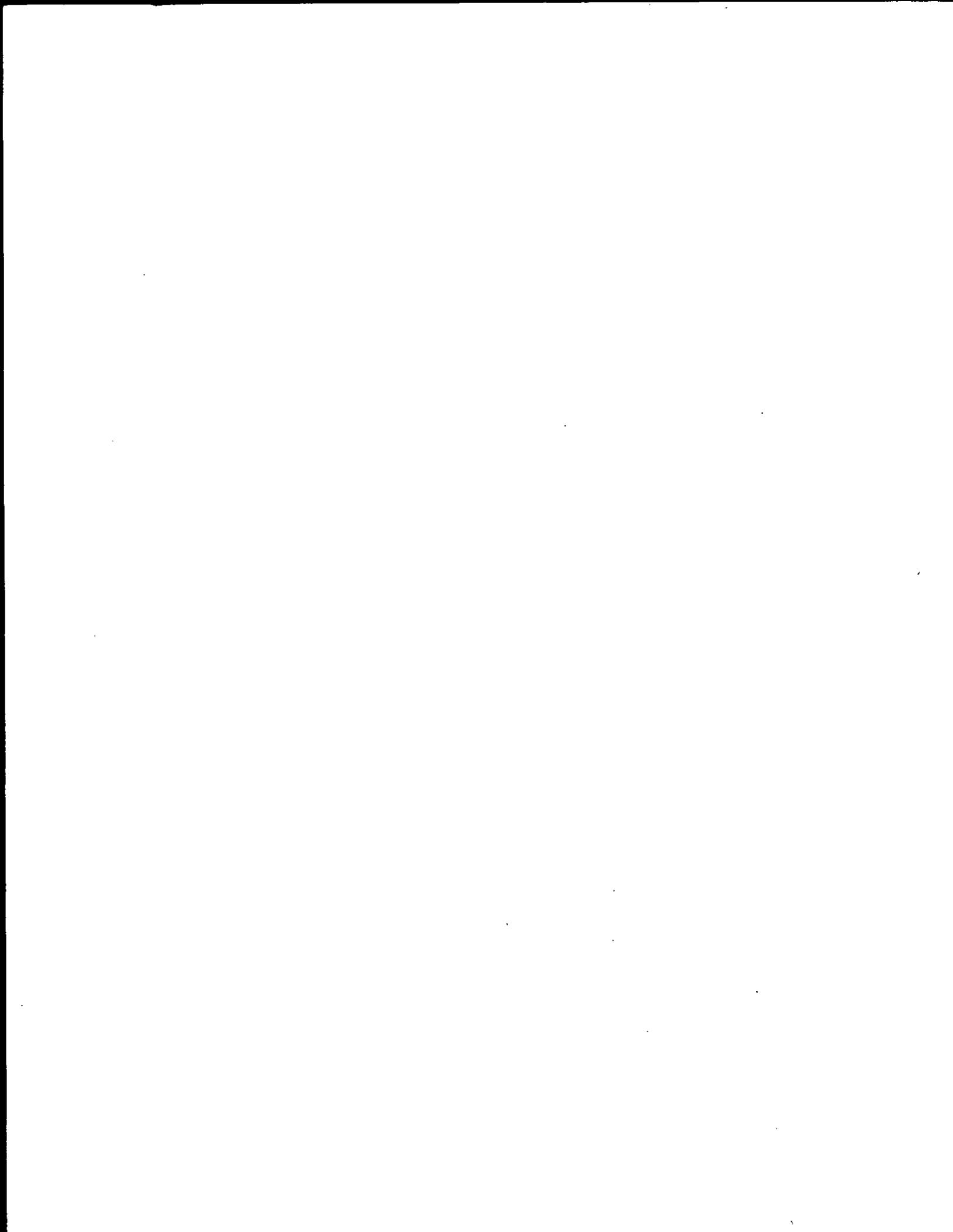
Allied shall obtain the Director's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. Allied shall substantiate all billings for out-of-pocket expenses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

Port District

"Port District" shall mean that area located within a radius of 25 miles from the Statue of Liberty.

Record Keeping

Allied shall keep and submit receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of the Port Authority Standard 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 the Port Authority Standard Agreement.

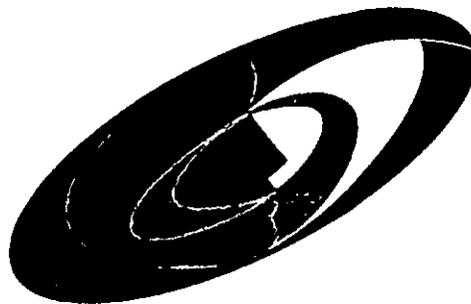


RFQ Number 25881

**Expert Recruitment Services
For
Executive and Mid-Level Staff**

**Submitted to:
Port Authority Of New York and New Jersey**

Submitted by:



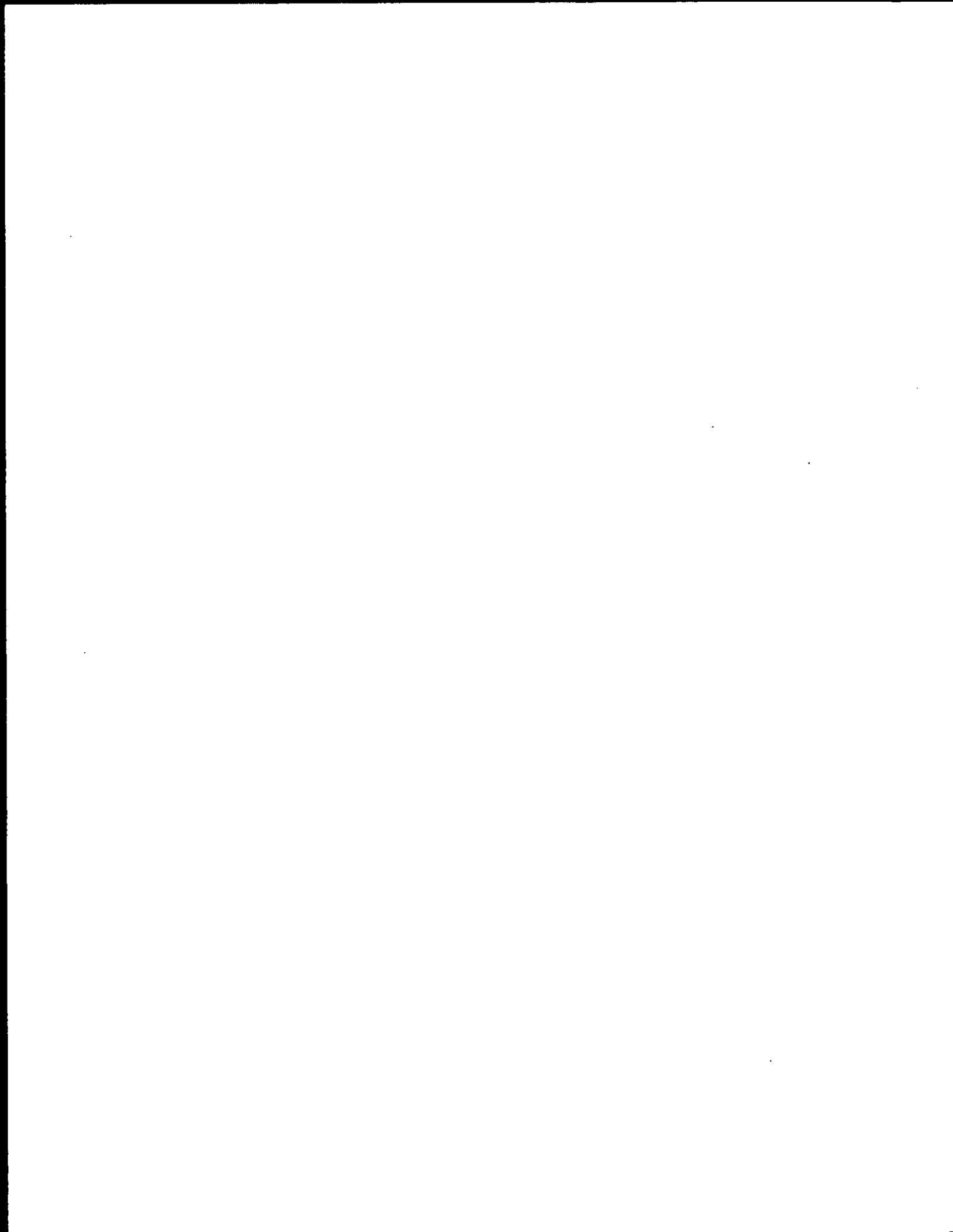
THE *HR* SOURCE

8181 Professional Place, Suite 120
Landover, MD 20785

301-459-3133 (T)

301-459-3134 (F)

September 21, 2011



ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

The HR SOURCE

(Company)

Patricia Hall Gynes

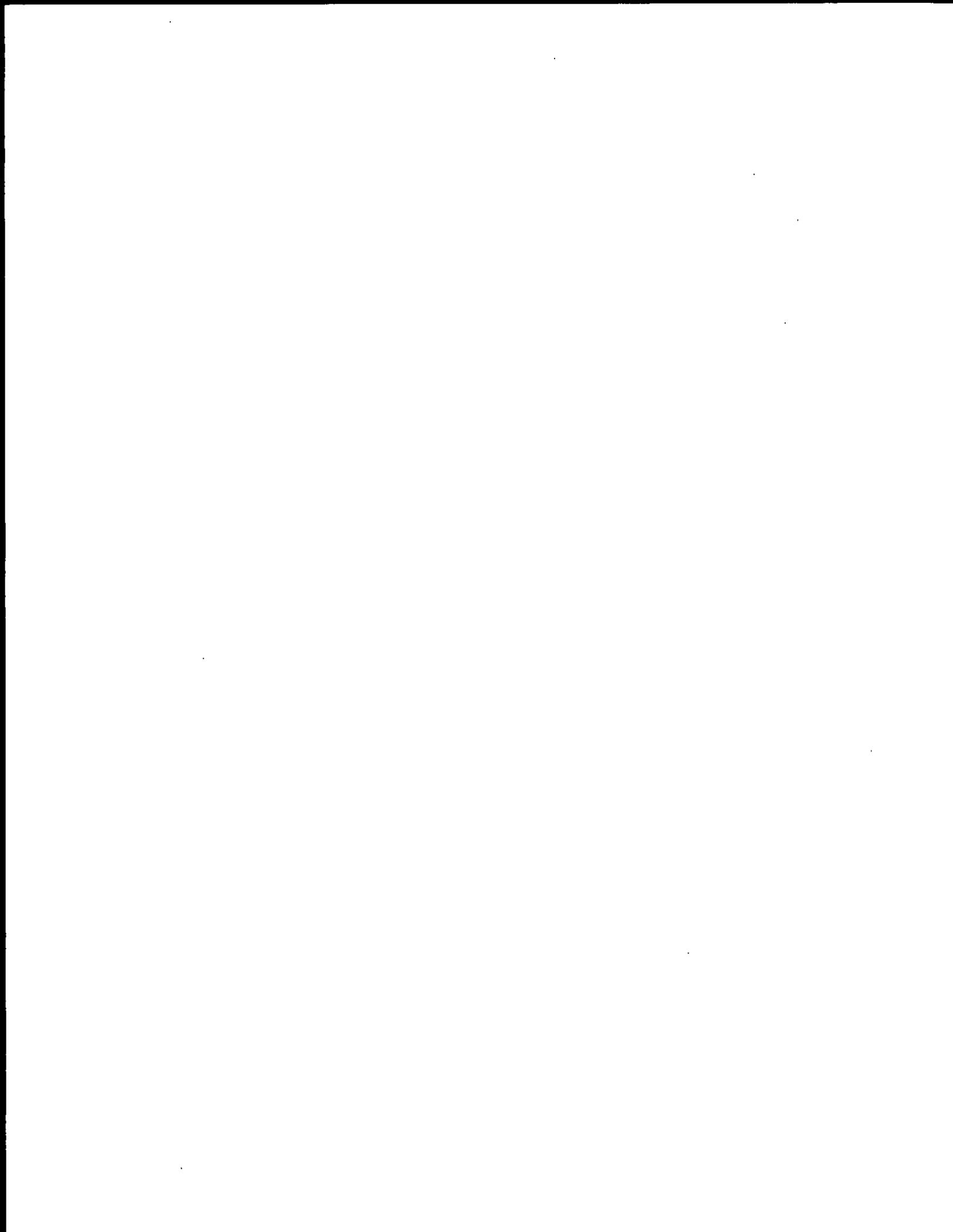
(Signature)

President/CEO

(Title)

September 14, 2011

(Date)



ATTACHMENT C

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):

THE HR SOURCE

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

8181 Professional Place, Suite 120

Landover, MD 20785

3. Business Telephone Number: 301-459-3133

4. Business Fax Number: 301-459-3134

5. Firm website: www.thehrsource.com

6. Federal Employer Identification Number (EIN): Ex. 1

7. Date (MM/DD/YYYY) Firm was Established: 12 / 1 / 94

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

N/A

9. Officer or Principal of Firm and Title:

Patricia Hall Jaynes President/CEO

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

Patricia Hall Jaynes 301-459-3133 pathj@thehrsource.com

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

ATTACHMENT D

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture		
2 - Construction/Project Management		
3 - Finance/Real Estate		
4 - Environment/Energy		
5- Information Technology		
5 - Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)		
6 - Security/Public Safety		
7 - Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)		✓
8 - Diversity (including Military/Veterans)		

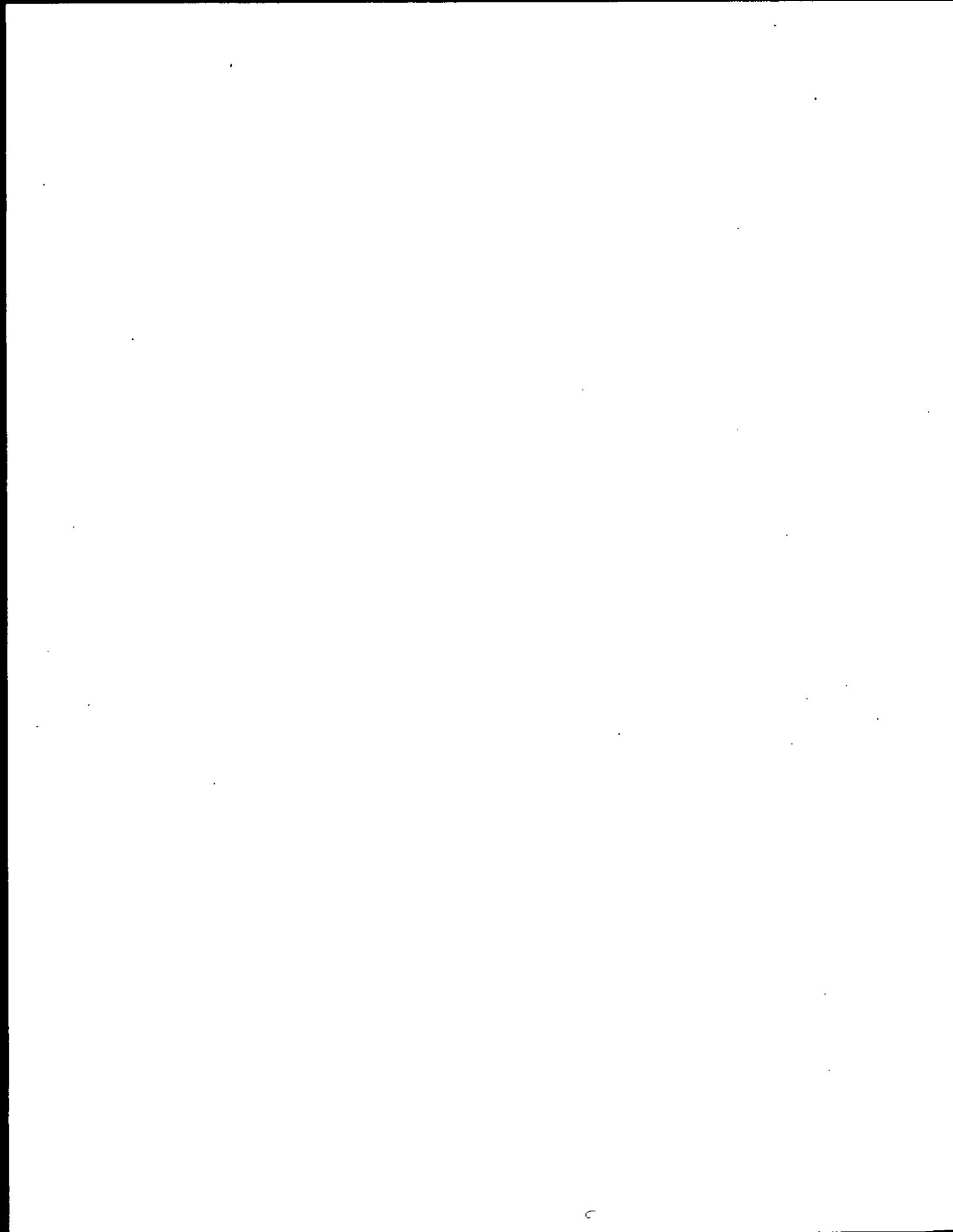
ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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3 - Finance/Real Estate		
4 - Environment/Energy		
5- Information Technology		
5 - Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)		
6 - Security/Public Safety		
7 - Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)		✓
8 - Diversity (including Military/Veterans)		



ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: # 7 Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Dimensions Healthcare Systems
Client Address (City & State): Cheverly, MD
Client Contact Name/Phone #/Email Address: Carlene Washington / 301-618-2106
carlene.washington@dimensionshhealth.org
Title of Placement: Recruiter
Date of Placement: 6/22/2001

Placement #2

Client Business Name: Design & Production
Client Address (City & State): Lorton, VA
Client Contact Name/Phone #/Email Address: Sue Lepp / 703-550-8640 / slepp@d-and-p.com
Title of Placement: HR Generalist
Date of Placement: 5/16/2011

Placement #3

Client Business Name: Dimensions Healthcare
Client Address (City & State): Cheverly, MD
Client Contact Name/Phone #/Email Address: Peter Close / 301-618-2266
Peter.close@dimensionshhealth.org
Title of Placement: Benefits Administrator
Date of Placement: 4/7/2011

Placement #4

Client Business Name: Compliance Enviro Systems / Career Personnel
Client Address (City & State): ELICOTT CITY, MD
Client Contact Name/Phone #/Email Address: Kristina Primoff / 443-288-7000 / Kristina.Primoff@
Title of Placement: Sales Representative
Date of Placement: 3/24/11

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: #7 Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: McFadden & Associates
Client Address (City & State): Silver Spring, MD
Client Contact Name/Phone #/Email Address: Dora Daniel/301-588-5400/ddaniel@macf.com
Title of Placement: HR Generalist
Date of Placement: 6/13/11

Placement #2

Client Business Name: Living Oceans Foundation
Client Address (City & State): Landover, MD
Client Contact Name/Phone #/Email Address: Phillip Renaud/301-577-1288/prenaud@livingoceansfoundation.org
Title of Placement: Office Manager
Date of Placement: 6/28/11

Placement #3

Client Business Name: Service Source Inc
Client Address (City & State): Dunn, NC
Client Contact Name/Phone #/Email Address: Franklin Saldan/240-492-2450/frankin.saldan@service-source.org
Title of Placement: Human Resources Manager
Date of Placement: 9/29/11

Placement #4

Client Business Name: District of Columbia Housing Authority
Client Address (City & State): Washington, DC
Client Contact Name/Phone #/Email Address: Liza Dean/202-535-2666/ldean@dchousing.org
Title of Placement: Senior Executive Assistant
Date of Placement: 4/21/11

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: #7 Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Aquent
Client Address (City & State): WASHINGTON, DC
Client Contact Name/Phone #/Email Address: Steve Dempsey / 404-732-0510 / sdempsey@aquent.com
Title of Placement: MidMarket Recruiter
Date of Placement: 5/6/2011

Placement #2

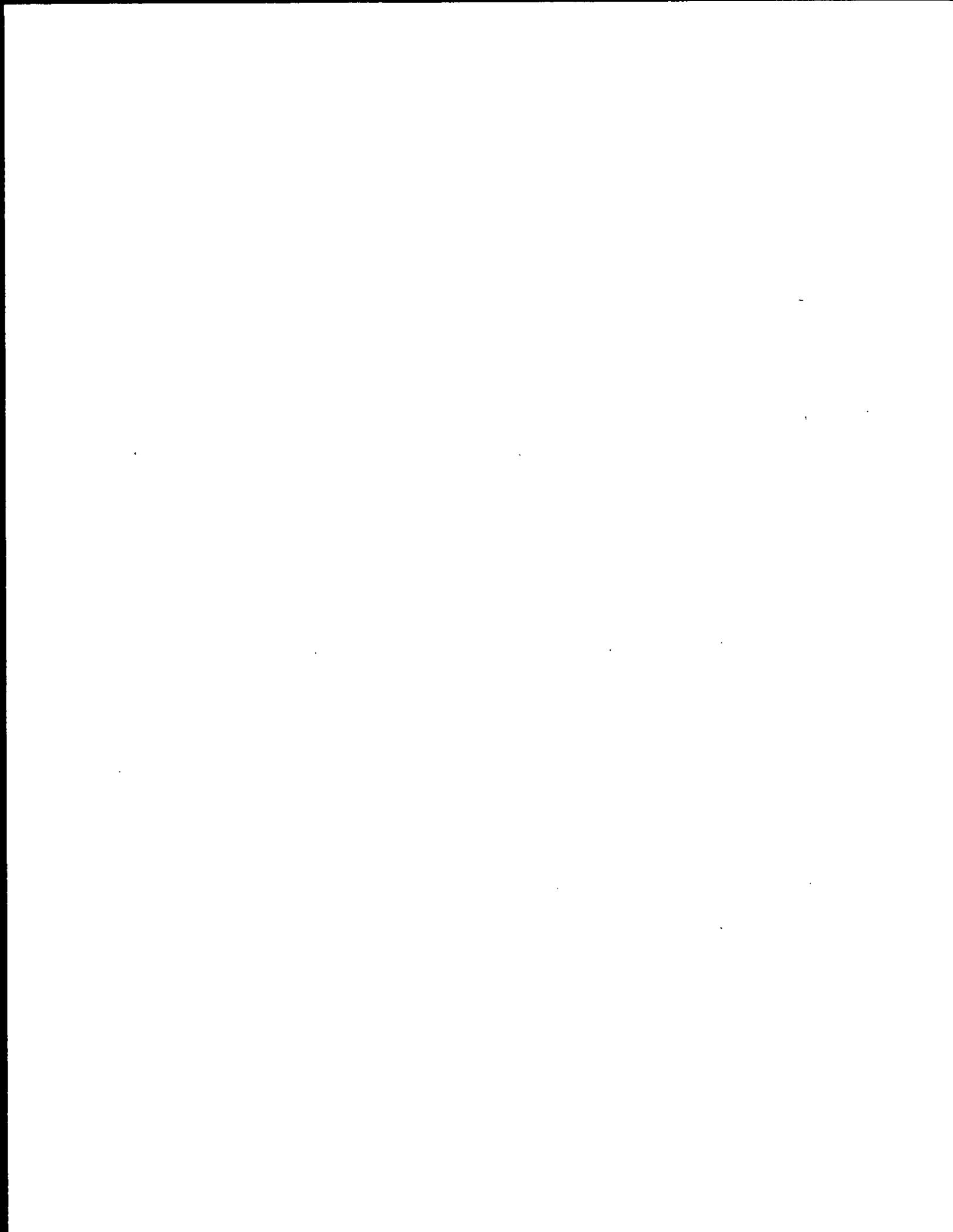
Client Business Name: Department of the Navy
Client Address (City & State): P.O. Box 97 Code 220, Jacksonville, FL
Client Contact Name/Phone #/Email Address: Bill Martini / 904-542-1248 / william.martini@navy.mil
Title of Placement: HR Manager
Date of Placement: 9/2/2011

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____



MANAGEMENT PLAN

THE HR SOURCE is a privately held Woman Owned Small Business headquartered in Landover, Maryland. Established in 1994, THE HR SOURCE provides full service staffing, outsourcing and consulting services to private sector companies and to federal agencies.

Since its inception, THE HR SOURCE has served hundreds of clients in California, Colorado, District of Columbia, Maryland, New York, North Carolina, Pennsylvania, Texas and Virginia. Our clients represent many industries and all organizational sizes. They range from start-up companies without formal human resource departments to firms with multi-function departments at the division and corporate levels. In addition to providing these services to private industry, we also provide these services to government agencies on a prime contracting as well as on a sub-contracting basis. We are very proud of the favorable recognition we've received from the business community at large, but what we are most proud of is the job we do for the clients who put their confidence in us.

The primary goal of THE HR SOURCE is to provide the human resource community with flexible solutions to meet the multiple needs of their departments. Specifically, we offer unique and timely solutions in all areas of human resource management including:

- Affirmative Action Plans
- EEO Compliance, Prevention Strategies and Investigations
- Benefit Planning and Administration
- Compensation Consulting
- Employee Handbooks
- Employee Relations
- Executive Search
- Human Resources Information Systems
- Job Descriptions and Classification
- Labor Relations
- Organizational Development
- Outplacement for Non-Exempt Personnel
- Outsourced Human Resource Services
- Outsourced Recruiting Programs
- Personnel Actions
- Performance Appraisal Systems
- Recruiting and Staffing
- Resume Writing and Interview Coaching Services
- Training and Development

The HR SOURCE provides staff to work on a contract, contract-to-hire, or direct-hire basis. Each selection is made to specifically address your organization's articulated needs. Our professionals will:

- Provide the perfect candidates for your full-time positions.
- Serve as an interim replacement of regular staff that may be away from work for an extended period of time.
- Complete long or short-term projects.
- Supplement departments that require additional support.
- Provide staff for start-up companies.

With an exceptional scope to our professional resources, The HR SOURCE is presently prepared to address your organization's needs with a complete solution.

A large part of our success comes from our ability to effectively match our candidates to your position description. In selecting the candidates for your organization we will ensure that each candidate possesses the appropriate education, experience and demonstrated accomplishments to fulfill their respective roles. We will only select individuals who possess the direct knowledge, skills and abilities to perform their assigned responsibilities immediately, without the need for detailed training and coaching. These candidates will bring significant subject matter expertise and experience to your company. PANYNJ can expect that the candidates presented for this position will not only fulfill expectations and requirements as articulated by PANYNJ but also incorporate the basic elements that experience and practice demands.

Scope of Work

We understand that PANYNJ is seeking expert professional recruitment services as requested on a "call-in" basis as required to identify a diverse pool of senior executive and mid-level candidates.

Tasks

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

- Review position descriptions and requirements and propose changes as appropriate for review and approval by the Director.
- Conduct preliminary screening of candidates and interview as appropriate to assess qualifications and interest in the position.
- Verify/authenticate the candidate's credentials and document findings. Documentation shall include candidate profile and credentials as well as an assessment of individual strengths and weaknesses with respect to the position.

- 
- Refer the most qualified candidate(s) to the Authority for consideration.
 - Upon selection of candidate(s), conduct in-depth reference checks and submit a comprehensive report documenting findings.
 - Assist the Authority in the negotiation of a final offer and terms of employment and;
 - Provide written and verbal progress reports to the Project Manager as required. Reports shall identify individuals and document findings.
 - Attend and facilitate follow-up meetings between the Authority and the candidate(s) as required and make recommendations to the Authority on candidate selection.

The HR SOURCE is more than capable performing the above tasks to provide candidates who not only have the ability to exceed your job requirements but who fit the culture of the organization as well. Additionally, between the years of 2007 and 2009, The HR SOURCE provided long-term contract employees to PANYNJ resulting in over \$900,000.00 in revenue.

We believe that quality of service, as perceived by our customer, is the key to excellent business relationships. From the initial contact with the client to the completion of the project, we will work hard to ensure that during the contract and when the contract is complete, we have a satisfied customer.

Recruiting Team

Our team structure begins with our Program Director, Pat Hall Jaynes. Ms. Jaynes has over 25 years of HR experience and has delivered human resources support services to private and public sector clients, nationwide. Pat Hall Jaynes is the founder and President of The HR Source, a professional consulting, outsourcing, government contracting and staffing firm.

Your recruiting team will consist of Laurie Braddy as your primary recruiter and Teresa Haenn as your secondary recruiter. Laurie and Teresa will bring a wealth of recruiting experience to this project. Prior to joining The HR SOURCE they had successful staffing careers at Robert Half International, Engine Performance, Nancy Adams Personnel and Careers USA.

Name Laurie Braddy

Professional Experience Summary

- Over 10 years of successful staffing experience
- Skilled in recruiting, evaluating and selecting top-notch candidates at all levels
- Recruited in a variety of industries
- Excellent sourcing skills through e-job boards, referrals, social networking.
- Exceptional client relations experience
- Area of expertise Corporate Services

Position Recruiting Manager

09/2009-Present

The HR SOURCE

Perform full life cycle recruiting for Federal and private sector clients; Advise clients on staffing related issues; Source potential candidates via social media, social networking, various job boards, and Association meetings; Work with hiring managers to determine their staffing needs; Execute the placement of Human Resource professionals for a variety of clients within the United States; Interview, prequalify and close candidates in a timely manner using consultative sourcing, assessment and selection; Conduct effective salary negotiation and perform full cycle recruitment from sourcing to offer; Develop and implement creative sourcing techniques that deliver highly qualified candidates to fill key roles

Position Recruiting Manager

08/2002-09/2009

Nancy Adams Personnel

Locate, evaluate and select elite candidates that stand out in their field; Source talent through e-boards, company lay-offs, referrals, ads and networking; Full cycle recruiting; Screen applicants through a process consisting of phone interviews, face-to-face interviews, reference checks, background checks, credit checks, etc; Train, manage, motivate and support in-house recruiters to obtain daily, weekly and monthly sales goals; Consistently create new approaches to encourage staff in production with incentive programs (i.e. Individual incentives and team incentives, cash awards, etc); Build and maintain relationships with clients to ensure constant business; Conduct face-to-face meetings with clients to explain our business; Cold calling clients via phone and in person; Resolve issues with clients, applicants and in-house employees.

Recruiting Manager

08/2000-08/2002

Careers USA

Staff large client projects with available temp pool; Perform outside sales in Director's absence; Work with irate clients to provide solutions; Responsible for client relations including: office visits, luncheons, etc; Plan and executed large staffing projects; Manage daily operations of inside office and staff.

Education/Training

- Has completed numerous leadership, management, recruiting, client relations and client retention seminars.

Name Teresa Haenn

Professional Experience Summary

- Over 10 years of successful staffing experience
- Expert at full life-cycle recruiting efforts
- Extensive experience recruiting in a variety of industries
- Strong multiple project management and organizational skills
- Excellent client relations skills
- Area of expertise Corporate Services, Multi-media, Communications

Position Account Manager**03/2011–Present****The HR SOURCE**

Perform full life cycle recruiting and business development with and for Federal and private sector clients; Advise clients on staffing related issues; Source potential candidates via social media, social networking, various job boards, and Association meetings; Work with hiring managers to determine their staffing needs; Execute the placement of Human Resource professionals for a variety of clients within the United States; Interview, prequalify and close candidates in a timely manner using consultative sourcing, assessment and selection; Conduct effective salary negotiation and perform full cycle recruitment from sourcing to offer; Develop and implement creative sourcing techniques that deliver highly qualified candidates to fill key roles

Position Division Director – Staffing Agent**02/2003–03/2011****Robert Half International – Creative Group**

- Direct division in staffing of freelancers in the Creative, Marketing, Public Relations, IT, Publication and Design industries.
- Generate new business thru long and short term government contracts, advertising agencies, communication
- Ensure The Creative Group abides by all Robert Half International standards and procedures
- Responsible for generating Branding thru Washington DC networking events.
- Recruit, interview, portfolio review, reference check and negotiate hourly rate of freelancers

Education/Training

- BA – Sociology
- MA – Mass Media Communications



Management Plan

The HR SOURCE's management plan is hallmarked by our streamlined, flexible organization, and dovetails with the ongoing performance monitoring of our staffing plan, using frequent, communication with the Client and our personnel, to identify potential improvements and resolve deficiencies.

This contract requires a strong and flexible management plan that will ensure compliance with the SOW and responsiveness to the PANYNJ hiring managers. As our Technical Capability will demonstrate, we have successfully proven our program management while providing similar services for other clients.

Each job order is initially assigned to our Recruiting Manager, Laurie Braddy who will be responsible for meeting with the client to gain a complete and thorough understanding of job requirements. The Recruiting Manager is then responsible for sourcing employee(s) who can perform the work to the client's specifications according to the statement of work.

Ms. Braddy will maintain full responsibility for the work completed on all job orders. The onus for performance and results will rest with her. She will also serve as your point of contact for any questions, concerns or special needs that may come up the contract period. She can be reached at 301-459-3133.

Further, The HR SOURCE's President, Pat Hall Jaynes, monitors the progress of each job order via a weekly meeting with Recruiting Managers to ensure that all issues are addressed and resolved immediately. In the unlikely event that the Recruiting Manager cannot resolve the issue, the issue will be escalated to her. Ms. Jaynes will also remain available to you on an ongoing basis as your on-call contact. You may contact her at 301-459-3133.

The HR SOURCE uses status reports to assure that all activities and deliverables are identified, documented, and tracked so that our performance can be continuously evaluated and monitored for timeliness and quality.

Technical Approach

Our technical approach is based on current recruiting best practices and our work with clients is founded on the following core principle:

Collaboration and partnership to form a relationship built on trust, open communication and mutual accountability. This in mind, we will:

- **Meet with PANYNJ staff to develop an accurate job description and to understand the culture of the organization.**
- **Determine what candidate skills and attributes are non-negotiable.**
- **Develop behavioral interview questionnaire based on PANYNJ requirements.**
- **Develop recruiting strategy and timeline for filling the position.**
 - **Recruiting strategy will include determining recruiting sources to be used i.e. internal database, job boards, print advertising, associations, social networking, etc.**
- **Post the job descriptions based on recruitment effort's strategic plan.**
- **Review resumes of candidates who respond to job postings and other networking efforts.**
- **Contact qualified candidates to conduct extensive behavioral telephone interviews.**
- **Refer the top 3 candidates to PANYNJ hiring manager with documentation and candidate assessment.**
- **Coordinate candidate interviews with PANYNJ search team.**
- **Conduct reference/background on final candidates.**
- **Coordinate offer to selected candidate.**
- **Provide PANYNJ with applicant tracking and activity records upon request.**

As with any project, the full cooperation of the key stakeholders is critical for the smooth and timely completion of each recruiting project.

Each recruitment project shall be completed within 30 days or less.

PANYNJ will be assigned a primary recruiter who will be your sole contact and as well as a secondary recruiter; however, our entire team will source candidates within their personal networks. PANYNJ positions will be considered a high priority position within our organization.



Conclusion / Why The HR SOURCE

- ✓ **Our Experience.** Our proposal demonstrates our thorough understanding of recruiting processes. We have successfully recruited for mid-level positions for the past 16 years.
- ✓ **Our Staff.** The HR SOURCE founder has been a human resource practitioner with an emphasis on recruiting for over 25 years and brings a wealth of experience and knowledge in recruiting. The recruiting team has over 30 year of combined staffing and recruiting experience.
- ✓ **Our Approach.** Our plan of action has served us well over the years and greatly increases the prospects for success in support of this requirement. It leverages our organization's knowledge of HR and our ability to match people to organizations so that replacements are not required.
- ✓ **Our Best Value and Least Risk.** The HR SOURCE team is PANYNJ's best value and least risk choice because we have proven our ability to serve. Our team has the acknowledged reputation and experience you need to lend credibility to the results of this effort.
- ✓ **Our Knowledge.** We know Human Resources and we know how to recruit. These are the skills that are critical to the success of this undertaking.
- ✓ **We deliver what we promise.**

COSTS

The placement fee for placements by **The HR SOURCE** at the client organization is **20%** of the employee's first year's annual base salary. The placement fee does not apply to estimated or guaranteed bonuses, employment incentives, relocation allowances or any other financial remuneration. The placement fee will be payable within **30 days** after the employee commences work.

Should the employee resign or be discharged for any reason within the first **90 days** of employment, The HR SOURCE will make every attempt to locate a suitable replacement. Should no suitable replacement be found, the placement fee shall be refunded to the client according to the following schedule:

<u>Length of Services</u>	<u>Refund Due</u>
1 – 60 days	100%
61 – 90 days	50%
90+ days	No refund

GILBERT TWEED

GILBERT TWEED • 415 MADISON AVENUE • NEW YORK, NEW YORK 10017 • TELEPHONE (212) 758-3000 FAX (212) 832-1040

GILBERT TWEED ASSOCIATES, INC.

RFP NUMBER 25881

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

AGREEMENT ON TERMS OF DISCUSSION

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Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panvni.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Gilbert Tweed Associates, Inc.

(Company)

Stephanie L. Linn

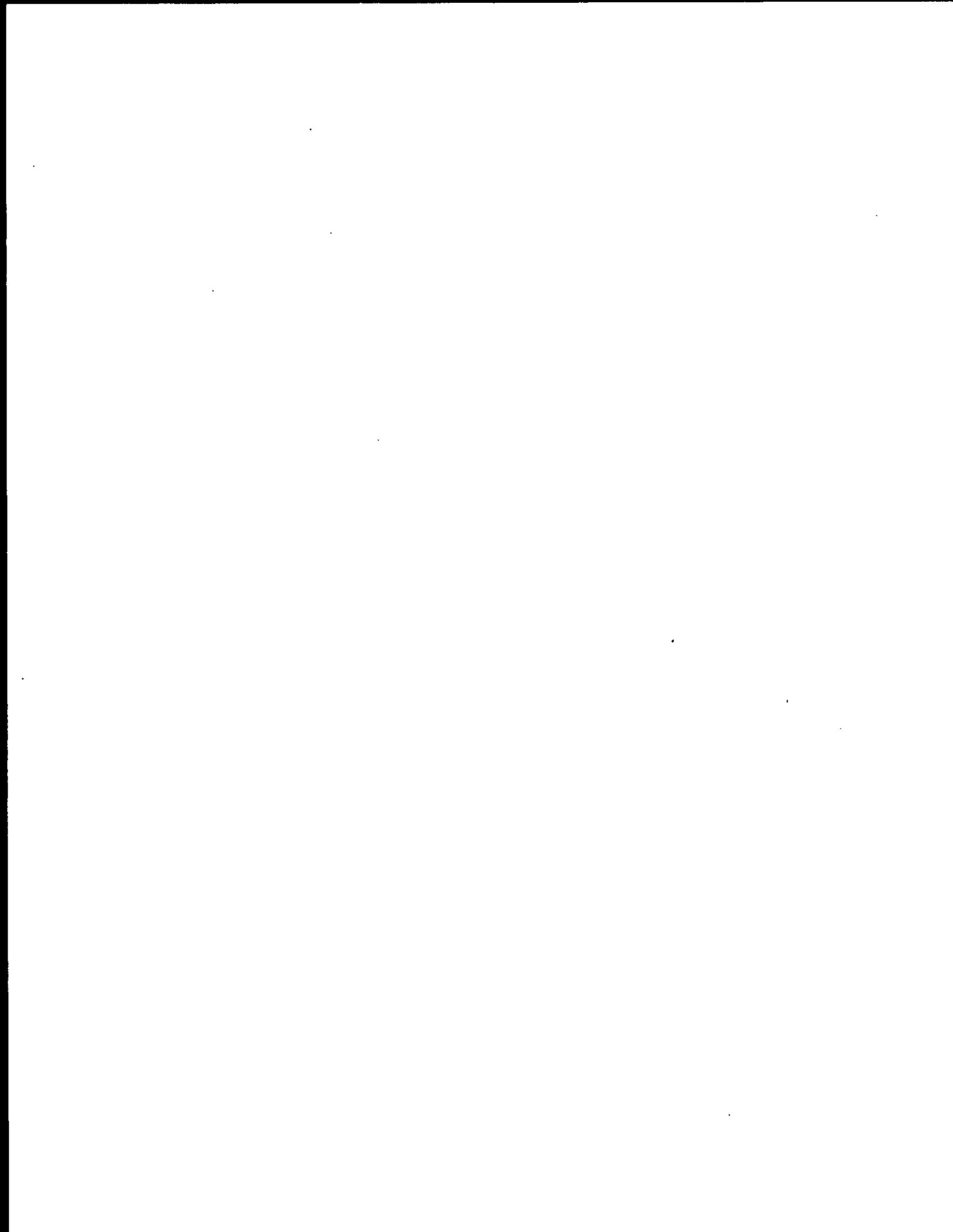
(Signature)

President

(Title)

9/13/11

(Date)



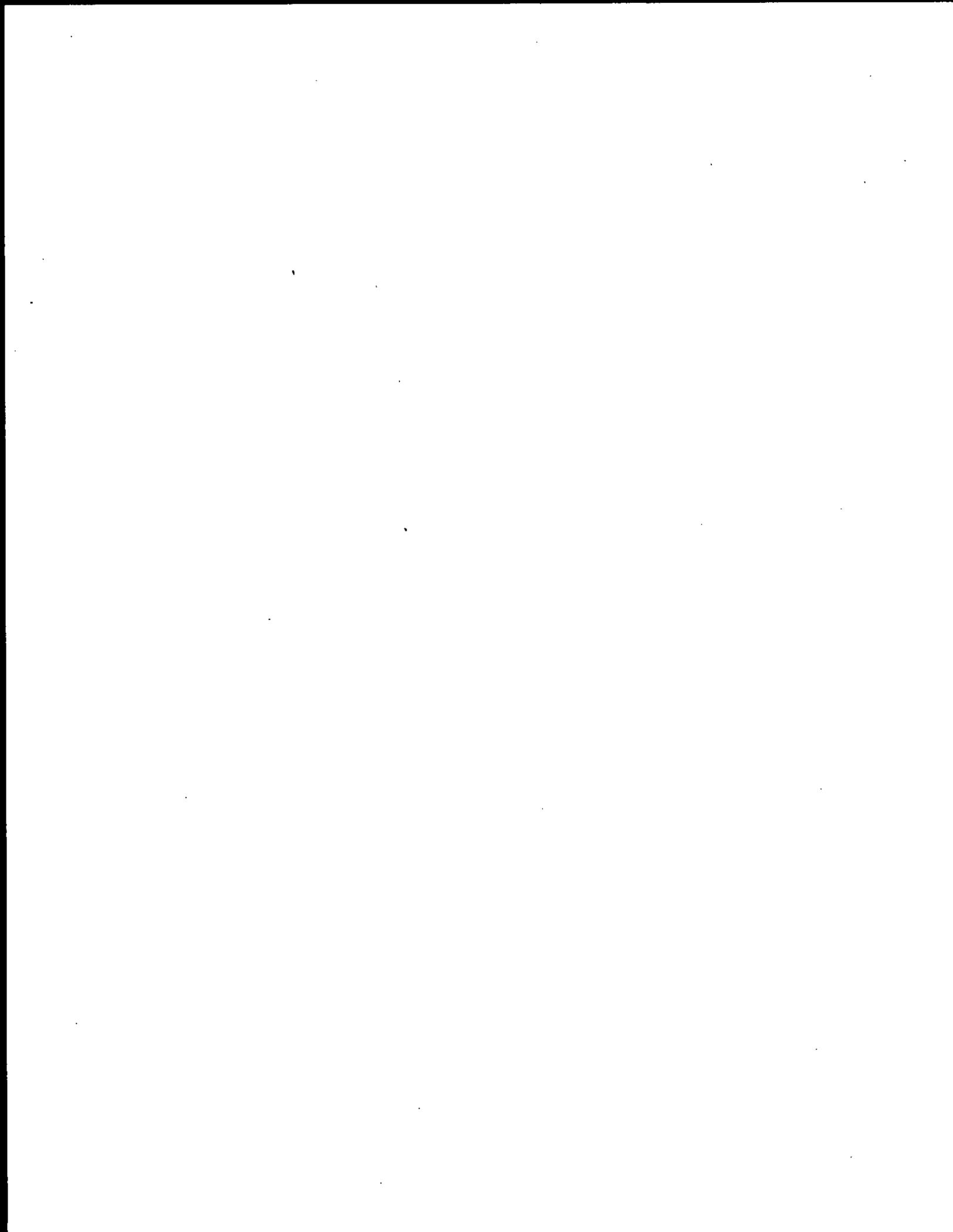
ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture		
2 - Construction/Project Management	X	
3 - Finance/Real Estate	X	
4 - Environment/Energy		
5 ^A Information Technology	X	
5 - Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)	X	
6 - Security/Public Safety	X	
7 - Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)	X	
8 - Diversity (including Military/Veterans)		



ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 2. Construction/Project Management
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: AECOM
Client Address (City & State): 999 W. Town + Country Rd., Orange, CA 92868
Client Contact Name/Phone #/Email Address: Jerry Premo/310-213-7926/jerry.premo@aecom.com
Title of Placement: VP Global Transit, Global Transportation Business Line *
Date of Placement: Sept. 2011

Placement #2

Client Business Name: AECOM
Client Address (City & State): 999 W. Town + Country Rd., Orange, CA 92868
Client Contact Name/Phone #/Email Address: Lee Sander/212-913-3066/elliott.sander@aecom.com
Title of Placement: VP, High Speed Rail Study + Development **
Date of Placement: September, 2011 Phase II

Placement #3

Client Business Name: AECOM/DWM Harris
Client Address (City & State): 999 W. Town + Country Rd., Orange, CA 92868
Client Contact Name/Phone #/Email Address: Jerry Premo/310-213-7926/jerry.premo@aecom.com
Title of Placement: VP, Canada
Date of Placement: October 2009

Placement #4

Client Business Name: AECOM/DWM Harris
Client Address (City & State): 999 W. Town + Country Rd., Orange, CA 92868
Client Contact Name/Phone #/Email Address: Jerry Premo/310-213-7926/jerry.premo@aecom.com
Title of Placement: VP Northern California Transit Market Sector
Date of Placement: _____

* Formerly Director/contracts Manager, London's East + London Line Project 2005-2009

** Formerly VP Taiwan High Speed Rail

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 3. Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: New Jersey Transit

Client Address (City & State): 1 Penn Plaza East, Newark, NJ 07105

Client Contact Name/Phone #/Email Address: Gwen Watson/973-491-8800/gwatson@njtransit.com

Title of Placement: Chief Financial Officer

Date of Placement: April 2009

Placement #2

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #3

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #4

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 5. Transportation
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Metro-North Railroad
Client Address (City & State): 347 Madison Ave., New York, NY 10017
Client Contact Name/Phone #/Email Address: Quida Gaillard/212-340/4910/gaillard@
Chief Information Officer mnr.org
Date of Placement: December 2010

Placement #2

Client Business Name: Massachusetts Bay Transportation Authority
Client Address (City & State): 10 Park Plaza, Boston, MA 02116
Client Contact Name/Phone #/Email Address: Justin Crawford/617-222-1651/jscrawford@
Chief Safety Officer mbta.com
Date of Placement: June 2011

Placement #3

Client Business Name: Capital Metropolitan Transportation Authority
Client Address (City & State): 2910 East 5th St., Austin, TX 78702
Client Contact Name/Phone #/Email Address: Norm Chafetz, Board Directors/512-331-9341/
Chief Executive Officer nchafetz@gmail.com
Date of Placement: June 2010

Placement #4

Client Business Name: California High Speed Rail Authority
Client Address (City & State): 925 L St., Sacramento, CA 95814
Client Contact Name/Phone #/Email Address: Red Diridon, Board Directors/408-924-7560/
Chief Executive Officer red.diridon@sjsu.edu
Date of Placement: June 2010

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 5. Transportation
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Valley Metro Light Rail
Client Address (City & State): 101 N First Ave., Phoenix, AZ 85003
Client Contact Name/Phone #/Email Address: Vice Mayor Tom Simplot / 602-296-6201 / tom.simplot@phoenix.gov
Title of Placement: Chief Executive Officer
Date of Placement: December 2009

Placement #2

Client Business Name: Rhode Island Public Transit Authority
Client Address (City & State): 705 Elmwood Ave., Providence, RI 02907
Client Contact Name/Phone #/Email Address: Jerry Williams, Board Directors / 401-254-3536 / jwilliams@rwa.edu
Title of Placement: Chief Executive Officer / Executive Director
Date of Placement: November 2010

Placement #3

Client Business Name: New Jersey Transit
Client Address (City & State): 1 Penn Plaza East, Newark, NJ 07105
Client Contact Name/Phone #/Email Address: Gwen Watson / 973-991-8800 / gwatson@njtransit.com
Title of Placement: Chief Financial Officer
Date of Placement: April 2009

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: SA Information Technology
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Metro-North Railroad
Client Address (City & State): 347 Madison Ave., New York, NY 10017
Client Contact Name/Phone #/Email Address: Quida Gaillard/212-340-4910/gaillard@mnr.org
Title of Placement: Chief Information Officer
Date of Placement: December 2010

Placement #2

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 6. Security / Public Safety
<INSERT CATEGORY/NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Massachusetts Bay Transportation Authority
Client Address (City & State): 10 Park Plaza, Boston, MA 02116
Client Contact Name/Phone #/Email Address: Justin Crawford / 617-222-1651 / jcrawford@mbta.com
Title of Placement: Chief Safety Officer
Date of Placement: June 2010

Placement #2

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 7. Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Capital Metropolitan Transportation Authority
Client Address (City & State): 2910 East 5th ST., Austin TX 78702
Client Contact Name/Phone #/Email Address: Norm Chafetz, Board of Directors/512-331-9341/
Title of Placement: Chief Executive Officer nchafetz@gmail.com
Date of Placement: June 2010

Placement #2

Client Business Name: California High Speed Rail Authority
Client Address (City & State): 925 L. ST., Sacramento, CA 95814
Client Contact Name/Phone #/Email Address: Rod Diridon, Board of Directors/408-924-7560/
Title of Placement: Chief Executive Officer rod.diridon@sjsu.edu
Date of Placement: June 2010

Placement #3

Client Business Name: Valley Metro Light Rail
Client Address (City & State): 101 N. First Ave, Phoenix, AZ 85003
Client Contact Name/Phone #/Email Address: Vice Mayor Tom Simplot/602-296-6201/
Title of Placement: Chief Executive Officer tom.simplot@phoenix.gov
Date of Placement: December 2009

Placement #4

Client Business Name: City of Pensacola
Client Address (City & State): 222 W. Main St., Pensacola, FL 32502
Client Contact Name/Phone #/Email Address: Mayor Ashton Hayward/850-435-1626/
Title of Placement: City Administrator ahayward@pensacola.ci.us
Date of Placement: July 2011

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 7. Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: ENO Transportation Foundation
Client Address (City & State): 1250 I ST. NW, Washington, DC 20005
Client Contact Name/Phone #/Email Address: Lillian Borrone/732-236-8314/lcbavon@
Title of Placement: President enof.com
Date of Placement: February 2011

Placement #2

Client Business Name: Logic Tree
Client Address (City & State): 4901 Telsa Dr., Bowie, MD 20715
Client Contact Name/Phone #/Email Address: Rick Stuntz/410-279-5772/rstuntz@
Title of Placement: Sr. Vice President Sales & Marketing logictree.com
Date of Placement: March 2009

Placement #3

Client Business Name: New Jersey Transit
Client Address (City & State): 1 Penn Plaza East, Newark, NJ 07105
Client Contact Name/Phone #/Email Address: Gwen Watson/973-491-8800/gwatson@
Title of Placement: Chief Financial Officer njtransit.com
Date of Placement: April 2009

Placement #4

Client Business Name: Rhode Island Public Transit Authority
Client Address (City & State): 105 Elmwood Ave., Providence, RI 02907
Client Contact Name/Phone #/Email Address: Jerry Williams, Board of Directors/401-254-3536/
Title of Placement: Chief Executive Officer/Executive Director jwilliams@
Date of Placement: November 2010 rwi.edu

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
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EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 7. Corporate Services
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Telvent
Client Address (City & State): 1390 Piccard Dr., Rockville, MD 20850
Client Contact Name/Phone #/Email Address: Larry Yermack/301-354-1364/larry.yermack@telvent.com
Title of Placement: VP Transit Business Development
Date of Placement: February, 2010

Placement #2

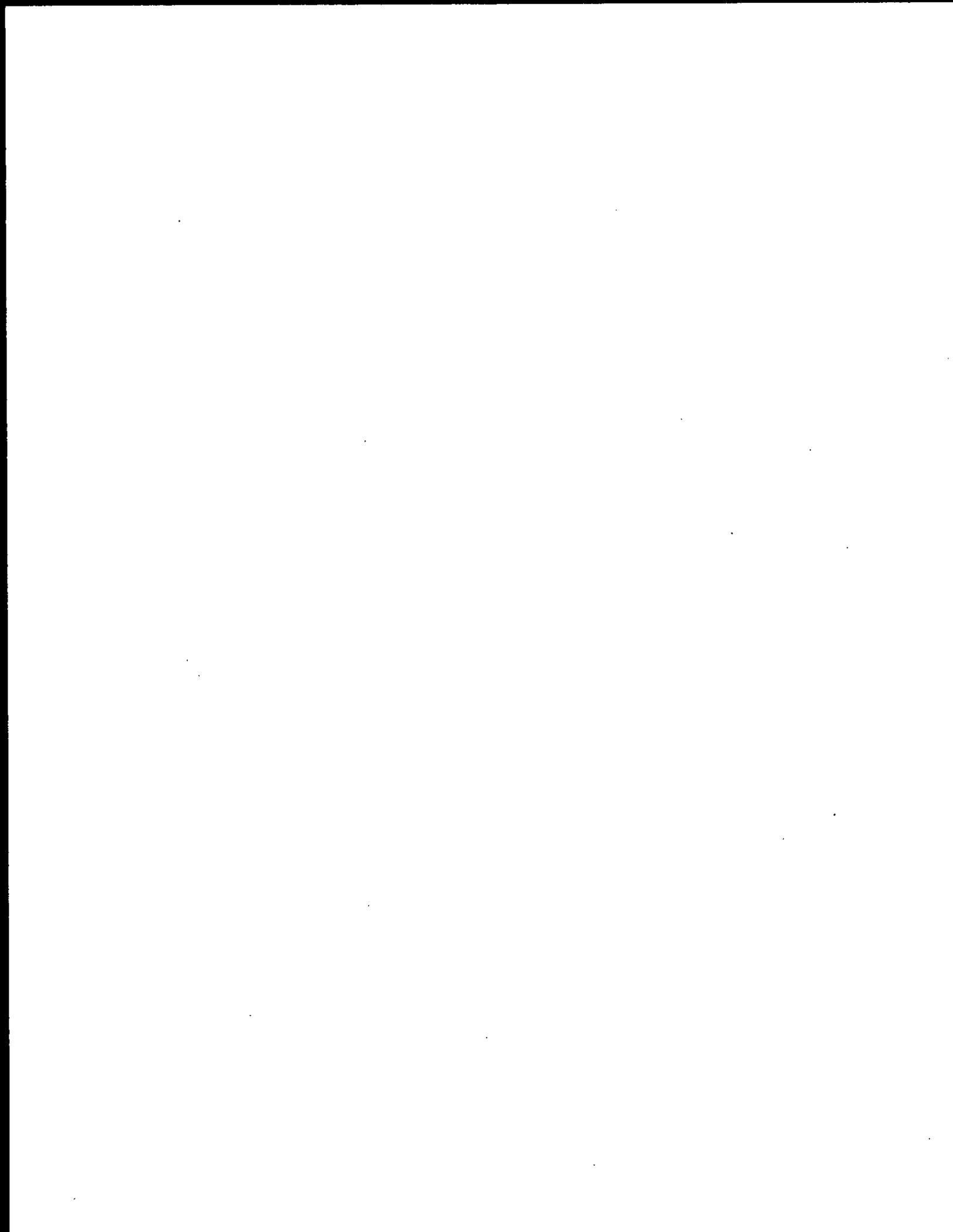
Client Business Name: Women's Transportation Seminar
Client Address (City & State): 1701 K St. NW, Washington, DC 20006
Client Contact Name/Phone #/Email Address: Margaret Mullins/202-955-5085/mmullins@wtsinternational.org
Title of Placement: Executive Director
Date of Placement: February 2010

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____



TAB E: PROPOSED MANAGEMENT APPROACH

Gilbert Tweed Associates, Inc. is a retained executive search firm founded in 1972. We are a woman owned and operated search firm and our policy has always been, and continues to be, hands-on involvement in the searches by one of the principals of the firm. Your searches will be handled by Stephanie L. Pinson, President, as the principal, working with William Halpin, Senior Research Associate, Transportation and Infrastructure, and Diane Earl as Executive Assistant to Ms. Pinson. During the course of the search, she will ensure that appropriate and sufficient resources are available for the successful conclusion of the search, and that the work proceeds in a timely manner. With her team, Ms. Pinson will interview and evaluate each candidate for inclusion in the pool of candidates. She will work with and supervise the activities of the search teams on all searches.

Since 1972, Gilbert Tweed Associates, Inc. has grown to a position of prominence in the search industry. We are a diverse group of individuals, and the firm does not discriminate as to race, creed, ethnicity or gender. Our attention to diversity in all business areas has resulted in a better than 40% ratio in the hire of female or minority executives.

Among our public sector clients are such cities, and public agencies as Port Authority of New York and New Jersey; City of San Francisco; City of Pensacola, Florida; City of Stamford, Connecticut; City of Seattle, and the Board of Trustees of the Presidio in San Francisco.

We are known as well for our highly developed Public Transportation search practice, in which our clients are most of the major transit agencies and their suppliers and consultants. Among these are California High Speed Rail; Capital Metro in Austin, Texas; Valley Metro Light Rail in Phoenix; Washington Metropolitan Area Transit Authority in Washington, DC; MTA New York City Transit; San Francisco MTA; New Jersey Transit; the City of Los Angeles; Massachusetts Bay Transportation Authority; Rhode Island Public Transit Authority; Metropolitan Atlanta Rapid Transit Authority; and Sacramento Regional Transit District and others as shown on our attached Transportation Fact Sheet.

Stephanie Pinson, President of Gilbert Tweed International, has been with the firm since 1981 and is a member of the Board of Directors. Her work with transportation, government, and industrial companies is global in nature, and she directs our Indian based offices in New Delhi, Bangalore and Mumbai. Ms. Pinson is the Director of GTI's Government Services, Transportation and Infrastructure practices, having consulted to large and small Authorities, transit and transportation providers including mass transit, aviation, ports and commuter railroads, and their consultants and contractors, as well as to the Departments of the Interior and Transportation. In all cases, she has created unique solutions to complex senior staffing problems within all functional areas.

Active in industry and community affairs, Ms. Pinson represents GTI at the American Public Transportation Association (APTA) where she served on the Executive Committee and is past Chair of the Business Member Board of Governors. Ms. Pinson was named APTA's

“Outstanding Business Member” and continues her activities in a variety of Board and Committee assignments for APTA. She serves on the Board of Directors of DRI Corp., a transit provider, and is a Trustee of the Mineta Institute. Ms. Pinson has served on the TOPS Committee, the policy maker and granting entity of the Transit Cooperative Research Program of the U.S. National Academy of Sciences, and is presently on the Advisory Committee of the Eno Transit Leadership Program. She is past President of the New Jersey Chapter of the International Association of Corporate and Professional Recruiters. Ms. Pinson is a frequent speaker on change management and leadership development, and in 2004 she was awarded the second annual Diversity Leadership Award given by the Women’s Transportation Seminar.

She is a graduate of Douglass College and qualified for, but did not complete, her Ph.D. at Rutgers University where she taught English Literature for several years.

Guarantee

Gilbert Tweed Associates, Inc. guarantees that individuals hired through our efforts will succeed and remain with you for at least one year from the date of hire. Should such an individual leave your service in less than one year through no fault of your own, we will reopen the search at no cost to the client except for out of pocket costs directly attached to the search.

References

<p>Dave Thomas Senior Vice President National Director of Rail & Transit Gannett Flemming 1900 Northwest 40th Court Pompano Beach, FL 33064-8718 (954) 224-9758 dthomas@gfnet.com</p>	<p>Celia Kupersmith Deputy Chief Executive Officer Sound Transit 401 S. Jackson St. Seattle, WA 98104 (206) 398-5037 Celia.kupersmith@soundtransit.org</p>
<p>Gwen Watson Board Secretary New Jersey Transit 1 Penn Plaza East Newark, NJ 07105 973-491-8800 gwatson@njtransit.com</p>	<p>Howard Permut President Metro-North Railroad 347 Madison Avenue New York, NY 10017 (212) 340-2500 permut@mnr.org</p>
<p>Allison deCerreño Program Director Port Authority of New York & New Jersey 1 Madison Avenue New York, New York 10010 (212) 435-4814 acdecerreño@panynj.gov</p>	<p>Lillian Borrone Chairman, Board of Directors Eno Transportation Foundation 1250 I Street, NW, Suite 750 Washington, DC 20005 (732) 236-8314 lcbavon@aol.com</p>

<p>Ouida Gaillard HR Business Partner Metro-North Railroad 347 Madison Avenue New York, NY 10017 212-340-4910 gaillard@mnr.org</p>	<p>Steve Banta Chief Executive Officer Valley Metro Light Rail 101 N. First Avenue Phoenix, AZ 85003 (602) 322-4455 sbanta@metrolightrail.org</p>
<p>Linda Watson Chief Executive Officer Capital Metropolitan Transportation Authority 2910 E 5th Street Austin, TX 78702 (512) 389-7403 linda.watson@capmetro.org</p>	<p>Ed Harrington General Manager San Francisco Public Utilities Commission 1155 Market St. San Francisco, CA 94013 (415) 554-0761 donna.hood@sfgov.org</p>
<p>Dave Turney Chairman and CEO DRI Corporation 13760 Noel Road Dallas, TX 75240 (214) 378-9429 davet@digrec.com</p>	<p>Dr. Beverly Scott General Manager/CEO Metropolitan Atlanta Rapid Transit Authority 2424 Piedmont Road NE Atlanta, GA 30324 (404) 848-5313 bscott@itsmarta.com</p>
<p>Mayor Ashton Hayward City of Pensacola 222 West Main St. Pensacola, FL 32502 (850) 435-1626 ahayward@ci.pensacola.us</p>	<p>Tom Simplot Vice Mayor, City of Phoenix 200 West Washington St. Phoenix, AZ 85003 (602) 296-6201 tom.simplot@phoenix.gov</p>
<p>Norm Chafetz Board of Directors Capital Metropolitan Transportation Authority 2910 E 5th Street Austin, TX 78702 512-331-9341 Nchafetz@gmail.com</p>	<p>Carter Rohan Former Deputy Director of Construction and Chief Operating Officer San Francisco MTA (650) 863-5979 crrtex@gmail.com</p>

GILBERT TWEED ASSOCIATES TRANSPORTATION PRACTICE FACT SHEET

- Firm has been in business for more than 25 years.
- Gilbert Tweed is a Woman Owned Business, owned and operated by Janet Tweed, Stephanie L. Pinson and Karen DelPrete.
- Prominent national specialty practices in public transit and transportation; federal, state and local government; public infrastructure; and corporate private sector search.
- Expertise in general management, operations, engineering, construction, transportation policy and planning, urban planning.
- Diversity: approximately 40% of our placements are women or minorities in senior positions.

TRANSIT CLIENTS INCLUDE:

AMTRAK (National Railroad Passenger Corp.)	MTA-Metro-North Commuter Railroad
Ann Arbor Transportation Authority	MTA-New York City Transit
Bay Area Rapid Transit District (BART)	New York Metropolitan Transportation Authority
Bi-State Development Agency	New Jersey Transit Corporation
California High Speed Rail Authority	Port Authority of New York & New Jersey
Capital District Transportation Authority (Albany)	Rhode Island Public Transit
Capital Metropolitan Transportation Authority	Sacramento Regional Transit District
Charlotte Area Transit Systems	San Francisco MTA
Delaware Department of Transportation	Southeastern PA Transportation Authority
Golden Gate Bridge, Highway & Trans. District	Transit Authority of River City (Louisville)
Los Angeles Metropolitan Trans. Authority	Triangle Transit Authority (Raleigh Durham)
Massachusetts Bay Transportation Authority	Triborough Bridge and Tunnel Authority
Metro Regional Transportation Authority (Akron)	Utah Transit Authority
Metropolitan Atlanta Rapid Transit Authority	Valley Metro Light Rail
Metropolitan Transit Authority (Houston)	VTA – Santa Clara Transit
MTA-Long Island Rail Road	Washington Metropolitan Area Transit Authority

The Practice includes search and consulting work for transit authorities, DOTs, infrastructure developers and constructors and government services (see below.)

CHIEF EXECUTIVE OFFICER/GENERAL MANAGER/EXECUTIVE DIRECTOR/CHIEF OPERATING OFFICER ASSIGNMENTS:

California High Speed Rail Authority: Chief Executive Officer
Washington Metropolitan Area Transit Authority: General Manager/Chief Executive Officer
San Francisco MTA: Executive Directors (twice), and Chief Operating Officer
MTA New York City Transit: Bus and Rail Chief Operating Officers
Sacramento Regional Transportation District: Chief Executive Officer/General Manager
Metropolitan Atlanta Rapid Transit Authority: General Manager (twice)
Rhode Island Public Transit Authority: Chief Executive Officer/Executive Director

Capital Metropolitan Transit Authority (Austin): GM/CEO (former and current)
Valley Metro Rail: Chief Executive Officer
Corpus Christi Regional Transportation Authority: Chief Executive Officer
Eno Transportation Foundation: President/Chief Executive Officer
Capital District Transportation Authority (Albany): Executive Director
City of Los Angeles: General Manager, Department of Transportation
Los Angeles Metropolitan Transportation Authority: Chief Operations Officer
Transit Authority of River City (Louisville): Executive Director
Delaware Department of Transportation: Director-Transit
Golden Gate Bridge, Highway and Transportation District: General Manager
MTA-Long Island Rail Road: Executive Vice President (Chief Operating Officer)
Presidio Trust: Executive Director, Chief Operating Officer
Ann Arbor Transportation Authority: Executive Director
Bi-State Development Agency (St. Louis): Executive Director (Light Rail)
Detroit Regional Transportation Authority: Chief Executive Officer
Peninsula Transportation (PENTRAN) (Hampton, VA): Chief Operating Officer
Triangle Transit Authority (Raleigh Durham, NC): Chief Executive Officer/General Manager

REPRESENTATIVE PUBLIC AGENCY/AUTHORITY ASSIGNMENTS

ANN ARBOR TRANSPORTATION AUTHORITY

Executive Director

BAY AREA RAPID TRANSIT

Executive Director External Relations (reports to General Manager)
Chief Mechanical Officer
Executive Manager, West Bay Extension
Assistant General Manager, Administration
Manager, Affirmative Action
Manager, Labor Relations
Manager, DBE

BI-STATE DEVELOPMENT AGENCY (ST. LOUIS)

Executive Director

CALIFORNIA HIGH SPEED RAIL AUTHORITY

Chief Executive Officer

CAPITAL DISTRICT TRANSPORTATION AUTHORITY

Deputy Executive Director
Executive Director

CAPITAL METROPOLITAN TRANSIT AUTHORITY (AUSTIN)

Chief Executive Officer
General Manager

CITY OF LOS ANGELES

General Manager, Department of Transportation

CHARLOTTE AREA TRANSIT SYSTEMS

Chief Procurement Officer

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

General Manager/Chief Executive Officer

DALLAS AREA RAPID TRANSIT

General Counsel

DETROIT AREA REGIONAL TRANSPORTATION AUTHORITY (DARTA)

Chief Executive Officer

DELAWARE DEPARTMENT OF TRANSPORTATION

Director
Director of Development

GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT

General Manager
Chief Engineer

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

Assistant General Manager, Construction & Engineering

LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY

Chief Operations Officer
Chief Construction Officer
Chief Information Officer
Director of Budget

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

Chief Safety Officer
Assistant General Manager for Systemwide Accessibility (former and in progress)
Chief Technology Officer
Assistant General Manager, Subway Transportation and Maintenance
Assistant General Manager, Construction and Engineering
Assistant General Manager, Subways
Director, Real Estate Management and Development

Senior Manager, Electrical
Senior Manager, Mechanical
Senior Level Consulting Project (for General Manager)

METRO REGIONAL TRANSPORTATION AUTHORITY (AKRON)
General Manager

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Assistant General Manager, Contracts, Procurement and Materials
General Manager (current and 1994)
Senior Vice President Operations
Vice President Technology and Systems
Vice President, Development
Vice President, Human Resources and EEO
Director of Bus Operations
Chief Information Officer

METRO-NORTH COMMUTER RAILROAD
Director of Workforce Development (in progress)
Chief Information Officer
Vice President, Human Resources
Director, Affirmative Action

MTA CAPITAL CONSTRUCTION CO. (NEW YORK)
Senior Vice President, East Side Access and 2nd Avenue Subway

MTA-LONG ISLAND RAIL ROAD
Executive Vice President (Chief Operating Officer)
General Manager, Market Development
Market Director

MTA - NEW YORK CITY TRANSIT
Director, Organizational Development & Training
Director, Labor Relations
Bus and Rail Chief Operating Officers
Senior Vice President, Subways
Chief Electrical Officer (responsible for Signals, Power Communications)
Chief Officer, Research & Development - Surface Transit
Senior Vice President, Surface Transit
Director, New Signal Technology
Director of Verification and Validation
Director of Software Acquisition
Deputy Director, Signal Systems and Train Control
Deputy Director, Applications Engineering and Software Development

Deputy Director, Mainframe Contract Management
Chief Officer, AFC Operations
Program Director, Control Center Modernization
Deputy Vice President, Medical Affairs
Deputy Vice President Training and Development

METROPOLITAN TRANSIT AUTHORITY (HOUSTON)

Director, Traffic Operations Center

NEW JERSEY TRANSIT CORPORATION

Chief Financial Officer
Deputy General Manager, Bus Operations
Auditor General - reports to Board of Directors

NEW YORK METROPOLITAN TRANSPORTATION AUTHORITY

Director of Pension Consolidation
Deputy Director of Real Estate (In Charge of Operations)
Director Risk Management
Assistant Director Market Research
Chief Technology Officer
Director of Affirmative Action - reports to Chairman
Director of Executive Development - reports to Chairman
Director of Human Resources
Director Facilities Management

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

General Manager, John F. Kennedy International Airport
Director of Engineering/Chief Engineer
Director-Airspace Redesign
Deputy Director of Procurement
Assistant Director Organization Effectiveness
Director of Financial Analysis
Assistant Chief Electrical Officer

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Chief Executive Officer/Executive Director

SACRAMENTO REGIONAL TRANSPORTATION DISTRICT

General Manager/Chief Executive Officer (twice)
Assistant General Manager of Planning and Transit System Development
Assistant General Manager of Engineering and Construction
Chief Executive Officer/General Manager

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY
Executive Director

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (MTA)
General Manager/Chief Executive Officer (twice)
Deputy Director of Finance, Budget and Grants
Deputy Director of Transportation Planning
Director of Taxi and Accessible Services
Chief Financial Officer
Deputy Director Construction
Deputy Director, Operations
Deputy Director, Finance/Administration

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
Director Medical Programs
Manager Benefits Planning and Administration
Medical Review Officer

TRANSIT AUTHORITY OF RIVER CITY (Louisville)
Executive Director

TRANSPORTATION CORRIDOR AGENCIES
Chief Financial Officer
Chief Engineer
Chief Toll Operations Officer

TRIANGLE TRANSIT AUTHORITY (New Start)
Chief Executive Officer/General Manager

UTAH TRANSIT AUTHORITY
Director of Light Rail Operations

VALLEY METRO RAIL
Chief Executive Officer

VTA-SANTA CLARA TRANSIT
Deputy Director, Transit Operations

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
Chief Engineer
General Manager/Chief Executive Officer
Chief Financial Officer
Director of Marketing
Director of Policy and Government Relations

Chief Engineering Officer
General Counsel
Assistant General Manager, Bus Operations
Assistant General Manager, Administration
Chief Information Officer
Labor Economist
Superintendent, Escalator/Elevator
Supervisor ATC Engineering
Manager of Benefits
Manager, EEO & Diversity Programs

TRANSPORTATION-RELATED CORPORATE PRIVATE SECTOR SEARCHES

AECOM (DMJM HARRIS)

Mega Project Program Manager (in progress)
Vice President, Mega Project Manager
National Director, Tunneling
Vice President, Canada
Vice President, Northern California, Transit Market Sector

ALSTOM TRANSPORTATION

Electrical Engineering Manager
Propulsion Systems Engineer
Senior Propulsion Systems Engineer

AMTRAK (National Passenger Railroad Association)

Deputy Director, Penn Station Redevelopment
Director, Business Services
Director, Commuter Rail Maintenance Facility
Assistant General Manager, Terminal Services, New York

CEMUSA

Manager of Operations
New Business Development Director
IT Manager
Professional Engineer

DIGITAL RECORDERS, INC.

Chief Financial Officer
Chief Operating Officer-North Carolina Operations
Vice President-General Manager – Twin Vision
Vice President/General Manager
Vice President-Sales and Marketing
President-DAC

Director, Operations –Twin Vision

GFI GENFARE

Director, Midwestern Sales Region

HNTB

Vice President, New York

Assistant Vice President, Business Development, West Coast Transportation

LIDLAW TRANSIT SERVICES, INC.

Project Manager

LTK ENGINEERING

Traction Power Engineers

MV TRANSPORTATION, INC.

General Manager, WMATA Operations

NEW FLYER INDUSTRIES

Director, North American Transit Sales

SIEMENS TRANSPORTATION SYSTEMS, INC.

Vice President/General Manager

Director of Manufacturing

SUMITOMO CORPORATION

Director of New Business Development

STV GROUP, INC.

Project Executive, Freedom Tower Construction

Deputy Project Executive, Freedom Tower Construction

Director of Design, Freedom Tower

SYSTRA CONSULTING

Chief Signals and Systems Engineer

THE WASHINGTON GROUP INTERNATIONAL

Executive Vice President, Infrastructure

Vice President, Eastern Region

Vice President, Northeast Region

Program Managers (3)

TRANSIT CENTER

Chief Operating Officer
Chief Financial Officer
General Counsel
Chief Business Development Officer

UNION SWITCH & SIGNAL

Vice President - Business Unit Manager, Signaling and Train Control
Director of Transit Marketing

VEOLIA TRANSPORTATION

Director, Corporate Rail Safety and Compliance

FOUNDATIONS AND NOT FOR PROFIT

AMERICAN PUBLIC TRANSPORTATION ASSOCIATION

Deputy Executive Vice President, Member Services
Deputy Executive Vice President, Human Resources

ENO TRANSPORTATION FOUNDATION

President/Chief Executive Officer (twice)

WOMEN'S TRANSPORTATION SEMINAR

Executive Director

OTHER GOVERNMENT SEARCHES

CITY OF PENSACOLA, FLORIDA

City Administrator

DEPARTMENT OF INDIAN AFFAIRS

Special Trustee for Indian Affairs, reports to the Secretary of the Interior

MARICOPA COUNTY, ARIZONA

Chief Technology Officer
Director of Transportation

THE PRESIDIO TRUST

Executive Director (reported to Presidential appointment, Congressional approval Board of Trustees)
Chief Financial Officer
Chief Operating Officer

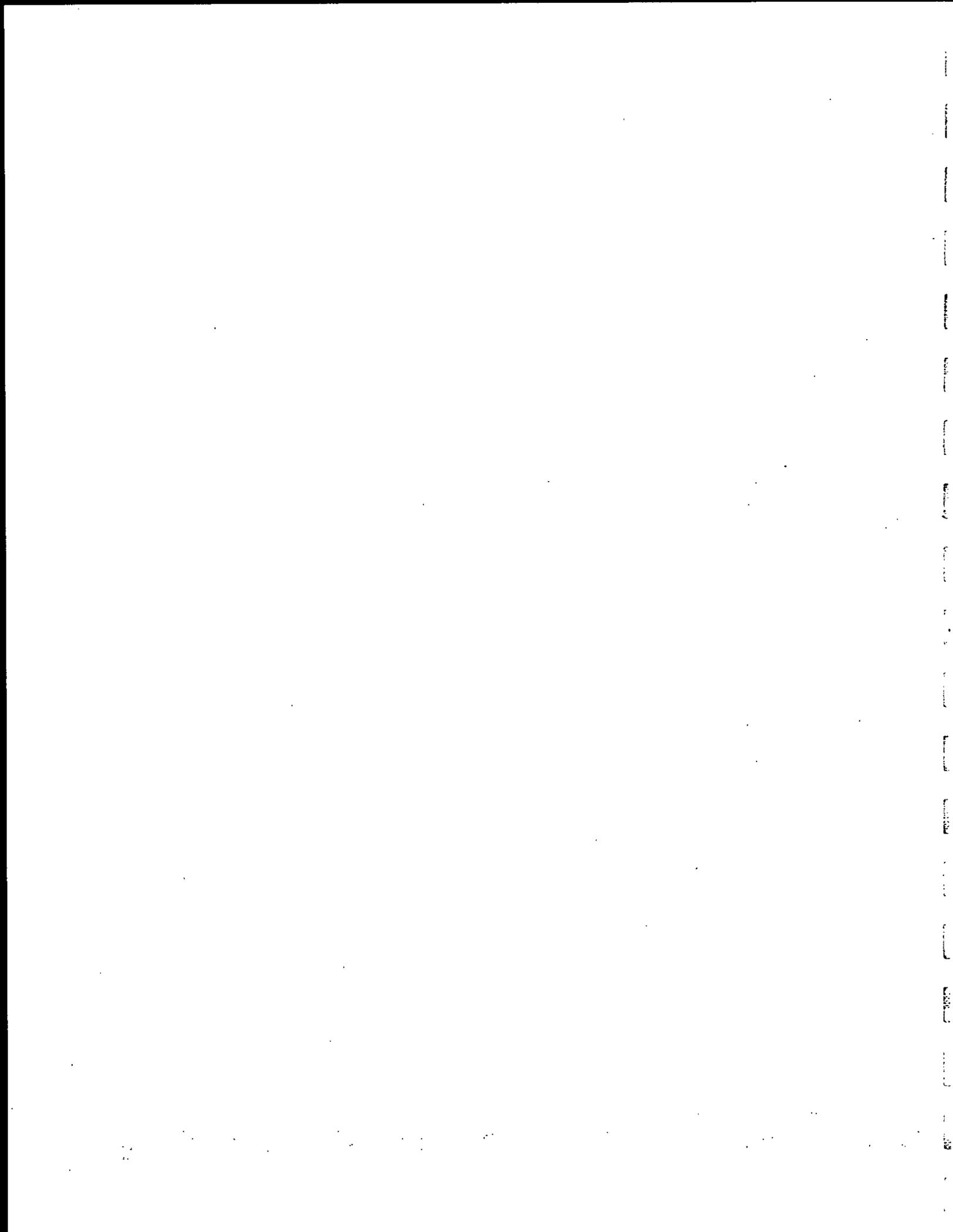
STAMFORD URBAN REDEVELOPMENT COMMISSION
Executive Director (2005 and 1995)

THE CITY OF SAN FRANCISCO
Director of Planning

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Deputy General Manager

NEW JERSEY SCHOOLS CONSTRUCTION CORPORATION
Chief Executive Officer

THE CITY OF SEATTLE
Planning Director



RESUME OF STEPHANIE PINSON

Gilbert Tweed Associates 1981 to Present
New York, New York

President 1996 to Present
Principal 1992 to 1996
Executive Vice President and Managing Director 1990 to 1992
Managing Director 1985 to 1990
Vice-President 1983 to 1985
Associate 1981 to 1983

Member of the Management Committee and a member of the Board of Directors, responsible for the overall management of Gilbert Tweed Associates and for Corporate Human Resources Management. Head practitioner for the firm's Transportation and Government Services Practices.

Rieger Real Estate 1977 to 1980
Boulder, Colorado

Director of Relocation Services
Licensed Real Estate Salesperson

Rutgers, The State University 1975 to 1976
New Brunswick, New Jersey

Instructor in English Literature 1976
Teaching Assistant 1975 to 1976

Prior to 1975, Homemaker

Education:

M.A., English Literature, Douglass College, Rutgers, The State University of New Jersey, 1975
Completed coursework and qualified for the Ph.D.

B.A., English Literature, Douglass College, Rutgers, The State University of New Jersey, 1973

Affiliations:

- American Public Transit Association: Past Chair Business Member Board of Governors: Past Vice Chair Business Members and Business Members at Large, APTA Executive Committee; Member By-Laws Review Committee; Member of Chairman's Council on Diversity; Member of Women in Transit; Keynote Speaker; Blue Ribbon Panel on Workforce Development
- DRI Corporation Research Triangle Park, North Carolina and Dallas, Texas
- Mineta Institute

Resume of Stephanie Pinson

- Eno Transportation Foundation
- NTI Advisory Board
- American Public Transportation Foundation
- Advisory Board, Women's Transportation Seminar (WTS) of Greater New York
- Advisory Board, National Transit Institute
- TOPS Committee, leadership role in the creation of the NCHRP "Benchmarking Study of Diversity in the Transportation Industry" and member of the New Paradigms Panel where my goal was to continue the effort to explore the status of our workforce, the challenges we face in technology and training for our people, and ways to ensure adequate leadership and succession in the industry.

Faculty:

- Eno Leadership Development Program
- NTI Management Training Program
- Advisory Board, APTA Transit Directors Education Program

Awards:

- APTA Outstanding Business Member, 2001
- WTS Second Annual Diversity Leadership Award, 2004

RESUME OF WILLIAM HALPIN

Gilbert Tweed Associates
New York, New York

2010 to Present

Senior Director of Research

- Manage GTA recruiting research function.
- Perform all research and sourcing functions from manager to President levels.
- Use excellent interviewing and communication skills to screen and recommend candidates most suited for client's corporate culture.

Curry Company
Mount Vernon, New York

1993 to 2010

Managing Director

- By concentrating on cold calling and business development, built this executive recruiting company into a successful business serving Fortune 500 corporate clients.
- Skilled at internet sourcing and print and internet advertising.
- Familiar with general human resources and organizational development issues.

Retail Marketing Services
Darien, Connecticut

1992 to 1993

Director of Sales

- Start up software firm specializing in targeted database marketing for supermarkets.
- Signed first national chain, Safeway Stores.

DecisionBase Resources
New York, New York

1991

- Sold leading edge, micromarketing services to retail prospects for this start-up joint venture between Young & Rubicam and ADVO-System, Inc. Closed and implemented the first database marketing project for Pizza Hut's Delivery and Carry-Out Units in North Atlantic Region.

Citicorp POS Information Services
Stamford, Connecticut

1986 to 1991

Vice President, Director of Retail Marketing Services

- As the fifth professional hired into this new venture under Citicorp's Information Business, was instrumental in formulating and selling the concept of electronic database marketing to the supermarket industry. All "Frequent Shopper" and

Resume of William Halpin

"Customer Card" programs currently used by supermarket retailers derive from this initiative.

- After personally selling the vision of database marketing to six major supermarket chains, recruited and built a national sales organization of fifteen professionals to execute the expansion strategy. The team ultimately established relationships with 26 chains and collected "customer identified scanner data" from 625 stores. The department budget was \$1.2 million.
- Directed all marketing efforts for the retail side of the business. Instrumental in service and promotion design and development. Produced all marketing literature, sales presentations and materials. Directed participation in all trade shows, e.g. the 1990 Food Marketing Institute Convention had a task force of 35 people and budget of \$400,000.

Diebold Incorporated
New York, New York

1982 to 1986

Director of Major Accounts, Retail Markets

Marketing Manager, Retail Products

Account Manager, Electronic Products

The BankWire
New York, New York

1976 to 1982

Vice President of Marketing

Citibank, N.A.
New York, New York

1970 to 1976

Senior Account Officer

United States Navy

1966 to 1970

Lieutenant

Education:

M.B.A., Marketing, New York University, 1989

B.A., Economics, Union College, 1966

B.S., Mechanical Engineering, Union College, 1966

TAB F: TECHNICAL APPROACH AND METHODOLOGY

Stephanie L. Pinson, President will serve as Assignment Manager. She will maintain close contact, in person and by telephone, with the appropriate Port Authority of New York and New Jersey staff and/or designates. Diane Earl will support her as Administrative Assistant.

Once engaged for an assignment Ms. Pinson and the Gilbert Tweed Associates, Inc. team will be available twenty-four hours a day, seven days a week until completion of the projects. They will also maintain close ongoing contact with the Port Authority of New York and New Jersey during the successful candidate's first year of employment.

During the searches we will accomplish the following:

- Develop a Position Profile for the position. In consultation with the appropriate officers, we will prepare a comprehensive Recruitment Profile for the position which includes information about the client, the position, the desired qualifications and attributes of candidates and the evaluation criteria established by the Port Authority of New York and New Jersey. The profile, which will be seen by potential candidates, is to be written in an attractive mode to pique interest and successfully market the position to candidates who might not otherwise respond.
- Design an evaluation and selection process to include selection and assessment techniques to be discussed and devised in consultation with appropriate officials; criteria for assessment, screening and selection.
- At the direction of the Port Authority of New York and New Jersey's project manager, meet with all appropriate officials, including, but not necessarily limited to the, the hiring manager, local peers and others who might have knowledge important to the success of the search.
- Launch an intensive research program to identify and target authorities, companies and specific individuals likely to meet candidate specifications.
- Contact and interview prospects to gauge their qualifications and interest in the position. We will then introduce those candidates to the appropriate Port Authority of New York and New Jersey staff that we believe can best perform the jobs as specified.
- Present resumes and supporting narrative documents on all candidates selected for interviews.
- Conduct progress meetings with the appropriate Port Authority of New York and New Jersey individual and designated staff to report, analyze and strategize the steps necessary to complete the engagement in the most expeditious manner.

- Provide a diverse pool of qualified candidates.
- Complete detailed reference and background checks of the candidates the Port Authority of New York and New Jersey has interviewed, and counsel them on the selection of the primary candidate.
- Provide, at the Authority's request and for an additional fee, special, private investigative service reports with detailed information on the candidate(s) relative to credit history, Department of Motor Vehicles information regarding any DWI's or moving violation convictions, and any criminal convictions within the county of residence and the county of current employment.
- Assist with salary negotiations and participate, to the extent desired by the client, in presenting the offer to the final candidate.
- Assist in the entry of the candidate into the Port Authority of New York and New Jersey.

Time Line

In executive search work it is extremely difficult to estimate with any precision the length of time needed to successfully complete an engagement of this nature. Based on our experience, we estimate it can take approximately 12 weeks to complete.

This time line assumes a period of approximately twelve weeks to completion of the search. This is dependent upon availability of Port Authority of New York and New Jersey staff, and candidate availability for interviewing and for intermittent project conferences. It is always our goal and our desire to complete searches as quickly as possible, but we are not able to guarantee weather, scheduling and personal delays outside of our control.

During the search we will accomplish the following:

Week #1

- Conduct interviews with the appropriate executives, appropriate Authority personnel and others who may cast light on the search process and candidate requirements; senior officials and staff to develop a position description and discuss the desirable training, experience and personal characteristics of candidates. We will also talk with other stakeholders in the community, at the Authority's discretion and recommendation, to further our understanding of the candidates you seek. We have found that individual interviews are most effective in eliciting subtle nuances.

- Append to the Port Authority of New York and New Jersey created position descriptions any required modifications, including our impressions and understanding of the cultural, social and political atmosphere prevailing within the Authority. This document forms the basis for the searches and should be viewed as a working document. It will include specific duties, reporting relationships; required educational experience levels and define compensation and benefits. It will also define desired attributes and expertise to be used as recruiting and hiring criteria.
- Establish in advance firm interviewing dates by which we will have ready appropriate candidates for Port Authority of New York and New Jersey review.

Weeks #2-4

- Launch an intensive research program to identify specific qualified individuals. We rely on our own recruiting efforts, our experience and our contacts. We will work through our **APTA, ICMA, AAPA, DOT, FRA, FTA, COMTO**, relationships as well as prepare appropriate organization charts of target agencies and companies. We expect to draw into our searches talent from both public and private sector as appropriate to the particular position. We will also work with appropriate ethnic networking organizations to enrich the candidate pool. Among these are: Women in Transit, the Women's Transportation Seminar, Concerned Black Executives, Association of Black MBA's, The E.D.G.E.S Group, The National Forum for Black Public Administrators, 100 Black Men, Black Enterprise, The Black Collegiate and Howard University as well as LA RAZA and other Hispanic networks. We will also use our networks into a variety of other female and minority organizations.
- Develop the selection process in consultation with the appropriate Port Authority of New York and New Jersey staff.
- Develop screening criteria and prepare screening matrix.
- Meet with the appropriate officials personally to describe our findings.
- Contact those individuals whose qualifications most closely match the position description and encourage them to become candidates: We will examine their qualifications and achievements in relation to the position specifications and culture of the region and the Port Authority of New York and New Jersey.
- After our initial report, together we will select candidates for in depth face-to-face interviews by Gilbert Tweed Associates, Inc. Expanded resumes and commentaries evaluating the candidates will be presented to you. We will help arrange, for leading candidates, the travel arrangements for the interviews.

- Schedule and arrange interviews for first round of candidates.

Weeks #4-6

Ongoing

- Conduct regular progress meetings with the appropriate Port Authority of New York and New Jersey staff. We provide information in our reports that allows you to be fully informed and, therefore, able to provide guidance to us in the evaluation of potential candidates. We will discuss your reactions to leading candidates so as to set strategies for timely closing.
- Check references and prepare written summaries for your inspection.

Weeks #6-8

Conclusion

- Assist in negotiating the terms and conditions of employment of the final candidate and assist in the entry of the new employee into the Port Authority of New York and New Jersey.

Ongoing

- Maintain close contact with the appropriate individuals and with the new employee to insure proper assimilation and communication.

In addition, Gilbert Tweed Associates, Inc. will:

- Work with the appropriate Port Authority of New York and New Jersey staff to turn the search into a team effort and reconcile differences among factions.
- Contact and gain the interest of individuals who would not ordinarily respond to advertisements or nominations.
- Where the Authority or others qualified to do so has identified internal candidates for the position, we recommend that those candidates also be included in the search process. At your request, we will contact and set up interview appointments with these individuals.
- Objectively assess the qualifications and suitability of all candidates for the position.
- Work successfully with the appropriate managers or designees.
- Contact and evaluate the qualifications of every possible candidate nationally,

internationally or locally.

- Develop organizational charts at target institutions to ensure that all potential candidates are identified.



TAB G – FEE INFORMATION

Our fees are based on 30% of the first year's annual earnings (base salary plus an estimate of incentives, which include bonus, signing bonus, commissions, etc.) Our minimum fee is \$45,000. It is possible, also, to arrange a fixed cost contract if that serves you better.

Our fees are paid in three installments. The first installment of our professional fee shall be due and payable at the time you execute the contract. Upon our receipt of a signed contract, we shall promptly invoice you. The second and third installment of our professional fee shall be due and payable, respectively, at the end of the first and second months of the engagement.

If for any reason within four weeks you should cancel the engagement, only those fees billed to date will be due and payable. However, if the engagement is cancelled after four weeks, Gilbert Tweed Associates, Inc. will be paid the balance of its fee in full.

In addition to professional fees, our billing statements include reimbursable expenses normally incurred in the conduct of the work. Billable expenses will include five percent of the monthly retainer during the conduct of the search for administrative expenses ordinarily incurred in the course of our business such as telephone, database services, postage, messenger services; these will be categorized as Indirect Expenses on our invoice. Direct Expenses will include reimbursement for consultant travel and other associated expenses. Whenever possible, consultant travel will be combined with other search work and apportioned appropriately between clients. Candidate travel and interview expenses incurred during the course of the search assignment will be sent to you directly.

An additional retainer fee will be requested if someone in your organization authorized to do so initiates a substantive change in the candidate specifications, or when, through no fault of ours, events in your organization significantly disrupt or prolong the engagement.

Lastly, our search engagements occasionally identify individuals whom our clients consider to be ideal candidates for a position other than that specified in the assignment. If such an individual is brought to your attention as part of this engagement and you choose to hire that person, Gilbert Tweed Associates Inc. will be entitled to a fee equal to 30% of the first year's annual earnings (base salary plus an estimate of incentives). This fee shall be due and payable as of the employment date of such an individual.

All bills are due and payable upon presentation, and the payment of fees and expenses is not contingent upon the placement of a candidate.

TAB H

Gilbert Tweed Associates, Inc. has no affiliates.

TAB I

There is no conflict of interest

TAB J

There are no exceptions

The Port Authority of New York and New Jersey

Response to Request for Proposal (RFP) Performance of Expert Recruitment Services for Executive and Mid-Level Staff

Submitted

By



www.makrotech.com

One Washington Park, Suite 1303, Newark, NJ 07102

Offices: PA, IL, CA

Prop Number	130302-0921NYNJ
Client Opportunity Number	RFP Number 25881
Version	1
Due Date & Time	2:00 PM on Wednesday, September 21, 2011

The Port Authority of New York and New Jersey

Response to Request for Proposal (RFP) Performance of Expert Recruitment Services for Executive and Mid-Level Staff

Submitted

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Prop Number	130302-0921NYNJ
Client Opportunity Number	RFP Number 25881
Version	1
Due Date & Time	2:00 PM on Wednesday, September 21, 2011

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Makro Technologies, Inc

(Company)


(Signature)
Sr. Manager

(Title)
09/19/11

(Date)

ATTACHMENT C

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):
MAKRO TECHNOLOGIES, INC
2. Business Address (to receive mail for this RFP):
ONE WASHINGTON PARK,
SUITE 1303, NEWARK, NJ 07102
3. Business Telephone Number: 973-481-0100 Ext 3100
4. Business Fax Number: 973-481-1020
5. Firm website: WWW.MAKROTECH.COM
6. Federal Employer Identification Number (EIN): Ex. 1
7. Date (MM/DD/YYYY) Firm was Established: 10/01/1996
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
- NA -
9. Officer or Principal of Firm and Title:
KIRAN ANKEM Sr. MANAGER
10. Name, telephone number, and email address of contact for questions:
MANDHAR SAMUEL (PROPOSAL ANALYST (GOVERNMENT))
973 481 0100 EXT 3100 mandhar.samuel@makrotech.com
11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

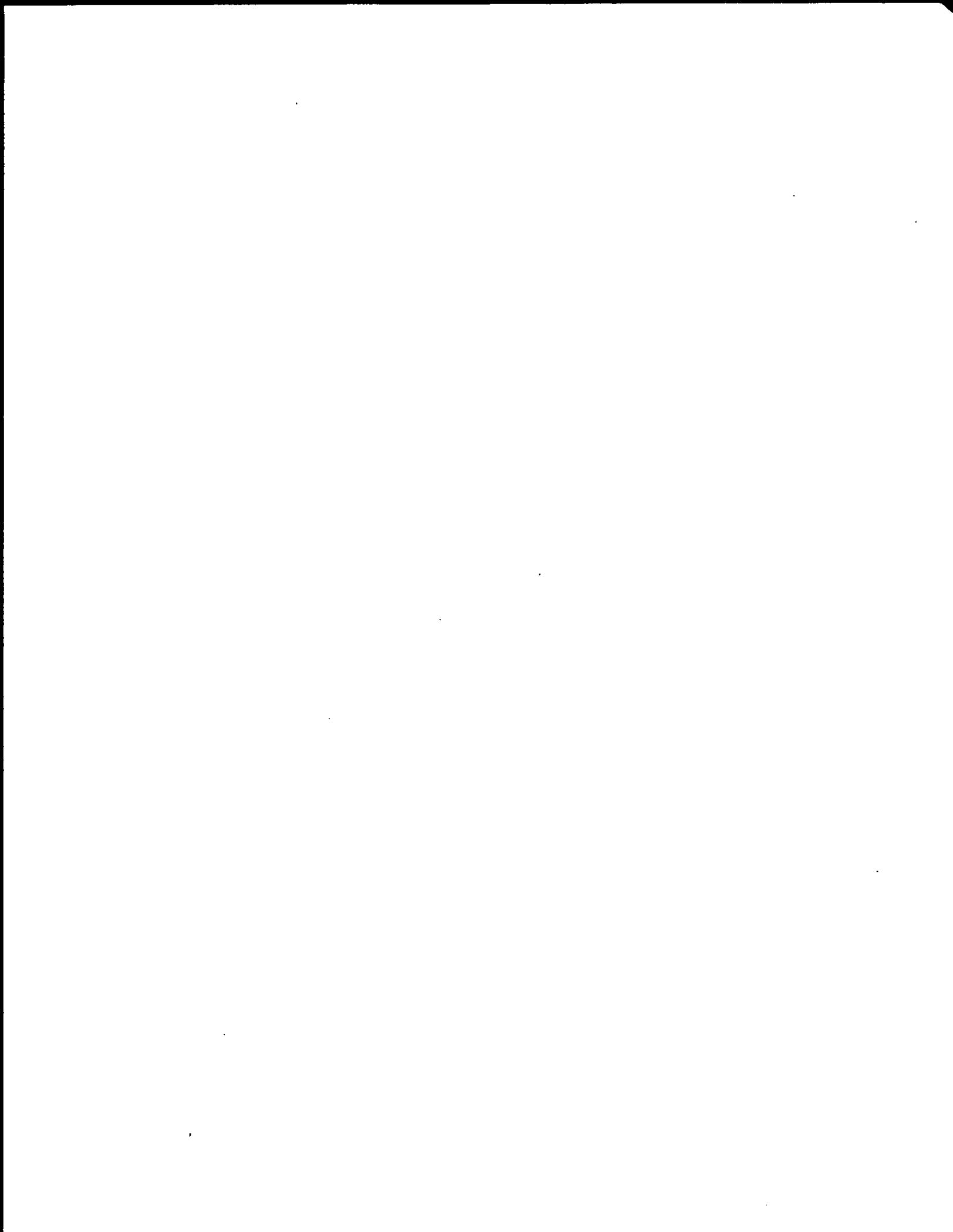
ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture	✓	✓
2 - Construction/Project Management		
3 - Finance/Real Estate	✓	✓
4 - Environment/Energy		
5 - Information Technology	✓	✓
5 - Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)		
6 - Security/Public Safety		
7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)	✓	✓
8 - Diversity (including Military/Veterans)	✓	✓



ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: (5) INFORMATION TECHNOLOGY + OTHERS
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: BAYER
Client Address (City & State): 8500 W. BAY ROAD, BAYTOWN, TX, 77520
Client Contact Name/Phone #/Email Address: SARA SCAFF, 412 777 2156,
Title of Placement: CENTRAL MAINTENANCE SCHEDULER scara.scaff@bayer.com
Date of Placement: 05/12/2011

Placement #2

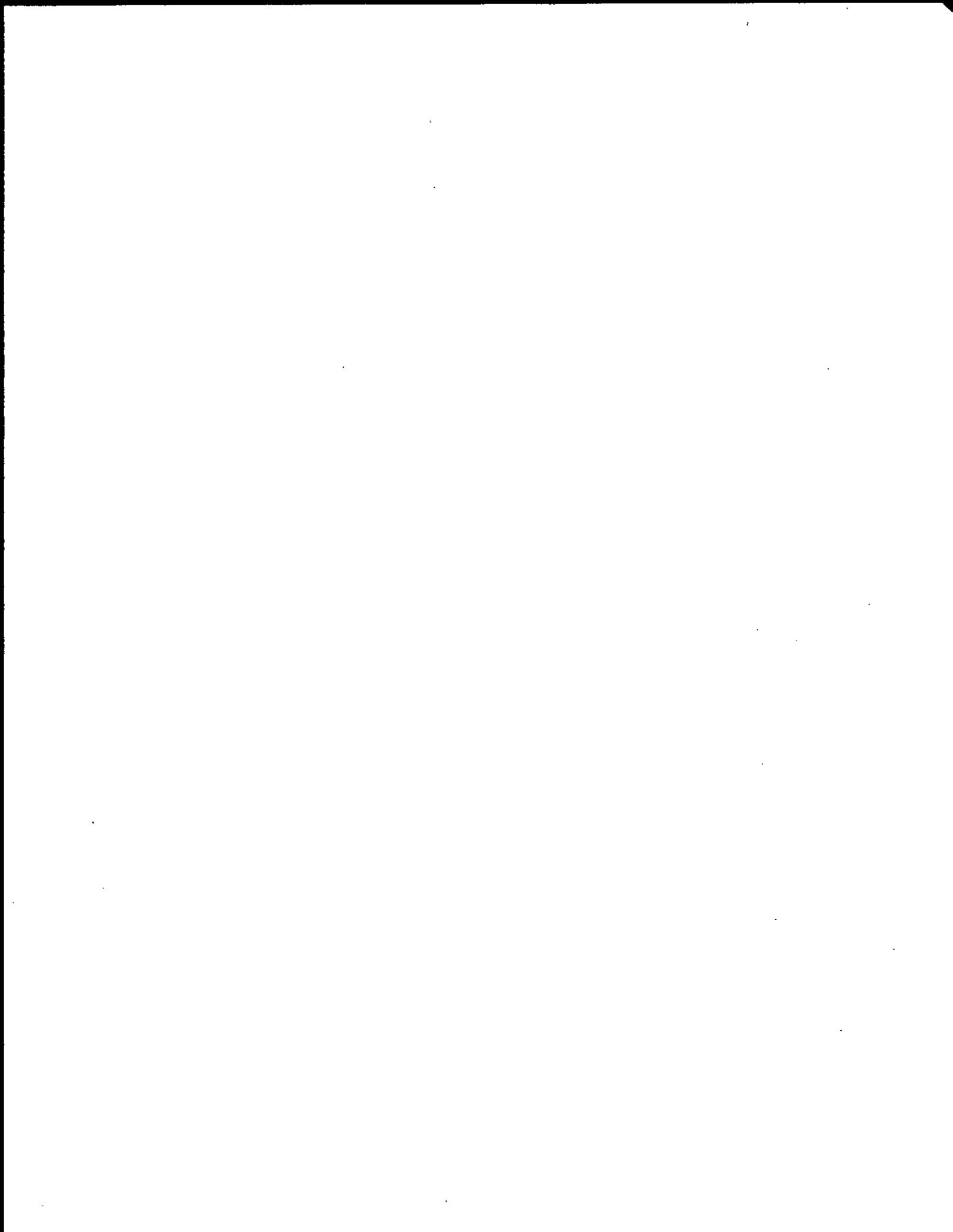
Client Business Name: BAYER
Client Address (City & State): 17 ROCKLAND TERRACE, SUFFERN, NY, 10901
Client Contact Name/Phone #/Email Address: SARA SCAFF, 412 777 2156,
Title of Placement: PROGRAM MANAGER scara.scaff@bayer.com
Date of Placement: 11/02/2010

Placement #3

Client Business Name: BAYER
Client Address (City & State): 17 ROCKLAND TERRACE, SUFFERN, NY, 10901
Client Contact Name/Phone #/Email Address: SARA SCAFF, 412 777 2156
Title of Placement: CLINICAL DATA MANAGEMENT scara.scaff@bayer.com
Date of Placement: 06/15/2010

Placement #4

Client Business Name: DOCTORS UNITED INC
Client Address (City & State): 176 GRAND STREET, WHITE PLAINS, NY 10601
Client Contact Name/Phone #/Email Address: PATRICIA HOWE, 914 328 8077,
Title of Placement: THERAPIST personnel@allmd.us
Date of Placement: 09/26/2011



ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: (5) INFORMATION TECHNOLOGY + OTHERS
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: SMITH AND NEPHEW, INC
Client Address (City & State): 1450 BROOKS ROAD, MEMPHIS, TN 38116
Client Contact Name/Phone #/Email Address: MICHELE MCCURRACH, 800 812 5700
Title of Placement: SHARE POINT DEVELOPER / michele.mccurrach@
Date of Placement: 11/3/2010 smith-nephew.com

Placement #2

Client Business Name: PSE 46
Client Address (City & State): 80 PARK PLAZA, NEWARK NJ 07102 FLOOR T2
Client Contact Name/Phone #/Email Address: MELISSA LIMA, 973 430 2910
Title of Placement: CAD DRAFTER melissa.Paladini-lima@pseg.com
Date of Placement: 12/7/2010

Placement #3

Client Business Name: STARWOOD HOTELS & RESORTS
Client Address (City & State): 1133 WESTCHESTER AVE, WHITE PLAINS, NY 10604
Client Contact Name/Phone #/Email Address: SALLIE STELTER, 914 640 8256
Title of Placement: FINANCIAL BUSINESS ANALYST. sallie.stelter@starwoodhotels.com
Date of Placement: 1/9/2011

Placement #4

Client Business Name: SIEMENS MEDICAL SOLUTIONS USA, INC
Client Address (City & State): 51 VALLEY STREAM PARKWAY, MALVERN, PA 19355-1406
Client Contact Name/Phone #/Email Address: MARK LOWERY, 610 219 9012
Title of Placement: JAVA PROGRAMMING on SOARIAN FINANCIAL APPS mark.lowery@siemens.com
Date of Placement: 1/20/2011



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Makro Technologies Inc,
One Washington Park, Suite 1303,
Newark, NJ 07102.

Mary Lou K. Rivera
Principal Contract Specialist
Professional, Technical and Advisory Services Division
Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010

Makro sincerely appreciates the opportunity to participate in this RFP and is delighted to respond with a proposal, we are confident that we will add significant value to The Port Authority of New York and New Jersey in this response.

The accompanying proposal provides an extremely comprehensive response to all the requirements mentioned in the RFP by the Port Authority.

The undersigned hereby acknowledges the receipt, review and use of all the information published in the (RFP- #25881) and its addendums to develop a response and submit back the same to The Port Authority of New York and New Jersey.

Printed Name: Kuan-An Chen

Signature: 

Title: Sr. Manager

Signed under seal this 19th day of September, 2011.

Addenda Acknowledgement

We have reviewed the ADDENDUM published to become a part of this solicitation (**RFP 25881**). We have complete understanding of the information published and acknowledge the receipt and review of the addendums and additional information published.

Addendum No. I

Published on Date
September 6, 2011

Name: Khan Aklem

Title: Sr. Manager

Date: 09/19/11

EXECUTIVE SUMMARY

Based on our 15 plus years Experience supporting Fortune 1000 companies and Government organizations, we are confident that we will add significant value to The Port Authority by leveraging our proven multi-location based, global recruiting, fulfillment and account management methodology.

Our industry experience in Government, Defense, Healthcare, LifeSciences, IT & Engineering makes us unique amongst the Staffing and Services Providers for The Port Authority. Headquartered in NJ and having branch locations that are strategically placed in PA, IL & CA to support clients in all locations across USA. We know the geography, we know the temporary resources community and we know how to attract, recruit, hire and retain the best resources in support of our clients. We made a significant commitment and investment in support of staff. Our dedicated staffing team focuses exclusively on recruiting most qualified candidates for our clients. We gained significant experience in sourcing for skill sets across a broad range of technologies and geographies for our clients.

Makro currently provides staffing services to global companies and government agencies such as: Northrop Grumman, SAIC, CSC, PSEG, Starwood hotels and Resorts INC, State of NJ, State of VA, State of PA, State of NC, 25+ local/national Hospitals, Accenture, Deloitte, Sprint/Nextel, Nokia, T-Mobile, Pfizer, AstraZeneca, Genentech, Abbott, Medtronic, DTE, and several other State and Federal agencies. We deliver superior Staffing expertise to some of the world's best companies. We have been providing exceptional client services to them by developing standard hiring practices and a streamlined process to introduce qualify and engage the IT, Professional & Admin staff with relevant experience.

We are unique and strategically qualified to partner with the The Port Authority in support of your initiatives. We believe our approach and customer focused teams to be unique as well as offering unparalleled opportunities for the The Port Authority to realize additional cost efficiencies coupled with improved service metrics. We combine business domain knowledge with technology competence and proven methodologies to deliver high quality results in a cost-effective manner to maximize your competitive advantage and productivity.

In support of the strategic decision of implementing a new system Makro will involve all its functional, appropriateness and adaptability experience to solve the problems and overcome the barriers, so it presents an interesting and challenging road towards the project completion.

Awards & Recognitions:

- Makro is a 3-time INC 5000 company for 2007/2008/2009
- Makro is a 3-time FAST 500 technology firm in USA for 2005/2006/2007(awarded by Deloitte)
- Makro is a 3-time FAST 50 technology firm in NJ for 2005/2006/2007(awarded by Deloitte)
- Makro is NJ Finest for 2008(by NJBIZ)
- Circle of Excellence" Recognition for 2010(by Merchant Circle)
- Top Technology Consultants in 2010 (by NJBIZ)

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Makro's Support and Quality Assurance Resources.

The Promise of Customer Service

Our primary focus is total customer satisfaction. In the course of many projects, there are times when all does not go as planned. Through our customer service and quality assurance methodology, which focuses on early issue recognition, we use a proven successful approach to containing possible problems before they get out of control. Namely to improve transparency, consistency, comparability, completeness, and confidence everyone can provide outstanding service when things are going well; Makro strives to provide outstanding service both when things are going well and especially when they are not.

Our Quality Control system is designed to:

- ✓ Provide routine and consistent checks to ensure data integrity, correctness,
- ✓ and completeness
- ✓ Identify and address errors and omissions
- ✓ Document and archive inventory material and record all QC activities.

Our QC activities also include general methods such as accuracy checks on data acquisition and calculations and the use of approved standardized procedures, calculations, estimating uncertainties, archiving information and reporting.

Higher tier QC activities include technical reviews of source categories, activity and data, and methods.

Quality Assurance (QA) activities include a planned system of review procedures conducted by subject matter experts for the compilation/development process.

Reviews are conducted by professionals until the satisfactory results achieved.

The implementation of QC procedures.

Reviews verify that data quality objectives are met, and ensure that the best possible results with the current state of technical knowledge and data available, and support the effectiveness of the QC Program.

Before implementing QA/QC activities, it is necessary to determine which techniques should be used, and where and when they will be applied. There are technical and practical considerations in making these decisions

The focus of general QC techniques is on the processing, handling, documenting, archiving and reporting procedures.

Documentation, Archiving and Reporting

- ✓ Compliance with project requirements
- ✓ Technical accuracy and adequacy.
- ✓ Compatibility with other associated project documents.
- ✓ Compliance with previous review comments

Functional Quality Management Programs

Total Quality Management Programs

Pertaining to Quality Makro is always committed to excellence.

As Makro values The Port Authority and its Business. Our commitment to quality has evolved into a system called Total Quality Management (TQM).

Few of our TQM services include the following:

- Guarantee of Response Turn Around Time – Makro will contact The Port Authority within 2 business working hours of receiving your requisition to give you the status on Makro's efforts in attaining a perfect match for The Port Authority's requirement.
- On-Call Service – Makro is available to The Port Authority to contact over the phone on all the business working hours and days.
- Direct On-Call - Makro will expand and sustain a pre-screened pool of qualified candidates ready to meet The Port Authority needs.
- Performance and Satisfaction Surveys – Makro will seek feedback from both The Port Authority managers and our assigned employees regarding any issues.
- Employee Performance Evaluations – The employee performance is evaluated based on the feedback from The Port Authority.
- Review Meetings – Makro will conduct regular status meetings to review the quality of our performance and any issues to be addressed.
- Emergency Meetings – Makro will call for an emergency meeting with The Port Authority to address and solve any issue rose which Makro considers that affects the quality of service. And Makro will also respond to all emergency meeting called for by The Port Authority.
- Performance Management Reports – Especially customized reports with all the transactions and services performed to The Port Authority and the all the information which The Port Authority would like to include in the reports will be circulated on a timely basis to help The Port Authority track staffing costs, employee usage, response in cycle time etc.

- Annual Contract Reviews – As a practice we would have a review with The Port Authority on the contract annually or as and when the contract expires.

Quality and performance go hand in hand:-

Makro's quality management includes helping The Port Authority with Resource Planning and Needs Assessment. Determining what The Port Authority's need before the hiring process begins and helps The Port Authority to attain its business objectives.

Makro will facilitate The Port Authority to clarify what skill sets will meet the needs. We can help you design job descriptions that will attract candidates with the talent and experience level you require. Makro is experienced and expertise in knowing the right questions to ask to help The Port Authority determine the requirement.

Quality Metrics Measurement Program for Results

In order to ensure that our quality goals are met, we implemented specific programs designed to measure, manage, and report the quality of our performance.

Few of the metrics measured and reported are as follows:

- The Number of Job Orders Received vs. the Number Filled
- Average Response Time
- Replacement Ratio

Makro is committed to delivering human resource solutions that meet and exceed The Port Authority's expectations in a timely and cost-effective manner. Quality Assurance is one way we show that commitment. The Port Authority's satisfaction is our ultimate goal.

As part of our quality focus, Makro's corporate office is ISO-certified and adheres to strict, internationally recognized guidelines for quality and process development. All ISO-certified Makro's locations use the same ISO-approved business model, which assures you of consistency and repeatability in the engagement and management of employees.

The proposed Technical Approach

Account/Project Manager

Makro will dedicate an Account Manager as an interface between The Port Authority and Makro. He will have a common understanding with The Port Authority, of the scope of complete project. This scope is documented to have a meaningful baseline for ongoing scope management, progress of the project and the short comings in the expected target. Also all the change requests that are being raised for all proposed changes to scope, requirements, deliverables, assumptions, responsibilities, terms of acceptance, or anything defined in the approved plans by The Port Authority or other baselines, are formally documented, tracked, and followed through to completion.

Credentials of the Account Manager.

An astute leader directly responsible for Practice Development, Project Management, Relationship Building.

Highly effective cross-functional communicator, bridging the gap between Client and Makro across various business units to ensure the derived results aligns with business goals.

Maintains an effective balance between "big picture," strategic focus and detailed-driven, tactical approach.

Client Focus - Builds strong client relationships while effectively managing multiple high-end, complex projects from bid to invoice.

Ensures timely delivery of quality services that meet or exceed client expectations by promoting best practices and standard operating procedures in all engagements.

Quality Assurance - Identifies process improvements, and promotes cost saving opportunities and efficiencies.

Perform Assessments, identify and map requirements to a solution strategy for each project, application of big-picture abstraction, formulation of solution context, solution alternatives identification and presentations to upper management.

Negotiate and collaborate with internal and partner resources (e.g. Delivery Manager, Manager Recruiting, Client Relationship Manager, Director Recruiting, etc.) to create effective engagement teams.

Performance control metrics are maintained by monitoring variance, and critical path with defined root cause analysis, risk assessment and corrective actions. In addition, implement approved change control process in each project while maintaining quality and managing the triple constraint (i.e., Scope, Time and Budget)

Once the Account Manager is assigned to work on the project for The Port Authority, The Port Authority will be posted with any prospective transfers of the Account Manager. Makro will make sure that the complete transition on information associated to the project is transferred to the new assigned Account Manager. The Port Authority will be posted with on all the actions taken in the transfer of the Account Manager.

Work Policies and Schedules: - The Account Manager would collect all the Policies and Schedules presented by the using department related to the individual service request and will brief the resource about the importance to adhere and abide to the same.

Technical/Functional Candidate Selection Process

Listed below are few of the following:

- ✓ Interpersonal Skills
- ✓ Work History
- ✓ Professional Goals
- ✓ References
- ✓ Cultural Fit for The Port Authority

We understand that only The Port Authority's satisfaction will promote our business, and we work hard to ensure that we supply the most competent, qualified employees available - before staffing issues become mission-critical problems.

Technical Requirements:

Recruitment strategies

This industry being people-oriented, what differentiates the best from the rest is the "quality of human capital". While there is plenty of talent available, the difficulty comes in finding the talent with the "best fit" to the organization.

Well-planned and measurable recruitment strategies are the cornerstones of Makro's achievement and service. Better quality applicants build the foundation for success. Successful recruitment efforts are timely, intelligent, innovative, competitive, assertive and targeted.

Few of the recruitment strategies we follow

- ✓ Develop an attractive job description that delineates the key responsibilities and outputs of the position and the behavioral characteristics of a ideal candidate.
- ✓ Source and contact the candidates with the ideal characteristics and explain about the job description.
- ✓ Document findings after the screening of each potential candidate for further compression and analysis to obtain the best fit as per the requirement.
- ✓ Make complete use of the industry contacts, association memberships and trade groups for recruiting candidates.
- ✓ Maintain frequent contact with interested candidates.
- ✓ We are an Employer of Choice for Recruiting Candidates.
- ✓ Use the help of experienced Headhunters and Recruiters who conduct job analysis and job evaluation to identify the individual aspects of each job and calculate its relative worth of each candidate before sending them over to the client.
- ✓ Assessment of qualifications profiles, drawn from job descriptions that identify responsibilities and required skills, abilities, knowledge and experience and then get the best match of the candidate to meet all the requirements.
- ✓ We ensure that no candidates are lost but, instead, move through the process and are kept informed of their status.
- ✓ We ensure that good candidates whose applications are pending are kept in touch to maintain their interest in the organization.
- ✓ On-line applications/recruiting on the internet for faster posting of jobs faster applicant response faster processing of résumés and use of specialized Job Sites that cater to specific industries.
- ✓ Few of the characteristics in the job are identified and explained to the candidate in order to retain them are Good benefits, Job security,

- ✓ Opportunities for promotion, Opportunities to learn new skills etc.

Account/Project Manager

SUMMARY

Senior level Client Services/Recruitment Manager within the Employment, Recruiting and Staffing Industry

- Highly experienced in planning, developing and implementing cost effective employment and recruitment activities; business development, client relationships, team building and mentoring, and program administration Created and nurtured a positive and successful environment for Account Managers, Recruiting Team and Support Team members.
- Build strong relationships with clients based upon a focus of customer service and promoting partnership.
- Experience in developing internal processes and procedures associated with Client Services, Vendor Management, Job Order Processing and Candidate Recruitment.
- Active understanding of Human Resources policies and current labor laws.
- Strong in implementing, directing and performing full life cycle recruiting, including the use of social media and other out of the box recruiting styles
- Evaluate, select and implement corporate Applicant Tracking CRM used for Candidate Database, Job Order System and Management Reporting.
- Reviewing of position descriptions and requirements and propose changes thereto as appropriate, for review and approval for the Client.
- Conduct preliminary screening of candidates and interview as appropriate to assess qualifications and interest in the position.
- Maintain a report on the screened candidates by rating them according to their credentials, abilities, qualifications and experience.
- Recommend the right candidate to the Hiring Manager by comparing the credentials/differences among the screened candidates.
- Conduct in-depth reference checks for each finalist and submitting a comprehensive report documenting the findings.
- Assist the authority in the negotiation of final offer and terms of employment.
- Provide written and verbal progress reports to the Manager as required identifying individual document findings.
- Attend and facilitating follow-up meetings between the authority and the candidates when required and making recommendations to the authority on candidate selection by giving reason.
- Act as liaison between Client and Recruitment team to fill requisitions, address requirement issues, and facilitate contingent worker on-boarding; while maintaining the integrity of our Service Level Requirements.
- Maintain accountability for the entire recruiting process as defined by the client's SLA.

- Process all paperwork (payroll, background forms, and compliance docs) for new hires, transfers, and promotions
- Maintain weekly and monthly status metrics of all activities.

Project Approach

Brief description of the process we follow to provide "The Port Authority" with the Executive and Mid-level search Services.

These process areas represent a sequence of activities that increase the maturity of the programmatic aspects of a project. They will be performed in order to allow for this increasing maturity to emerge. For example, before we can start on the development of a requirements baseline, some understanding of the business need will be in place. Before we can start with the Performance Measurement Baseline (the cost, schedule, and resource allocation plan), we'll understand everything about the requirements. And of course before we can start executing the project, we need a schedule, cost estimate, and some notion of the staffing plan.

Step 1: Task/Service Order Inputs: Here the details of the task/service order are acquired by the Account/Project Manager from the The Port Authority. The **NEED** for the task order is deeply interpreted and the work is assigned with clear instructions of the The Port Authority to the internal team.

Step 2: Study Of Requirement In Detail: Here the Account/Project Manager will have a detail understanding of the task order and creates a plan to execute the requirement. He identifies the resource required, divides and allocates the requirement to the Sr. Recruiter

Step 3: Finding a Best Fit: Here the Sr. Recruiter sources and finds the best fit available to match the requirement of the State. He will review resumes and credentials for appropriateness of skills, experience and knowledge in relation to position requirements. Cross verify the experiences and references provided on the résumé of the candidate. And provide complete, accurate, and inspiring information to candidates about the Client and position.

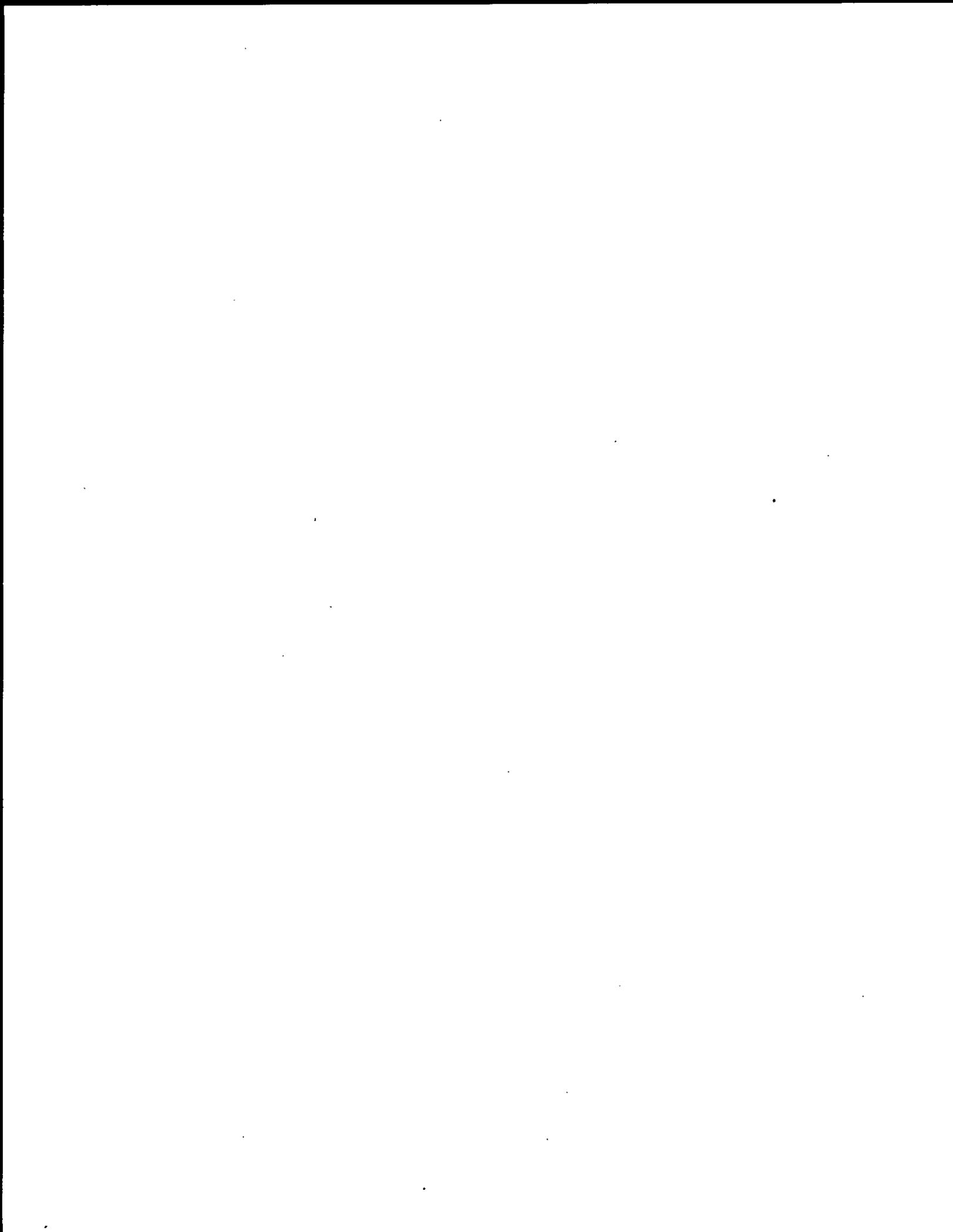
Step 4: Pre-Screening: Here the Director Recruitment reviews deliverables prepared by team before passing to The Port Authority by effectively applying our methodology and enforcing project standards. He prepares engagement reviews and a quality assurance procedure. And also prescreens candidates and create and present prescreening questions to hiring managers for collaboration and approval.

Step 5: Profile Submission: After a complete detailed Pre-screening and review of the candidate along with the experiences and when we internally are convinced that the resource is the best fit for the position he will be submitted to

The Port Authority for their review. Any changes at this stage by The Port Authority are welcomed and will comply with the changes

Step 6: Continues Risk Management: This is a parallel step carried out right from step 1 in the complete process. This existence of this step is to closely monitor the Original Plan and the alteration to the Original Plan against the Actual Results accomplished. And steer back the project to accomplish the Latest Updated Plan, this is a continuous process carried out until we attain the complete satisfaction of The Port Authority.

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COST INFORMATION:

Makro is willing to provide **Executive Search Services**.

With a retainer fee of 28 % of the actual salary paid to the selected candidate.

We agree to all the payment and invoicing terms mentioned in the Paragraph 8A of the Authority Standard Agreement.

Makro is willing to provide **Mid-level Search Services**.

With a rate not to exceed 20 % of the actual annual salary paid to the selected candidate.

We agree to the payment of said fee to be contingent upon the successful hire and commencement of services of the selected individual.

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Qualifications and Experience.

. Makro Technologies, Inc was established in the year 1996. Makro was incorporated in the state of New Jersey. Makro is a Minority Owned Business Enterprise.

→Business Solutions that provide development, implementation, and support for clients' information technology needs.

→Consulting Services that deliver disciplined methodologies for clients to be more effective with their technology assets.

→Business Process Outsourcing which promotes the success of our customers by providing, innovative, value added applications and services, that increases productivity, enhances the quality of client communications, and delivers highest level of support, in terms of customer satisfaction, to diverse business sectors.

Makro works closely with clients to empower their people, processes, systems, technology, and strategy through our services. With focused service practice groups, Makro helps create powerful solutions for organizations worldwide.

Makro is constantly working to expand the possibilities, by continually improving and advancing our current service offerings and embarking on research that paves the way for tomorrow's breakthroughs. Makro's services portfolio includes:

Staff Augmentation Services

- ✓ **Direct Hiring**
- ✓ **RPO**
- ✓ **Contract Staffing**
- ✓ **Vendor Management Services**

Scope of other past, ongoing and future projects

Makro currently has contracts with the following States' for providing IT staff augmentation and Technology services.

State of NC- Information Technology Services

State of VA-Virginia Information Technology Agency

State of PA- Pennsylvania Enterprise IT Staff Augmentation Services

State of NJ- The New Jersey IT Staff Augmentation Services.

Listed below are few of the resources and the types of services we render, we are not limited to the listed but qualified and equipped with any and all of the latest requirements which are needed and requested by our clients.

Programmer Analyst	Data Management
Business Analyst	Project Management
Software Test Analyst	Computer Networking
IT Security Analyst	IT Project Management
Manager Accounting	Finance Controller
Cost Analyst	Financial Analyst
Sr, Revenue Manager	Chief Financial Officer
Project Manager Budgeting	Tax Audit Analyst
Patent Attorney	Buyer
Professional Contract Manager	Global Product Manager
Purchasing/Procurement Manage	Sr. Procurement Specialist
Global Strategic Lead Buyer	Cost Accounting Manager
Commercial Credit Manager	Director IT Operations
Change Management Specialist	Human Factors Design Engineer
Litigation Paralegal	Legal Cooperate Attorney
Lawyer	Legal Admin Manager

IT Services

- ✧ Oracle, Microsoft, Java practices
- ✧ Document & Content management
- ✧ Service Management
- ✧ Systems Integration

Industry focused

- ✧ Validation / 21 CFR Part 11 compliance
- ✧ HIPAA /HL7 compliance
- ✧ EMR / EHR Implementation
- ✧ Clinical / Safety Data Management
- ✧ EDC consulting

At Makro, we understand our clients' need for industry-specific services and solutions. Our domain experts deliver business-enabling solutions by leveraging a consulting-led, framework-based, and research-driven approach, across the industry value chain.

Clients can leverage on our expertise in the following industries:

- | | |
|------------------------------------|------------------|
| ✧ Health care | ✧ Pharma/Biotech |
| ✧ Telecom & communications Systems | ✧ Government |
| ✧ Insurance | ✧ Energy |
| ✧ Banking and Financial Services | |

Value Added Services

Makro strives to deliver exceptional services that are tailored to the needs of The Port Authority. Makro works with a broad spectrum of clients including privately and publicly held commercial businesses of all sizes, as well as state and federal government entities.

Let us help you discover how **we** can help you get the best quality of service, contain the costs and enhance the productivity of your company and save your time.

Makro understands the Executive and Mid-level searches needs and skills can vary almost day by day in some cases. Whether your work flows are seasonal or steady, your skill needs high tech or high sale, we can offer you flexibility and cost containment strategies. What never changes is the need to maintain productivity levels and to avoid mistakes. We have designed our services so they are comprehensive enough to meet the The Port Authority prospect.

Our value-added services help our clients ensure superior performance, gain best of breed workforce management practices and enjoy the benefits of our robust payroll management service. We available to assist the The Port Authority in addressing many other facets.

We are pleased to offer the following Value Added Services to you, because **our job** is to make yours easier.

Few of our out standing qualities are:

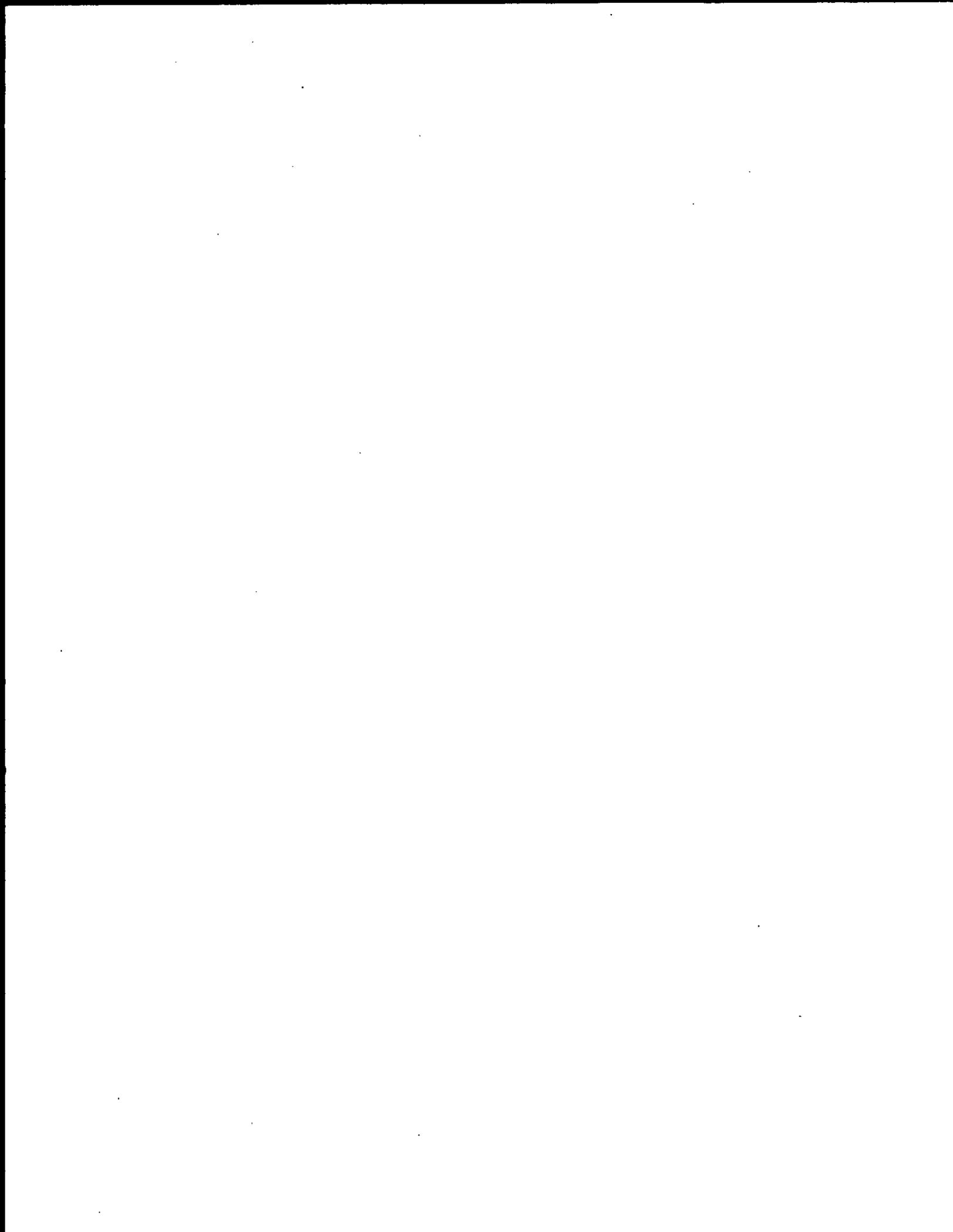
- Industry's best talent pool and huge database of Resources
- 24/7 Recruiting/Sales Team working in different time zones to cater to The Port Authority needs
- Resources in the niche technologies like Sharepoint, BI, GIS, Primavera, Peoplesoft to name a few
- Effective Traceability metrics to track performance of internal and external resources who work on The Port Authority's projects
- Proven project and process management maturity

The **Strategic Advantage** The Port Authority can have on selecting Makro is as follows:-

- ✓ Tenured, single point of contact project/account managers for the The Port Authority's needs.
- ✓ Direct access to the higher authorities for fast resolution of questions or conflicts that need executive support.
- ✓ 15 years of experience in providing clients with quality, customized solutions.
- ✓ We are an ideal partner for clients looking to expand their diversity into various verticals.
- ✓ Our network covers a wide array of markets across the United States.
- ✓ Provide reports on track time and spend on projects.
- ✓ Save the amount of time spent on interviews to narrow down candidate selection.
- ✓ Improve interview consistency and compliance as required by the client.
- ✓ True Sourcing and recruitment of support talent.
- ✓ Temporary support solutions for absences, vacations and special projects that require additional assistants.
- ✓ Our standby program tries to provide you support for all early morning and last minute replacement needs.

RFP contact details:

Manohar Samuel
Proposal Analyst (Government)
Tel: 973 481 0100 Ext: 3100
Fax: 973-481-1020
manohar.samuel@makrotech.com



A Professional Services Solution to

The Port Authority of NY & NJ

for Delivery of Expert Recruitment Services for Executive and Mid-Level Staff as Requested on a "Call-In" Basis During 2011-2015

RFP# 25881

September 21, 2011

KFORCE®

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Parsippany, NJ 07054
212.973.2030 www.kforce.com

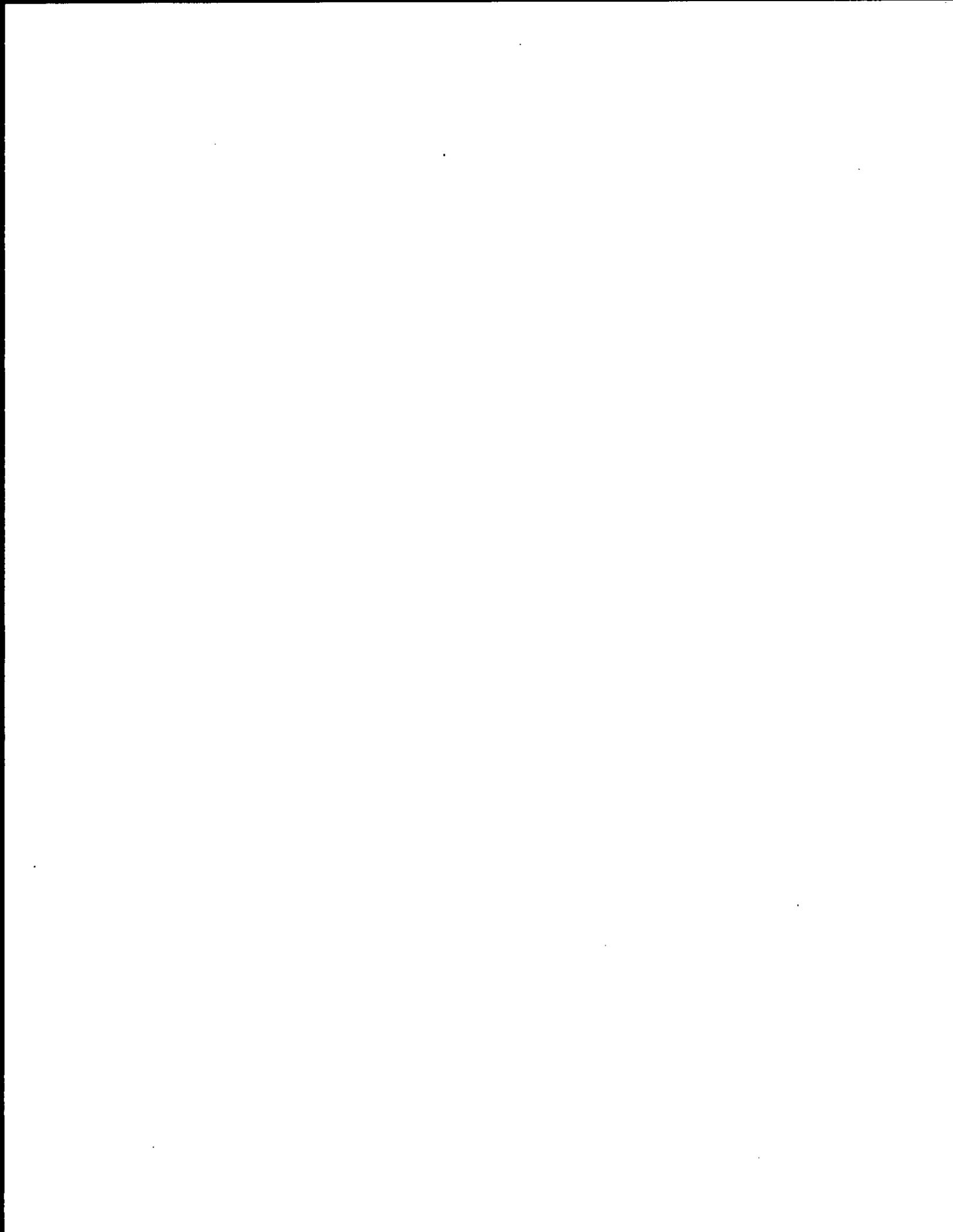


Great People = Great Results®



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A: Attachment B – Agreement on Terms of Discussion & NDA

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008; which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Kforce Inc.
(Company)

(Signature)
Chief Financial Officer
(Title)
09/20/11
(Date)

B: Attachment C – Company Profile

ATTACHMENT C
COMPANY PROFILE

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)**

1. Company Name (print or type):

Kforce Inc.

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

1001 East Palm Avenue

Tampa, FL 33605

3. Business Telephone Number: 813.552.5000

4. Business Fax Number: 813.552.5113

5. Firm website: www.kforce.com

6. Federal Employer Identification Number (EIN): Ex. 1

7. Date (MM/DD/YYYY) Firm was Established: 05 / 07 / 1962

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

Ex. 1

Kforce Global Solutions, Inc. - Available upon request; Kforce Government Solutions, Inc.
Available upon request; Kforce Services Corporation - Available upon request

9. Officer or Principal of Firm and Title:

David Dunkel, Chief Executive Officer

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

Shawn McKinstrie, Market Vice President

Direct Line: 212.973.2030, Email: smckinstrie@kforce.com

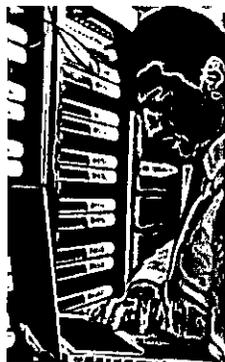
11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.

KFORCE®

Great People = Great Results™



TECHNOLOGY | FINANCE AND ACCOUNTING | HEALTH AND LIFE SCIENCES | GOVERNMENT SOLUTIONS

2010 ANNUAL REPORT

KFORCE®

Kforce Inc. (NASDAQ: KFRC) is a professional staffing firm providing temporary, permanent and project solutions in the specialty areas of Technology, Finance & Accounting, Clinical Research, Health Information Management and Government Solutions. We have been matching job seekers and employers since 1962, and are headquartered in Tampa, Florida with 65 offices throughout the United States and two offices in the Philippines.

Kforce continues to be a leader in the staffing industry by employing a disciplined process to deliver the right people at the right time. Backed by more than 2,100 associates and 10,400 consultants on assignment, we believe that Great People = Great Results. Our core values of respect, integrity, trust, exceptional service, commitment and fun, as well as stewardship and community help us achieve our vision—"to be the Firm most respected by those we serve."



TECHNOLOGY

Our Technology specialty has the experience and delivery capability to supply staffing resources in the areas of functional and business management, systems applications development, enterprise data management and infrastructure. From application programmers and network operators, to systems analysts and CIOs, Kforce has an extensive database of qualified candidates to handle all of an organization's technical resource needs.

FINANCE AND ACCOUNTING

Our Finance and Accounting specialty provides highly qualified professionals in the functional areas of general accounting, audit services, SEC reporting, periodic financial close and tax preparation support. From CFOs and controllers with Big 4 experience to entry level transactional accounting positions, Kforce has the knowledge and dedication to deliver results for those we serve.

HEALTH AND LIFE SCIENCES

Our Health and Life Sciences group is composed of our Clinical Research and Health Information Management specialties. Kforce Clinical Research supports leading-edge pharmaceutical companies with services such as monitoring/site management, drug safety, regulatory affairs, biostatistics and study management. Kforce Health Information Management offers customized services including, Acute/Clinical Coding, Cancer/Trauma Registry, Workflow Assessments, Pre-RAC Reviews, and CDM reviews.

GOVERNMENT SOLUTIONS

Kforce Government Solutions (KGS) is a government contracting services provider that has offered a comprehensive portfolio of solutions to a wide range of Federal and Defense agencies since 1970. Headquartered in Fairfax, VA with offices in San Antonio, TX and Tampa, FL, KGS offers a full range of solutions in the areas of Financial Management and Accounting, Enterprise Technology Engineering and Operations, Intelligence, Healthcare Informatics, and Research and Development.

TO OUR FELLOW SHAREHOLDERS, CLIENTS AND EMPLOYEES:

We are very pleased with the Firm's performance in 2010 and are optimistic about our Firm's prospects, particularly against a backdrop of what appears to be a secular shift toward a greater utilization of flexible staffing. The United States (U.S.) labor environment in 2010 was unique in that we saw a disproportionate amount of private sector hiring coming through the temporary portion of payroll. More specifically, while 36% of net private job creation in the U.S. resulted from temporary hiring, only 1.7% of the overall U.S. payroll spend is related to temporary services. As a result of the prospects of a tepid economic recovery combined with the significant uncertainty that exists surrounding regulatory, tax and healthcare reform, our clients are increasingly looking toward a flexible staffing model that allows them to adjust in real time to this constantly shifting economic and regulatory environment. Businesses need to keep moving forward, but they also want to leave themselves maximum flexibility in terms of their workforce composition. We believe that is why job creation has been so different this cycle in that many of our clients continue to seek a "just in time" staffing solution with an "on/off" switch. In addition, the majority of the areas where Kforce specializes, particularly in Technology (Tech) and much of the financial workout engagements, are project driven by nature. While the overall Bureau of Labor Statistics (BLS) unemployment numbers remain relatively high, college-educated unemployment was just 4.8% at year end. When coupled with the projected increase in demand for professionals in specialty niches in Tech and Finance and Accounting (FA), employers are finding it more challenging to attract the highly skilled workers needed in today's knowledge-based economy. This, on top of what was a major cutback in internal recruiting resources during the recession, has led many of our clients to increasingly utilize an outside expert to recruit highly skilled employees. We believe these factors were a driver in our permanent placement business being up 38.6% in 2010.

Kforce used the past recession to prepare for this cycle. The Firm made a number of significant enhancements to our business model, service offerings, technological capabilities, support organization, and perhaps most importantly the significant expansion of our National Recruiting Center (NRC) and Strategic Accounts (SA) teams. We believe another key component of our success is the fact that the Firm focused on retaining our seasoned field and corporate leaders who are the lifeblood of our Firm. We are very pleased that the percentage of sales associates with greater than four years of experience is the highest in the Firm's history combined with the most seasoned executive team in the Firm's history. The objectives we established for 2010 were to focus on gaining market share and significant customer penetration and continuing to expand and optimize the NRC and SA teams, while remaining focused on our four core service offerings of Tech, FA, Health and Life Sciences (HLS) and Government Solutions (GS). Over the past year and a half, we have successfully doubled the size of the NRC and SA teams and significantly increased the business development efforts in our GS segment. The NRC now participates in 33% of our Tech and FA revenue and SA-impacted revenue grew 24.1% in 2010. As a result of the above, we were able to take market share, deliver exceptional service to our clients and generate strong returns for our shareholders.

The following is an executive summary of what Kforce believes are important 2010 highlights, which should be considered in the context of the additional discussions herein and in conjunction with the Consolidated Financial Statements and notes thereto:

- Total Firm revenue and earnings per share (EPS) for the full year 2010 was \$990.8 million and \$0.51 per share. An increase of 8.9% and 54.5%, respectively, from 2009 results of \$910.1 million and \$0.33 per share.
- The Firm experienced year-over-year revenue growth of 15.1% in Tech and 14.9% in FA and year-over-year declines of 9.9% in GS and 1.8% in HLS.
- Net income of \$20.6 million for 2010 increased 60.3% year-over-year from \$12.9 million in 2009.
- Over the past five years, the Firm's stock performance increased 45.0%, ranking it #1 in our 2010 industry peer group and had the only positive return in the peer group during the five-year period ending 12/31/10.
- Total Tech revenue of \$538.6 million for 2010 surpassed the previous record in 2008 of \$519.9 million. Total Tech flex revenue of \$522.2 million for 2010 was also a Firm record, exceeding the previous record of \$493.3 million in 2008.
- Search revenue increased 38.6% year-over-year in 2010.
- The Firm experienced a 50 basis point decrease in flex gross margin on a year-over-year basis to 28.7% in 2010. GS, FA and HLS experienced declines of 360 basis points, 110 basis points and 10 basis points, respectively, while Tech experienced an increase of 50 basis points.
- Adjusted EBITDA for 2010 of \$53.2 million increased 26.3% year-over-year from \$42.1 million in 2009.
- Core headcount increased 8.7% year-over-year.
- Kforce purchased our corporate headquarters for \$28.5 million on May 27, 2010, which was funded using borrowings under the Credit Facility. Bank debt as of December 31, 2010 increased to \$10.8 million from \$3.0 million as of December 31, 2009.

Looking at our service lines, total revenues for Tech, which represents roughly 54% of total Firm revenues, increased 15.1% on a year-over-year basis while Tech flex revenues continued to improve on a billing day basis throughout 2010. Recent trends indicate that the demand environment today for temporary technology staffing continues to be solid against a landscape where technology, and its constant need for repair, upgrade and refresh, is ubiquitous across the corporate environment. In our FA segment, which represents 19% of total Firm revenues, we continue to see demand in temporary FA driven by continued strength in many of the financial workout-related functions, which we believe has been enabled by our Strategic Accounts strategy and supported by our low cost, highly elastic centralized delivery function in the NRC. We continue to expect relative strength in this revenue stream. In HLS, which represents

16% of total Firm revenues, we continue to expect low revenue visibility for our Clinical Research business as a result of the continued consolidation in the large bio-pharma space, which will likely continue to impact our business. We believe the prospects for this business remain solid and the quality of our relationships with the strongest companies in this space will provide opportunities for growth in the longer term. Revenue trends within our Health Information Management business continue to be promising and margins remain strong as hospital spending may continue to increase, particularly in the project services and remote coding areas. This business has rebounded nicely over the last three quarters of 2010 as it continues to evolve its business model to better embrace the evolving technological changes in this space. Revenues for our GS segment, which represents 11% of total Firm revenues, declined 9.9%. With respect to near-term prospects for this segment, procurement delays are continuing to delay award decisions, many vacated positions are not being replaced and there continues to be a shift toward insourcing some of the activity previously allocated to contractors. With that said, this business is concentrated in some of the most promising long-term areas of federal services such as healthcare, data integrity, and finance and technology solutions. We have a well-seasoned management team in our GS business and we continue to be optimistic about the long-term growth prospects of this profitable business.

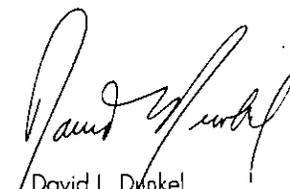
The majority of our cost structure is variable, and compensation expense, which is highly correlated to gross profit, comprises over 75% of our operating expenses. We continue to see leverage in our non-compensation-based cost structure as a result of the infrastructure investments made over the last few years. We believe our infrastructure and technology investments provide a flexible and world-class platform aimed at driving productivity, streamlining our processes to gain efficiencies and driving operating leverage. These investments included a business intelligence tool, enhancements to our front end and back office systems, an incentive compensation management system, and more. We are continuing to leverage our offshore capabilities in the Philippines for certain back office functions and to supplement the capabilities of the NRC as well, allowing us to gain efficiencies, reduce costs and benefit from the time zone differences. We believe these investments have prepared the Firm well for future growth.

The Firm continues to aggressively manage operating expenses. We continue to highly scrutinize every expense to ensure a proper return on investment and alignment of the cost structure with the revenue stream. Excluding the Firm's corporate headquarters acquisition, capital expenditures were \$11.4 million for the year and are anticipated to decline to below \$9 million in 2011 as we have now completed most planned major technology initiatives. The Firm repurchased 227,118 shares of stock during 2010 at an average price of \$15.77 and we believe there continues to be value in our stock. The Firm has approximately \$60 million available for future stock repurchases under current Board of Directors' authorizations.

Our objectives for 2011, the third year of our three-year plan, are to further penetrate existing strategic accounts, take additional customer share and selectively target new accounts where our service offerings and business model add value to our clients. Key to achieving these goals is the flexibility we have built into our delivery platform. With the NRC and SA now at an increased scale and gaining tenure, we believe we have the flexibility to rapidly deploy these teams to quickly satisfy large volume requests from our clients. This structure is new to staffing, as for years the industry model was a pure "bricks and mortar" model where output was constrained by embedded local capacity. Not only does the NRC and SA enhance our local "on the ground" fulfillment capabilities, the cost structure of the NRC and SA allows us to profitably serve certain clients and niches that would not be possible under a traditional staffing model.

As we look ahead to the next few years, we believe the platform we have built and the recent success we have had demonstrate strong initial steps to our five-year financial targets of an average of 15% annual growth in revenue and 25% annual EBIT growth. We believe our mix of service offerings, particularly in Tech and FA, position us for revenue growth and margin expansion as we hope to move further into this recovery and the secular shift toward flexible staffing. We believe we have a high-quality revenue stream and balance sheet, as well as the strongest management team in the Firm's history and a highly tenured associate population. While we will continue to make selective investments, we expect to capitalize on the capacity that exists in our associate base to increase leverage and accelerate earnings.

Once again, we wish to express our appreciation to our field and corporate teams, our consultants, our clients and our shareholders for allowing us the privilege of serving them and again demonstrating in 2010 that Great People = Great Results. We look forward to a bright future for all of our stakeholders.



David L. Dunkel
Chairman and
Chief Executive Officer



William L. Sanders
President

SELECTED FINANCIAL DATA

The information set forth below is not necessarily indicative of the results of future operations and should be read in conjunction with Kforce's Consolidated Financial Statements and the related notes thereto incorporated into this Annual Report, hereinafter collectively referred to as "Consolidated Financial Statements."

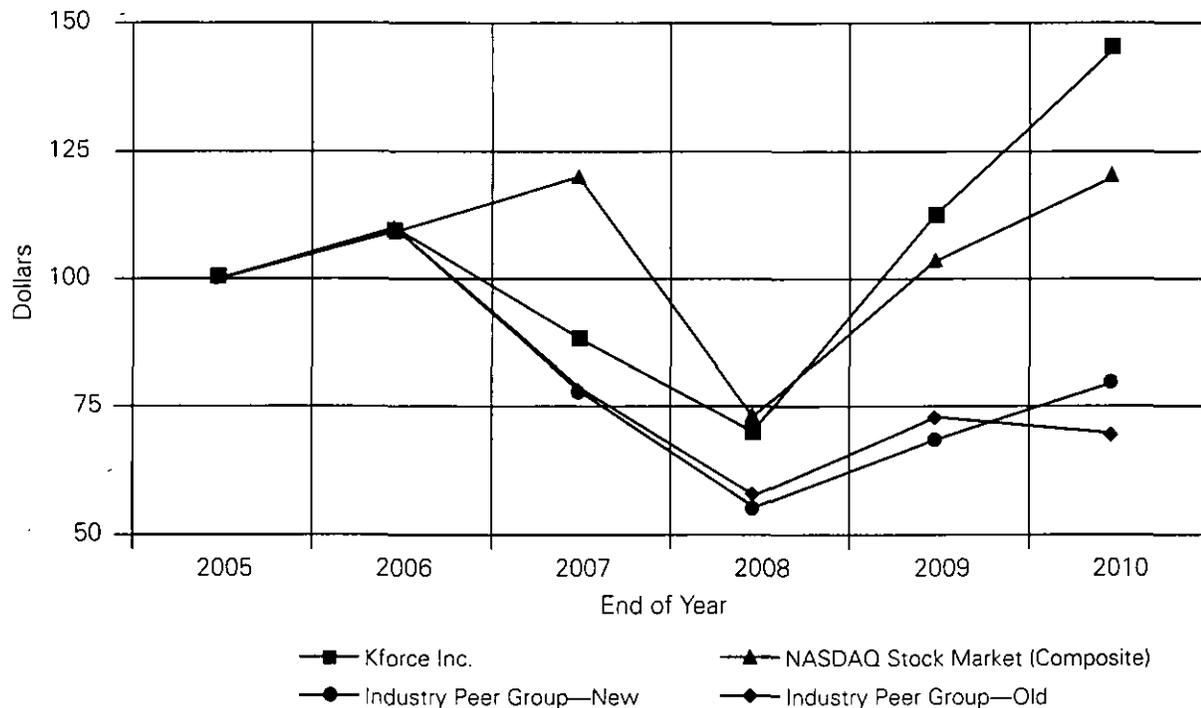
Years Ended December 31,	2010	2009	2008 (1)	2007	2006
<i>(In thousands, except per share amounts)</i>					
Net service revenues	\$990,807	\$910,136	\$997,017	\$972,781	\$868,001
Gross profit	312,414	285,979	344,651	352,023	304,749
Selling, general and administrative expenses	265,183	251,268	415,884	272,335	241,503
Depreciation and amortization	12,611	11,673	13,824	14,487	11,551
Other expense, net	1,296	1,145	2,136	4,422	3,701
Income (loss) from continuing operations, before income taxes	33,324	21,893	(87,193)	60,779	47,994
Provision for income taxes	12,690	9,020	1,928	23,856	18,550
Income (loss) from continuing operations	20,634	12,873	(89,121)	36,923	29,444
Income from discontinued operations, net of income taxes	—	—	5,013	3,444	3,075
Net income (loss)	\$ 20,634	\$ 12,873	\$ (84,108)	\$ 40,367	\$ 32,519
Earnings (loss) per share—basic, continuing operations	\$0.52	\$0.33	\$(2.26)	\$0.90	\$0.73
Earnings (loss) per share—diluted, continuing operations	\$0.51	\$0.33	\$(2.26)	\$0.87	\$0.70
Earnings (loss) per share—basic	\$0.52	\$0.33	\$(2.13)	\$0.98	\$0.81
Earnings (loss) per share—diluted	\$0.51	\$0.33	\$(2.13)	\$0.95	\$0.77
Weighted average shares outstanding—basic	39,480	38,485	39,471	41,308	40,189
Weighted average shares outstanding—diluted	40,503	39,330	39,471	42,294	42,012
As of December 31,	2010	2009	2008 (1)	2007	2006
<i>(In thousands)</i>					
Working capital	\$ 64,878	\$ 57,924	\$ 60,302	\$ 95,348	\$ 64,425
Total assets	\$391,044	\$339,825	\$350,815	\$476,136	\$442,618
Total outstanding borrowings—credit facility	\$ 10,825	\$ 3,000	\$ 38,022	\$ 50,330	\$ 86,435
Total long-term liabilities	\$ 36,904	\$ 33,887	\$ 59,528	\$ 78,102	\$ 94,664
Stockholders' equity	\$253,817	\$226,725	\$205,843	\$312,468	\$261,925

(1) Kforce recognized a goodwill and intangible asset impairment charge of \$129.4 million during 2008. The tax benefit associated with this impairment charge was \$14.2 million, resulting in an after-tax impairment charge of \$115.2 million.

Acquisitions were made in our fiscal years ended December 31, 2008 and 2006. The results of operations for these acquisitions were included in our Consolidated Financial Statements from the respective acquisition date. See Note 7—"Acquisitions" to the Consolidated Financial Statements for more detail on acquisitions made in 2008. During the three months ended June 30, 2008, Kforce sold its Scientific and per-diem Nursing business and completed efforts to wind down the remaining operations of its non per-diem Nursing business. As a result, the results of operations of Scientific and Nursing have been presented as discontinued operations for the years ended December 31, 2008, 2007 and 2006. See Note 2—"Discontinued Operations" to the Consolidated Financial Statements for more detail.

STOCK PRICE PERFORMANCE

The following graph is a comparison of the cumulative total returns for Kforce common stock as compared with the cumulative total return for the NASDAQ Stock Market (U.S.) Index and the average performance of our 2010 Industry Peer Group (as listed below). Kforce's cumulative return was computed by dividing the difference between the price of Kforce common stock at the end of each year and the beginning of the measurement period (December 31, 2005 to December 31, 2010) by the price of Kforce common stock at the beginning of the measurement period. Cumulative total return for the peer group companies and the NASDAQ include dividends in the calculation of total return and are based upon an assumed \$100 investment on December 31, 2005, with all returns weighted based on market capitalization at the end of each discrete measurement period. The comparisons in the graph below are based on historical data and are not intended to forecast the possible future performance of Kforce's common stock. For purposes of the stock price performance graph below, Kforce has been excluded from the industry peer group.



Investment of \$100 on December 31, 2005	2005	2006	2007	2008	2009	2010
Kforce Inc.	100.0	109.1	87.4	68.8	112.0	145.0
Industry Peer Group—New	100.0	108.1	76.8	54.7	68.3	79.3
Industry Peer Group—Old	100.0	109.3	77.4	56.5	72.6	69.2
NASDAQ Stock Market (Composite)	100.0	109.5	120.3	71.5	102.9	120.3

2010 Industry Peer Group:

AMN Healthcare Services Inc	Resources Connection, Inc.
CDI Corporation	Robert Half International Inc.
Ciber, Inc.	SFN Group, Inc.
Kelly Services, Inc.	Volt Information Sciences, Inc.
On Assignment, Inc.	

The industry peer group is one of the building blocks of executive compensation evaluation by providing our Compensation Committee fact-based data and providing insight into external compensation practices. The industry peer group provides information about pay magnitude, pay practices and performance comparison. The primary criterion for peer group selection includes peer company customers, geographical presence, talent, capital, complexity of operating model and annual revenues.

During 2010, Kforce replaced MPS Group, Inc. with SFN Group, Inc. in its industry peer group. This decision was driven by the acquisition of MPS by a less comparable corporation within the industry during the first quarter of 2010.

MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

Our common stock trades on the NASDAQ Global Select Market under the symbol "KFRC." The following table sets forth, for the periods indicated, the high and low intra-day sales price of our common stock, as reported on the NASDAQ Global Select Market. These prices represent inter-dealer quotations without retail markups, markdowns or commissions, and may not represent actual transactions.

Three Months Ended	March 31,	June 30,	September 30,	December 31,
2010				
High	\$16.04	\$16.25	\$14.51	\$17.10
Low	\$12.32	\$11.92	\$ 9.80	\$13.04
 2009				
High	\$ 8.31	\$ 11.20	\$ 12.65	\$ 14.43
Low	\$ 5.44	\$ 6.69	\$ 8.05	\$ 10.34

From January 1, 2011 through March 3, 2011, the high and low intra-day sales price of our common stock was \$19.23 and \$16.00, respectively. On March 3, 2011, the last reported sale price of our common stock on the NASDAQ Global Select Market was \$18.06 per share.

Holders of Common Stock

On March 3, 2011, there were approximately 206 holders of record.

Dividends

Since our initial public offering in 1995, Kforce has not paid any cash dividends on its common stock and has no current intention to do so. Kforce is not restricted under its currently existing Credit Facility from paying dividends.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In addition to the risks inherent in its operations, Kforce is exposed to certain market risks, primarily changes in interest rates. The sensitivity analysis presented below for our Credit Facility is based on a 10% change in interest rates. This change is a hypothetical scenario and is used to calibrate potential risk and does not represent our view of future market changes.

As of December 31, 2010, we had \$10.8 million outstanding under our Credit Facility. Our weighted average effective interest rate on our Credit Facility was 1.64% at December 31, 2010. A hypothetical 10% increase in interest rates in effect at December 31, 2010 would not have a significant effect on Kforce's annual interest expense.

We do not believe that we have a material exposure to fluctuations in foreign currencies because our international operations represented approximately 2% of net service revenues for the year ended December 31, 2010, and because our international operations' functional currency is the U.S. Dollar. However, Kforce will continue to assess the impact which currency fluctuations could have on our operations going forward.

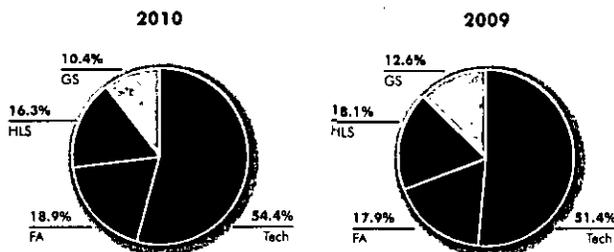
BUSINESS OVERVIEW

Company Overview

We are a national provider of professional and technical specialty staffing services and solutions and operate through our corporate headquarters in Tampa, Florida as well as our 65 field offices, which are located throughout the United States, and two offices in Manila, Philippines. Kforce is a Florida corporation and was formed in August 1994 as a result of the combination of Romac & Associates, Inc. and three of its largest franchises. Kforce completed its Initial Public Offering in August 1995.

We provide our clients staffing services and solutions through four operating segments: Technology ("Tech"), Finance and Accounting ("FA"), Health and Life Sciences ("HLS") and Government Solutions ("GS"). Kforce organizes and manages its Tech and FA segments on a regional basis: Atlantic, North and West. Our Tech segment includes the results of Kforce Global Solutions, Inc. ("Global"), a wholly-owned subsidiary, which has two offices in the Philippines. We believe this operational alignment supports a more customer-centric organization, leverages our best leaders, leverages client relationships across functional offerings, and streamlines the organization by placing senior management closer to the customer as well as achieving greater cost efficiency. The HLS and GS segments are organized and managed by specialty because of the unique operating characteristics of each business.

The following charts depict the percentage of our total revenues for each of our segments for the years ended December 31, 2010 and 2009:



Tech

We provide both temporary staffing and permanent placement services to our clients, focusing primarily on more sophisticated areas of information technology (i.e., systems/applications programmers and developers, senior-level project managers, systems analysts, enterprise data management and e-business and networking technicians). Our Tech segment provides service to clients in a variety of industries with a strong footprint in healthcare, financial services and government integrators. A recent report published by Staffing Industry Analysts ("SIA") listed the information technology staffing market as one of the fastest growing sectors in 2010. The report anticipates that technology staffing growth will accelerate in 2011 and in 2012 will surpass the prior peak set in 2000 during the height of the dot-com boom. The U.S. Bureau of Labor Statistics ("BLS") lists computer systems design and related services among the fastest-growing industries reflecting the continuing demand for the high-level skills that are needed to keep up with changes in technology.

We believe this segment continues to benefit significantly from our centralized and highly flexible National Recruiting Center ("NRC") as well as our Strategic Accounts strategy, which we believe will also

provide significant leverage in supporting future growth. Our Tech segment includes the results of Global, a wholly-owned subsidiary. Global provides information technology outsourcing solutions internationally through two offices located in the Philippines. Our international operations comprised approximately 2% of net service revenues for the three years ended December 31, 2010.

FA

Our FA segment provides both temporary staffing and permanent placement services to our clients in areas such as: taxation, budget preparation and analysis, mortgage and loan processing, financial reporting, cost analysis, accounts payable, accounts receivable, professional administrative, credit and collections, general accounting, audit services, and systems and controls analysis and documentation to support compliance work under Section 404 of the Sarbanes-Oxley Act of 2002. Our FA segment provides service to clients in a variety of industries with a strong footprint in financial services and government integrators.

We believe this segment continues to benefit significantly from our centralized and highly flexible NRC as well as our Strategic Accounts strategy, which we believe will also provide significant leverage in supporting future growth.

HLS

Our HLS segment includes our Clinical Research and Health Information Management specialties and provides both temporary staffing and permanent placements services to our clients. These categories primarily consist of clinical research associates for the pharmaceutical industry and health information management professionals for hospitals and healthcare facilities. The HLS segment, generally and especially in Clinical Research, is characterized by contracts and relationships that are typically longer term in nature as compared to our Tech and FA segments. A substantial portion of the sales, account management and recruiting functions for the HLS segment is provided out of our corporate headquarters. We have seen a trend, among larger pharmaceutical companies, to achieve greater efficiency and effectiveness through functional outsourcing, which allows larger pharmaceutical companies to reduce the number of facilities and streamline vendor management efforts. Consistent with the recent consolidation that has occurred within the pharmaceutical sector, a material portion of revenues within HLS is concentrated in a relatively small number of clients. For the year ended December 31, 2010, the single largest client within the HLS segment comprised approximately 29.7% of this segment's total revenues while only representing 4.9% of total Kforce revenues.

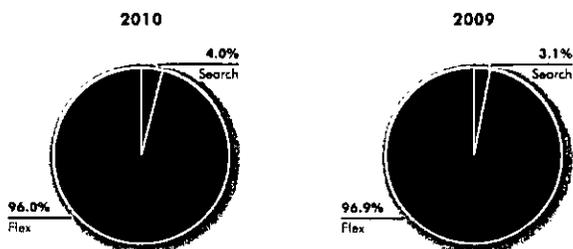
GS

The Federal Government is one of the largest consumers of information technology, spending approximately \$78 billion in 2010 and budgeted to spend approximately \$79 billion in 2011. Our GS segment provides Tech and FA professionals to the Federal Government, primarily as a prime contractor. GS also serves as a subcontractor to prime contractors, and we believe that our ability to source professional candidates for assignments, in combination with our prime contractor relationships, will allow us to pursue additional opportunities in this sector. The acquisition of RDI Systems, Inc., d/b/a dNovus RDI ("RDI" or "dNovus"), in 2008 was an important milestone, as our GS segment then began to have annualized revenues in excess of \$100 million, which we believe provides this segment with access to more significant

government contracts. Substantially all GS services are supplied to the Federal Government through field offices located in the Washington, D.C. and San Antonio, Texas areas.

Types of Staffing Services

Kforce's staffing services consist of temporary staffing services ("Flex") and permanent placement services ("Search"). The following chart depicts the percentage of total revenues for Flex and Search for the years ended December 31, 2010 and 2009:



Flex

We provide our clients with qualified individuals ("consultants") on a temporary basis when it is determined that the consultants have the appropriate skills and experience and are "the right match" for our clients. Our success is dependent upon our employees' ("associates") ability to: (1) understand and acknowledge the clients' needs; (2) determine and understand the capabilities of the consultants being recruited; and (3) deliver and manage the client-consultant relationship to the satisfaction of both our clients and our consultants. Proper execution by our associates and our consultants directly impacts the longevity of the assignments and increases the likelihood of being able to generate repeat business with our clients.

Flex revenues are driven by the number of total hours billed and established bill rates. Flex gross profit is determined by deducting consultant pay, benefits and other related costs from Flex revenues. Flex associate commissions, related taxes and other compensation and benefits as well as field management compensation are included in Selling, General and Administrative expenses ("SG&A"), along with administrative and corporate compensation. The Flex business model involves attempting to maximize the number of consultant hours and bill rates, while managing consultant pay rates and benefit costs, as well as compensation and benefits for our core associates. Flex revenues also include solutions provided through our GS segment. These revenues involve providing longer-term contract services to the customer primarily on time-and-materials, fixed-price, and cost-plus bases.

Search

The Search business is a smaller, yet important, part of our business that involves locating qualified individuals ("candidates") for permanent placement with our clients. We primarily perform these searches on a contingency basis; thus, fees are only earned if the candidates are ultimately hired by our clients. The typical structure for search fees is based upon a percentage of the placed individual's annual compensation in their first year of employment, which is known at the time of placement.

We recruit permanent employees from our Flex consultant population, from the job boards, from our associates' networks, social media networks and from passive candidates we identify who are currently employed and not actively seeking another position. Also, there are occasions where consultants are initially assigned to a client on a Flex basis and later are converted to a permanent placement, for which we also receive a Search fee (referred to as "conversion revenue"). Kforce targets clients and recruits for both Flex and Search services, which contributes to our objective of providing integrated solutions for all of our clients' human capital needs.

Search revenues are driven by placements made and the resulting fees billed and are recognized net of an allowance for "fallouts," which occur when placements do not complete the applicable contingency period. Although the contingency period varies by contract, it is typically 90 days or less. This allowance for fallouts is estimated based upon historical experience with Search placements that did not complete the contingency period. There are no consultant payroll costs associated with Search placements, thus all Search revenues increase gross profit by a like amount. Search associate commissions, compensation and benefits are included in SG&A.

In order to achieve greater stability in our revenue stream, Kforce management has deemphasized the investment in Search revenues to total revenues over the last several years, primarily because of the highly volatile nature of the Search business. Search revenues comprised 4.0% of total revenues in 2010 in contrast to in excess of 20% in 2000.

Business Strategy

The key elements of our business strategy include the following:

Retain our Great People. A significant focus of Kforce, especially during the most recent economic cycle, is on the retention of our most tenured and productive associates. We ended fiscal 2010 with what we believe to be the most tenured field sales team in Kforce's history, which we believe will significantly enhance our efforts to achieve future growth.

Continue to Optimize our NRC. We believe our centralized NRC offers Kforce a significant competitive advantage, and we believe that the NRC is particularly effective at meeting the demands of our Strategic Account clients as well as other demands for high volume staffing. The NRC identifies and interviews active candidates from nationally contracted job boards, Kforce.com, as well as other sources, then forwards qualified candidates to Kforce field offices to be matched to available positions. The NRC primarily supports our Tech and FA segments but is also expanding its support of our HLS segment. The optimization of the NRC in 2010 was a significant priority for the Firm, specifically around building an appropriate number of associates, aligning our geographical delivery and achieving dedicated market support. Given the significant investment in headcount within the NRC in 2010, the average NRC tenure is just over one year. As a result, a continuing focus is on training, ramping and development, which we expect will: (i) significantly enhance the performance of the NRC in meeting demand; (ii) enhance our efforts to support future growth and (iii) expand the NRC as our revenues increase.

Focus on our Strategic Accounts. A focus of Kforce is in cultivating relationships with large clients, both in terms of annual revenues and geographic dispersion. For each of our Strategic Accounts, Kforce assigns a Strategic Account Executive who is responsible for managing all aspects of our client relationship.

Encourage Employee Achievement. We have an intense focus on promoting and maintaining a quality-focused, results-oriented culture. Our field associates and corporate personnel are given incentives (which include competitions with significant prizes, incentive trips and internal recognition, in addition to bonuses) to encourage achievement of Kforce's corporate goals and high levels of service. During 2010, we implemented and went live with a business intelligence tool referred to as AMP!, which is an acronym for Actions Maximizing Performance. This metrics-based system is designed to provide associates with current and historical performance measures relative to their Kforce peers, which we believe will fuel healthy competition and assist associates in reaching their highest performance levels.

Focus on Value-Added Services. We focus on providing specialty staffing services and solutions to our clients. The placement of highly skilled personnel requires operational and technical skill to effectively recruit and evaluate personnel, match them to client needs, and manage the resulting relationships. We believe this strategy will serve to balance the desire for optimal volume, rate, effort and duration of assignment, while ultimately maximizing the benefit for our clients, consultants and the Firm. Of the areas of Tech, FA, HLS and GS, we concentrate resources in the areas of highest anticipated demand to adapt to the ever-changing landscape within the staffing industry. We believe our historical focus in these markets, combined with our staff's operating expertise, provides us with a competitive advantage.

Build Long-Term, Consultative Relationships. We believe we have developed long-term relationships with our clients by repeatedly providing solutions to their specialty staffing requirements. We strive to differentiate ourselves by working closely with our clients to understand their needs and maximize their return on human assets. In addition, Kforce's ability to offer flexible staffing services, coupled with our permanent placement capability, offers the client a broad spectrum of specialty staffing services. We believe this ability enables Kforce to emphasize consultative rather than just transactional client relationships, with the intent of expanding our share of our clients' staffing needs.

Achieve Extensive Client Penetration. Our client development process focuses on contacts with client employees responsible for staffing decisions. Contacts are made within functional departments and at different organizational levels within our client companies. Our associates are trained to develop a thorough understanding of each client's total staffing requirements in order to expand our share of our clients' staffing needs.

Recruit High-Quality Consultants. We place great emphasis on recruiting qualified consultants. We believe we have a recruiting advantage over our competitors who lack the ability to offer candidates flexible and permanent opportunities. We frequently place candidates seeking permanent employment in flexible assignments until a permanent position becomes available, as well as convert temporary candidates into permanent employees of our client companies.

Industry Overview

We serve Fortune 1000 companies, the Federal Government, state and local governments, local and regional companies, and small to mid-sized companies. Our 10 largest clients represented 23.5% of revenues and no single customer accounted for more than 4.9% of revenues for the year ended December 31, 2010. The specialty staffing

industry is made up of thousands of companies, most of which are small local firms providing limited service offerings to a relatively small local client base. We believe Kforce is one of the 10 largest publicly-traded specialty staffing firms in the United States. According to a recent report by SIA, 94 companies reported at least \$100 million in U.S. staffing revenues in 2009. Competition in a particular market can come from many different companies, both large and small. We believe, however, that our geographic presence, diversified service offerings, centralized NRC, Strategic Account team and focus on consistent service and delivery, all provide a competitive advantage, particularly with clients that have operations in multiple geographic markets. In addition, we believe that our diversified portfolio of service offerings is concentrated in areas with significant growth opportunities in both the short and long term.

Based upon previous economic cycles experienced by Kforce, we believe that times of sustained economic recovery generally stimulate demand for substantial additional U.S. workers and, conversely, an economic slowdown results in a contraction in demand for additional U.S. workers. We also believe that Flex demand generally increases before demand for permanent placements increases given that companies tend to prefer a flexible staffing model in the early stages of an economic recovery to ensure its sustainability. From an economic standpoint, temporary employment figures and trends are important indicators of staffing demand, which saw significant increases in 2010. While we believe the macro-employment picture continues to be relatively weak with the unemployment rate at 9.4% as of December 2010, temporary employment has expanded by 495,000 jobs since reaching a low in September 2009. In addition, the penetration rate (the percentage of temporary staffing to total employment) has increased 15 consecutive months from its low of 1.32% in August 2009 to over 1.7% in November 2010. We believe that the penetration rate could surpass the prior peak of 2.0% achieved in the late 1990s. If the penetration rate of temporary staffing continues to increase, we believe that our Flex revenues can grow significantly even in a relatively modest growth macro-economic environment. Management remains cautiously optimistic about the growth prospects of the temporary staffing industry, the penetration rate and in particular our revenue portfolio.

According to an industry report, the United States temporary staffing industry generated estimated revenues of \$96.7 billion in 2007, \$94.5 billion in 2008 and \$71.2 billion in 2009; with projected revenues of \$78.8 billion in 2010 and \$88.0 billion in 2011. Of course, no reliable predictions can be made about the general economy, the staffing industry as a whole, or specialty staffing in particular; which we believe will experience increasing demand in 2011.

During 2006 and 2008, Kforce made several acquisitions in order to expand its presence in the Federal Government contracting space, primarily because the results of operations in the GS segment were anticipated to have better long-term growth stability during variable economic cycles. During 2010, our GS segment was significantly impacted by delays in the timing of project awards as well as a continuing trend by the Federal government to in-source certain functions and positions that were previously outsourced in an attempt to reduce expenditures. Continued political issues related to the federal budget may negatively impact the GS segment's 2011 performance. Despite the near-term challenges, however, we remain optimistic concerning the GS segment's long-term prospects.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand Kforce, our operations and our present business environment. MD&A is provided as a supplement to—and should be read in conjunction with—our Consolidated Financial Statements and the accompanying notes thereto contained in this Annual Report as well as the Business Overview for an overview of our operations and business environment. This overview summarizes the structure of our MD&A, which includes the following sections:

- **Executive Summary**—a summary of our 2010 results.
- **Critical Accounting Estimates**—a discussion of the accounting estimates that are most critical to aid in fully understanding and evaluating our reported financial results and that require management's most difficult, subjective or complex judgments.
- **New Accounting Standards**—a discussion of recently issued accounting standards and their potential impact on our Consolidated Financial Statements.
- **Results of Operations**—an analysis of Kforce's consolidated results of operations for the three years presented in our Consolidated Financial Statements. In order to assist the reader in understanding our business as a whole, certain metrics are presented for each of our four operating segments.
- **Liquidity and Capital Resources**—an analysis of cash flows, off-balance sheet arrangements, stock repurchases and contractual obligations and commitments and the impact of changes in interest rates on our business.

During 2008, Kforce sold its Scientific and per-diem Nursing businesses. See Note 2—"Discontinued Operations" to the Consolidated Financial Statements for a more detailed discussion. The results presented in the accompanying consolidated statements of operations and comprehensive income (loss) for the year ended December 31, 2008 include activity relating to the Scientific and Nursing businesses as discontinued operations. Except as specifically noted, our discussions below exclude any activity related to the Scientific and Nursing businesses, which are addressed separately in the discussion of income from discontinued operations, net of income taxes.

EXECUTIVE SUMMARY

The following is an executive summary of what Kforce believes are important 2010 highlights, which should be considered in the context of the additional discussions herein and in conjunction with the Consolidated Financial Statements and notes thereto. We believe such highlights are as follows:

- Net service revenues increased 8.9% to \$990.8 million in 2010 from \$910.1 million in 2009. Net service revenues increased 15.1% for Tech and 14.9% for FA and decreased 1.8% for HLS and 9.9% for GS.
- Flex revenues increased 7.9% to \$951.4 million in 2010 from \$881.7 million in 2009.

- Search revenues increased 38.6% to \$39.4 million in 2010 from \$28.4 million in 2009.
- Flex gross profit margin decreased 50 basis points to 28.7% in 2010 from 29.2% in 2009. Flex gross profit margin increased 50 basis points for Tech, decreased 110 basis points for FA and 360 basis points for GS, and was flat for HLS.
- SG&A as a percentage of revenues for the year ended December 31, 2010 was 26.8% compared to 27.6% in 2009.
- Net income increased 60.3% to \$20.6 million in 2010 from \$12.9 million in 2009.
- The total amount outstanding under the Credit Facility increased \$7.8 million to \$10.8 million as of December 31, 2010 from \$3.0 million as of December 31, 2009. As a result of the expiration date of the current Credit Facility, we have classified outstanding borrowings under the Credit Facility as a current liability in our Consolidated Financial Statements as of December 31, 2010.
- Diluted earnings per share increased 54.5% to \$0.51 in 2010 from \$0.33 in 2009.

CRITICAL ACCOUNTING ESTIMATES

Our Consolidated Financial Statements are prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). In connection with the preparation of our Consolidated Financial Statements, we are required to make assumptions and estimates about future events, and apply judgments that affect the reported amount of assets, liabilities, revenue, expenses and the related disclosures. We base our assumptions, estimates and judgments on historical experience, current trends, and other factors that management believes to be relevant at the time our Consolidated Financial Statements are prepared. On a regular basis, management reviews the accounting policies, estimates, assumptions and judgments to ensure that our Consolidated Financial Statements are presented fairly and in accordance with GAAP. However, because future events and their effects cannot be determined with certainty, actual results could differ from our assumptions and estimates, and such differences could be material.

Our significant accounting policies are discussed in Note 1—"Summary of Significant Accounting Policies" to the Consolidated Financial Statements, included in this Annual Report. Management believes that the following accounting estimates are the most critical to aid in fully understanding and evaluating our reported financial results, and they require management's most difficult, subjective or complex judgments, resulting from the need to make estimates about the effect of matters that are inherently uncertain.

Description

Judgments and Uncertainties

Effect if Actual Results Differ From Assumptions

ALLOWANCE FOR DOUBTFUL ACCOUNTS, FALLOUTS AND OTHER ACCOUNTS RECEIVABLE RESERVES

See Note 1—"Summary of Significant Accounting Policies" to the Notes to Consolidated Financial Statements, included in this Annual Report, for a complete discussion of our policies related to determining our allowance for doubtful accounts, fallouts and other accounts receivable reserves.

Kforce performs an ongoing analysis of factors including recent write-off and delinquency trends, changes in economic conditions, a specific analysis of material accounts receivable balances that are past due, and concentration of accounts receivable among clients, in establishing its allowance for doubtful accounts.

Kforce estimates its allowance for Search fallouts based on our extensive historical experience with the actual occurrence of fallouts.

Kforce estimates its reserve for future revenue adjustments (e.g. bill rate adjustments, time card adjustments) based on our historical experience.

We have not made any material changes in the accounting methodology used to establish our allowance for doubtful accounts, fallouts and other accounts receivable reserves. As of December 31, 2010 and 2009, the allowance was 2.6% and 5.1% as a percentage of gross accounts receivable, respectively.

We do not believe there is a reasonable likelihood that there will be a material change in the future estimates or assumptions we use to calculate our allowance for doubtful accounts. However, if our estimates regarding estimated accounts receivable losses are inaccurate, we may be exposed to losses or gains that could be material. A 10% difference in actual accounts receivable losses reserved at December 31, 2010, would have impacted our net income for 2010 by approximately \$0.4 million.

Although we do not believe that there is a reasonable likelihood that there will be a material change in the actual occurrence of fallouts, a 10% difference in our actual fallout experience reserved at December 31, 2010, would have impacted our net income for 2010 by less than \$0.1 million.

GOODWILL IMPAIRMENT

We evaluate goodwill for impairment annually or more frequently whenever events and circumstances indicate that the carrying value of the goodwill may not be recoverable. See Note 6—"Goodwill and Other Intangible Assets" to the Notes to Consolidated Financial Statements, included in this Annual Report, for a complete discussion of the valuation methodology employed.

We completed our annual assessment of goodwill impairment as of December 31, 2010 using the methodology described therein and determined there was no impairment.

The carrying value of goodwill as of December 31, 2010 was \$138.1 million.

We determine the fair value of our reporting units using widely accepted valuation techniques, including discounted cash flow, market multiple analyses and market transactions analyses. These types of analyses contain uncertainties because they require management to make significant assumptions and judgments including: (i) an appropriate rate to discount the expected future cash flows, (ii) the inherent risk in achieving forecasted operating results, (iii) long-term growth rates, (iv) expectations for future economic cycles and (v) market multiples.

It is our policy to conduct impairment testing based on our current business strategy in light of present industry and economic conditions, as well as future expectations.

We have not made any material changes in our goodwill impairment assessment methodology during the past three fiscal years.

Impairment was not indicated for any of our reporting units based on the results of the first step of the goodwill impairment assessment as of December 31, 2010. The fair value for Tech, FA, HLS and GS reporting units exceeded their carrying values by 59%, 107%, 58% and 17%, respectively.

As a result of the 17% gap between the fair value and carrying value of our GS reporting unit, we performed a sensitivity analysis by independently modifying the discount rate, long-term growth rate and forecasted operating results, each of which did not indicate impairment. Given this, we do not believe there is a reasonable likelihood that there will be a material change in the future estimates or assumptions we use to test for impairment losses on goodwill and other intangible assets. However, if actual results are materially inconsistent with our estimates or assumptions, we may be exposed to impairment charges that could be material.

ACCOUNTING FOR BUSINESS COMBINATIONS

In accordance with accounting for business combinations, we allocate the purchase price of an acquired business to its identifiable assets and liabilities based on estimated fair values. The excess of the purchase price over the amount allocated to the assets and liabilities, if any, is recorded as goodwill.

We use all available information to estimate fair values and we adjust the preliminary purchase price allocation, as necessary, up to one year after the acquisition closing date as we obtain more information regarding asset valuations and liabilities assumed.

During the last three fiscal years, we have completed one acquisition.

Our purchase price allocation methodology contains uncertainties because it requires management to make assumptions and to apply judgment to estimate the fair value of acquired assets and liabilities. Management estimates the fair value of assets and liabilities based upon quoted market prices, the carrying value of the acquired assets and widely accepted valuation techniques, including discounted cash flows and market multiple analyses.

Unanticipated events or circumstances may occur which could affect the accuracy of our fair value estimates, including assumptions regarding industry economic factors and business strategies.

See Note 7—"Acquisitions" to the Notes to Consolidated Financial Statements, included in this Annual Report, for the purchase price allocation calculations as well as a description of the methods used to value the identifiable intangible assets.

We do not believe there is a reasonable likelihood that there will be a material change in the future estimates or assumptions we use to complete the purchase price allocation and estimate the fair value of acquired assets and liabilities. However, if future results are not consistent with our estimates or assumptions, we may be exposed to losses or gains that could be material.

Description

Judgments and Uncertainties

Effect if Actual Results Differ From Assumptions

SELF-INSURED LIABILITIES

We are self-insured for certain losses related to health insurance and workers' compensation claims. However, we obtain third-party insurance coverage to limit our exposure to these claims.

When estimating our self-insured liabilities, we consider a number of factors, including historical claims experience, plan structure, internal claims management activities, demographic factors and severity factors. Periodically, management reviews its assumptions to determine the adequacy of our self-insured liabilities.

Our liabilities for health insurance and workers' compensation claims as of December 31, 2010 were \$3.5 million and \$1.7 million, respectively.

STOCK-BASED COMPENSATION

We have stock-based compensation plans, which includes options, stock appreciation rights and unvested share awards and an employee stock purchase plan. See Note 1—"Summary of Significant Accounting Policies," Note 12—"Employee Benefit Plans," and Note 14—"Stock Incentive Plans" to the Notes to Consolidated Financial Statements, included in this Annual Report, for a complete discussion of our stock-based compensation programs.

We determine the fair value of our stock option awards and stock appreciation rights ("SARs") at the date of grant using widely accepted option-pricing models such as Black-Scholes. We determine the fair market value of our restricted stock ("RS") and performance accelerated restricted stock ("PARS") based on the closing stock price of Kforce's common stock at the date of grant. We also utilize a lattice model to determine the derived service period for our SARs and PARS, which contain a market condition.

DEFINED BENEFIT PENSION PLAN—U.S.

We have a defined benefit pension plan that benefits certain named executive officers, the Supplemental Executive Retirement Plan ("SERP"). See Note 12—"Employee Benefit Plans" to the Notes to Consolidated Financial Statements, included in this Annual Report, for a complete discussion of the terms of this plan.

ACCOUNTING FOR INCOME TAXES

See Note 4—"Income Taxes" to the Notes to Consolidated Financial Statements, included in this Annual Report, for a complete discussion of the components of Kforce's income tax expense as well as the temporary differences that exist as of December 31, 2010.

Our self-insured liabilities contain uncertainties because management is required to make assumptions and to apply judgment to estimate the ultimate total cost to settle reported claims and claims incurred but not reported as of the balance sheet date.

Option-pricing models and generally accepted valuation techniques require management to make assumptions and to apply judgment to determine the fair value of our awards. These assumptions and judgments include estimating the future volatility of our stock price, expected dividend yield, risk-free rates, future employee turnover rates and future employee stock option exercise behaviors. Changes in these assumptions can materially affect the estimate of fair value.

RS and PARS require management to make assumptions regarding the likelihood of achieving any performance conditions as well as employee turnover rates.

SARs and PARS also have certain market conditions, which are inherently difficult to estimate but are modeled using a Monte Carlo simulation model.

When estimating the obligation for our pension and postretirement benefit plans, management is required to make certain assumptions and to apply judgment with respect to determining an appropriate discount rate, bonus percentage assumptions and expected future compensation increases for the participants in the plan.

Our consolidated effective income tax rate is influenced by tax planning opportunities available to us in the various jurisdictions in which we conduct business. Significant judgment is required in determining our effective tax rate and in evaluating our tax positions, including those that may be uncertain.

Kforce is also required to exercise judgment with respect to the realization of our net deferred tax asset.

We have not made any material changes in the accounting methodology used to establish our self-insured liabilities during the past three fiscal years.

We do not believe there is a reasonable likelihood that there will be a material change in the estimates or assumptions we use to calculate our self-insured liabilities. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to losses or gains that could be material.

A 10% change in our self-insured liabilities related to health insurance and workers' compensation as of December 31, 2010 would have impacted our net income for 2010 by approximately \$0.5 million.

We do not believe there is a reasonable likelihood that there will be a material change in the future estimates or assumptions we use to determine stock-based compensation expense. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to changes in stock-based compensation expense that could be material or the stock-based compensation expense reported in our financial statements may not be representative of the actual economic cost of the stock-based compensation.

A 10% change in our stock-based compensation expense would have impacted our net income for 2010 by approximately \$0.6 million.

We do not believe there is a reasonable likelihood that there will be a material change in the estimates or assumptions we use to calculate our obligation. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to losses or gains that could be material.

A 10% change in the discount rate used to measure the net periodic pension cost for the SERP during 2010 would have had an insignificant impact on our net income for 2010.

We do not believe that there is a reasonable likelihood that there will be a material change in our liability for uncertain income tax positions or our effective income tax rate. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to losses that could be material.

A 0.50% change in our effective income tax rate from continuing operations would have impacted our net income for 2010 by approximately \$0.2 million.

NEW ACCOUNTING STANDARDS

In November 2008, the SEC issued for comment a proposed roadmap regarding the potential use of financial statements prepared in accordance with International Financial Reporting Standards ("IFRS"). IFRS is a set of standards and interpretations adopted by the International Accounting Standards Board. Under the proposed roadmap, Kforce would be required to prepare its financial statements in accordance with IFRS in our fiscal year ending December 31, 2015. Kforce is currently assessing the potential impact of IFRS on its financial statements and will continue to follow the proposed roadmap for future developments. In February 2010, the SEC released a policy statement confirming the continuous movement toward a vote during 2011 on whether or not to move ahead with a mandate for the required use of IFRS for U.S. public companies as well as an estimated timeline.

In October 2009, the FASB issued guidance related to multiple-deliverable revenue arrangements. This guidance requires entities to allocate revenues in an arrangement using estimated selling prices of the delivered goods and services based on a selling price hierarchy. The amendments eliminate the residual method of revenue allocation and require revenues to be allocated using the relative selling price method. This guidance should be applied on a prospective basis for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010, with early adoption permitted. The Company does not expect the adoption of this guidance to have a material impact on our future Consolidated Financial Statements.

RESULTS OF OPERATIONS

Net service revenues for the years ended December 31, 2010 and 2009 were \$990.8 million and \$910.1 million, respectively, which represents an increase of 8.9%. The increase was primarily due to our Tech (which represents approximately 54% of our total net service revenues) and FA segments (which represents approximately 19% of our net service revenues), which had year-over-year increases in net service revenues of 15.1% and 14.9%, respectively. Net service revenues for HLS declined 1.8% primarily as a result of cost-cutting initiatives of large pharmaceutical companies and delays in hiring activity resulting from several mergers. Our GS segment experienced a 9.9% decline in net service revenues, which was primarily attributable to continued delays in the timing of project awards as well as the trend by the Federal Government to in-source certain functions in an attempt to reduce expenditures.

Flex gross profit margins decreased 50 basis points to 28.7% compared to 29.2% for the years ended December 31, 2010 and 2009, respectively. Kforce experienced declines in Flex gross profit margins across all segments with the exception of Tech, which increased 50 basis points on a year-over-year basis. The decreases experienced in most segments were primarily attributable to the compression in the spread between our bill and pay rates as well as higher payroll taxes, particularly unemployment taxes. SG&A expenses as a percentage of net service revenues were 26.8% and 27.6% for the years ended December 31, 2010 and 2009, respectively.

From an economic standpoint, temporary employment figures and trends are important indicators of staffing demand, which increased during the year ended December 31, 2010 as compared to 2009 based on data published by the Bureau of Labor Statistics ("BLS"). While we believe the macro-employment picture continues to be relatively weak with the unemployment rate at 9.4% as of December 2010, temporary employment has expanded by 495,000 jobs since reaching a low in September 2009. In addition, the penetration rate (the percentage of temporary staffing to total employment) has increased 15 consecutive months from its low of 1.32% in August 2009 to over 1.7% in November 2010. We believe that the penetration rate could surpass the prior peak of 2.0% achieved in the late 1990s. If the penetration rate of temporary staffing continues to increase, we believe that our Flex revenues can grow significantly even in a relatively modest growth macro-economic environment. Management remains cautiously optimistic about the growth prospects of the temporary staffing industry, the penetration rate and in particular our revenue portfolio.

Although there can be no assurance that historical trends will continue, Search activity and Flex gross margins historically decrease heading into the troughs of an economic cycle, increase after economic conditions have shown sustained improvement, and are the strongest during the peak of an economic cycle. Consistent with this trend, we have seen recent increases in Search activity. Search revenues increased 38.6% for 2010 compared to 2009. We believe these increases reflect clients rebuilding staff after significant reductions during 2008 and 2009. We expect this growth trend may flatten in the near term, which may be reflective of the completion of the initial stage of our clients rebuilding their full-time staff and a secular shift to a flexible staffing model.

We have utilized the most recent economic downturn to undertake several significant initiatives including (i) further developing and optimizing our NRC and Strategic Accounts teams in support of our field population, (ii) restructuring both our back office and field operations under our Shared Services program, (iii) upgrading our corporate systems (primarily our front end and time collection systems) and (iv) making other technology investments designed to increase the productivity of our field associates. We believe that these investments have increased our operating efficiency and enabled us to be more responsive to our clients as well as provided for a better operating platform to support the expected future growth. We believe our field operations model, which allows us to deliver our service offerings in a disciplined and consistent manner across all geographies and business lines, as well as our highly centralized back office operations, are competitive advantages and keys to our future growth and profitability. We also believe that our diversified portfolio of service offerings, which are primarily domestic, will also be a key contributor to our long-term financial stability.

Net Service Revenues. The following table sets forth, as a percentage of net service revenues, certain items in our consolidated statements of operations for the years ended:

December 31,	2010	2009	2008
Revenues by Segment:			
Tech	54.4%	51.4%	52.1%
FA	18.9	17.9	21.2
HLS	16.3	18.1	19.0
GS	10.4	12.6	7.7
Net service revenues	100.0%	100.0%	100.0%
Revenues by Time:			
Flex	96.0%	96.9%	93.4%
Search	4.0	3.1	6.6
Net service revenues	100.0%	100.0%	100.0%
Gross profit	31.5%	31.4%	34.6%
Selling, general and administrative expenses	26.8%	27.6%	41.7%
Income (loss) from continuing operations, before income taxes	3.5%	2.4%	(8.7)%
Income (loss) from continuing operations	2.1%	1.4%	(8.9)%
Net income (loss)	2.1%	1.4%	(8.4)%

The following table details net service revenues for Flex and Search revenues by segment and changes from the prior year.

(In thousands)	2010	Increase (Decrease)	2009	Increase (Decrease)	2008
Tech					
Flex	\$522,220	14.1%	\$457,544	(7.2)%	\$493,282
Search	16,346	59.0%	10,280	(61.3)%	26,585
Total Tech	\$538,566	15.1%	\$467,824	(10.0)%	\$519,867
FA					
Flex	\$165,831	13.4%	\$146,186	(16.0)%	\$174,039
Search	21,365	28.2%	16,670	(55.2)%	37,220
Total FA	\$187,196	14.9%	\$162,856	(22.9)%	\$211,259
HLS					
Flex	\$160,247	(2.0)%	\$163,481	(12.8)%	\$187,486
Search	1,666	14.7%	1,452	(33.4)%	2,180
Total HLS	\$161,913	(1.8)%	\$164,933	(13.0)%	\$189,666
GS					
Flex	\$103,132	(9.9)%	\$114,523	50.2%	\$ 76,225
Search	—	—	—	—	—
Total GS	\$103,132	(9.9)%	\$114,523	50.2%	\$ 76,225
Total Flex	\$951,430	7.9%	\$881,734	(5.3)%	\$931,032
Total Search	39,377	38.6%	28,402	(57.0)%	65,985
Total Revenues	\$990,807	8.9%	\$910,136	(8.7)%	\$997,017

While quarterly comparisons are not fully discussed herein, certain quarterly revenue trends are referred to in discussing annual comparisons. Our quarterly operating results are affected by the number of billing days in a quarter, which is provided in the table below. This 2010 quarterly information is presented for this purpose only.

(In thousands, except Billing Days)	Three Months Ended			
	December 31	September 30	June 30	March 31
Billing Days	61	64	64	62
Flex Revenues				
Tech	\$138,467	\$137,326	\$129,961	\$116,466
FA	47,512	44,437	38,152	35,730
HLS	38,145	41,007	41,066	40,029
GS	23,313	26,190	27,091	26,538
Total Flex	\$247,437	\$248,960	\$236,270	\$218,763
Search Revenues				
Tech	\$ 4,402	\$ 4,604	\$ 4,130	\$ 3,210
FA	5,937	5,733	5,282	4,413
HLS	719	222	455	270
Total Search	\$ 11,058	\$ 10,559	\$ 9,867	\$ 7,893
Total Revenues				
Tech	\$142,869	\$141,930	\$134,091	\$119,676
FA	53,449	50,170	43,434	40,143
HLS	38,864	41,229	41,521	40,299
GS	23,313	26,190	27,091	26,538
Total Revenues	\$258,495	\$259,519	\$246,137	\$226,656

Flex Revenues. The primary drivers of Flex revenues are the number of consultant hours worked, the consultant bill rate per hour and, to a limited extent, the amount of billable expenses incurred by Kforce.

Flex revenues for our largest segment, Tech, have been strong compared to the beginning stages of previous economic recoveries, which we believe is primarily a result of the candidate skill sets that are in demand, our great people and our operating model. A recent SIA report projected 10% growth in 2010 for the information technology staffing market while our Tech segment grew 15.1%. We believe that our operating model allows us to deliver our service offerings in a disciplined and consistent manner across all geographies and business lines. This operating model includes our NRC, which we believe has been highly effective in increasing the quality and speed of delivery of services to our clients, particularly our Strategic Accounts. We also believe that unlike the late 1990s and early 2000s, our customers generally did not over-hire during the most recent economic expansion. We also do not believe that an exaggerated technology bubble similar to that which occurred prior to the economic downturn in the early 2000s, which decreased demand for our Tech segment, developed prior to the most recent downturn. We expect to see continued growth in 2011 within our Tech segment.

Our FA segment experienced an increase in net service revenues of 14.9% during the year ended December 31, 2010 compared to 2009. According to a recent SIA report, the overall finance and accounting segment was to expect modest growth of 4% in 2010 with accelerated growth of 8% in 2011 and 2012. Consistent with Tech, we believe that the success of our FA segment has been enabled by our NRC, which has been particularly effective in meeting the demand within the mortgage, refinancing and foreclosure space that has seen significant growth in 2010. We expect to see continued growth in 2011 within our FA segment.

Net service revenues for our HLS segment decreased 1.8% for the year ended December 31, 2010 compared to 2009. The Clinical Research business, which comprised approximately 64% of our HLS segment in 2010, experienced a 3.6% decrease in net service revenues during the year ended December 31, 2010 compared to 2009, which we believe reflects the wind down of a large project and also the cost-cutting initiatives of large pharmaceutical companies and delays in hiring activity resulting from several mergers within this sector. We expect that our Clinical Research business may experience modest growth as a result of the continued impact of these items; however, we believe in the long-term growth prospects of this business. The Health

Information Management ("HIM") business, which comprised approximately 36% of our HLS segment in 2010, consists primarily of professionals providing medical coding and transcription services to hospitals and other healthcare facilities. Net service revenues within HIM increased 1.5% in 2010 as hospital census and spending continued to increase. We expect to see continued growth in 2011 within HIM.

Our GS segment experienced declining results for the year ended December 31, 2010 compared to 2009, which we believe is primarily a result of the macro-economic environment and political landscape. Since the change in the administration took place, our GS segment has been impacted by delays in the timing of project awards as well as a continuing trend by the Federal Government to in-source certain functions. The majority of our GS contracts contain an initial one-year term with four option years, which are typically exercised. At the end of this term, the contract award typically goes through a competitive bidding

process to retain the contract. During 2009, approximately 60% [expressed as a percentage of 2009 revenues] of our GS segment's contracts were subject to the re-compete process. Historically, we have been successful in retaining contracts subject to the re-compete process although there can be no assurances that we will be as successful in the future. In 2010, management refocused its efforts on business development activities as the number of re-competes and the resources consumed related to the re-compete process have returned to normal levels. Management cannot predict the outcome of efforts to reduce federal spending and whether these efforts will materially impact the budgets of federal agencies that are customers of our GS segment. We expect net service revenues within our GS segment to be flat in 2011 as a result of the continuing trend of the Federal Government to in-source functions and Federal Government budgetary delays and cutbacks. We continue to believe in the long-term prospects of our GS segment.

The following table details total Flex hours for each segment and percentage changes over the prior period for the years ended December 31:

(In thousands)	2010	Increase (Decrease)	2009	Increase (Decrease)	2008
Tech	8,333	14.1%	7,304	(4.0)%	7,606
FA	5,037	15.1%	4,378	(9.5)%	4,840
HLS	1,971	5.2%	1,873	(12.0)%	2,129
GS	1,114	(12.5)%	1,273	51.4%	841
Total hours	16,455	11.0%	14,828	(3.8)%	15,416

The changes in billable expenses, which are included as a component of net services revenues, are primarily attributable to increases or decreases in project work. Flex billable expenses for each of our segments were as follows for the years ended December 31:

(In thousands)	2010	Increase (Decrease)	2009	Increase (Decrease)	2008
Tech	\$ 4,126	3.6%	\$ 3,983	57.1%	\$ 2,536
FA	374	98.9%	188	(39.7)%	312
HLS	13,723	(2.1)%	14,016	(32.3)%	20,695
GS	538	(53.7)%	1,163	315.4%	280
Total billable expenses	\$18,761	(3.0)%	\$19,350	(18.8)%	\$23,823

Search Fees. The increase or decrease in Search fees is primarily attributable to the increase or decrease in the number of placements as well as the average fee earned on each placement. Search fees also include conversion revenues (conversions occur when consultants initially assigned to a client on a temporary basis are later converted to a permanent placement). Our GS segment does not make permanent placements.

As previously mentioned, Search activity historically decreases heading into the troughs of an economic cycle, increases after economic conditions have shown sustained improvement, and is the strongest during the peak of an economic cycle. We cannot provide any assurances, however, that

historical trends will continue. Search revenues increased 38.6% for the year ended December 31, 2010 compared to 2009. In addition, Search revenues increased sequentially each quarter during 2010. We believe these increases reflect our clients rebuilding their staff after significant reductions during 2008 and 2009. We expect this trend may subside in the near term after the initial increase but may still grow if the economic growth continues. Over the last several years, Kforce has aligned its Search business more closely with its Flex business to more efficiently meet customer needs and reduce the impact of the volatile nature of the Search business, as well as reduce the overall costs that must be invested in establishing and maintaining the Search workforce.

Total placements for each segment were as follows for the years ended December 31:

	2010	Increase (Decrease)	2009	Increase (Decrease)	2008
Tech	1,118	51.3%	739	(55.6)%	1,665
FA	1,820	26.1%	1,443	(48.3)%	2,792
HLS	88	(12.0)%	100	(30.6)%	144
Total placements	3,026	32.6%	2,282	(50.4)%	4,601

The average fee per placement for each segment was as follows for the years ended December 31:

	2010	Increase (Decrease)	2009	Increase (Decrease)	2008
Tech	\$14,615	5.1%	\$13,911	(12.9)%	\$15,972
FA	11,742	1.7%	11,549	(13.4)%	13,329
HLS	18,948	30.5%	14,524	(4.0)%	15,131
Total average placement fee	\$13,013	4.6%	\$12,444	(13.2)%	\$14,341

Gross Profit. Gross profit on Flex billings is determined by deducting the direct cost of services (primarily flexible personnel payroll wages, payroll taxes, payroll-related insurance, and subcontract costs) from net Flex service revenues. In addition, consistent with industry practices, gross profit dollars from Search fees are equal to revenues, because there are generally no direct costs associated with such revenues.

The following table presents, for each segment, the gross profit percentage for the year as well as the increase or decrease over the preceding period, as follows:

	2010	Increase (Decrease)	2009	Increase (Decrease)	2008
Tech	29.7%	3.8%	28.6%	(7.7)%	31.0%
FA	37.8%	(0.5)%	38.0%	(15.9)%	45.2%
HLS	29.9%	0.0%	29.9%	(5.1)%	31.5%
GS	32.2%	(10.1)%	35.8%	(4.0)%	37.3%
Total gross profit percentage	31.5%	0.3%	31.4%	(9.2)%	34.6%

Changes in the amount of Search fees as a percentage of total revenues can significantly impact total gross profit percentage because Search revenues contribute 100% to gross profit, as described previously. Given this dynamic, Kforce monitors the gross profit percentage as a percentage of Flex revenues, which is referred to as the Flex gross profit percentage. This provides management with the necessary insight into the other drivers of total gross profit percentage such as changes in volume evidenced by changes in hours billed for Flex and changes in the spread between bill rate and pay rate for Flex.

The increase in Search gross profit from 2009 to 2010 was \$11.0 million, composed of a \$9.4 million increase in volume and a \$1.6 million increase in rate. The decrease in Search gross profit from 2008 to 2009 was \$37.6 million, composed of a \$30.9 million decrease in volume and a \$6.7 million decrease in rate.

The following table presents, for each segment, the Flex gross profit percentage for the years ended December 31:

	2010	Increase (Decrease)	2009	Increase (Decrease)	2008
Tech	27.5%	1.9%	27.0%	(1.1)%	27.3%
FA	29.8%	(3.6)%	30.9%	(7.8)%	33.5%
HLS	29.2%	0.0%	29.2%	(4.9)%	30.7%
GS	32.2%	(10.1)%	35.8%	(4.0)%	37.3%
Total Flex gross profit percentage	28.7%	(1.7)%	29.2%	(2.3)%	29.9%

The increase in Flex gross profit from 2009 to 2010 was \$15.4 million, composed of a \$26.0 million increase in volume and a \$10.6 million decrease in rate. The decrease in Flex gross profit from 2008 to 2009 was \$21.1 million, composed of a \$10.3 million decrease in volume and a \$10.8 million decrease in rate.

In general, as economic conditions begin to improve and revenues begin to increase, there is typically a lag in our ability to raise average bill rates as quickly as pay rates increase, thereby negatively impacting margins. In addition, the increase in payroll taxes, particularly unemployment taxes, has impacted our Flex gross profit percentage in recent years, which we expect may continue to rise. Our Tech segment experienced an increase in the Flex gross profit percentage for the year ended December 31, 2010 compared to 2009, which was primarily the result of an improvement in the spread between our bill and pay rate and a decrease in payroll taxes resulting from the Hiring Incentives to Restore Employment Act ("HIRE Act"). The decrease in the Flex gross profit percentage for our FA segment for the year ended December 31, 2010 compared to 2009 was also impacted by a shift in Flex hours to clients with higher volume and lower gross margins offset by a decrease in payroll taxes which was primarily the result of the HIRE Act. The Flex gross profit percentage decline for our GS segment for the year ended December 31, 2010 compared to 2009 was primarily impacted by a shift in the type of contract from a time-and-materials to fixed fee and

cost plus arrangements, which generally carry a lower margin, as well as reduced pricing resulting from the Federal Government's efforts to reduce spending.

A significant continued focus for the Firm is on optimizing the spread between bill rates and pay rates, which will focus on providing our associates with tools, economic knowledge and defined programs to drive improvement in the effectiveness of our pricing strategy around the staffing services we provide. This strategy will serve to balance the desire for optimal volume, rate, effort and duration of assignment, while ultimately maximizing the benefit for our clients, consultants and the Firm. We anticipate that our Flex gross profit margin will increase in each of our segments in 2011.

Selling, General and Administrative ("SG&A") Expenses.

For the years ended December 31, 2010, 2009 and 2008, total commissions, compensation, payroll taxes, and benefit costs as a percentage of SG&A represented 83.6%, 82.1%, and 55.8% (81.1% excluding the goodwill and intangible asset impairment charge), respectively. Commissions and related payroll taxes and benefit costs are variable costs driven primarily by revenues and gross profit levels, and associate performance. Therefore, as gross profit levels change, these expenses are also generally anticipated to change but remain relatively consistent as a percentage of revenues.

The following table presents these components of SG&A along with an "other" caption, which includes bad debt expense, lease expense, professional fees, travel, telephone, computer and certain other expenses; as an absolute amount and as a percentage of total net service revenues for the years ended December 31:

(In thousands)	2010	% of Revenues	2009	% of Revenues	2008	% of Revenues
Compensation, commissions, payroll taxes and benefits costs	\$221,602	22.4%	\$206,315	22.7%	\$232,189	23.3%
Other	43,581	4.4	44,083	4.8	54,286	5.4
Impairment charges	—	—	870	0.1	129,409	13.0
Total SG&A	\$265,183	26.8%	\$251,268	27.6%	\$415,884	41.7%

SG&A as a percentage of net service revenues decreased 80 basis points in 2010 compared to 2009. This was primarily attributable to the following:

- Decrease in compensation and benefits cost of 0.4% of net service revenues, which was primarily related to: (i) an overall decrease in compensation as a result of the Firm's continued efforts to align pay for performance; (ii) a decrease in the cost of providing health insurance to our employees as a result of a decline in claim volume and severity during the year ended December 31, 2010; (iii) an increase in the amount of capitalized labor related to our significant technology projects and (iv) a decrease in stock-based compensation resulting from a \$3.6 million charge incurred from the acceleration of the vesting of certain equity awards during September of 2009. These decreases were partially offset by an increase in compensation within our Strategic Accounts and NRC teams, which is reflective of the investments made by the Firm.

- Decrease in lease expense of 0.3% of net service revenues, which was primarily attributable to the acquisition of our corporate headquarters during May 2010, which eliminated any future lease expense relating to this location.
- Decrease in bad debt expense of 0.2% of net service revenues, which was primarily attributable to the reduction of our allowance for doubtful accounts to reflect the positive experience as it relates to our accounts receivable portfolio and increased clarity with respect to the macro-economic environment.
- Increase in professional fees of 0.2% of net service revenues, which was primarily attributable to an accrual for the expected settlement of a class action lawsuit and related legal fees.

Depreciation and Amortization. The following table presents depreciation and amortization expense by major category for the years ended December 31, 2010, 2009 and 2008 as well as the increases [decreases] experienced during 2010 and 2009:

(In thousands)	2010	Increase (Decrease)	2009	Increase (Decrease)	2008
Fixed asset depreciation	\$ 3,777	19.3%	\$ 3,167	14.0%	\$2,777
Capital lease asset depreciation	1,781	(14.5)	2,084	(21.0)	2,638
Capitalized software amortization	4,925	11.3	4,426	(6.2)	4,720
Intangible asset amortization	2,128	6.6	1,996	(45.9)	3,689
Total depreciation and amortization	\$12,611	8.0%	\$11,673	(15.6)%	\$13,824

Fixed Asset Depreciation: The \$0.6 million increase in 2010 primarily relates to the acquisition of Kforce's corporate headquarters in May 2010. The \$0.4 million increase in 2009 was primarily related to increases in the purchases of computer hardware, furniture and leasehold improvements, which were primarily for expansions in our business and the number of field office lease renewals.

Capital Lease Asset Depreciation: The \$0.3 million and \$0.6 million decrease in 2010 and 2009, respectively, were primarily related to the reduction in costs associated with certain capital leases in 2010 and 2009, and decisions to purchase certain computer equipment in 2008 as opposed to leasing such assets.

Capitalized Software Amortization: The \$0.5 million increase in 2010 primarily related to the commencement of amortization on several technology initiatives implemented during 2010. The \$0.3 million decrease in 2009 is primarily related to certain software becoming fully amortized during late 2008 and 2009.

Intangible Asset Amortization: The \$1.7 million decrease in 2009 is primarily related to the completion of amortization of certain identifiable intangible assets acquired in the 2004 acquisition of Hall Kinion and the 2005 acquisition of VistaRMS, Inc.

Other Expense, Net. Other expense, net was \$1.3 million in 2010, \$1.1 million in 2009 and \$2.1 million in 2008, and consists primarily of interest expense related to Kforce's Credit Facility. The decrease of \$1.0 million in 2009 was primarily due to Kforce's continued emphasis on paying down outstanding debt during 2009 and 2008, and the reduction of Kforce's weighted average borrowing rate.

Income Tax Expense. Income tax expense as a percentage of income from continuing operations before income taxes (our "effective rate for continued operations") for each of the three years ended December 31, 2010, 2009 and 2008 was 38.1%, 41.2%, and (2.2)%, respectively. The decrease in Kforce's effective rate for 2010 is primarily a result of higher pretax net income for 2010 and the impact of unrealized foreign exchange gains and losses attributable to our operations in the Philippines. The change in the effective tax rate for 2009 was primarily related to the largely non-deductible goodwill impairment charge that occurred in 2008.

Income from Discontinued Operations, Net of Income Taxes. Discontinued operations include the consolidated income and expense of Kforce's Scientific and Nursing businesses. During the three months ended June 30, 2008, Kforce completed the sale of its Scientific and per-diem Nursing businesses resulting in a pretax gain of \$7.3 million for the year ended December 31, 2008. Included in the determination of the pretax gain is \$2.1 million of goodwill that was allocated to the carrying value of these businesses upon disposition, and transaction expenses which primarily included commissions, legal fees and transaction bonuses totaling \$1.4 million.

Income tax expense as a percentage of income from discontinued operations, before income taxes, for the years ended December 31, 2008 and 2007 was 41.0% and 39.3%, respectively. The increase in the effective income tax rate of discontinued operations for the year ended December 31, 2008 is primarily related to the non-deductibility of a portion of the goodwill that was allocated to the carrying value of the per-diem Nursing business upon its disposition.

Adjusted EBITDA. Adjusted EBITDA, a non-GAAP financial measure, is defined as net income before discontinued operations, non-cash impairment charges, interest, income taxes, depreciation and amortization, and amortization of stock-based compensation expense. Adjusted EBITDA should not be considered a measure of financial performance under generally accepted accounting principles. Items excluded from Adjusted EBITDA are significant components in understanding and assessing our past and future financial performance, and this presentation should not be construed as an inference by us that our future results will be unaffected by those items excluded from Adjusted EBITDA. Adjusted EBITDA is a key measure used by management to evaluate its operations including its ability to generate cash flows and, consequently, management believes this is useful information to investors. The measure should not be considered in isolation or as an alternative to net income, cash flows or other financial statement information presented in the unaudited condensed consolidated financial statements as indicators of financial performance or liquidity. The measure is not determined in accordance with generally accepted accounting principles and is thus susceptible to varying calculations. Also, Adjusted EBITDA, as presented, may not be comparable to similarly titled measures of other companies.

Some of the items that are excluded also impacted certain balance sheet assets, resulting in all or a portion of an asset being written off without a corresponding recovery of cash we may have previously spent with respect to the asset. In addition, although we excluded stock-based compensation expense (which we expect to continue to incur in the future) because it is a non-cash expense, the associated stock issued may result in an increase in our outstanding shares of stock, which may result in the dilution of our stockholder ownership interest. We encourage you to evaluate these items and the potential risks of excluding such items when analyzing our financial position.

The following table presents Adjusted EBITDA results and includes a reconciliation of Adjusted EBITDA to net income for the years ended December 31:

(In thousands, except per share amounts)	2010	Per Share	2009	Per Share	2008	Per Share
Net income (loss)	\$20,634	\$0.51	\$12,873	\$0.33	\$(84,108)	\$(2.13)
Income from discontinued operations, net of taxes	—	—	—	—	5,013	0.13
Income (loss) from continuing operations	20,634	0.51	12,873	0.33	(89,121)	(2.26)
Intangible assets impairment, pre-tax	—	—	870	0.02	129,409	3.28
Depreciation and amortization	12,611	0.31	11,673	0.30	13,824	0.35
Acceleration of PARS and SARs	—	—	3,624	0.09	6,009	0.15
Amortization of stock options and SARs	—	—	127	0.00	2,363	0.06
Amortization of RS and PARS	6,036	0.15	2,620	0.07	3,372	0.09
Interest expense and other	1,254	0.03	1,338	0.03	2,258	0.06
Income tax expense	12,690	0.31	9,020	0.23	1,928	0.05
Earnings per share adjustment*	—	—	—	—	—	(0.03)
Adjusted EBITDA	\$53,225	\$1.31	\$42,145	\$1.07	\$ 70,042	\$ 1.75

*This earnings per share adjustment is necessary to properly reconcile net loss per share on a GAAP basis to Adjusted EBITDA per share. Reconciling items within the table above are based on basic weighted average shares outstanding, as the inclusion of dilutive securities such as stock options and stock awards would have an anti-dilutive effect on loss per share.

LIQUIDITY AND CAPITAL RESOURCES

To meet our capital and liquidity requirements, we primarily rely on operating cash flow as well as borrowings under our existing Credit Facility. At December 31, 2010, Kforce had \$64.9 million in working capital compared to \$57.9 million in 2009. Kforce's current ratio (current assets divided by current liabilities) was 1.6 at the end of 2010 and 1.7 at the end of 2009. As a result of the expiration date of the current Credit Facility, we have classified \$10.8 million of outstanding borrowings under the Credit Facility as a current liability in our Consolidated Financial Statements as of December 31, 2010, which has impacted the above measures. As a result of the increase in Kforce's long-term debt, which was driven primarily by the acquisition of its corporate headquarters in May 2010, our percentage of borrowings under our Credit Facility to equity increased to 4.3% as of December 31, 2010 from 1.3% as of December 31, 2009.

Please see the accompanying Consolidated Statements of Cash Flows for each of the three years ended December 31, 2010 in the Consolidated Financial Statements for a more detailed description of our cash flows. Kforce is principally focused on achieving the appropriate balance in the following areas of cash flow: (i) achieving positive cash flow from operating activities; (ii) reducing the outstanding balance of our Credit Facility; (iii) repurchasing our common stock; (iv) investing in our infrastructure to allow sustainable growth via capital expenditures; and (v) making strategic acquisitions.

We believe that existing cash and cash equivalents, cash flow from operations, and available borrowings under our Credit Facility will be adequate to meet the capital expenditure and working capital requirements of our operations for at least the next 12 months. However, further deterioration in the economic environment and market conditions, among other things, could negatively impact operating results and liquidity as well as the ability of our lenders to fund borrowings. There is no assurance that: (i) our lenders will be able to fund our borrowings; or (ii) if operations were to deteriorate and additional financing were to become necessary, we would be able to obtain financing in amounts sufficient to meet operating requirements or at terms which are satisfactory and which allow us to remain competitive.

Actual results could also differ materially from those indicated as a result of a number of factors, including the use of currently available resources for possible acquisitions and possible additional stock repurchases.

The following table presents a summary of our cash flows from operating, investing and financing activities, as follows:

(In thousands)	Years Ended December 31,		
	2010	2009	2008
Cash provided by (used in):			
Operating activities	\$ 28,590	\$ 42,696	\$ 89,328
Investing activities	(35,768)	(6,039)	(39,442)
Financing activities	5,421	(34,505)	(50,309)
Net (decrease) increase in cash and cash equivalents	\$ (1,757)	\$ 2,152	\$ (423)

Discontinued Operations

As was previously discussed, Kforce sold its Scientific and its per-diem Nursing businesses on April 29, 2008 and June 29, 2008, respectively. The accompanying Consolidated Statements of Cash Flows have been presented on a combined basis (continuing operations and discontinued operations). Cash flows provided by discontinued operations for all prior periods, including the year ended December 31, 2008, were provided by operating activities and were not material to the capital resources of Kforce. In addition, the absence of cash flows from discontinued operations is not expected to have a significant effect on the future liquidity, financial position, or capital resources of Kforce.

Operating Activities

The significant variations in cash provided by operating activities and net income (loss) are principally related to adjustments to net income (loss) for certain non-cash charges such as the goodwill and intangible asset impairment charge, depreciation and amortization expense, stock-based compensation and the gain on sale of discontinued operations. These adjustments are more fully detailed in our Consolidated Statements of Cash Flows for the three years ended December 31, 2010 in the Consolidated Financial Statements. Our largest source of operating cash flows is the collection of trade receivables and our largest use of operating cash flows is the payment of our employee and consultant populations' compensation, which includes base salary, commissions and bonuses. The decrease in cash provided by operating activities in 2010 primarily resulted from the increase in trade receivables, net due to the increase in net service revenues and the timing of collections.

Investing Activities

Capital expenditures have been made over the years on Kforce's infrastructure as we anticipate growth in our business. Capital expenditures during 2010, 2009 and 2008 were \$37.7 million, \$3.8 million and \$8.5 million, respectively. The increase in cash used for capital expenditures during the year ended December 31, 2010 as compared to 2009 and 2008 was primarily a result of the acquisition of our corporate headquarters in May 2010 for a total purchase price, including acquisition-related costs, of \$28.9 million. Capital expenditures during 2009 were below the levels of 2008 primarily as a result of: (i) the significant investments in our technology infrastructure in previous years; (ii) prioritizing the uses of cash during the economic recession; and (iii) taking time to strategically plan for future investments.

We expect to continue to selectively invest in our infrastructure in order to support the expected future growth in our business. Kforce believes it has sufficient cash and availability under its Credit Facility to make any necessary capital expenditures in the foreseeable future.

Cash proceeds from the dispositions of our Scientific and per-diem Nursing businesses were \$12.0 million for the year ended December 31, 2008. We continually review our portfolio of businesses and their operations in comparison to our internal strategic and performance objectives. As part of this review, we may acquire other businesses and further invest in, fully divest and/or sell parts of our current businesses.

Financing Activities

There were no open market repurchases of common stock in 2009 or 2010. During 2008, open market repurchases of common stock were \$36.7 million.

Credit Facility

Borrowings under the Credit Facility are limited to 85% of eligible accounts receivable, of which unbilled receivables can be no more than 40% of billed receivables, less certain minimum availability reserves, and bear interest at a rate of LIBOR plus 1.25% or Prime. Fluctuations in the ratio of unbilled to billed receivable could result in material changes to availability from time to time. Letters of credit issued under the Credit Facility require Kforce to pay a fronting fee equal to 0.125% of the amount of each letter of credit issued plus 1.25% per annum of the total amount of letters of credit outstanding. To the extent that Kforce has unused availability under the Credit Facility, an unused line fee is required to be paid equal to 0.25% of the average unused balance on a monthly basis. Borrowings under the Credit Facility are principally secured by our accounts receivable but are also secured by substantially all of the assets of Kforce. Under the Credit Facility, Kforce is required to maintain a minimum fixed charge coverage ratio in the event that it is unable to maintain minimum availability under the Credit Facility of \$15.0 million. As of December 31, 2010, Kforce had availability under the Credit Facility in excess of the minimum requirement; therefore, the minimum fixed charge coverage ratio of 1.25 to 1.00 was not applicable. Kforce believes that it will be able to maintain the minimum availability requirement; however, in the event that Kforce is unable to do so, Kforce could fail the fixed charge coverage ratio, which would constitute an event of default.

On September 15, 2009, and effective as of September 16, 2009, CIT Group, Inc. ("CIT") assigned rights and obligations under the Credit Facility together with a corresponding portion of each of its outstanding committed loans and letter of credit obligations in an amount equal to \$20.0 million to Wachovia. After giving effect to this assignment, the commitments of Wachovia and CIT under the Credit Facility are now \$50.0 million and \$15.0 million, respectively. Kforce Inc. incurred no fees in conjunction with this assignment and there was no impact to the maximum borrowings or other provisions within the Credit Facility.

The Credit Facility expires in November 2011. Kforce is currently undergoing an evaluation of various financing alternatives, including an extension of the existing Credit Facility, a new credit facility and alternative financing vehicles. As a result of the expiration date of the current Credit Facility, we have classified outstanding borrowings under the Credit Facility as a current liability in our Consolidated Financial Statements as of December 31, 2010. Kforce cannot provide any assurance that it will be able to secure alternative financing prior to the expiration of the existing Credit Facility. Kforce believes that cash generated from operating activities would be sufficient to fund operations if such an event occurs.

As of December 31, 2010, \$10.8 million was outstanding and \$89.3 million was available under the Credit Facility. During the three months ended December 31, 2010, maximum outstanding borrowings under the Credit Facility were \$22.6 million. The increase in the cash provided by financing activities for the year ended December 31, 2010 as compared to 2009 was primarily the result of the acquisition of our corporate headquarters in the second quarter of 2010 for a total purchase price, including acquisition-related costs, of \$28.9 million. As of March 3, 2011, \$36.0 million was outstanding and \$69.0 million was available under the Credit Facility.

Off-Balance Sheet Arrangements

Kforce provides letters of credit to certain vendors in lieu of cash deposits. At December 31, 2010, Kforce had letters of credit outstanding for workers' compensation and other insurance coverage totaling \$2.7 million and for facility lease deposits totaling \$0.2 million. Kforce does not have any additional off-balance sheet arrangements that have had, or are expected to have, a material effect on our Consolidated Financial Statements.

Stock Repurchases

As of December 31, 2009, our Board of Directors had authorized \$75.0 million of repurchases of our common stock, and \$72.5 million remained available for future repurchases. During the year ended December 31, 2010, Kforce repurchased approximately 0.2 million

shares of common stock for minimum income tax withholding on the exercising of stock options and SARs and the vesting of restricted stock awards at a total cost of \$3.6 million. There were no open market repurchases during 2010. As of December 31, 2010, \$68.9 million remains available for future repurchases.

On December 30, 2010, Kforce filed a Form 8-K with the SEC announcing that it had entered into a corporate stock repurchase plan in accordance with Rule 10b5-1 of the Exchange Act, which was effective from January 6, 2011 through February 11, 2011. This corporate stock repurchase plan was subject to certain price, market, volume and timing constraints which were specified in the plan. Pursuant to this plan, Kforce repurchased 0.1 million shares at a total purchase price of \$1.7 million. Also, Kforce repurchased 0.2 million shares at a total purchase price of \$3.4 million from February 12, 2011 through March 4, 2011.

Contractual Obligations and Commitments

The following table presents our expected future contractual obligations as of December 31, 2010:

(In thousands)	Payments due by period				
	Total	Less than 1 year	1-3 Years	3-5 Years	More than 5 years
Operating lease obligations	\$ 13,189	\$ 5,785	\$ 6,611	\$ 793	\$ —
Capital lease obligations	4,275	1,871	2,158	246	—
Credit facility (a)	10,825	10,825	—	—	—
Interest payable—credit facility (b)	148	148	—	—	—
Purchase obligations	14,344	6,548	7,024	772	—
Liability for unrecognized tax positions (c)	—	—	—	—	—
Deferred compensation plan liability (d)	20,678	967	1,094	310	18,307
Other (e)	—	—	—	—	—
Supplemental executive retirement plan (f)	41,933	—	10,383	—	31,550
Supplement executive retirement health plan (f)	8,543	—	17	86	8,440
Foreign defined benefit pension plan (g)	23,780	—	404	22	23,354
Total	\$137,715	\$26,144	\$27,691	\$2,229	\$81,651

(a) The Credit Facility expires in November 2011. Kforce is currently undergoing an evaluation of various financing alternatives, including an extension of the existing Credit Facility, a new credit facility and alternative financing vehicles. As a result of the expiration date of the current Credit Facility, we have classified all outstanding borrowings under the Credit Facility as a current liability in our Consolidated Financial Statements as of December 31, 2010.

(b) Kforce's weighted average interest rate as of December 31, 2010 was 1.64%, which was utilized to forecast the expected future interest rate payments. These payments are inherently uncertain due to interest rate and outstanding borrowings fluctuations that will occur over the remaining term of the Credit Facility.

(c) Kforce's liability for unrecognized tax positions as of December 31, 2010 was \$0.2 million. This balance has been excluded from the table above due to the significant uncertainty with respect to expected settlements.

(d) Kforce has a non-qualified deferred compensation plan pursuant to which eligible highly-compensated key employees may elect to defer part of their compensation to later years. These amounts, which are classified as other accrued liabilities and other long-term liabilities, respectively, are payable upon retirement or termination of employment. Amounts payable upon the retirement or termination of employment may become payable during the next five years if covered employees schedule a distribution, retire or terminate during that time.

(e) Kforce provides letters of credit to certain vendors in lieu of cash deposits. Kforce currently has letters of credit totaling \$2.8 million outstanding as security for workers' compensation and property insurance policies as well as facility lease deposits. Kforce maintains a sublimit for letters of credit of \$15 million under its Credit Facility.

(f) There is no funding requirement associated with the SERP or the SERHP. Kforce does not currently anticipate funding the SERP or SERHP during 2011. Kforce has included the total undiscounted projected benefit payments, as determined at December 31, 2010, in the table above. See Note 12—"Employee Benefit Plans" to the Consolidated Financial Statements for more detail.

(g) Kforce has included the total undiscounted projected benefit payments, as determined at December 31, 2010 in the table above. There is no funding requirement associated with this plan.

Kforce has no material unrecorded commitments, losses, contingencies or guarantees associated with any related parties or unconsolidated entities.

Income Tax Audits

Kforce is periodically subject to U.S. Internal Revenue Service audits as well as state and other local income tax audits for various tax years. Although Kforce has not experienced any material liabilities in the past due to income tax audits, Kforce can make no assurances concerning future tax audits.

Registration Statement on Form S-3

On March 18, 2009, Kforce filed a Registration Statement on Form S-3 that allows the issuance of up to \$250 million of common stock and other equity, debt and financial instruments for general corporate purposes which may include capital expenditures, the repayment or refinancing of debt, investments in our subsidiaries, working capital, or the financing of possible acquisitions or business opportunities. Such filings are referred to as "Shelf Registrations." No issuance of securities has been made under this registration statement as of December 31, 2010. There is no assurance that the existence of the Shelf Registration will assist Kforce in registering its securities in connection with future efforts to raise capital or for other purposes.

MANAGEMENT REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of Kforce is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) of the Exchange Act. Kforce's internal control system was designed to provide reasonable assurance to Kforce's management and Board of Directors regarding the preparation and fair presentation of published financial statements.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective provide only reasonable assurance with respect to financial statement preparation and presentation.

Under the supervision and with the participation of the CEO and the CFO, Kforce's management assessed the effectiveness of Kforce's internal control over financial reporting as of December 31, 2010. In making this assessment, it used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control—Integrated Framework. Based on our assessment we believe that, as of December 31, 2010, Kforce's internal control over financial reporting is effective based on those criteria.

Kforce's independent registered public accounting firm, Deloitte & Touche LLP, has issued an audit report on our internal control over financial reporting. This report follows.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Kforce Inc.
Tampa, Florida

We have audited the accompanying consolidated balance sheets of Kforce Inc. and subsidiaries ("Kforce") as of December 31, 2010 and 2009, and the related consolidated statements of operations and comprehensive income (loss), stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2010. We also have audited Kforce's internal control over financial reporting as of December 31, 2010, based on *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Kforce's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management Report on internal control over Financial Reporting. Our responsibility is to express an opinion on these financial statements and an opinion on Kforce's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Kforce as of December 31, 2010 and 2009, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2010, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, Kforce maintained, in all material respects, effective internal control over financial reporting as of December 31, 2010, based on the criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Deloitte & Touche LLP

Certified Public Accountants

Tampa, Florida
March 4, 2011

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)

(In thousands, except per share amounts)

Years Ended December 31,	2010	2009	2008
Net service revenues	\$990,807	\$910,136	\$997,000
Direct costs of services	678,393	624,157	652,300
Gross profit	312,414	285,979	344,600
Selling, general and administrative expenses, excluding impairment	265,183	250,398	286,400
Goodwill and intangible asset impairment	—	870	129,400
Selling, general and administrative expenses	265,183	251,268	415,800
Depreciation and amortization	12,611	11,673	13,800
Income (loss) from operations	34,620	23,038	(85,000)
Other expense (income):			
Interest income	(20)	(99)	(200)
Interest expense	1,274	1,437	2,300
Other expense (income)	42	(193)	(100)
Income (loss) from continuing operations, before income taxes	33,324	21,893	(87,100)
Income tax expense	12,690	9,020	1,900
Income (loss) from continuing operations	20,634	12,873	(89,100)
Income from discontinued operations, net of income taxes	—	—	5,000
Net income (loss)	20,634	12,873	(84,100)
Other comprehensive (loss) income:			
Pension and postretirement plans adjustments, net of tax	(267)	(1,602)	300
Comprehensive income (loss)	\$ 20,367	\$ 11,271	\$ (83,700)
Earnings (loss) per share—basic			
From continuing operations	\$0.52	\$0.33	\$(2.00)
From discontinued operations	—	—	0.00
Earnings (loss) per share—basic	\$0.52	\$0.33	\$(2.00)
Earnings (loss) per share—diluted			
From continuing operations	\$0.51	\$0.33	\$(2.00)
From discontinued operations	—	—	0.00
Earnings (loss) per share—diluted	\$0.51	\$0.33	\$(2.00)
Weighted average shares outstanding—basic	39,480	38,485	39,400
Weighted average shares outstanding—diluted	40,503	39,330	39,400

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED BALANCE SHEETS

(In thousands)

December 31,	2010	2009
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 1,055	\$ 2,812
Trade receivables, net of allowances of \$4,021 and \$6,604, respectively	148,507	123,144
Income tax refund receivable	5,675	246
Deferred tax asset, net	4,950	6,011
Prepaid expenses and other current assets	5,014	4,924
Total current assets	165,201	137,137
Fixed assets, net	38,130	11,407
Other assets, net	32,941	32,914
Deferred tax asset, net	8,907	10,380
Intangible assets, net	7,787	10,075
Goodwill	138,078	137,912
Total assets	\$ 391,044	\$ 339,825
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable and other accrued liabilities	\$ 30,602	\$ 25,437
Accrued payroll costs	54,461	50,690
Current debt—credit facility	10,825	—
Other current liabilities	4,185	2,807
Income taxes payable	250	279
Total current liabilities	100,323	79,213
Long-term debt—credit facility	—	3,000
Long-term debt—other	2,103	1,784
Other long-term liabilities	34,801	29,103
Total liabilities	137,227	113,100
Commitments and contingencies (see Note 15)		
Stockholders' Equity:		
Preferred stock, \$0.01 par; 15,000 shares authorized, none issued and outstanding	—	—
Common stock, \$0.01 par; 250,000 shares authorized, 66,542 and 63,281 issued, respectively	665	633
Additional paid-in capital	355,869	338,890
Accumulated other comprehensive loss	(1,480)	(1,213)
Retained earnings	61,979	41,345
Treasury stock, at cost; 24,823 and 24,176 shares, respectively	(163,216)	(152,930)
Total stockholders' equity	253,817	226,725
Total liabilities and stockholders' equity	\$ 391,044	\$ 339,825

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(In thousands)

Years Ended December 31,	2010	2009	2008
Common stock—shares:			
Shares at beginning of period	63,281	61,866	60,919
Exercise of stock options and stock appreciation rights	1,212	615	371
Issuance of restricted stock	2,049	800	576
Shares at end of period	66,542	63,281	61,866
Common stock—par value:			
Balance at beginning of period	\$ 633	\$ 619	\$ 609
Exercise of stock options and stock appreciation rights	12	6	4
Issuance of restricted stock	20	8	6
Balance at end of period	\$ 665	\$ 633	\$ 619
Additional paid-in capital:			
Balance at beginning of period	\$ 338,890	\$ 325,187	\$ 310,165
Exercise of stock options and stock appreciation rights	8,626	5,944	2,591
Income tax benefit from stock-based compensation	2,337	1,243	416
Stock-based compensation expense	6,036	6,371	11,744
Employee stock purchase plan	—	153	277
Issuance of restricted stock	(20)	(8)	(6)
Balance at end of period	\$ 355,869	\$ 338,890	\$ 325,187
Accumulated other comprehensive (loss) income:			
Balance at beginning of period	\$ (1,213)	\$ 389	\$ —
Pension and postretirement plans adjustments, net of tax of \$170, \$1,051 and \$310, respectively	(267)	(1,602)	389
Balance at end of period	\$ (1,480)	\$ (1,213)	\$ 389
Retained earnings:			
Balance at beginning of period	\$ 41,345	\$ 28,472	\$ 112,580
Net income (loss)	20,634	12,873	(84,108)
Balance at end of period	\$ 61,979	\$ 41,345	\$ 28,472
Treasury stock—shares:			
Shares at beginning of period	24,176	23,850	19,365
Open market repurchases of common stock	—	—	4,395
Shares tendered in payment of the exercise price of stock options	420	195	52
Shares repurchased for minimum tax withholding on restricted stock, stock option exercises and stock appreciation rights	227	212	134
Employee stock purchase plan	—	(81)	(96)
Shares at end of period	24,823	24,176	23,850
Treasury stock—cost:			
Balance at beginning of period	\$(152,930)	\$(148,824)	\$(110,886)
Open market repurchases of common stock	—	—	(36,712)
Shares tendered in payment of the exercise price of stock options	(6,705)	(2,171)	(578)
Shares repurchased for minimum tax withholding on restricted stock awards, stock option exercises and stock appreciation rights	(3,581)	(2,368)	(1,220)
Employee stock purchase plan	—	433	572
Balance at end of period	\$(163,216)	\$(152,930)	\$(148,824)

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

Years Ended December 31,	2010	2009	2008
Cash flows from operating activities:			
Net income (loss)	\$ 20,634	\$ 12,873	\$ (84,108)
Adjustments to reconcile net income (loss) to cash provided by (used in) operating activities:			
Goodwill and intangible asset impairment	—	870	129,409
Deferred income tax provision (benefit), net	2,534	1,281	(16,389)
Gain on sale of discontinued operations	—	—	(7,330)
(Recovery of) provision for bad debts on accounts receivable and other accounts receivable reserves	(2,996)	(319)	5,135
Depreciation and amortization	12,611	11,673	13,824
Stock-based compensation	6,036	6,371	11,744
Pension and postretirement benefit plans expense	4,025	2,002	2,860
Alternative long-term incentive award	1,563	2,467	—
Amortization of deferred financing costs	151	151	—
Tax benefit attributable to stock-based compensation	2,337	1,243	416
Excess tax benefit attributable to stock-based compensation	(1,519)	(899)	(57)
Deferred compensation liability increase (decrease), net	2,431	3,136	(5,261)
(Gain) loss on cash surrender value of Company-owned life insurance	(1,246)	(2,179)	6,168
Loss on asset sales	110	220	158
Other	172	(197)	(24)
(Increase) decrease in operating assets, net of acquisitions:			
Trade receivables, net	(22,366)	9,453	31,748
Income tax refund receivable	(5,429)	241	(110)
Prepaid expenses and other current assets	(199)	(57)	(236)
Other assets, net	(155)	6	476
Increase (decrease) in operating liabilities, net of acquisitions:			
Accounts payable and other current liabilities	5,688	(2,758)	(318)
Accrued payroll costs	3,771	(7)	(3,798)
Income taxes payable	(30)	(3,853)	1,413
Other long-term liabilities	467	978	3,608
Cash provided by operating activities	28,590	42,696	89,328
Cash flows from investing activities:			
Capital expenditures	(37,747)	(3,847)	(8,505)
Proceeds from borrowings against cash surrender value of Company-owned life insurance policies	4,959	—	—
Premiums paid for Company-owned life insurance policies	(3,331)	(3,345)	(4,594)
Acquisitions, net of cash received	—	(109)	(38,404)
Proceeds from disposition of businesses	—	—	12,036
Proceeds from escrow	—	1,170	—
Other	351	92	25
Cash used in investing activities	(35,768)	(6,039)	(39,442)
Cash flows from financing activities:			
Proceeds from bank line of credit	448,490	284,482	395,232
Payments on bank line of credit	(440,665)	(319,504)	(407,540)
Payment of capital expenditure financing	(1,752)	(2,052)	(2,706)
Short-term vendor financing	(523)	259	563
Proceeds from exercise of stock options, net of shares tendered in payment of the exercise price of stock options	1,933	3,779	2,017
Excess tax benefit from stock-based compensation	1,519	899	57
Shares repurchased for minimum tax withholding on restricted stock awards, stock option exercises and SARs	(3,581)	(2,368)	(1,220)
Open market repurchases of common stock	—	—	(36,712)
Cash provided by (used in) financing activities	5,421	(34,505)	(50,309)
Change in cash and cash equivalents	(1,757)	2,152	(423)
Cash and cash equivalents at beginning of year	2,812	660	1,083
Cash and cash equivalents at end of year	\$ 1,055	\$ 2,812	\$ 660

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands, except per share data)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Operations

Kforce Inc. and subsidiaries ("Kforce") is a provider of professional staffing services and solutions to its customers in the following segments: Technology ("Tech"), Finance and Accounting ("FA"), Health and Life Sciences ("HLS") and Government Solutions ("GS"). Kforce provides flexible staffing services and solutions on both a temporary and full-time basis. Kforce operates through its corporate headquarters in Tampa, Florida as well its 65 field offices, which are located throughout the United States. One of our subsidiaries, Kforce Global Solutions, Inc. ("Global"), provides information technology outsourcing services internationally through two offices in Manila, Philippines. Our international operations comprised approximately 2% of net service revenues for each of the three years ended December 31, 2010 and are included in our Tech segment.

Kforce serves clients from the Fortune 1000, the Federal Government, state and local governments, local and regional companies and small to mid-sized companies.

Basis of Presentation

The consolidated financial statements of Kforce have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") and the rules of the Securities and Exchange Commission ("SEC").

Principles of Consolidation

The consolidated financial statements include the accounts of Kforce Inc. and its wholly-owned subsidiaries. References in this document to "Kforce," "the Company," "we," "our" or "us" refer to Kforce Inc. and its subsidiaries, except where the context indicates otherwise. All intercompany transactions and balances have been eliminated in consolidation.

In addition to its wholly-owned subsidiaries, the consolidated financial statements of Kforce also include its 49% interest in a joint venture, which was acquired in the 2008 acquisition of RDI Systems, Inc., d/b/a dNovus RDI ("RDI" or "dNovus"). This joint venture is recorded as an investment in an unconsolidated entity and is accounted for under the equity method of accounting. Kforce's equity in the earnings of its equity method investment is recorded as income with a corresponding increase in the investment with distributions received reducing the investment. This investment had an insignificant effect on the accompanying consolidated financial statements in all years presented.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The most important of these estimates and assumptions relate to the following: allowance for doubtful accounts, fallouts and other accounts receivable reserves; accounting for goodwill and identifiable intangible assets and any related impairment; self-insured liabilities for workers' compensation and health insurance; stock-based compensation; obligations for pension and postretirement benefit plans and accounting for income taxes. Although these and other estimates and

assumptions are based on the best available information, actual results could be materially different from these estimates.

Cash and Cash Equivalents

Kforce classifies all highly liquid investments with an original initial maturity of three months or less as cash equivalents. Cash and cash equivalents consist of cash on hand with banks, either in commercial accounts, or overnight interest-bearing money market accounts and at times may exceed federally insured limits. Cash and cash equivalents are stated at cost, which approximates fair value due to the short duration of their maturity.

Accounts Receivable Reserves

Kforce establishes its reserves for expected credit losses, fallouts, early payment discounts and revenue adjustments based on past experience and estimates of potential future activity. Specific to our allowance for doubtful accounts, which comprises approximately 70% of our accounts receivable reserves, Kforce performs an ongoing analysis of factors including recent write-off and delinquency trends, a specific analysis of significant receivable balances that are past due, the concentration of accounts receivable among clients and higher-risk sectors, and the current state of the U.S. economy. Trade receivables are written off by Kforce after all collection efforts have been exhausted.

Accounts receivable reserves as a percentage of gross accounts receivable were 2.6% and 5.1% as of December 31, 2010 and 2009, respectively.

Revenue Recognition

We earn revenues from two primary sources: Flexible billings and Search fees. Flexible billings are recognized as the services are provided by Kforce's temporary employees, who are Kforce's legal employees while they are working on assignments. Kforce pays all related costs of such employment, including workers' compensation insurance, state and federal unemployment taxes, social security and certain fringe benefits. Search fees are recognized by Kforce when employment candidates accept offers of permanent employment and are scheduled to commence employment within 30 days. Kforce records revenues net of an estimated reserve for "fallouts," which is based on Kforce's historical fallout experience. Fallouts occur when a candidate does not remain employed with the client through the contingency period, which is typically 90 days or less.

Net service revenues represent services rendered to customers less credits, discounts, rebates and allowances. Revenues include reimbursements of travel and out-of-pocket expenses ("billable expenses") with equivalent amounts of expense recorded in direct costs of services.

Our GS segment generates its revenues under contracts that are, in general, greater in duration than our other segments and which can often span several years. GS provides these services under time-and-materials (which account for the majority of this segment's contracts), fixed-price, and cost-plus contracts. Our GS segment does not generate any Search fees. Except as provided below, Kforce considers amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectability is reasonably assured.

- Revenues for time-and-materials contracts, which accounts for approximately 65% of this segment's revenue, are recorded based on contractually established billing rates at the time services are provided.

- Revenues on fixed-price contracts are recognized on the basis of the estimated percentage-of-completion. Approximately 28% of this segment's revenues are recognized under this method. Progress toward completion is typically measured based on costs incurred as a proportion of estimated total costs or other measures of progress when available. Profit in a given period is reported at the expected profit margin to be achieved on the overall contract.

Direct Costs of Services

Direct costs of services are composed primarily of payroll wages, payroll taxes, payroll-related insurance for Kforce's flexible employees, and subcontractor costs. Direct costs of permanent placement services primarily consist of reimbursable expenses. Direct costs of services exclude depreciation and amortization expense, which is presented on a separate line in the accompanying consolidated statements of operations and comprehensive income (loss).

Income Taxes

Kforce accounts for income taxes using the asset and liability approach to the recognition of deferred tax assets and liabilities for the expected future tax consequences of differences between the financial statement carrying amounts and the tax basis of assets and liabilities. Unless it is "more likely than not" that a deferred tax asset can be utilized to offset future taxes, a valuation allowance must be recorded against that asset. The tax benefits of deductions attributable to employees' disqualifying dispositions of shares obtained from incentive stock options, exercises of non-qualified options, and vesting of restricted stock are reflected as increases in additional paid-in capital.

Kforce evaluates tax positions that have been taken or are expected to be taken in its tax returns, and records a liability for uncertain tax positions. Kforce uses a two-step approach to recognize and measure uncertain tax positions. First, tax positions are recognized if the weight of available evidence indicates that it is more likely than not that the position will be sustained upon examination, including resolution of related appeals or litigation processes, if any. Second, tax positions are measured as the largest amount of tax benefit that has a greater than 50% likelihood of being realized upon settlement. Kforce recognizes interest and penalties related to unrecognized tax benefits in the provision for income taxes in the accompanying consolidated financial statements.

Fixed Assets

Fixed assets are carried at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. The cost of leasehold improvements is amortized using the straight-line method over the shorter of the estimated useful lives of the assets or the terms of the related leases, which generally range from three to five years.

Fair Value Measurements

Kforce uses the framework established by the Financial Accounting Standards Board ("FASB") for measuring fair value and disclosures about fair value measurements. Kforce uses fair value measurements in areas that include, but are not limited to: the allocation of purchase price consideration to tangible and identifiable intangible assets; impairment testing of goodwill and long-lived assets; share-based compensation arrangements and capital lease obligations. The carrying values of

cash and cash equivalents, accounts receivable, accounts payable, and other current assets and liabilities approximate fair value because of the short-term nature of these instruments. The carrying value of our debt under our Credit Facility approximates fair value due to the variable nature of the interest rates under our Credit Facility (as defined below). Using available market information and appropriate valuation methodologies, Kforce has determined the estimated fair value measurements; however, considerable judgment is required in interpreting data to develop the estimates of fair value.

Goodwill and Other Intangible Assets

Goodwill

Kforce performs a goodwill impairment analysis, using the two-step method, on an annual basis and whenever events or changes in circumstances indicate that the carrying value may not be recoverable. The recoverability of goodwill is measured at the reporting unit level, which Kforce has determined to be consistent with its operating segments; by comparing the reporting unit's carrying amount, including goodwill, to the fair market value of the reporting unit. Kforce determines the fair market value of its reporting units based on a weighting of both the present value of projected future cash flows (the "income approach") and the use of comparative market multiples (the "market approach"). The income approach is based on assumptions that are consistent with Kforce's estimates of future cash flows. The market approach compares each of Kforce's reporting units to other comparable companies based on valuation multiples to arrive at a fair value. Factors requiring significant judgment include, among others, assumptions related to forecasted operating results, discount rates, long-term growth rates, and market multiples. Changes in economic or operating conditions that occur after the annual impairment analysis and that impact these assumptions, may result in a future goodwill impairment charge, which could be material to Kforce's consolidated financial statements.

As is more fully described in Note 6, Kforce completed its annual goodwill impairment test as of December 31, 2010 for each of its reporting units and recorded no impairment for the year ended December 31, 2010. No impairment charge was recorded for the year ended December 31, 2009 and an impairment charge of \$128,429 was recorded for the year ended December 31, 2008.

Other Intangible Assets

Identifiable intangible assets arising from certain of Kforce's acquisitions include non-compete and employment agreements, contractual relationships, customer contracts, trademarks and trade names. For definite-lived intangible assets, Kforce has determined that the straight-line method is an appropriate methodology to allocate the cost over the period of expected benefit, which ranges from one to 15 years.

The impairment evaluation for indefinite lived intangible assets, which for Kforce consist of trademarks and trade names, is conducted on an annual basis or more frequently if events or changes in circumstances indicate that an asset may be impaired. As is more fully described in Note 6, Kforce recognized impairment charges of \$870 and \$980 for the years ended December 31, 2009 and 2008, respectively, which are included in goodwill and intangible asset impairment in the accompanying consolidated statements of operations and comprehensive income (loss). No impairment charge was recorded for the year ended December 31, 2010.

Impairment of Long-Lived Assets

Kforce reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of long-lived assets is measured by a comparison of the carrying amount of the asset group to the future undiscounted net cash flows expected to be generated by those assets. If such assets are considered to be impaired, the impairment charge recognized is the amount by which the carrying amounts of the assets exceed the fair value of the assets. Other than the impairment charges discussed in the preceding section, there were no other impairment charges recorded during the three years ended December 31, 2010.

Capitalized Software

Kforce purchases, develops, and implements new computer software to enhance the performance of our Firm-wide technology infrastructure. Direct internal costs such as payroll and payroll-related costs, and external costs incurred during the development stage of each project, are capitalized and classified as capitalized software. Kforce capitalized development-stage implementation costs of \$4,504, \$1,832 and \$1,776 during the years ended December 31, 2010, 2009 and 2008, respectively. Capitalized software development costs are classified as other assets, net in the accompanying consolidated balance sheets and are being amortized over the estimated useful lives of the software, which range from one to five years, using the straight-line method.

Commissions

Our associates make placements and earn commissions as a percentage of actual revenues or gross profit pursuant to a calendar-year-basis commission plan. The amount of commissions paid as a percentage of revenues or gross profit increases as volume increases. Kforce accrues commissions for actual revenues or gross profit at a percentage equal to the percent of total expected commissions payable to total revenues or gross profit for the year, as applicable.

Stock-Based Compensation

Kforce accounts for stock-based compensation by measuring the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award. That cost is recognized over the period in which the employee is required to provide service in exchange for the award, which is usually the vesting period. No compensation cost is recognized for equity instruments for which employees do not render the requisite service. For awards settled in cash, we measure compensation expense based on the fair value of the award at each reporting date, net of estimated forfeitures. Total compensation expense recognized during the years ended December 31, 2010, 2009 and 2008 was \$7,599, \$8,838 and \$11,744, respectively. The related tax benefit for the three years ended December 31, 2010 was \$2,989, \$3,491 and \$4,991, respectively.

Workers' Compensation

Kforce retains the economic burden for the first \$250 per occurrence in workers' compensation claims except: (i) in states that require participation in state-operated insurance funds and (ii) for its GS segment which is fully insured for workers' compensation claims. Workers' compensation includes ongoing healthcare and indemnity coverage for claims and may be paid over numerous years following the date of

injury. Workers' compensation expense includes insurance premiums paid, claims administration fees charged by Kforce's workers' compensation administrator, premiums paid to state-operated insurance funds and an estimate for Kforce's liability for Incurred but Not Reported ("IBNR") claims and for the ongoing development of existing claims.

Kforce estimates its workers' compensation liability based upon historical claims experience, actuarially determined loss development factors, and qualitative considerations such as claims management activities.

Taxes Assessed by Governmental Agencies—Revenue Producing Transactions

Kforce collects sales tax for various taxing authorities and it is our policy to record these amounts on a net basis; thus, sales tax amounts are not included in net service revenues.

Health Insurance

Except for certain fully insured health insurance lines of coverage, Kforce retains liability of up to \$270 annually for each health insurance plan participant. For its partially self-insured lines of coverage, health insurance costs are accrued using estimates to approximate the liability for reported claims and IBNR claims, which are primarily based upon an evaluation of historical claims experience, actuarially-determined completion factors and a qualitative review of our health insurance exposure including the extent of outstanding claims and expected changes in health insurance costs.

Business Combinations

Kforce utilizes the acquisition method in accounting for acquisitions whereby the amount of purchase price that exceeds the fair value of the acquired assets and assumed liabilities is allocated to goodwill. Kforce recognizes intangible assets apart from goodwill if they arise from contractual or other legal rights, or if they are capable of being separated or divided from the acquired entity and sold, transferred, licensed, rented or exchanged. Assumptions and estimates are used in determining the fair value of assets acquired and liabilities assumed in a business combination. Valuation of intangible assets acquired requires that we use significant judgment in determining fair value, whether such intangibles are amortizable and, if the asset is amortizable, the period and the method by which the intangible asset will be amortized. Changes in the initial assumptions could lead to changes in amortization charges recorded in our financial statements. Additionally, estimates for purchase price allocations may change as subsequent information becomes available.

Accounting for Postretirement Benefits

Kforce recognizes the overfunded or underfunded status of its defined benefit postretirement plans as an asset or liability in its consolidated balance sheets and recognizes changes in that funded status in the year in which the changes occur through other comprehensive income. Kforce also measures the funded status of the defined benefit postretirement plan as of the date of its fiscal year-end, with limited exceptions.

Amortization of a net unrecognized gain or loss in accumulated other comprehensive income is included as a component of net periodic benefit cost and net periodic postretirement benefit cost if, as of the beginning of the year, that net gain or loss exceeds 10% of the greater of the projected benefit obligation or accumulated postretirement benefit obligation. If amortization is required, the minimum amortization shall be

that excess divided by the average remaining service period of active plan participants.

Earnings (Loss) per Share

Basic earnings or loss per share is computed as earnings or loss divided by the weighted average number of common shares outstanding during the period. Basic weighted average shares outstanding do not include unvested shares of restricted stock ("RS") or performance-accelerated restricted stock ("PARS"). Diluted earnings or loss per common share is computed by dividing the earnings or loss attributable to common shareholders for the period by the weighted average number of common shares outstanding during the period plus the dilutive effect of stock options and other potentially dilutive securities such as non-vested stock grants using the treasury stock method, except where the effect of including potential common shares would be anti-dilutive.

The following table sets forth the computation of basic and diluted earnings or loss per share for the three years ended December 31, 2010:

	2010	2009	2008
Numerator:			
Income (loss) from continuing operations	\$20,634	\$12,873	\$(89,121)
Income from discontinued operations, net of tax	—	—	5,013
Net income (loss)	\$20,634	\$12,873	\$(84,108)
Denominator:			
Weighted average shares outstanding—basic	39,480	38,485	39,471
Common stock equivalents	1,023	845	—
Weighted average shares outstanding—diluted	40,503	39,330	39,471
Earnings (loss) per share—basic:			
From continuing operations	\$0.52	\$0.33	\$(2.26)
From discontinued operations	—	—	0.13
Earnings (loss) per share—basic	\$0.52	\$0.33	\$(2.13)
Earnings (loss) per share—diluted:			
From continuing operations	\$0.51	\$0.33	\$(2.26)
From discontinued operations	—	—	0.13
Earnings (loss) per share—diluted	\$0.51	\$0.33	\$(2.13)

For the years ended December 31, 2010, 2009 and 2008, the total weighted average awards to purchase or receive 74, 2,078 and 5,401 shares of common stock were not included in the computations of diluted earnings (loss) per share, respectively, because these options would have had an anti-dilutive effect on earnings (loss) per share.

Treasury Stock

Kforce's Board of Directors ("Board") may authorize share repurchases of Kforce's common stock. Shares repurchased under Board authorizations are held in treasury for general corporate purposes, including issuances under various employee share-based award plans. Treasury shares are accounted for under the cost method and reported as a reduction of stockholders' equity in the accompanying consolidated financial statements.

Comprehensive Income (Loss)

Accumulated other comprehensive income (loss) represents the net after-tax impact of unrecognized actuarial gains and losses related to (i) the supplemental executive retirement plan and supplemental executive retirement health plan, both of which cover a limited number of executives and (ii) a defined benefit plan covering all eligible employees in our Philippine operations. Because each of these plans is unfunded as of December 31, 2010, the actuarial gains and losses arise as a result of the actuarial experience of the plans as well as changes in actuarial assumptions in measuring the associated obligation as of year-end, or an interim date if any re-measurement is necessary. This information is provided in our consolidated statements of operations and comprehensive income (loss).

Subsequent Events

Kforce considers events that occur after the balance sheet date but before the financial statements are issued to determine appropriate accounting and disclosure for those events. We evaluated all events or transactions that occurred subsequent to December 31, 2010 and through the time of filing our Annual Report on Form 10-K. We are not aware of any significant events that occurred subsequent to December 31, 2010 but prior to the filing of our Annual Report on form 10-K that would have a material impact on our consolidated financial statements.

New Accounting Standards

In November 2008, the SEC issued for comment a proposed roadmap regarding the potential use of financial statements prepared in accordance with International Financial Reporting Standards ("IFRS"). IFRS is a set of standards and interpretations adopted by the International Accounting Standards Board. Under the proposed roadmap, Kforce would be required to prepare its financial statements in accordance with IFRS in our fiscal year ending December 31, 2015. Kforce is currently assessing the potential impact of IFRS on its financial statements and will continue to follow the proposed roadmap for future developments. In February 2010, the SEC released a policy statement confirming the continuous movement toward a vote during 2011 on whether or not to move ahead with a mandate for the required use of IFRS for U.S. public companies as well as an estimated timeline.

In October 2009, the FASB issued guidance related to multiple-deliverable revenue arrangements. This guidance requires entities to allocate revenues in an arrangement using estimated selling prices of the delivered goods and services based on a selling price hierarchy. The amendments eliminate the residual method of revenue allocation and require revenues to be allocated using the relative selling price method. This guidance should be applied on a prospective basis for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010, with early adoption permitted. The Company does not expect the adoption of this guidance to have a material impact on our future consolidated financial statements.

2. DISCONTINUED OPERATIONS

Scientific

On April 29, 2008 (the "Scientific Closing Date"), Kforce entered into an Asset Purchase Agreement (the "Scientific APA") pursuant to which it sold its Scientific business, a non-core business within its HLS segment, to Aerotek Scientific, LLC (the "Scientific Buyer") for \$10,500 in cash plus additional earnout of \$1,500, which was earned in the third quarter of 2008. In connection with the closing of the sale, Kforce entered into certain ancillary agreements with the Scientific Buyer, including a Transition Services Agreement (the "Scientific TSA"). Through the Scientific TSA, Kforce provided various temporary support services. The fees for these services were generally equivalent to Kforce's cost. Kforce had no significant continuing involvement in the operations of its Scientific business and, as such, classified such operating results as discontinued operations beginning in 2008.

In accordance with the Scientific APA, Kforce was obligated to indemnify the Scientific Buyer for certain losses, as defined, in excess of \$50. Kforce's obligations under the indemnification provisions of the Scientific APA ceased, with the exception of certain limited items, on October 29, 2009. Kforce believes the likelihood of any future exposure is remote.

Nursing

On June 29, 2008 (the "Nursing Closing Date"), Kforce entered into an Asset Purchase Agreement (the "Nursing APA") pursuant to which it sold its per-diem Nursing business, a non-core business within its HLS segment, to Realtime Services, Inc. (the "Nursing Buyer") for \$1,500 in cash, which was paid at closing and a subordinated secured promissory note in the amount of \$500 (the "Note"). The Note bears interest at a fixed rate of 6.0% and is due on June 30, 2011. During 2010, Kforce received a payment on the Note of \$200, which is included in selling, general and administrative expenses in the accompanying consolidated statements of operations and comprehensive income (loss) due to its insignificance. The remaining balance as of December 31, 2010 has been fully reserved. In connection with the closing of the sale, Kforce entered into certain ancillary agreements with the Nursing Buyer, including a Transition Services Agreement (the "Nursing TSA"). Through the Nursing TSA, Kforce provided various temporary support services. The fees for these services were generally equivalent to Kforce's cost. Kforce had no significant continuing involvement in the operations of the per-diem Nursing business sold to the Nursing Buyer and, as such, classified such operating results as discontinued operations beginning in 2008.

In accordance with the Nursing APA, Kforce was obligated to indemnify the Nursing Buyer for certain losses, as defined, in excess of \$50. Kforce's obligations under the indemnification provisions of the Nursing APA ceased, with the exception of certain limited items, on June 29, 2009. Kforce believes the likelihood of any future exposure is remote.

The financial results of Scientific and Nursing have been presented as discontinued operations in the accompanying consolidated statements of operations and comprehensive income (loss). The following summarizes the results from discontinued operations for the year ended December 31:

	2008
Net service revenues	\$ 23,604
Direct costs of services and operating expenses	(22,437)
	1,167
Gain on sale of discontinued operations	7,330
Income from discontinued operations, before income taxes	8,497
Income tax expense	(3,484)
Income from discontinued operations, net of income taxes	\$ 5,013

Included in the gain on sale of discontinued operations for the year ended December 31, 2008 are transaction expenses, which primarily include commissions, legal fees, and transaction bonuses totaling \$1,437. As of December 31, 2008, there were no assets related to discontinued operations. Kforce utilized the cash proceeds from the sale of our Scientific and per-diem Nursing businesses to reduce outstanding borrowings under our Credit Facility as well as to repurchase common stock.

Acceleration of Equity Awards

Kforce granted 361 Stock Appreciation Rights and 575 shares of Performance Accelerated Restricted Stock on January 2, 2008 to Kforce's Chief Executive Officer, Chief Financial Officer and the next three highest compensated executive officers (collectively, "Named Executive Officers" or "NEOs"). These equity awards included a provision whereby vesting could be accelerated at the discretion of the Compensation Committee should there be a sufficient gain on the disposal of a portion of Kforce's business. As a result of the dispositions discussed above, Kforce's Compensation Committee approved the acceleration of the vesting of these equity awards on June 30, 2008, which resulted in the acceleration and recognition of \$6,009 of compensation expense during the quarter ended June 30, 2008. This expense has been classified in selling, general and administrative expenses in the accompanying consolidated statements of operations and comprehensive income (loss).

3. FIXED ASSETS

Major classifications of fixed assets and related useful lives are summarized as follows:

December 31,	Useful Life	2010	2009
Land		\$ 5,892	\$ 1,310
Building and improvements	5-40 years	24,995	—
Furniture and equipment	5-7 years	7,261	6,981
Computer equipment	3-5 years	5,162	4,148
Leasehold improvements	3-5 years	3,914	6,914
Capital leases	3-5 years	6,114	6,922
		53,338	26,275
Less accumulated depreciation and amortization		15,208	14,868
		\$38,130	\$11,407

On April 6, 2010, Kforce entered into a purchase and sale agreement to acquire its corporate headquarters for a purchase price of \$28,500. This transaction closed on May 27, 2010 and was funded under the Credit Facility. Kforce incurred \$382 of costs that were directly attributable to the acquisition of its corporate headquarters, which were capitalized as part of the purchase price. In addition, Kforce decreased the purchase price by \$373 for certain balances that arose as a result of its previous operating lease, which included a rental obligation that represented the difference between the straight-line rent expense and the sum of actual cash payments made and certain rent prepayments. The resulting aggregate purchase price of \$28,509 was allocated between land and building and improvements in the amounts of \$4,581 and \$23,928, respectively. The estimated useful lives of the building and improvements range from 5 to 40 years. Upon the closing of the transaction, all lease agreements and amendments related to our corporate headquarters were immediately terminated.

Depreciation and amortization expense during the years ended December 31, 2010, 2009 and 2008 was \$5,558, \$5,251 and \$5,415, respectively.

4. INCOME TAXES

The provision for income taxes from continuing operations consists of the following:

Years Ended December 31,	2010	2009	2008
Current:			
Federal	\$ 9,062	\$7,192	\$ 14,951
State	1,094	547	2,233
Deferred	2,534	1,281	(15,256)
	\$12,690	\$9,020	\$ 1,928

The provision for income taxes from continuing operations shown above varied from the statutory federal income tax rate for those periods as follows:

Years Ended December 31,	2010	2009	2008
Federal income tax rate	35.0%	35.0%	35.0%
State income taxes, net of Federal tax effect	3.8	2.6	0.4
Non-deductible goodwill impairment	—	—	(37.6)
Other	(0.7)	3.6	—
Effective tax rate	38.1%	41.2%	(2.2)%

Deferred income tax assets and liabilities are composed of the following:

December 31,	2010	2009
Deferred taxes, current:		
Assets:		
Accounts receivable reserves	\$ 1,580	\$ 2,611
Accrued liabilities	3,721	2,327
Federal net operating loss carryforwards	—	386
Deferred compensation obligation	378	412
Other	19	986
	5,698	6,722
Liabilities:		
Prepaid expenses	(748)	(711)
Deferred tax asset, net—current	4,950	6,011
Deferred taxes, non-current:		
Assets:		
Deferred compensation obligation	7,814	7,220
Stock-based compensation	3,911	3,944
Pension and postretirement benefit plans	5,349	3,605
Other	1,352	1,012
	18,426	15,781
Liabilities:		
Fixed assets	(2,790)	(2,651)
Goodwill and intangible assets	(6,729)	(2,750)
Deferred tax asset, net—non-current	8,907	10,380
Net deferred tax asset	\$13,857	\$16,391

At December 31, 2010, Kforce has approximately \$10,272 of state tax net operating losses ("NOLs") which will be carried forward to be offset against future state taxable income. The state tax NOLs expire in varying amounts through 2029.

In evaluating the realizability of Kforce's deferred tax assets, management assesses whether it is more likely than not that some portion, or all, of the deferred tax assets, will be realized. Management considers, among other things, the ability to generate future taxable income (including reversals of deferred tax liabilities) during the periods in which the related temporary differences will become deductible. As a result of this evaluation, no valuation allowance was recorded against deferred tax assets as of December 31, 2010 or 2009.

Kforce is periodically subject to U.S. Internal Revenue Service audits as well as state and other local income tax audits for various tax years. As of December 31, 2010, Global, a wholly-owned subsidiary of Kforce Government Holdings, Inc., had an ongoing audit of its 2008 tax return filed with the Philippines Bureau of Inland Revenue. No assessments related to this audit have been proposed as of December 31, 2010. Although Kforce has not experienced any material liabilities in the past due to income tax audits, Kforce can make no assurances that this will continue.

Uncertain Income Tax Positions

In July 2006, the FASB clarified the accounting for uncertainty in income taxes recognized in an entity's financial statements, and prescribed a recognition threshold and measurement attributes for financial statement disclosure of tax positions taken or expected to be taken on a tax return. The impact of an uncertain income tax position on the income tax return must be recognized at the largest amount that is more likely than not to be sustained upon audit by the relevant taxing authority. An uncertain income tax position will not be recognized if it has less than a 50% likelihood of being sustained. Additionally, the FASB provided guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

A reconciliation of the beginning and ending amounts of unrecognized tax benefits for the years ended December 31, 2010, 2009 and 2008 is as follows:

	2010	2009	2008
Beginning balance	\$238	\$200	\$517
Additions for tax positions of prior years	53	80	6
Reductions for tax positions of prior years—lapse of applicable statutes	(76)	(42)	—
Settlements	(24)	—	(323)
Ending balance	\$191	\$238	\$200

The entire amount of these unrecognized tax benefits as of December 31, 2010, if recognized, would impact the effective tax rate. Kforce does not expect any significant changes to its uncertain tax positions in the next 12 months.

6. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

The following table contains a disclosure of changes in the carrying amount of goodwill in total and for each reporting unit for the two years ended December 31, 2010:

	Technology	Finance and Accounting	Health and Life Sciences	Government Solutions	Total
Balance as of January 1, 2009	\$16,898	\$8,006	\$10,397	\$104,818	\$140,119
Adjustment to dNovus (a)	—	—	—	(2,207)	(2,207)
Balance as of December 31, 2009	\$16,898	\$8,006	\$10,397	\$102,611	\$137,912
Adjustment to PCCI	136	—	—	30	166
Balance as of December 31, 2010	\$17,034	\$8,006	\$10,397	\$102,641	\$138,078

(a) This adjustment is the result of the finalization of the dNovus purchase price allocation. The assumptions used in the purchase price allocation are more fully described in Note 7.

Kforce recognizes interest and penalties accrued related to unrecognized tax benefits in income tax expense. During the years ended December 31, 2010 and 2009, interest and penalties recognized and the cumulative amount accrued as of each year-end were not significant.

Kforce and its subsidiaries file income tax returns in the U.S. federal jurisdiction and various states. Global files income tax returns in the Philippines. With a few exceptions, Kforce is no longer subject to federal, state, local, or non-U.S. income tax examinations by tax authorities for years before 2005.

5. OTHER ASSETS

December 31,	2010	2009
Cash surrender value of life insurance policies, net of policy loans of \$3,924 and \$0, respectively	\$20,096	\$20,478
Capitalized software, net of amortization	11,982	10,650
Deferred loan costs, net of amortization	126	277
Prepaid rent—headquarters, net of amortization	—	631
Other non-current assets	737	878
	\$32,941	\$32,914

The cash surrender value of Company-owned life insurance policies relates to policies maintained by Kforce on certain participants in the deferred compensation plan, which could be used to fund the related obligations (Note 12). Guidance regarding accounting for purchases of life insurance, which addresses the amount that can be reported as an asset under a company's life insurance policies based upon the amount that can be realized under the contractual terms on a policy-by-policy basis, was adopted in the first quarter of 2007, and it did not have any impact on Kforce's consolidated financial statements.

Kforce capitalized software purchases as well as direct costs associated with software developed for internal use of approximately \$6,258 and \$2,705 during 2010 and 2009, respectively. Accumulated amortization of capitalized software was \$22,080 and \$17,449 as of December 31, 2010 and 2009, respectively. Amortization expense of capitalized software during the years ended December 31, 2010, 2009 and 2008 was \$4,925, \$4,426 and \$4,720, respectively.

Kforce performed its annual impairment assessment of the carrying value of goodwill as of December 31, 2010 and 2009. We compared the carrying value of each of our four reporting units to their estimated fair value. For the December 31, 2010 impairment assessment, Kforce estimated the fair value of HLS and GS reporting units based on a weighting of both the income approach and the market approach while the fair value of Tech and FA reporting units were carried forward from the December 31, 2009 annual impairment assessment. For the December 31, 2009 impairment assessment, Kforce estimated the fair value of each of our four reporting units based on a weighting of both the income approach and the market approach.

Discounted cash flows, which serve as the primary basis for the income approach for applicable reporting units, were based on discrete financial forecasts which were developed by management for planning purposes and were consistent with those distributed within Kforce. Cash flows beyond the discrete forecast period of five years were estimated using a terminal value calculation, which incorporated historical and forecasted financial trends for each reporting unit and also considered long-term earnings growth rates for publicly-traded peer companies, as well as the risk-free rate of return. A terminal value growth rate of 3.0% was used for each reporting unit. For each calculation of fair value of HLS and GS reporting units for the 2010 impairment test, the income approach valuations included reporting unit cash flow discount rates, representing each reporting unit's weighted average cost of capital, of 15.0%. For the calculation of fair value of HLS and GS reporting units for the 2010 impairment test, the market approach applied pricing multiples derived from publicly-traded guideline companies that are comparable to the respective reporting unit to determine its value. Kforce utilized invested capital/revenue multiples ranging from 0.30 to 1.30 and invested capital/EBITDA multiples ranging from 7.0 to 11.0 in order to value each of its reporting units

under the market approach. Kforce assigned a weighting to each of the invested capital ratios for each reporting unit based on the ratio that is predominately used in the marketplace to value those types of businesses. Publicly available information regarding the market capitalization of Kforce was also considered in assessing the reasonableness of the cumulative fair values of our reporting units.

No goodwill impairment charges resulted from the December 31, 2010 or 2009 annual impairment analyses. As of December 31, 2010, Kforce determined that the fair value of our Tech, FA, HLS and GS reporting units exceeded their carrying amounts by 59%, 107%, 58% and 17%, respectively. Because no indicators of impairment existed for the reporting units, the second step of the test to determine the implied fair value of goodwill for each reporting unit was not required.

Although the 2010 annual goodwill impairment analysis for HLS and GS utilized assumptions we believe to be reasonable and financial forecasts we believe to be achievable, we performed a sensitivity analysis by independently modifying the discount rate, long-term growth rate and forecasted operating results; none of which indicated impairment.

Kforce recorded an impairment charge of \$128,429 (\$116,669 for Tech and \$11,760 for FA) in the three months ended December 31, 2008 as a result of its annual impairment assessment, which represented 87.3% and 59.5% of the Tech and FA goodwill prior to the impairment charge, respectively, as their carrying values exceeded their respective fair values. Consistent with the approach in the 2010 and 2009 annual impairment assessments, Kforce utilized the income approach and market approach to calculate fair values. The impairment charge in 2008 was primarily a result of the impact that the depressed economic environment, including the turmoil in the financial markets, illiquidity in the credit markets, and increasing jobless claims and unemployment rates, had on overall equity values as well as our operations, forecasted cash flows and market capitalization experienced during 2008.

The following table contains a disclosure of the gross amount and accumulated impairment losses of goodwill for Tech and FA reporting units for the two years ended December 31, 2010:

	Technology			Finance and Accounting		
	Gross Amount	Accumulated Impairment Losses	Carrying Value	Gross Amount	Accumulated Impairment Losses	Carrying Value
Balance as of January 1, 2009	\$ 156,255	\$ (139,357)	\$ 16,898	\$ 19,766	\$ (11,760)	\$ 8,006
Balance as of December 31, 2009	\$ 156,255	\$ (139,357)	\$ 16,898	\$ 19,766	\$ (11,760)	\$ 8,006
Balance as of December 31, 2010	\$156,391	\$(139,357)	\$17,034	\$19,766	\$(11,760)	\$8,006

There have been no impairment charges recognized for our HLS and GS reporting units. As a result, the carrying values of goodwill for each of the two years ended December 31, 2010 represents the gross amount of goodwill attributable to these reporting units:

Other Intangible Assets

During the three months ended June 30, 2009, Kforce performed a review of a trade name that was acquired in the 2004 acquisition of Hall, Kinion and Associates, Inc. which indicated a lack of market recognition and penetration of this trade name. We determined that the trade name's carrying value was no longer recoverable. The fair value of the trade name was based on a relief-from-royalty model, which is considered a level 3 input by Kforce. As a result, an impairment charge of \$870 was recognized. The impairment charge is classified in goodwill and intangible asset impairment in the accompanying consolidated statements of operations and comprehensive income (loss). There was no impairment charge recorded during the year ended December 31, 2010.

As of December 31, 2008, Kforce assessed the recoverability of the carrying value of certain of its indefinite-lived trade names and trademarks as a result of a significant change in the manner in which certain of the trade names and trademarks were being utilized. Based upon this evaluation, Kforce determined that the carrying value of certain of its trade names and trademarks acquired in the January 2006 acquisition of PCCI Holdings, Inc. ("PCCI") was no longer recoverable. As a result, an impairment charge of \$980 was recognized. The impairment charge in 2008 has been classified in goodwill and intangible asset impairment in the accompanying consolidated statements of operations and comprehensive income (loss).

As of December 31, 2010 and 2009, intangible assets, net in the accompanying consolidated balance sheets consists of non-compete agreements, employment agreements, trade names, patents, trademarks, customer relationships, and customer contracts. Indefinite-lived intangible assets, which consist of trade names and trademarks, amounted to \$2,240 as of December 31, 2010 and 2009. Customer relationships, customer contracts and other definite-lived intangibles, net of accumulated amortization, amounted to \$5,547 and \$7,835 as of December 31, 2010 and 2009, respectively.

Amortization expense on intangible assets for each of the three years ended December 31, 2010 was \$2,128, \$1,996 and \$3,689, respectively. As of December 31, 2010 and 2009, accumulated amortization of intangible assets was \$22,903 and \$20,628, respectively. Amortization expense for 2011, 2012, 2013, 2014 and 2015 is expected to be \$2,269, \$1,110, \$943, \$752 and \$634, respectively.

7. ACQUISITIONS

On December 2, 2008, Kforce Government Holdings Inc., a Florida corporation (the "Purchaser"), a wholly-owned subsidiary of Kforce Inc., acquired all of the issued and outstanding common stock of RDI, through a Stock Purchase Agreement (the "Agreement"), that was effective as of November 30, 2008, between the Purchaser, Kforce, RDI, each of RDI's shareholders and an individual representative of RDI's shareholders.

Pursuant to the terms of the Agreement, Kforce acquired all of the outstanding stock of RDI for a total cash purchase price of \$39,145 (the "RDI Purchase Price"). The cash consideration paid by Kforce was composed of Kforce's cash on hand and borrowings under Kforce's Credit Facility. On the closing date, Kforce placed \$3,000 of the total RDI Purchase Price into escrow to secure RDI's indemnification obligations and to satisfy certain adjustments to the RDI Purchase Price, which was recorded as part of purchase price.

The following table summarizes the total purchase price, net assets acquired and intangible assets recorded in conjunction with the acquisition:

Goodwill	\$29,773
Acquisition intangibles	5,335
Net tangible assets acquired	4,037
Total purchase price	\$39,145

The following table summarizes the estimated fair values of the tangible assets acquired and liabilities assumed at the date of acquisition:

Cash	\$ 578
Accounts receivable	5,643
Other assets	893
Total assets	7,114
Current liabilities	3,077
Net tangible assets acquired	\$4,037

As of December 31, 2008, Kforce preliminarily assigned \$2,998 of the excess purchase price to intangible assets, which include customer contracts, customer relationships, and non-compete and employment agreements. Kforce used a preliminary estimate of the weighted average useful life of five years. Based upon the similarity of Kforce's prior acquisitions of Bradson and PCCI in 2006 and the similarity of the acquired identifiable intangible assets, the preliminary estimate of the excess purchase price allocated to intangible assets was based upon the average amounts Kforce assigned to intangible assets in these acquisitions, after taking into account the net tangible assets acquired.

During the fourth quarter of 2009, Kforce finalized its valuation and recorded adjustments to the preliminary values discussed in the preceding paragraph. Kforce determined the fair value of the customer relationships to be \$3,242, customer contracts to be \$1,406, trade name to be \$40 and the non-compete and employment agreements to be \$647. These adjustments, including any purchase price adjustments, cumulatively resulted in a decrease of goodwill of \$2,207. Kforce determined the fair value of the customer relationships using an excess earnings method, which is based on the present value of the projected after-tax cash flows using a discount rate of 16.7%, after deducting the fair value of the customer contracts. The fair value of the customer contracts was determined by Kforce by analyzing the present value of the projected after-tax cash flows of each individual contract using a discount rate of 16.7%. Kforce determined the weighted average useful life at the date of the valuation for the customer relationships to be 7.7 years, customer contracts to be 4.2 years, trade name to be 0.1 years and the non-compete and employment agreements to be 2.3 years.

The \$29,773 of remaining excess purchase price was assigned to goodwill and was allocated to the GS reporting unit. The significance of the goodwill balance was principally due to the value related to the acquired workforce, which is generally significantly higher with a Federal Government contractor, because, among other factors, the majority of the workforce possesses valuable high-level security clearances, which are necessary to conduct business with most customers in this sector. During 2010, Kforce received a disbursement of \$425 from escrow for certain indemnification claims.

As a result of this transaction being treated as an asset purchase under Internal Revenue Code Section 338(h)(10), the goodwill is deductible for tax purposes.

The following unaudited pro forma consolidated financial information for Kforce gives effect to the RDI acquisition, which was effective November 30, 2008, as if it had occurred as of the beginning of 2008. The unaudited pro forma results have been prepared for comparative purposes only and do not purport to be indicative of the results of operations that actually would have resulted had the acquisitions occurred on the date indicated, or that may result in the future.

Year Ended December 31,	2008
Revenues	\$1,028,136
Net loss	\$ (82,306)
Loss per share—basic	\$(2.09)
Loss per share—diluted	\$(2.09)
Weighted average shares outstanding—basic	39,471
Weighted average shares outstanding—diluted	39,471

8. ACCOUNTS PAYABLE AND OTHER ACCRUED LIABILITIES

Accounts payable and other accrued liabilities consisted of the following:

December 31,	2010	2009
Accounts payable	\$18,150	\$14,891
Accrued liabilities	12,452	10,546
	\$30,602	\$25,437

Kforce utilizes a major procurement card provider to pay certain of its corporate trade payables. The balance owed to this provider for these transactions as of December 31, 2010 and 2009 was \$335 and \$857, respectively, and has been included in accounts payable and other accrued liabilities in the accompanying consolidated balance sheets. The cash flows associated with these transactions have been presented as a financing activity in the accompanying consolidated statement of cash flows.

9. ACCRUED PAYROLL COSTS

Accrued payroll costs consisted of the following:

December 31,	2010	2009
Payroll and benefits	\$38,688	\$38,115
Payroll taxes	10,549	7,123
Accrued health insurance payable	3,548	3,410
Workers' compensation	1,676	2,042
	\$54,461	\$50,690

10. CREDIT FACILITY

On October 2, 2006, Kforce entered into a Second Amended and Restated Credit Agreement, with a syndicate led by Bank of America, N.A. (the "Credit Facility"). Kforce's maximum borrowings under the Credit Facility are \$140,000, which includes a revolving loan tranche of up to \$125,000 (the "Revolving Loan Amount") and a \$15,000 sub-limit for letters of credit. In April 2007, an additional revolving loan tranche (the "Additional Availability Amount") that allowed additional borrowing up to \$25,000 was retired by Kforce.

Borrowings under the Credit Facility are limited to 85% of eligible accounts receivable less certain minimum availability reserves and bear interest at a rate of LIBOR plus 1.25% or the prime rate. Letters of credit issued under the Credit Facility require Kforce to pay a fronting fee equal to 0.125% of the amount of each letter of credit issued plus 1.25% per year of the total amount of letters of credit outstanding. To the extent that Kforce has unused availability under the Credit Facility, an unused line fee is required to be paid equal to 0.25% of the average unused balance on a monthly basis. Borrowings under the Credit Facility are principally secured by our accounts receivable but are also secured by substantially all of the assets of Kforce. Under the Credit Facility, Kforce is required to maintain a minimum fixed charge coverage ratio of 1.25 to 1.00 in the event that it is unable to maintain minimum availability under the Credit Facility of \$15,000. As of December 31, 2010, Kforce had availability under the Credit Facility of \$89,345; therefore, the minimum fixed charge coverage ratio was not applicable. Kforce believes that it will be able to maintain the minimum availability requirement; however, in the event that Kforce is unable to do so, Kforce could fail the fixed charge coverage ratio, which would constitute an event of default. Kforce believes the likelihood of default is remote.

On September 15, 2009, and effective as of September 16, 2009, CIT assigned rights and obligations under the Credit Facility together with a corresponding portion of each of its outstanding committed loans and letter of credit obligations in an amount equal to \$20.0 million to Wachovia. After giving effect to this assignment, the commitments of Wachovia and CIT under the Credit Facility are now \$50.0 million and \$15.0 million, respectively. Kforce Inc. incurred no fees in conjunction with this assignment and there was no impact to the maximum borrowings or other provisions within the Credit Facility.

The Credit Facility expires November 3, 2011. Kforce is currently undergoing an evaluation of various financing alternatives, including an extension of the existing Credit Facility, a new credit facility and an alternative financing vehicle. As a result of the expiration date of the current Credit Facility, we have classified outstanding borrowings under the Credit Facility as a current liability in our Consolidated Financial Statements as of December 31, 2010.

11. OTHER LONG-TERM LIABILITIES

Other long-term liabilities consisted of the following:

December 31,	2010	2009
Deferred compensation plan (Note 12)	\$19,711	\$15,759
Supplemental executive retirement plan (Note 12)	12,046	8,316
Accrued rent	899	2,670
Accrued alternative long-term incentive (Note 12)	—	1,121
Supplemental executive retirement health plan (Note 12)	895	411
Other	1,250	826
	\$34,801	\$29,103

Kforce accounts for lease arrangements that contain scheduled rent escalations by recognizing rent expense on a straight-line basis over the lease term. The difference between the straight-line rent expense and the cash payment made is recorded as a rental obligation, which amounted to \$693 and \$2,471 as of December 31, 2010 and 2009, respectively, and is classified within accrued rent in the table above.

12. EMPLOYEE BENEFIT PLANS

Alternative Long-Term Incentive

On January 2, 2009, Kforce granted to certain executive officers an alternative long-term incentive ("ALTI"), which was initially measured over three tranches having periods of 12, 24 and 36 months, respectively. The terms specified that ultimate annual payouts could have been based on the performance of Kforce's common stock each year relative to its peer group, as defined by the Compensation Committee, or based upon the achievement of other market conditions contained in the terms of the award.

During the quarter ended September 30, 2009, Kforce's stock price exceeded the stock price at the date of grant by 50% for the tenth trading day. As a result of this condition being met, the ultimate annual payout for each tranche became 150% of the target. The fair value of each tranche was being recognized over the requisite service period. On December 28, 2010, the Compensation Committee of the Board of Directors approved the accelerated vesting of the third tranche of the ALTI, which resulted in the recognition of \$449 of compensation expense during the quarter ended December 31, 2010. Kforce recognized total compensation expense related to the ALTI of \$1,563 and \$2,467 for the years ended December 31, 2010 and 2009, respectively. As of December 31, 2010, \$2,685 is classified in other current liabilities, which was paid in January 2011. As of December 31, 2009, \$1,346 is classified in other current liabilities, which was paid in January 2010, and \$1,121 is classified in other long-term liabilities in the accompanying consolidated balance sheets.

401(k) Savings Plans

Kforce has a qualified defined contribution 401(k) Retirement Savings Plan (the "Kforce 401(k) Plan") covering substantially all Kforce Inc. employees. Employer matching contributions are discretionary and are funded annually as approved by the Board of Directors. Assets of the Kforce 401(k) Plan are held in trust for the sole benefit of employees and/or their beneficiaries. On October 2, 2006, Kforce created the Kforce Government Practice Plan, a qualified defined contribution 401(k) retirement savings plan (the "Government 401(k) Plan"), which covers all eligible employees of the GS segment. Employer matching contributions are discretionary and are funded annually as approved by the Board of Directors. Assets of the Government 401(k) Plan are held in trust for the sole benefit of employees and/or their beneficiaries.

Kforce accrued matching contributions of \$1,924 and \$1,829 for the above plans' years ended December 31, 2010 and 2009, respectively. The Kforce 401(k) Plan and Government 401(k) Plan held a combined 344 and 414 shares of Kforce's common stock as of December 31, 2010 and 2009, respectively. These shares represented approximately 1% of Kforce's outstanding shares as of each of the two years ended December 31, 2010.

Employee Stock Purchase Plan

The 2009 ESPP allows all eligible employees to purchase Kforce's common stock at a 5% discount from its market price at the end of a rolling three-month purchase period and without commissions on the purchases. Employees are eligible to participate in the 2009 ESPP as of the next 2009 ESPP enrollment date following their date of hire. The 1999 Employee Stock Purchase Plan (the "1999 ESPP") expired during 2009. Pursuant to the 1999 ESPP, Kforce issued 81 and 96 shares of common stock at average purchase prices of \$7.21 and \$8.82 per share during the years ended December 31, 2009 and 2008, respectively. These shares were transferred to the 1999 ESPP from Kforce's treasury stock. No shares were issued during the year ended December 31, 2010 pursuant to the 2009 ESPP.

Deferred Compensation Plan

Kforce has a Non-Qualified Deferred Compensation Plan (the "Kforce NQDC Plan") and a Kforce Non-Qualified Deferred Compensation Government Practice Plan (the "KGS NQDC Plan"), pursuant to which eligible management and highly compensated key employees, as defined by U.S. Internal Revenue Service regulations, may elect to defer all or part of their compensation to later years. These amounts are classified in accounts payable and other accrued liabilities if payable within the next year or as other long-term liabilities if payable after the next year, upon retirement or termination of employment. At December 31, 2010 and 2009, amounts included in accounts payable and other accrued liabilities related to the deferred compensation plan totaled \$967 and \$1,049, respectively. Amounts included in other long-term liabilities related to the deferred compensation plan totaled \$19,711 and \$15,759 as of December 31, 2010 and 2009, respectively. Kforce has insured the lives of certain participants in the deferred compensation plan to assist in the funding of the deferred compensation liability. Compensation expense of \$1,370, \$1,145 and \$1,274 was recognized for the plan for the years ended December 31, 2010, 2009 and 2008, respectively.

During July 2010, Kforce received approximately \$5.0 million in borrowings against the cash surrender value of its Company-owned life insurance policies. Kforce is not obligated to repay the loan or any interest that is associated with the loan, which is expected to be insignificant. However, the loan is currently being repaid with normal premium payments, which are being applied against the loan as the employee deferrals are being submitted. The cash surrender values of these Company-owned life insurance policies, \$20,096 (net of policy loans of \$3,924) and \$20,478 at December 31, 2010 and 2009, respectively, are classified in other assets, net (Note 5).

Foreign Pension Plan

Kforce maintains a foreign defined benefit pension plan for eligible employees of the Philippine branch of Global that is required by Philippine labor law. The plan defines retirement as those employees who have attained the age of 60 and have completed at least five years of credited service. Benefits payable under the plan equate to one-half month's salary for each year of credited service. Benefits under the plan are paid out as a lump sum to eligible employees at retirement.

The significant assumptions used by Kforce in the actuarial valuation include the discount rate, the estimated rate of future annual compensation increases and the estimated turnover rate. As of December 31, 2010 and 2009, the discount rate used to determine the actuarial present value of the projected benefit obligation and pension expense was 9.93% and 10.30%, respectively. The discount rate was determined based on long-term Philippine government securities yields commensurate with the expected payout of the benefit obligation. The estimated rate of future annual compensation increases as of December 31, 2010 and 2009 was 5.0% and 6.5%, respectively, and was based on historical compensation increases as well as future expectations. The Company applies a turnover rate to the specific age of each group of employees, which ranges from 20 to 64 years of age. For the years ended December 31, 2010 and 2009, net periodic benefit cost was \$153 and \$128, respectively.

As of December 31, 2010 and 2009, the projected benefit obligation associated with our foreign defined benefit pension plan was \$694 and \$446, respectively, which is classified in other long-term liabilities in the accompanying consolidated balance sheets.

Supplemental Executive Retirement Plan

Effective December 31, 2006, Kforce implemented a Supplemental Executive Retirement Plan (the "SERP") for the benefit of certain Named Executive Officers ("NEOs"). The primary goals of the SERP are to create an additional wealth accumulation opportunity, restore lost qualified pension benefits due to government limitations and retain the NEOs. The SERP is a non-qualified benefit plan and does not include elective deferrals of covered executive officers' compensation.

Normal retirement age under the SERP is defined as age 65; however, certain conditions allow for early retirement as early as age 55 or upon a change in control. Vesting under the plan is defined as 100% upon a participant's attainment of age 55 and 10 years of service and 0% prior to a participant's attainment of age 55 and 10 years of service. Full vesting also occurs if a participant with five years or more of service is involuntarily terminated by Kforce without cause or upon death, disability or a change in control. The SERP is funded entirely by Kforce, and benefits are taxable to the executive officer upon receipt

and deductible by Kforce when paid. Benefits payable under the SERP upon the occurrence of a qualifying distribution event, as defined, are targeted at 45% of the covered executive officers' average salary and bonus, as defined, from the three years in which the executive officer earned the highest salary and bonus during the last 10 years of employment, which is subject to adjustment for retirement prior to the normal retirement age and the participant's vesting percentage. The benefits under the SERP are reduced for a participant that has not reached age 62 with 10 years of service or age 55 with 25 years of service with a percentage reduction up to the normal retirement age.

Benefits under the SERP are normally paid based on the lump sum present value but may be paid over the life of the covered executive officer or 10-year annuity, as elected by the covered executive officer upon commencement of participation in the SERP. None of the benefits earned pursuant to the SERP are attributable to services provided prior to December 31, 2006. For purposes of the measurement of the benefit obligation as of December 31, 2010, Kforce has assumed that all participants will elect to take the lump sum present value option.

Actuarial Assumptions

The following represents the actuarial assumptions used to determine the actuarial present value of projected benefit obligations at:

December 31,	2010	2009
Discount rate	4.00%	4.75%
Expected long-term rate of return on plan assets	—	—
Rate of future compensation increase	4.00%	4.00%

The following represents the weighted average actuarial assumptions used to determine net periodic benefit cost for the years ended:

December 31,	2010	2009
Discount rate	4.75%	6.00%
Expected long-term rate of return on plan assets	—	—
Rate of future compensation increase	4.00%	4.00%

The discount rate was determined using the Moody's Aa long-term corporate bond yield as of the measurement date with a maturity commensurate with the expected payout of the SERP obligation. This rate is also compared against the Citigroup Pension Discount Curve and Liability Index to ensure the rate used is reasonable. This index is widely used by companies throughout the United States and is considered to be one of the preferred standards for establishing a discount rate.

Due to the SERP being unfunded as of December 31, 2010 and 2009, it is not necessary for Kforce to determine the expected long-term rate of return on plan assets. Once funded, Kforce will determine the expected long-term rate of return on plan assets by determining the composition of the asset portfolio, the historical long-term investment performance and the current market conditions. The assumed rate of future compensation increases is based on a combination of factors, including the historical compensation increases for its NEOs and future target compensation levels for its NEOs taking into account the NEOs' assumed retirement date.

The periodic benefit cost is based on actuarial assumptions that are reviewed on an annual basis; however, Kforce monitors these assumptions on a periodic basis to ensure that they accurately reflect current expectations of the cost of providing retirement benefits.

Net Periodic Benefit Cost

The following represents the components of net periodic benefit cost for the years ended:

December 31,	2010	2009
Service cost	\$3,025	\$2,295
Interest cost	395	257
Amortization of actuarial loss	82	—
Curtailment gain	—	(279)
Net periodic benefit cost	\$3,502	\$2,273

Changes in Benefit Obligation

The following represents the changes in the benefit obligation for the years ended:

December 31,	2010	2009
Projected benefit obligation, beginning	\$ 8,316	\$3,489
Service cost	3,025	2,295
Interest cost	395	257
Actuarial experience and changes in actuarial assumptions	310	2,275
Projected benefit obligation, ending	\$12,046	\$8,316

None of the above benefit obligation was funded as of December 31, 2010. The projected benefit obligation above is classified in other long-term liabilities in the accompanying consolidated balance sheets. The present value of the accumulated benefit obligation as of December 31, 2010 and 2009 is \$10,398 and \$7,027, respectively.

Contributions

There is no requirement for Kforce to fund the SERP and, as a result, no contributions have been made to the SERP through the year ended December 31, 2010. Kforce does not currently anticipate funding the SERP during the year ending December 31, 2011.

Estimated Future Benefit Payments

Benefit payments by the SERP, which reflect the anticipated future service of participants, are expected to be paid (undiscounted) as follows:

	Projected Annual Benefit Payments
2011	\$ —
2012	—
2013	10,383
2014	—
2015	—
2016-2020	12,721
Thereafter	18,829

Supplemental Executive Retirement Health Plan

Effective April 20, 2007, the Board of Directors approved the Supplemental Executive Retirement Health Plan ("SERHP") to provide postretirement health and welfare benefits to certain executives. The vesting and eligibility requirements mirror that of the SERP, and no advance funding is required by Kforce or the participants. Consistent with the SERP, none of the benefits earned are attributable to services provided prior to the effective date.

Actuarial Assumptions

The following represents the actuarial assumptions used to determine the present value of the postretirement benefit obligation at:

December 31,	2010	2009
Discount rate	5.25%	5.50%
Expected long-term rate of return on plan assets	—	—

The following represents the actuarial assumptions used to determine the net periodic postretirement benefit cost for the years ended:

December 31,	2010	2009
Discount rate	5.50%	5.50%
Expected long-term rate of return on plan assets	—	—

The discount rate was determined using the Moody's Aa long-term corporate bond yield as of the measurement date with a maturity commensurate with the expected payout of the SERP obligation. This rate was compared against the Citigroup Pension Discount Curve and Liability Index to ensure the rate used is reasonable.

Due to the SERHP being unfunded as of December 31, 2010 and 2009, it is not necessary for Kforce to determine the expected long-term rate of return on plan assets. Once funded, Kforce will determine the expected long-term rate of return on plan assets by determining the composition of the asset portfolio, the historical long-term investment performance and current market conditions.

The following represents the assumed health care cost trend rates used to determine the postretirement benefit obligations for the years ended:

December 31,	2010	2009
Health care cost trend rate assumed for next year	8.50%	10.00%
Rate to which the cost trend rate is assumed to decline (ultimate trend rate)	5.00%	5.00%
Year that the rate reaches the ultimate trend rate	2017	2014

Assumed health care cost trend rates can have a significant effect on the amounts reported for the SERHP. A one percent change in assumed health care cost trend rates would have the following effects:

	One Percentage Point	
	Increase	Decrease
Effect of total of service and interest cost	\$ 72	\$ (57)
Effect on postretirement benefit obligation	\$176	\$(142)

Net Periodic Postretirement Benefit Cost

The following represents the components of net periodic postretirement benefit cost for the years ended:

December 31,	2010	2009
Service cost	\$310	\$149
Interest cost	26	35
Amortization of actuarial loss	3	—
Gain from change in attribution period	—	(417)
Curtailment gain	—	(180)
Net periodic benefit (gain) cost	\$339	\$(413)

Changes in Postretirement Benefit Obligation

The following represents the changes in the postretirement benefit obligation for the years ended:

December 31,	2010	2009
Accumulated postretirement benefit obligation, beginning	\$411	\$ 638
Service cost	310	149
Interest cost	26	35
Gain from change in attribution period	—	(418)
Actuarial experience and changes in actuarial assumptions	148	7
Accumulated postretirement benefit obligation, ending	\$895	\$ 411

None of the above benefit obligation was funded as of December 31, 2010. The accumulated postretirement benefit obligation above has been classified in other long-term liabilities in the accompanying consolidated balance sheets.

Estimated Future Benefit Payments

Benefit payments by the SERHP, which reflect anticipated future service of the participants, are expected to be paid (undiscounted) as follows:

	Projected Annual Benefit Payments
2011	\$ —
2012	—
2013	17
2014	41
2015	45
2016–2020	337
Thereafter	8,103

Pretax amounts recognized in accumulated other comprehensive income as of December 31, 2010 that have not yet been recognized as components of net periodic benefit cost for all of Kforce's defined benefit pension and postretirement plans, including an insignificant foreign defined benefit plan, consist entirely of actuarial gains and losses arising from the actuarial experience of the plans and changes in actuarial assumptions, as follows:

	Pensions	Postretirement
Net pretax actuarial loss	\$(2,302)	\$(152)

The estimated portion of the net actuarial loss above that is expected to be recognized as a component of net periodic benefit cost in the year ending December 31, 2011 is shown below:

	Pensions	Postretirement
Recognized net actuarial loss	\$(84)	\$(7)

The loss recognized in 2009 includes the recognition of a curtailment gain that resulted from the termination of one of the NEOs participating in the SERP and SERHP. The curtailment gains recognized for the SERP and SERHP were \$279 and \$180, respectively.

13. FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., an exit price) in an orderly transaction between market participants at the measurement date. It establishes a fair value hierarchy and a framework which requires categorizing assets and liabilities into one of three levels based on the assumptions (inputs) used in valuing the asset or liability. Level 1 provides the most reliable measure of fair value, while Level 3 generally requires significant management judgment. Level 1 inputs are unadjusted, quoted market prices in active markets for identical assets or liabilities. Level 2 inputs are observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets or liabilities in inactive markets. Level 3 inputs include unobservable inputs that are supported by little, infrequent, or no market activity and reflect management's own assumptions about inputs used in pricing the asset or liability. The Company uses the following valuation techniques to measure fair value.

Certain assets, in specific circumstances, are measured at fair value on a non-recurring basis utilizing level 3 inputs such as goodwill, other intangible assets and other long-lived assets. For these assets, measurement at fair value in periods subsequent to their initial recognition would be applicable if one or more of these assets were determined to be impaired. No impairment was recognized on these assets during the year ended December 31, 2010.

14. STOCK INCENTIVE PLANS

On June 20, 2006, the shareholders approved the 2006 Stock Incentive Plan. The aggregate number of shares of common stock that would have been subject to awards under the 2006 Stock Incentive Plan, subject to adjustment upon a change in capitalization, was 3,000. On June 16, 2009, the shareholders approved an amendment to the 2006 Stock Incentive Plan to increase the number of authorized awards that may be issued under the 2006 Stock Incentive Plan from 3,000 to 5,100. On June 25, 2010, the shareholders approved an amendment to the 2006 Stock Incentive Plan to increase the number of authorized awards that may be issued under the 2006 Stock Incentive Plan from 5,100 to 7,850.

The 2006 Stock Incentive Plan allows for the issuance of stock options, stock appreciation rights ("SARs"), PARS and RS, subject to share availability. Vesting of equity instruments issued under the 2006 Stock Incentive Plan is determined on a grant-by-grant basis. Options expire at the end of 10 years from the date of grant, and Kforce issues new shares upon exercise of options. The 2006 Stock Incentive Plan terminates on April 28, 2016.

The Employee Incentive Stock Option Plan and Non-Employee Director Stock Option Plan expired in 2005.

Stock Options

The following table presents the activity under each of the stock incentive plans discussed above for the three years ended December 31, 2010:

	Employee Incentive Stock Option Plan	Non- Employee Director Stock Option Plan	Stock Incentive Plan	Total	Weighted Average Exercise Price Per Share	Weighted Average Grant Date Fair Value	Total Intrinsic Value of Options Exercised
Outstanding as of December 31, 2007	3,602	111	113	3,826	\$ 10.96		
Granted	—	—	35	35	\$ 9.13	\$6.47	
Exercised	(371)	—	—	(371)	\$ 6.98		\$ 1,52
Forfeited/Cancelled	(298)	(50)	(40)	(388)	\$ 20.25		
Outstanding as of December 31, 2008	2,933	61	108	3,102	\$ 10.26		
Granted	—	—	—	—	\$ —	—	
Exercised	(615)	—	—	(615)	\$ 9.68		\$ 1,33
Forfeited/Cancelled	(157)	(30)	—	(187)	\$ 10.27		
Outstanding as of December 31, 2009	2,161	31	108	2,300	\$ 10.41		
Granted	—	—	—	—	\$ —	—	
Exercised	(976)	(31)	(10)	(1,017)	\$ 8.50		\$7,19
Forfeited/Cancelled	(598)	—	—	(598)	\$14.74		
Outstanding and Exercisable as of December 31, 2010	587	—	98	685	\$ 9.47		

Kforce uses the Black-Scholes option pricing model to derive the fair value of stock options granted. The following assumptions were used in the valuation of options granted during the year ended December 31:

	2008
Expected term (a)	6.7 yrs
Expected volatility (b)	75.4%
Expected dividends (c)	0%
Risk-free rate (d)	3.7%

(a) Weighted average exercise terms are based upon historical exercise behavior for Kforce stock options and may vary based upon the applicable employee group exercise patterns.

(b) Volatility is based upon the historical volatility of Kforce's common stock during a term commensurate with the expected term of the option.

(c) The dividend yield is based upon Kforce historically not paying dividends on its common stock.

(d) The risk-free rate is based upon treasury yields with similar terms.

The following table summarizes information about employee and director stock options under all of the plans mentioned above as of December 31, 2010:

Range of Exercise Prices	Outstanding and Exercisable			
	Number of Awards (#)	Weighted Average Remaining Contractual Term (Yrs)	Weighted Average Exercise Price (\$)	Total Intrinsic Value
\$0.00—\$ 5.30	117	1.21	\$ 4.24	\$1,393
\$5.31—\$ 9.35	217	3.59	\$ 9.12	1,532
\$9.36—\$14.45	351	4.46	\$11.43	1,670
	<u>685</u>	3.63	\$ 9.47	<u>\$4,595</u>

No compensation expense was recorded during the year ended December 31, 2010 as a result of the grant date fair value having been fully amortized as of December 31, 2009. During the years ended December 31, 2009 and 2008, Kforce recognized compensation expense of \$127 and \$455, respectively.

Stock Appreciation Rights

Although no requirement exists, SARs are generally granted on the first trading day of each year to Kforce's NEOs based on the extent by which annual long-term incentive performance goals, which are established by Kforce's Compensation Committee during the first 90 days of the year of performance, are certified by the Compensation Committee as having been met. SARs granted during the years ended December 31, 2008 cliff vest 100% three years from the date of issuance. However, vesting is accelerated if Kforce's stock price exceeds the stock price at the date of grant by 30% for a period of 10 trading days or if the Compensation Committee determines that the criteria for acceleration are satisfied. The SARs granted during the year ended December 31, 2008 also contained a performance-based acceleration feature that related to the disposition of a portion of the business at a sufficient gain, which was subject to Compensation Committee approval. As was previously discussed, on June 30, 2008 the Compensation Committee approved the acceleration of the vesting of the SARs that were granted in 2008 as a result of the sale of Kforce's Scientific and per diem Nursing businesses and, as a result, Kforce accelerated the previously unrecognized compensation expense associated with these awards.

The following table presents the activity for the three years ended December 31, 2010:

	Number of SARs	Weighted Average Exercise Price Per SAR	Weighted Average Grant Date Fair Value	Total Intrinsic Value of SARs Exercised
Outstanding as of December 31, 2007	469	\$ 12.66		
Granted	361	\$ 8.94	\$5.30	
Outstanding as of December 31, 2008	830	\$ 11.04		
Forfeited/Cancelled	(28)	\$ 10.32		
Outstanding as of December 31, 2009	802	\$11.07		
Exercised	(633)	\$11.27		\$3,241
Outstanding and Exercisable as of December 31, 2010	169	\$10.32		

The valuation of the SARs was based upon a Black-Scholes valuation model. The following assumptions were used in the valuation of SARs granted during the year ended December 31:

	2008
Expected term (a)	5.61 yrs
Expected volatility (b)	62.7%
Expected dividends (c)	0%
Risk-free rate (d)	3.5%

(a) The expected term for SARs is composed of a derived service period, which is determined using a lattice model; and a weighted average holding period, which is based on upon historical behavior and may vary from assumptions used for stock options based upon the applicable employee group patterns.

(b) Volatility is based upon the historical volatility of Kforce's common stock during a term commensurate with the expected term of the option.

(c) The dividend yield is based upon Kforce not historically paying dividends on its common stock.

(d) The risk-free rate is based upon treasury yields with similar terms.

Compensation expense attributable to SARs is recognized on a straight-line basis over the derived service period. No compensation expense was recognized during the year ended December 31, 2010 or 2009 due to the grant date fair value being fully amortized as of December 31, 2008. During the years ended December 31, 2008, Kforce recorded compensation expense of \$3,384, which includes the compensation expense resulting from the June 30, 2008 acceleration.

Performance Accelerated Restricted Stock

PARS are periodically granted to certain Kforce executives and are generally based on the extent by which annual long-term incentive performance goals, which are established by Kforce's Compensation Committee during the first 90 days of the year of performance, are certified by the Compensation Committee as having been met. PARS granted during the years ended December 31, 2010, 2009 and 2008 have a graded six-year vesting period. However, vesting is accelerated if Kforce's closing stock price exceeds the stock price at the date of grant by a pre-established percentage (which has historically approximated 50%) for a period of 10 trading days.

PARS contain voting rights and are included in the number of shares of common stock issued and outstanding. PARS granted subsequent to September 30, 2009 contain a non-forfeitable right to dividends or dividend equivalents in the form of additional shares of restricted stock containing the same vesting provisions as the underlying award. The following table presents the activity for the three years ended December 31, 2010:

	Number of PARS	Weighted Average Grant Date Fair Value	Total Intrinsic Value of PARS Vested
Outstanding as of December 31, 2007	299	\$ 13.31	
Granted	575	\$ 8.94	
Vested	(575)	\$ 8.94	\$5,14
Forfeited	(2)	\$ 13.92	
Outstanding as of December 31, 2008	297	\$ 13.30	
Granted	591	\$ 7.62	
Vested	(591)	\$ 7.62	\$6,58
Forfeited	(20)	\$ 13.21	
Outstanding as of December 31, 2009	277	\$ 13.31	
Granted	1,228	\$12.79	
Vested	(69)	\$13.31	\$ 91
Forfeited	—	\$ —	
Outstanding as of December 31, 2010	1,436	\$12.87	

The fair market value of PARS is determined based on the closing stock price of Kforce's common stock at the date of grant, and is amortized on a straight-line basis over the derived service period, which is determined using a lattice model.

During the years ended December 31, 2010, 2009 and 2008, Kforce recorded compensation expense of approximately \$4,931, \$5,488 and \$6,055, respectively. As of December 31, 2010, there was \$11,602 of unrecognized compensation expense related to PARS, which will be recognized over a weighted average remaining period of 2.69 years.

Vesting was accelerated for the PARS granted during the year ended December 31, 2009 as Kforce's stock price exceeded the stock price at the date of grant by 50% for the tenth trading day during the quarter ended September 30, 2009. As a result, all unrecognized compensation expense associated with these awards was accelerated. Kforce recognized total compensation expense related to these PARS of \$4,506 during the year ended December 31, 2009.

The PARS granted during the year ended December 31, 2008 also contained a performance-based acceleration feature that related to the disposition of a portion of the business at a sufficient gain, which was subject to Compensation Committee approval. As was previously discussed, on June 30, 2008, the Compensation Committee approved the acceleration of the vesting of the PARS that were granted in 2008 as a result of the sale of Kforce's Scientific and per-diem Nursing businesses. As a result, Kforce accelerated the previously unrecognized compensation expense associated with these awards.

Restricted Stock

RS is periodically granted to certain Kforce executives and is generally based on the extent by which annual long-term incentive performance goals, which are established by Kforce's Compensation Committee during the first 90 days of the year of performance, are certified by the Compensation Committee as having been met. RS granted during the years ended December 31, 2010, 2009 and 2008 had vesting terms ranging from one year to six years.

RS contain voting rights and are included in the number of shares of common stock issued and outstanding. RS granted subsequent to September 30, 2009 contain a non-forfeitable right to dividends or dividend equivalents in the form of additional shares of restricted stock containing the same vesting provisions as the underlying award. The following table presents the activity for the three years ended December 31, 2010:

	Number of RS	Weighted Average Grant Date Fair Value	Total Intrinsic Value of RS Vested
Outstanding as of December 31, 2007	80	\$ 13.33	
Granted	517	\$ 8.31	
Forfeited	(19)	\$ 9.55	
Outstanding as of December 31, 2008	578	\$ 8.96	
Granted	35	\$ 9.74	
Vested	(209)	\$ 8.46	\$ 1,619
Forfeited	(59)	\$ 9.93	
Outstanding as of December 31, 2009	345	\$ 9.17	
Granted	199	\$ 12.77	
Vested	(82)	\$ 9.36	\$ 1,093
Forfeited	—	\$ —	
Outstanding as of December 31, 2010	462	\$ 10.68	

The fair market value of restricted stock is determined based on the closing stock price of Kforce's common stock at the date of grant, and is amortized on a straight-line basis over the service period.

During the years ended December 31, 2010, 2009 and 2008, Kforce recorded compensation expense of approximately \$1,105, \$763 and \$1,850, respectively. As of December 31, 2010, there was \$3,602 of unrecognized compensation expense related to RS, which will be recognized over a weighted average remaining period of 3.72 years.

15. COMMITMENTS AND CONTINGENCIES

Lease Commitments

Kforce leases space and operating assets under operating and capital leases expiring at various dates, with some leases cancelable upon 30 or 90 days notice. The leases require Kforce to pay taxes, insurance and maintenance costs, in addition to rental payments.

Future minimum lease payments, inclusive of accelerated lease payments, under non-cancelable capital and operating leases are summarized as follows:

	2011	2012	2013	2014	2015	Thereafter	Total
Capital Leases							
Present value of payments	\$1,491	\$1,307	\$ 583	\$164	\$49	\$—	\$ 3,594
Interest	380	157	111	24	9	—	681
Capital Lease Payments	\$1,871	\$1,464	\$ 694	\$188	\$58	\$—	\$ 4,275
Operating Leases							
Facilities	\$5,695	\$4,163	\$2,411	\$785	\$ 8	\$—	\$13,062
Furniture and equipment	90	34	3	—	—	—	127
Total Operating Leases	\$5,785	\$4,197	\$2,414	\$785	\$ 8	\$—	\$13,189
Total Leases	\$7,656	\$5,661	\$3,108	\$973	\$66	\$—	\$17,464

The present value of the minimum lease payments for capital lease obligations has been classified in other current liabilities and long-term debt—other, according to their respective maturities. Rental expense under operating leases was \$7,684, \$9,951 and \$10,222 for the years ended December 31, 2010, 2009 and 2008, respectively.

Purchase Commitments

Kforce has entered into various commitments including, among others, a compensation software hosting and licensing arrangement, contracts with resorts to host our annual employee incentive trips in 2011 and 2012, and a commitment for data center fees for certain of our information technology applications. As of December 31, 2010, these commitments amounted to approximately \$14,344 and are expected to be paid as follows: \$6,548 in 2011; \$3,946 in 2012; \$3,078 in 2013; \$648 in 2014 and \$124 in 2015.

Letters of Credit

Kforce provides letters of credit to certain vendors in lieu of cash deposits. At December 31, 2010, Kforce had letters of credit outstanding for workers' compensation and other insurance coverage totaling \$2,663, and for facility lease deposits totaling \$171.

Litigation

As disclosed in our previous filings with the SEC, Kforce is a defendant in a California class action lawsuit alleging misclassification of California Account Managers and seeking unspecified damages. The tentative settlement referred to in our Quarterly Report on Form 10-Q for the period ended September 30, 2010 has been preliminarily approved by the Court in the adjusted amount of \$2,526, which has been recorded within accounts payable and other accrued liabilities in the accompanying consolidated balance sheets. A hearing on the final approval is scheduled to take place in May 2011.

In the ordinary course of its business, Kforce is from time to time threatened with litigation or named as a defendant in various lawsuits and administrative proceedings. While management does not expect any of these other matters to have a material adverse effect on the Company's results of operations, financial position or cash flows, litigation is subject to certain inherent uncertainties. Kforce maintains liability insurance in such amounts and with such coverage and deductibles as management believes is reasonable. The principal liability risks that Kforce insures against are workers' compensation, personal injury, bodily injury, property damage, directors' and officers' liability, errors and omissions, employment practices liability and fidelity losses. There can be no assurance that Kforce's liability insurance will cover all events or that the limits of coverage will be sufficient to fully cover all liabilities.

Other than as described above, Kforce is not aware of any litigation that would reasonably be expected to have a material adverse effect on its results of operations, its cash flows or its financial condition.

Employment Agreements

Kforce has entered into employment agreements with certain executives that provide for minimum compensation, salary and continuation of certain benefits for a six-month to a three-year period under certain circumstances. The agreements also provide for a severance payment of one to three times annual salary and one half to three times average annual bonus if such an employee is terminated without good cause by the employer or for good reason by the employee. These agreements contain certain post-employment restrictive covenants. Kforce's liability at December 31, 2010 was approximately \$57,219 if all of the employees under contract were terminated without good cause by the employer or the employees resigned for good reason following a change in control and \$19,482 if all of the employees under contract were terminated by Kforce without good cause or the employees resigned for good reason in the absence of a change of control.

Kforce has not recorded any liability related to the employment agreements as no events have occurred that would require payment under the agreements.

16. REPORTABLE SEGMENTS

Kforce's reportable segments are as follows: (i) Tech, (ii) FA, (iii) HLS, and (iv) GS. This determination was supported by, among others: the existence of segment presidents responsible for the operations of each segment and who also report directly to our chief operating decision maker, the nature of the segment's operations and information presented to the Board of Directors. During this assessment, it was determined that Kforce also reports Flexible billings and Search fees separately by segment, which has been incorporated into the following table.

Historically, and through our year ended December 31, 2010, Kforce has generated only sales and gross profit information on a segment basis. Substantially all operations and long-lived assets are located in the United States.

The following table provides information concerning the continuing operations of our segments for the three years ended December 31, 2010:

	Technology	Finance and Accounting	Health and Life Sciences	Government Solutions	Total
2010					
Net service revenues					
Flexible billings	\$522,220	\$165,831	\$160,247	\$103,132	\$951,430
Search fees	16,346	21,365	1,666	—	39,377
Total revenue	\$538,566	\$187,196	\$161,913	\$103,132	\$990,807
Gross profit	\$159,983	\$ 70,811	\$ 48,414	\$ 33,206	\$312,414
2009					
Net service revenues					
Flexible billings	\$ 457,544	\$ 146,186	\$ 163,481	\$ 114,523	\$ 881,734
Search fees	10,280	16,670	1,452	—	28,402
Total revenue	\$ 467,824	\$ 162,856	\$ 164,933	\$ 114,523	\$ 910,136
Gross profit	\$ 133,906	\$ 61,836	\$ 49,256	\$ 40,981	\$ 285,979
2008					
Net service revenues					
Flexible billings	\$ 493,282	\$ 174,039	\$ 187,486	\$ 76,225	\$ 931,032
Search fees	26,585	37,220	2,180	—	65,985
Total revenue	\$ 519,867	\$ 211,259	\$ 189,666	\$ 76,225	\$ 997,017
Gross profit	\$ 161,087	\$ 95,458	\$ 59,669	\$ 28,437	\$ 344,651

7. QUARTERLY FINANCIAL DATA (UNAUDITED)

The quarterly financial data presented below has been adjusted, where applicable, to reflect the discontinued operations of Kforce's Scientific and per-diem Nursing businesses, which is more fully described in Note 2.

	Three Months Ended			
	March 31,	June 30,	Sept. 30,	Dec. 31,
2010				
Net service revenues	\$226,656	\$246,137	\$259,519	\$258,495
Gross profit	68,145	78,395	83,465	82,409
Net income	2,708	5,144	6,444	6,338
Earnings per share—basic	\$0.07	\$0.13	\$0.16	\$0.16
Earnings per share—diluted	\$0.07	\$0.13	\$0.16	\$0.16
2009				
Net service revenues	\$ 231,309	\$ 225,952	\$ 228,273	\$ 224,602
Gross profit	72,221	71,621	72,316	69,821
Net income	3,161	3,907	2,272	3,533
Earnings per share—basic	\$0.08	\$0.10	\$0.06	\$0.09
Earnings per share—diluted	\$0.08	\$0.10	\$0.06	\$0.09

During the third and fourth quarters of 2010, Kforce reduced the allowance for doubtful accounts, fallouts and other accounts receivable reserves by \$720 and \$1,470, respectively, which were recorded in selling, general and administrative expenses in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss). The reductions resulted from evidence gathered during an ongoing analysis performed on various factors including recent trends, specific analysis of significant receivable balances that are past due, concentration of receivables and the current state of the U.S. economy.

Additionally, during the third quarter of 2010, Kforce recorded an accrual in the amount of \$1,850 as a preliminary settlement amount for an existing class action lawsuit alleging misclassification of California Account Managers. During the fourth quarter of 2010, an additional amount of \$676 was recorded increasing the accrual for the settlement, which is subject to final court approval, to \$2,526. The amounts recorded in the third and fourth quarters were both recorded in selling, general and administrative expenses in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss).

18. SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental cash flow information is as follows for the year ended December 31:

	2010	2009	2008
Cash paid during the period for:			
Income taxes, net	\$13,345	\$10,310	\$19,920
Interest, net	\$ 739	\$ 830	\$ 1,900
Non-Cash Transaction Information:			
Tax benefit from disqualifying dispositions of stock options and restricted stock	\$ 322	\$ 162	\$ 410
Shares tendered in payment of exercise price of stock options and SARs	\$ 6,705	\$ 2,172	\$ 570
Common Stock transactions:			
Employee stock purchase plan	\$ —	\$ 586	\$ 840
Equipment acquired under capital leases	\$ 2,111	\$ 1,088	\$ 1,860
Proceeds from discontinued operations held in escrow	—	—	\$ 1,150
Cash used in connection with acquisitions, net:			
Acquisition costs	\$ —	\$ 109	\$38,980
Cash received in acquisition	—	—	(570)
	\$ —	\$ 109	\$38,410

CORPORATE INFORMATION

BOARD OF DIRECTORS

David L. Dunkel

Chairman and
Chief Executive Officer,
Kforce Inc.

John N. Allred

President, A.R.G., Inc.

W.R. Carey, Jr.

Chief Executive Officer,
Corporate Resource Development, Inc.

Richard M. Cocchiaro

Vice Chairman and Vice President,
Kforce Inc.

Mark F. Furlong

Chairman, President and
Chief Executive Officer,
Marshall & Ilsley Corp.

Patrick D. Moneymaker

Consultant

Elaine D. Rosen

Chair of the Board,
The Kresge Foundation
Nonexecutive Chair, Assurant

Ralph E. Struzziero

Consultant

Howard W. Sutter

Vice Chairman and Vice President,
Kforce Inc.

A. Gordon Tunstall

President and
Chief Executive Officer,
Tunstall Consulting

EXECUTIVE AND SENIOR OFFICERS

David L. Dunkel

Chairman and
Chief Executive Officer

William L. Sanders

President

Joseph J. Liberatore

Executive Vice President,
Chief Financial Officer and Secretary

Michael L. Ettore

Chief Services Officer

Randal E. Marmon

Chief Customer Development Officer

Peter M. Alonso

Chief Talent Officer

Michael R. Blackman

Chief Corporate Development Officer

SAM! Farrell

Chief Sales Officer

David M. Kelly

Senior Vice President,
Finance and Accounting

Jeffrey B. Hackman

Chief Accounting Officer

William S. Josey, Esq.

General Counsel

Mark Biscoe

President, North Region

Frank Curry

President, Kforce Global Solutions, Inc.

Kristin Ellis

President, Health & Life Sciences

Larry Grant

President, KGS

Kye Mitchell

President, Atlantic Region

Jeffrey T. Neal

President, West Region

CORPORATE COUNSEL

Holland & Knight LLP
Tampa, Florida

INDEPENDENT AUDITORS

Deloitte & Touche LLP
Tampa, Florida

TRANSFER AGENT

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
www.computershare.com
Shareholder Inquiries:
1 (877) 282-1168

FORM 10-K AVAILABLE

A copy of the Kforce Inc.'s Annual Report on Form 10-K (excluding exhibits thereto) is available to any investor without charge upon written request to:

Michael R. Blackman
Chief Corporate Development Officer
Kforce Inc.
1001 East Palm Avenue
Tampa, Florida 33605

Or contact us at www.kforce.com
or call Investor Relations:
1 (813) 552-2927.

ANNUAL MEETING

The annual meeting of shareholders will be held on June 21, 2011 at 8:00 a.m. at Kforce Inc. headquarters in Tampa, Florida.

WEBSITE INFORMATION

For a comprehensive profile of Kforce Inc., visit the Firm's website at: www.kforce.com.

KFORCE

KFORCE LOCATIONS

UNITED STATES

ALABAMA

Huntsville

ARIZONA

Phoenix

CALIFORNIA

Culver City

Encino

Irvine

La Jolla (San Diego)

San Francisco

San Jose

Westlake Village

COLORADO

Greenwood Village (Denver)

CONNECTICUT

East Hartford

Shelton

Stamford

DELAWARE

Wilmington

DISTRICT OF COLUMBIA

Washington

FLORIDA

Maitland (Orlando)

Miami

Sunrise (Ft. Lauderdale)

Tampa

GEORGIA

Atlanta (3)

ILLINOIS

Chicago

Schaumburg

INDIANA

Indianapolis

IOWA

West Des Moines

KANSAS

Overland Park (Kansas City)

KENTUCKY

Louisville

MARYLAND

Baltimore

MASSACHUSETTS

Boston

Burlington

Westborough

MICHIGAN

Grand Rapids

Southfield (Detroit)

MINNESOTA

Bloomington (Minneapolis)

MISSOURI

Creve Coeur (St. Louis)

NEW JERSEY

Iselin

Parsippany

Saddle Brook

NEW YORK

New York (2)

NORTH CAROLINA

Charlotte

OHIO

Beaver Creek

Cincinnati

Columbus

Independence (Cleveland)

Miamisburg

OREGON

Portland

PENNSYLVANIA

King Of Prussia

Pittsburgh

RHODE ISLAND

Providence

TEXAS

Addison (Dallas)

Austin (2)

Fort Worth

Houston

San Antonio

UTAH

Salt Lake City

VIRGINIA

Fairfax

Falls Church

Hampton

Reston

WASHINGTON

Bellevue

WISCONSIN

Madison

Milwaukee

INTERNATIONAL

PHILIPPINES

Manila (2)

KFORCE®

KFORCE—65 TOTAL OFFICES TO SERVE YOU.

To find the location nearest you, visit our Website at www.kforce.com or call 1 (800) 395-5575.

Corporate Headquarters: 1001 East Palm Avenue, Tampa, Florida 33605

1 (813) 552-5000

C: Attachment D – Category Summary

ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture		X
2 - Construction/Project Management		X
3 - Finance/Real Estate		X
4 - Environment/Energy		-
5 - Information Technology		X
5 - Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)		-
6 - Security/Public Safety		-
7 - Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)		-
8 - Diversity (including Military/Veterans)		X

D: Attachments E and F

ATTACHMENT E

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY**

Provide the following information for a minimum of three executive 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 Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #2

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #3

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

Placement #4

Client Business Name: _____

Client Address (City & State): _____

Client Contact Name/Phone #/Email Address: _____

Title of Placement: _____

Date of Placement: _____

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: Information Technology

<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: JP Morgan
Client Address (City & State): 4 NY Plaza, New York, NY
Client Contact Name/Phone #/Email Address: Rasheed A. Shukoor (rasheed.a.shukoor@jpmchase.com)
Title of Placement: Business Analyst/Project Lead
Date of Placement: December 2010

Placement #2

Client Business Name: WeightWatchers
Client Address (City & State): 60 Madison Avenue, New York, NY
Client Contact Name/Phone #/Email Address: Vineet Kumar (vineet.kumar@weightwatchers.com)
Title of Placement: C# .Net Technical Lead
Date of Placement: November 2011

Placement #3

Client Business Name: TradeCard
Client Address (City & State): 75 Maiden Lane, 12th Floor, New York, NY 10038
Client Contact Name/Phone #/Email Address: Natalie Lindsey, 212-405-1809, nlindsey@tradecard.com
Title of Placement: Systems Admin
Date of Placement: September 2012

Placement #4

Client Business Name: Provenir
Client Address (City & State): 300 Interpace Parkway, Parsippany, NJ 07054
Client Contact Name/Phone #/Email Address: Brett Norton/bnorton@provenir.com
Title of Placement: MS.Net Sr Developer
Date of Placement: September 2012

CATEGORY NUMBER & TITLE: Finance & Accounting
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: American Express
Client Address (City & State): 3 World Financial Center, 3 World Financial Center, NY, NY 10285
Client Contact Name/Phone #/Email Address: Jessica Mazor, 212 640-4757
jessica.mazor@aexp.com
Title of Placement: Director of Reporting
Date of Placement: 6/6/11

Placement #2

Client Business Name: Fidessa
Client Address (City & State): 17 State Street, NY, NY 10004
Client Contact Name/Phone #/Email Address: Rukiya Toatley, 212-520-3408
rukiya.toatley@fidessa.com
Title of Placement: Sales order entry
Date of Placement: 8/8/11

Placement #3

Client Business Name: Morgan Stanley
Client Address (City & State): 1221 Avenue of the Americas, NY, NY 10020
Client Contact Name/Phone #/Email Address: Antonio Velazquez, 212-762-7725
Antonio.velazquez@morganstanley.com
Title of Placement: Internal audit manager
Date of Placement: 8/1/2011

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

E: Proposed Management Approach

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).

Management Approach Overview

To deliver expert recruitment services the Port Authority of New York and New Jersey (Authority) requires a supplier that has:

- Robust recruiting capabilities;
- Established methodologies for the delivery of professionals with verified skills and experience; and
- Established methodologies for the management of a staffing engagement.

Kforce Inc. (Kforce) is prepared to provide recruitment services to the Authority so you can meet your resource challenges for mid-level staff on a "call in" basis through 2015. We have the methodologies necessary to successfully deliver qualified mid-level staff.

Kforce's solution provides the benefit of **scalable delivery**. That delivery will come as a direct result of the power of our recruiting engine and its expertise in identifying validated professionals that meet the Authority's requirements. Our recruiting engine includes traditional and technology-enabled sourcing strategies through local recruiters and our National Recruiting Center – an ISO certified team with 300+ specialists working around the clock. This engine identifies new resources across Kforce's skill specialties. The only one of its kind, our recruiting engine will ensure a pipeline of call center professionals within the timeframe you require.

Our recruitment solution also offers the Authority the benefit of **the right match** of validated skills and experience for mid-level professionals you require. The Authority's right match will come as a direct result of our disciplined process which has been refined over nearly 50 years in staffing. Our disciplined process encompasses the entire resource deployment life cycle – qualification; matching and selection; and on-boarding – and will ensure the Authority has the validated professionals you require when you require them.

Finally, our recruitment solution offers the Authority the benefit of **effective program management**. Effective program management will come as a direct result of our account team structure and proven service methodology which will ensure the Authority receives the exceptional service you deserve.

Quality Control Plan – Our Disciplined Process for the Right Match

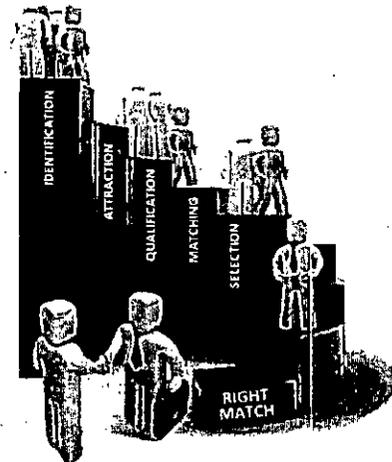
Our key to the **right match** is the use of disciplined processes that ensure experienced professionals are consistently placed in each of your mid-level staff positions. Our disciplined processes begin with our technical approach/methodology for identifying, attracting and qualifying resources. We use all available candidate sources from which to identify qualified professionals. Sources include traditional avenues such as professional associations and referrals. Sources also include technology-enabled avenues such as job boards and social networking sites.

Once identified, candidates are qualified through skills testing, behavioral interviews and reference checks. They are then compared to your requirements. As such, matching and selection are the final stages of our disciplined process – our quality control function.

Matching and Selection

Kforce will partner with the Authority to ensure **the right match** is delivered for each mid-level staff position. We will take the time before we begin the recruiting process to discuss each position with you and document the tangible and intangible requirements. Requirements include but are not limited to:

- Top five duties/tasks to be performed
- Skills required and desired
- Experience required and desired
- Start date
- Hiring process
- Budget/salary range



We then narrow the candidate pipeline and select your right match by comparing your requirements to each candidate.

<i>Tangible Match</i>	<i>Intangible Match</i>
<ul style="list-style-type: none">• Skill sets• Technical ability• Geographic desirability (location)• Rate• Time (availability)• Conflicting opportunities	<ul style="list-style-type: none">• Cultural fit for a department• Chemistry / Values• Career goals• Other opportunities

Only candidates that successfully match your requirements will be presented to the Authority for interview and final selection.

On-Boarding

Once a candidate is approved, we are able to facilitate all activities from offer to acceptance through start date. We will work with the Authority to customize on-boarding processes that meet your needs.

Our Effective Program Management

Effective program management comes as a direct result of our account team structure and proven service methodology that ensures the Authority has access to the mid-level professionals needed.

With four offices in the New York metropolitan area backed by a national network of corporate-owned branches, Kforce has the breadth and strength as an industry leader to effectively provide the Authority with mid-level staff recruitment services.

Account Management Organization

Kforce's will appoint an account team to the Authority. Your team will be available for hiring requirements, billing inquiries and issue resolution daily or as needed.

Your team will be comprised of client associates, recruiting professionals and service support personnel from our 103 associates in the New York metropolitan area. Randy Witt, Technology Talent Partner and Market Manager; Beth Reichgott, Finance & Accounting Senior Talent Manager; and Shawn McKinstrie, Market Vice President, will lead your team.

The members of your account team will possess a mix of specialty expertise in technology and finance/accounting to cover the myriad of professionals you require. Also, our centralized, National Recruiting Center will be directly engaged with the local recruiting team to enhance your candidate pipeline.

Your account team will be committed to the effective servicing of your requirements. They will build on our firm's reputation and their existing networks to deliver the right match to the Authority – the high caliber professionals you require.

F: Proposed Technical Approach

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.

A. qualifications and experience of the staff proposed to perform services hereunder.

Account Team

The Kforce account management strategy includes local account representatives with the qualification and experience to ensure effective servicing of the Authority's requirements. We have provided brief bios of just a few Kforce representatives that will be dedicated to supporting the Authority's account.

Randy Witt – Technology Talent Partner and Market Manager

Randy Witt is a Technology Talent Partner and Market Manager in Kforce's Greater New York market. Mr. Witt joined Kforce in 1994 as a Technical Recruiter and was promoted in 2002 to IT Recruiting Manager. Mr. Witt is a hands-on manager, leading his staff by example in identifying, recruiting and evaluating top level professionals in the New Greater New York market and in developing and maintaining clients looking for this talent. He and his team recruit, market and place professionals covering all Technology disciplines. As a manager, Mr. Witt has continued to be a top recruiter, typically ranking in the top five company-wide in his division. He continues to enjoy using his technical background and high level of drive to help both job seekers and companies alike.

Prior to joining Kforce, Mr. Witt held positions within the Technology segment. Mr. Witt started his career working for Midlantic Bank as a Systems Analyst with responsibility for the customization, testing, and implementation of demand deposit based banking systems and associated operations and procedures. He then moved on to UPS in 1990 to take a position as a Project Leader, responsible for planning and leading development of advanced Labeling, Scanning, Shipment Tracking, Manifesting, and Billing systems.

Mr. Witt graduated with a B.S. Degree from Indiana University in Operations and Systems Management in 1987.

Beth A. Reichgott, MBA – Finance & Accounting Senior Talent Manager

Beth Reichgott is a Senior Talent Manager in Kforce's Greater New York market. In 2005, Ms Reichgott joined Kforce's Finance & Accounting division with a focus on placing professionals in permanent positions. Within two years, she was one of the top five producers in the Greater New York market. She continues to be a successful part of the NY/NJ metro team and because of her hard work and integrity, is known to have extremely loyal candidates and clients.

Ms. Reichgott's career in staffing began in 2003 with a New York City based agency that recruited and placed both temporary and permanent candidates in areas such as accounting, finance, administrative, customer service and legal. She went on to manage the Hackensack, NJ office for the regional firm.

Ms. Reichgott earned a BS in Engineering at Fairleigh Dickinson University in 2001. She continued her education at Fairleigh Dickinson's Silberman College of Business, graduating with an MBA in Global Management in 2002.

Shawn McKintrie –Market Vice President

Shawn McKintrie is the Market Vice President for Kforce in the Greater New York area and is responsible for leading field operations and developing strategic business relationships with clients throughout the greater New York metropolitan area. With more than 15 years of executive and sales leadership experience within the recruitment industry, Mr. McKintrie is uniquely qualified to help clients succeed in all aspects of talent acquisition. His expertise in talent acquisition includes: establishing national account partnerships, surge hiring & project recruitment, interim professionals, and recruitment process outsourcing (RPO).

Prior to joining Kforce in 2009, Mr. McKintrie worked with Korn/Ferry Futurestep as the Client Development Leader over the Northeastern United States. Mr. McKintrie had a career spanning 12 years with Robert Half International, where he started as an Accounting and Finance Recruiter. After multiple promotions, he advanced to the position of Regional Vice President for New York and the surrounding states.

Mr. McKintrie holds a Bachelors Degree in Communication from the State University in New York; he is also a frequent speaker on hiring trends within the Accounting, Financial Services, Information Technology, and Creative Industries. Mr. McKintrie is an active member of the Institute of Management Accountants (IMA), and the Society of Human Resources Management (SHRM).

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.

Kforce is multi-discipline, professional resources Firm that can help the Authority meet your goals by providing experienced, qualified KnowledgeForce® workers in direct hire workforce solutions for mid-level professional placements in Technology and Finance & Accounting.

About Kforce

Staffing Industry Analysts, our industry's premier independent research and analysis firm, has validated Kforce as one of the largest professional staffing firms in the United States.

- 4th largest direct hire firm in the US
- 1,300 sales and recruiting professionals
- 60 offices in 41 major markets nationwide and one location in the Philippines
- 8,700 consultants on assignment on any given day, averaging 40,000 annually
- 3,300 permanent placements annually on average

Financial Stability

- In a time when financial discipline is paramount, Kforce has consistently demonstrated fiscal responsibility:
- Founded in 1962 and publicly traded on NASDAQ since 1995 (KFRC)
- Healthy balance sheet with no publicly rated debt
- Nearly \$1 billion in revenue annually
- Never reported any material weaknesses in our internal controls over financial reporting

Recruitment Services Experience

As the fourth largest direct hire firm in the US, Kforce has extensive experience placing mid-level professional resources into permanent positions. The following chart outlines our experience providing recruitment services for the past five years.

<i>Line of Business</i>	<i>2006</i>	<i>2007</i>	<i>2008</i>	<i>2009</i>	<i>2010</i>
Technology	1,767	1,901	1,665	739	1,119
Finance & Accounting	3,016	3,070	2,633	1,443	1,819
Kforce OnStaff Group	223	203	159	N/A	N/A
Clinical Research	96	103	79	29	30
Health Information Management	28	52	65	71	58
TOTAL	5,130	5,329	4,601	2,282	3,026

Past Performance

As the economy shifts, we are seeing our clients make choices to add to their permanent staff. We have been significant in assisting our clients in making those additions.

- For 13 consecutive years, Kforce has been a preferred supplier to one of the world's largest banks; in some business units we are one of only three preferred suppliers. We have successfully delivered candidates for both Finance & Accounting as well as Technology needs for this client.
- In 2010, Kforce was one of five preferred suppliers filling more than 75% of permanent needs for another one of the world's largest banks. We have successfully delivered candidates for both Finance & Accounting and Technology needs to this client as well.
- After placing the Chief Accounting Officer (CAO) in 2007, Kforce has been a strategic partner and preferred provider with a leading hedge fund in New York City. We regularly assist them in filling critical Finance & Accounting and Technology needs within the organization.

As outlined in this section, Kforce has early 50 years placing resources into permanent positions. This experience gives us intimate knowledge of how to effectively source for permanent placements. This knowledge, combined with a strong local presence and one of the strongest recruiting engines in the staffing industry, makes us a viable choice for the Authority. You will receive a highly ranked, seasoned firm that can provide exceptional mid-level professional candidates that are the right match for your culture.

C. management approach for the performance of the contemplated services.

Effective program management comes as a direct result of our account team structure and proven service methodology that ensures the Authority has access to the mid-level professionals needed.

With four offices in the New York metropolitan area backed by a national network of corporate-owned branches and our National Recruiting Center, Kforce has the breadth and strength as an industry leader to effectively provide the Authority with mid-level staff recruitment services.

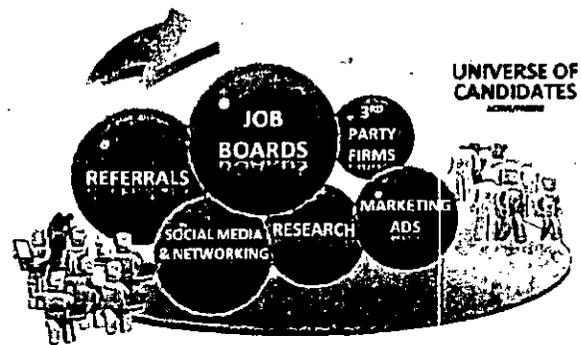
Kforce has provided a comprehensive overview of our approach to account management for the contemplated services in Section E: Proposed Management Approach.

D. technical approach for the performance of the contemplated services.

Kforce's solution provides **quick and scalable** delivery of mid-level staff. That delivery will come as a direct result of a powerful recruiting engine that is able to identify and attract candidates across all of Kforce's skill specialties.

Recruiting Engine

The Kforce recruiting engine's core consists of our geographically dispersed recruiters and our centrally located National Recruiting Center.



- We have more than 400 professional recruiters across the US. They are based in our branch offices, are intimately connected to the markets in which they reside, and dedicated to identifying passive candidates for our clients' current and future needs.
- Our National Recruiting Center is comprised of 300+ candidate generation specialists who work around the clock to identify and qualify new talent. The combination of these two teams allows us to provide 100% coverage across the US regardless of physical presence.

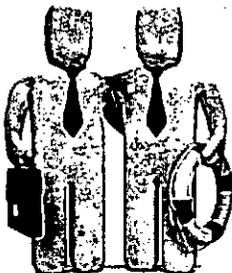
Candidate Sources

Our powerful recruiting engine uses traditional and technology-enabled sources to identify candidates.

<i>Active Candidate Sources</i>	<i>Passive Candidate Sources</i>
<ul style="list-style-type: none">• Job Boards<ul style="list-style-type: none">◦ Monster, Dice, Kforce.com• Newspapers• Job fairs• Candidate referrals• Professional associations• Community organizations• Referral bonus• Kforce database• Customers downsizing	<ul style="list-style-type: none">• Referrals<ul style="list-style-type: none">◦ Kforce Alumni, current candidates, customers, reference checks• Research<ul style="list-style-type: none">◦ Direct Recruiting, direct marketing lists• Social Media & Networking<ul style="list-style-type: none">◦ Professional and community organizations• Other<ul style="list-style-type: none">◦ Third Party Firms, international talent, advertising, multiple shift centralized team◦ International Specialty Solutions – a simplified recruitment of foreign nationals by providing fully packaged W-2 candidates ready for assignment

Using these sources, our powerful recruiting engine is able to provide a scalable pipeline of candidates from which to deliver your call center professionals.

Candidate Attraction



Once a potential candidate is identified, we then utilize a number of ways to attract them to Kforce. The first factor in attracting candidates to Kforce is our customer base. Kforce works with many of the world's leading companies and most admired employers. Great opportunities at world-class companies are always a significant draw.

Another key element in our attraction strategy is our ability to offer diverse employment opportunities including permanent career choices. As candidates migrate through their career, access to new challenges is critical to professional development and accomplishment.

Our pre-qualification process is best in class and allows us to quickly and accurately screen over 11,000 candidates nationwide on a weekly basis while not losing the personal touch. Our thorough process includes a phone screen, a resume screen and personal contact.

Candidate Qualification

Qualifying our candidates is the cornerstone of our exceptional service and consistently produces quality results. The key to the right match is to quickly determine which candidates do not meet your criteria or who are not a good fit for your opportunity.

Phone Interview

Face-to-Face Interview

Reference Checks

The exclusion process begins with the phone interview. The recruiting specialist uses this opportunity to determine the candidate's speech clarity, diction and ability to communicate verbally.

Kforce's in-depth interview has a structured behavioral approach. Every office uses a consistent format – one refined over nearly 50 years of conducting interviews. We focus on wage expectations and any client specific cultural likes and dislikes from previous positions. Whenever possible, we perform a face-to-face interview to further determine the candidate's skill level, commitment and professionalism.

Finally, Kforce will complete at least two professional reference checks for each candidate. The reference check verifies:

- Position/responsibilities
- Reporting relationships
- Ability to get along with others
- Outstanding accomplishments
- Creativity/initiative/character
- Strengths/weaknesses
- Personality
- Growth potential
- Reason for leaving

Candidate Presentation/Submission

Kforce will use our Quality Program – our matching and selection process – as described in the Section E: Management Approach to select qualified candidates to present to the Authority for each open position. We will present candidates as required by the Authority. Typically our candidate presentation includes a resume, candidate profile and verification of reference checks. We will work with the Authority's hiring managers to coordinate interviews. After the interviews and your final selection of a candidate, Kforce will facilitate all issues of employment, including pre-hire paperwork until start date.

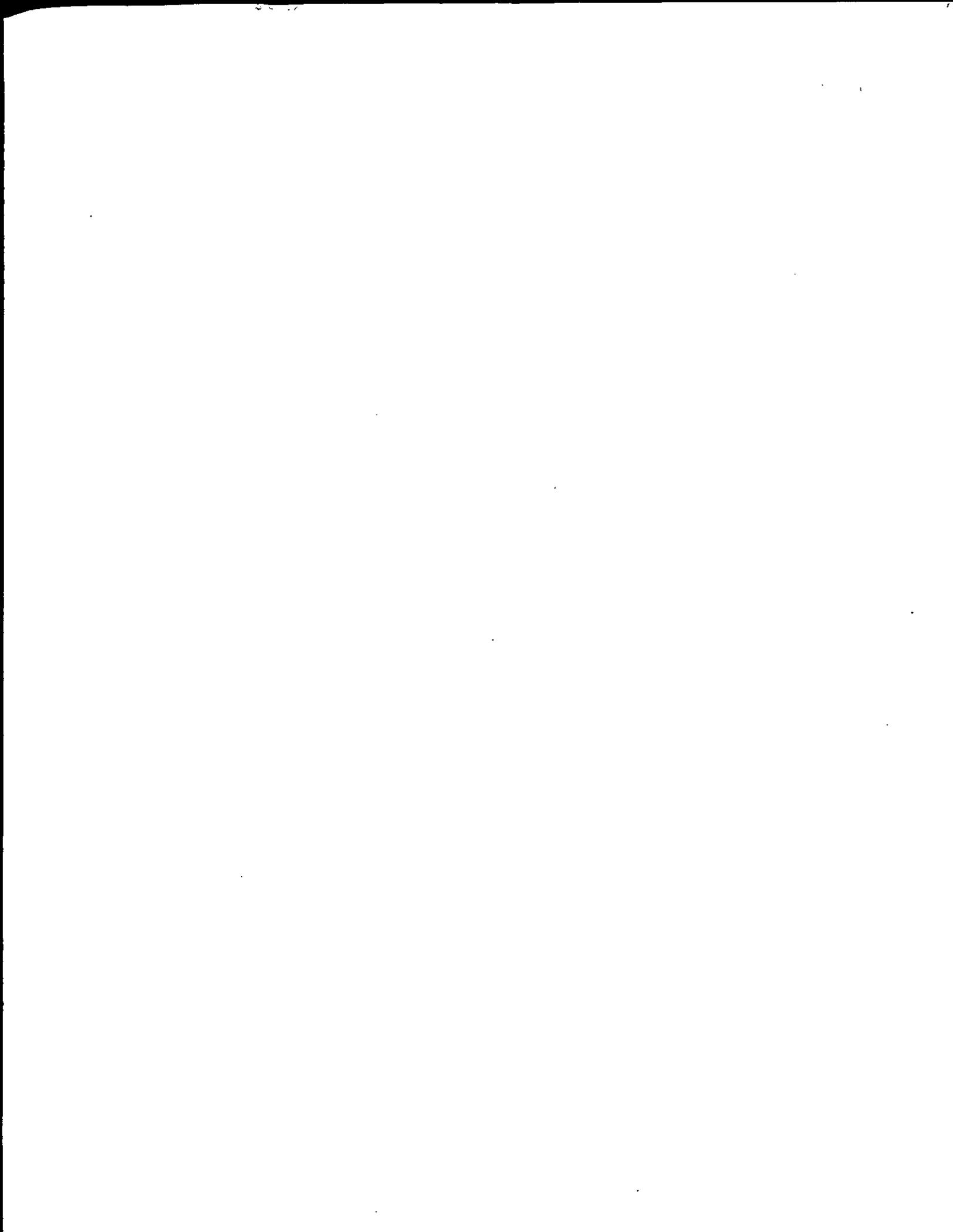
G: Cost Information

1. Firms wishing to provide Executive Search Services shall provide a retainer fee as provided in Paragraph 8A 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.

Kforce is not proposing to provide executive search services. Therefore, we have not provided retainer fees.

2. Firms wishing to provide Mid-level search services shall be paid on a contingency basis as provided in Paragraph 8B 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.

Kforce is proposing to provide only mid-level staff recruitment services, at a rate not to exceed **22%** 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.



H: Firm's Affiliates

A complete list of your firm's affiliates.

Kforce is not participating in any affiliations, strategic alliances or partnerships with other staffing companies at this time.

Kforce is currently a corporate member of: the American Staffing Association (ASA); the National Association of Computer Consultant Businesses (NACCB); and Staffing Industry Analysts (SIA). The ASA promotes legal, ethical, and professional practices for the US staffing industry. The NACCB is the only national trade association representing and developing relationships between companies that specialize in providing highly skilled computer professionals to clients in need of technical support and IT services and solutions. SIA is an independent research organization that advises on contingent work to staffing firms and buyers of staffing services.

In addition to these corporate memberships, many of our recruiters and account managers maintain industry certifications as well as affiliations with various national and local trade groups. Certifications our recruiters and account managers may possess include ASA certifications such as certified staffing professional (CSP) or certified personnel consultant (CPC)/certified temporary staffing specialist (CTS). Trade groups by specialty to which our recruiters and account managers may belong include but are not limited to:

<i>Line of Business</i>	<i>Membership Organizations</i>
Technology	Information Technology Association of America Society of Information Managers
Finance & Accounting	American Institute of Certified Public Accountants Financial Executives Institute Financial Executives Networking Group Institute of Internal Auditors



I: Conflict of Interest Statement

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.

Kforce has not identified any conflict of interest between the firm or our employees and the Authority as it relates to the services proposed.



J: Standard Agreement

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 and standard Non-Disclosure and Confidentiality Agreement (Exhibit I).

Kforce will work with the Authority on any proposed changes to the Authority's standard agreement, upon contract award.

EXHIBIT I

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

—
AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of this 20 day of September, 2011, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and Kforce Inc. having an office and place of business at 1001 East Palm Avenue, Tampa, FL 33605 (address) ("Recipient").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge (collectively, the "Project(s)", or "Proposed Project(s)"), and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "Parties") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **"Authorized Disclosure"** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **"Confidential Information"** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the

Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(c) **"Confidential Privileged Information"** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) **"Confidential Proprietary Information"** means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) **"Confidentiality Control Procedures"** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) **"Critical Infrastructure Information"** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) **"Information"** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) **"Limited Access Safety and Security Information"** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and

might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **"Port Authority Handbook"** means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **"Sensitive Security Information"** has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

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

4. **Retention Limitations; Return of Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** 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. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "Port Authority Legislation" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a "notice") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

If to the Port
Authority:

The Port Authority of New York and New Jersey

with a copy to:

The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO

If to the Recipient:

Kforce Inc.

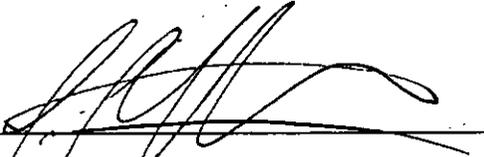
with a copy to:

Kforce Inc.
1001 East Palm Avenue
Tampa, FL 33605

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.
11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.
12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.
13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.
14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.
15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature:  _____

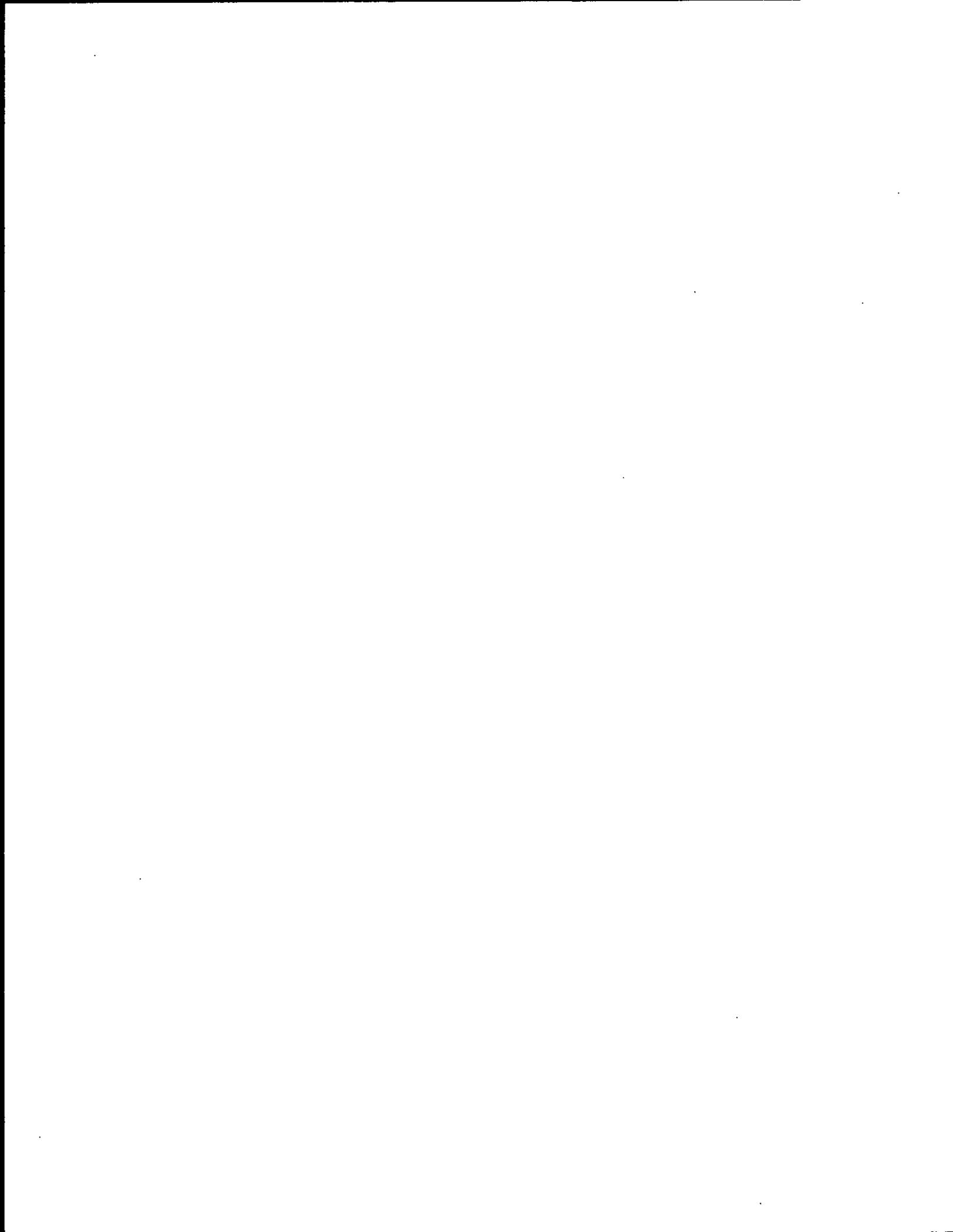
Print Name: Joseph Liberatore

Title: Chief Financial Officer

Date: 09/20/11

PEAK ACCOUNTING GROUP, INC.

Response to RFP # 25881



Letter of Transmittal

September 16, 2011

Port Authority of NY & NJ.
One Madison Avenue, 7th Floor
New York, NY

All of us at the Peak Accounting Group appreciate this opportunity to participate in RFP # 25881. We also appreciate having been awarded approved vendor status in the past and optimistically look forward to supporting your future needs.

The Peak Organization, Inc., founded and managed by Richard Eichenberg, has been in the accounting, audit and financial staffing industry since 1970, over 40 consecutive years in New York City.

The Peak Accounting Group, the firm's first middle management specialty unit, has been providing staffing services on a permanent basis since 1970 and a temporary basis for all levels of accounting, audit and finance professionals since 1995. We service a wide range of clients that include Fortune 500 and middle-market corporations, financial institutions, brokerage firms, not-for-profit and quasi-government organizations.

During the past two years, Peak has with clients such as: PricewaterhouseCoopers, Pitney Bowes, Bank of America, and Hearst Publishing to provide various supplemental accounting, audit, and other financial professionals.

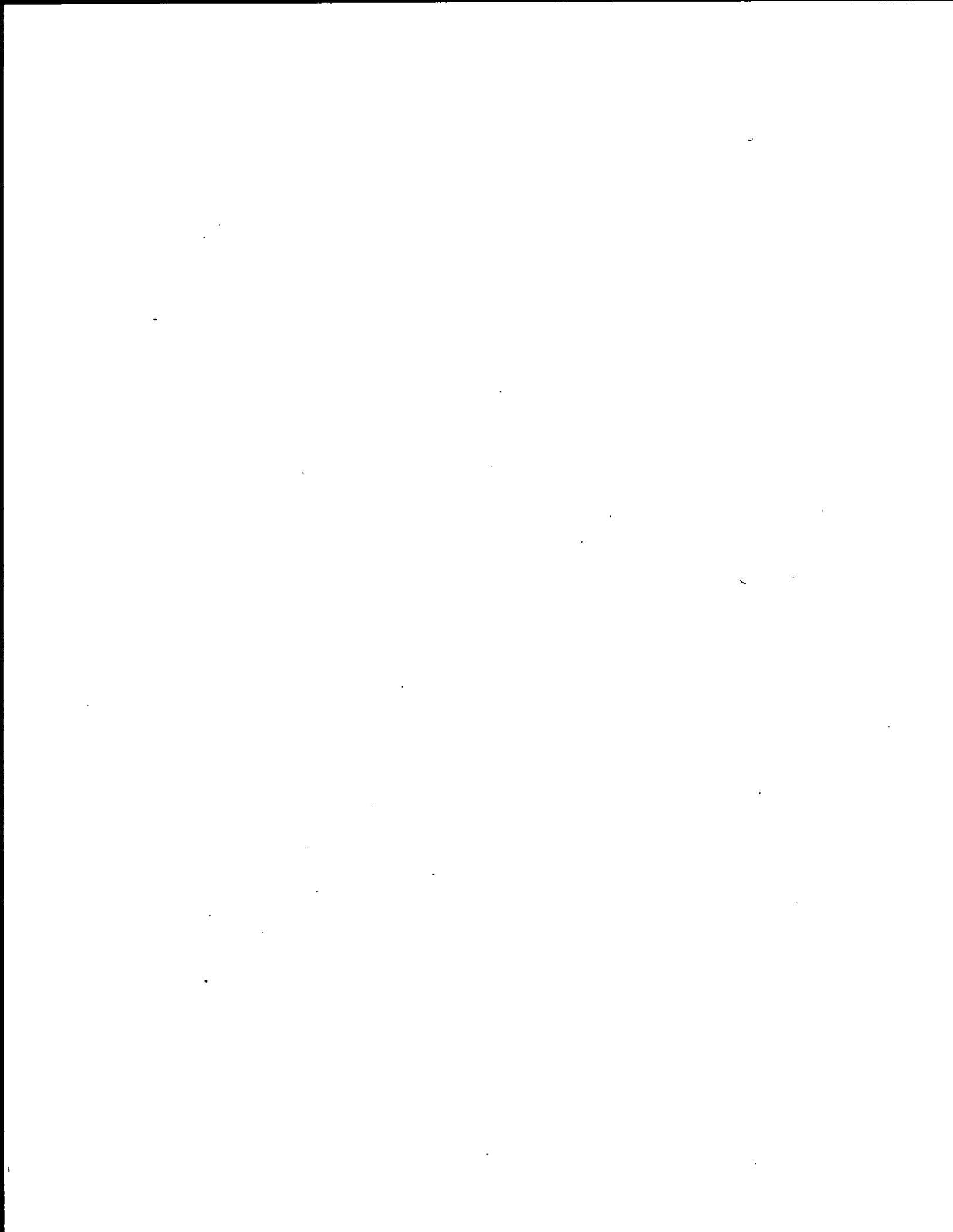
I have been employed by Peak since 1985 and have been the President of Peak Accounting Group since 1999.

With our 40 years' experience in the placement of permanent and temporary audit, accounting, and finance professionals, I believe my firm is qualified to provide the professionals listed in Attachment D.

Sincerely,



Sam Skrnich
President



ATTACHMENT A

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015

I. BACKGROUND

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, 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. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International (EWR), John F. Kennedy International (JFK), Teterboro (TEB), LaGuardia (LGA) and Stewart International Airports (SWF)), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

The Authority's facilities also include all of its wholly owned subsidiaries, such as but not limited to The Port Authority Trans-Hudson Corporation (PATH), that is a heavy-rail rapid-transit system, operating 24 hours a day, seven days a week, and serves as a critical link in the New York-New Jersey transportation network. Consultant shall provide services to the Authority and any of its subsidiaries as required by the Authority.

The Authority continues to build its human capacity through the recruitment of a qualified and diverse workforce who possess the skills required to achieve the Authority's business objectives. Towards that purpose, the Human Resources Department is seeking to develop a list of qualified search firms that can provide recruitment services on an as-needed basis to fill permanent executive and mid-level positions in various functional areas including: engineering, construction/project management, finance and economic development, environmental/energy, safety/security, transportation (e.g., aviation, maritime, rail), information technology, and corporate services (e.g., procurement, human resources). Search firms with specialization in diversity and military recruitment will also be included, as appropriate.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of identifying a diverse pool of well-qualified candidates for *senior executive* and *mid-level* positions within the Authority, as the need arises. Anticipated staffing categories are as outlined in Attachment D, included herewith and made a part hereof. In response to a request to fill a specific vacancy, the Consultant shall 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. Notification of selection of a particular candidate shall be in writing from the Authority to the Consultant.

III. DESCRIPTION OF CONSULTANT'S TASKS

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

- A. Review position description and requirements and propose changes thereto as appropriate, for review and approval by the Director;
- B. Conduct preliminary screening of candidates, and interview as appropriate, to assess qualifications and interest in the position;
- C. Verify/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;
- D. Refer the most qualified candidate(s) to the Authority for consideration, giving your reasons therefor;
- E. Upon selection of a candidate(s), conduct in-depth reference checks on each finalist and submit a comprehensive report documenting your findings;
- F. Assist the Authority in the negotiation of a final offer and terms of employment; and
- G. for each of the forgoing tasks:
 1. Provide written and verbal progress reports to the Project Manager, as required. Reports shall identify individuals and document findings.
 2. Attend and 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.

* * *

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

The Peak Accounting Group

(Company)



(Signature)

President

(Title)

9/16/2011

(Date)

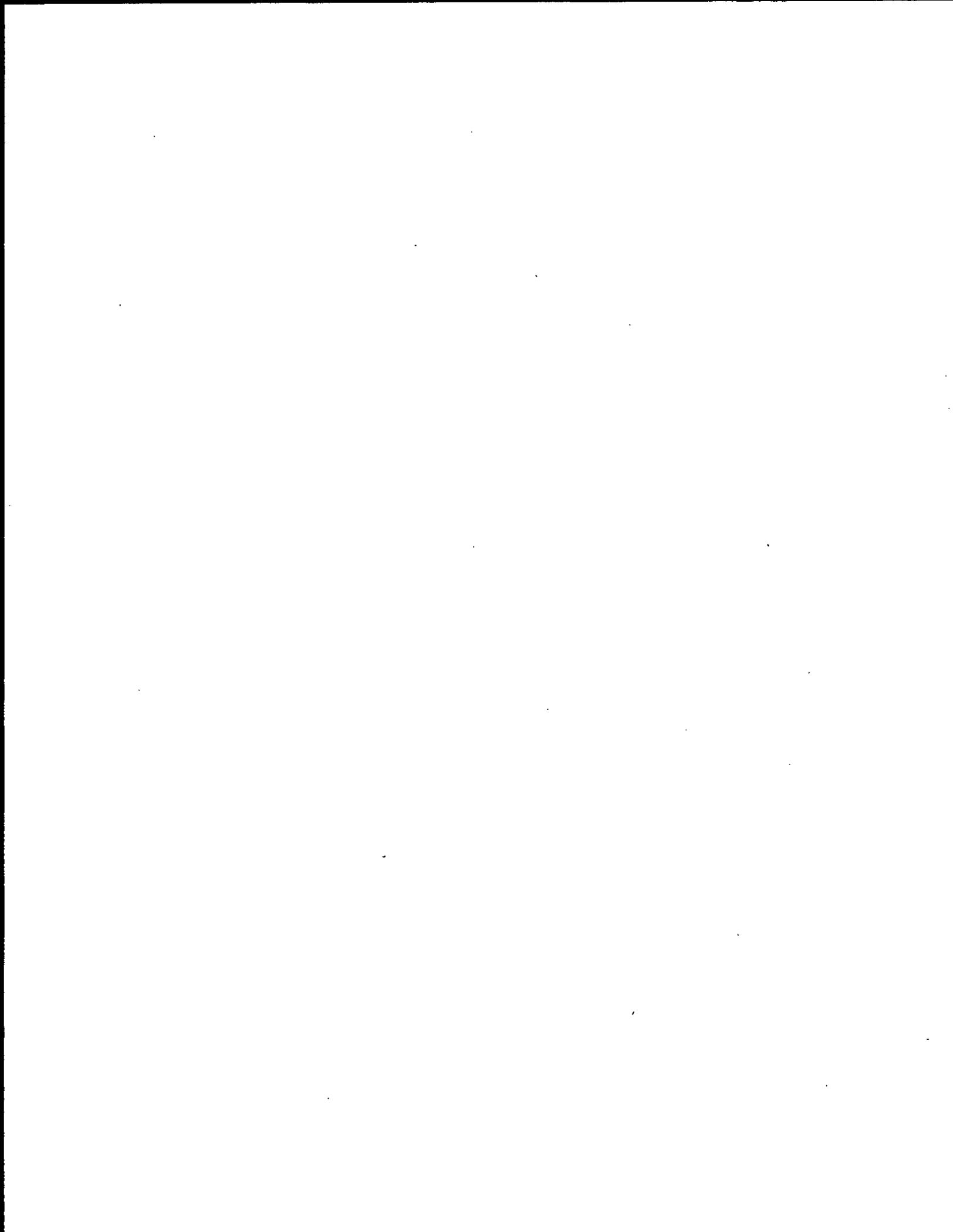


EXHIBIT I

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN

—
AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of this 16 day of September, 2011, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and The Peak Accounting Group having an office and place of business at 25 W 31st Street, NYC, NY 10001 (address) ("Recipient").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with Request for Proposals for Performance of Expert Professional Engineering Design and Support Services for Raising the Roadway of the Bayonne Bridge (collectively, the "Project(s)", or "Proposed Project(s)"), and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "Parties") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the *handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.*

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **"Authorized Disclosure"** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **"Confidential Information"** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient; the

Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(c) **"Confidential Privileged Information"** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) **"Confidential Proprietary Information"** means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) **"Confidentiality Control Procedures"** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) **"Critical Infrastructure Information"** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) **"Information"** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) **"Limited Access Safety and Security Information"** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and

might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **"Port Authority Handbook"** means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **"Sensitive Security Information"** has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

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

4. **Retention Limitations; Return of Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** 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. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "Port Authority Legislation" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a "notice") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

If to the Port Authority: The Port Authority of New York and New Jersey

with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO

If to the Recipient: The Peak Accounting Group
25 West 31st street
NYC, NY 10001

with a copy to: _____

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: 

Print Name: Sam Skrnich

Title: President

Date: 9/16/2011



ATTACHMENT C

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):
The Peak Accounting Group

2. Business Address (to receive mail for this RFP):
25 West 31st Street

NYC, NY 10001

3. Business Telephone Number: 212-792-7600
4. Business Fax Number: 212-792-7699
5. Firm website: www.peakorg.com
6. Federal Employer Identification Number (EIN): Ex. 1
7. Date (MM/DD/YYYY) Firm was Established: 10/26/2004
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
separte sheet attached

9. Officer or Principal of Firm and Title:
Sam Skrnich (president) & Richard Eichenberg (Secretary/Treasurer)
10. Name, telephone number, and email address of contact for questions:
Ed Simpson- 212-792-7646 esimpson@peakaccountinggroup.com

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.



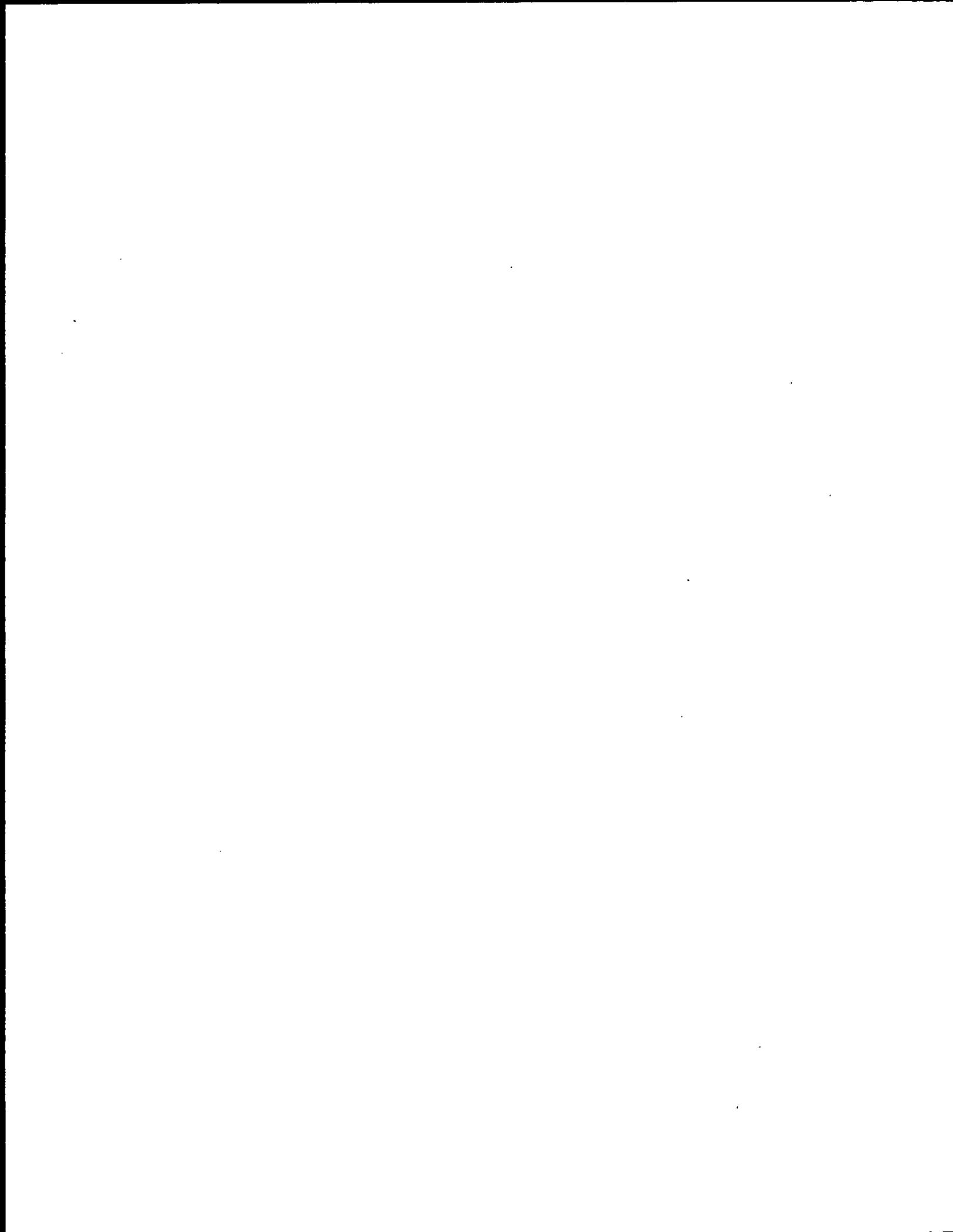
ATTACHMENT D

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture		
2 - Construction/Project Management		
3 - Finance/Real Estate	X	X
4 - Environment/Energy		
5- Information Technology		
5 - Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)		
6 - Security/Public Safety		
7 - Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)		
8 - Diversity (including Military/Veterans)		



Peak Accounting Group, Inc.
Specialists in professional staffing
25 West 31st Street, 7th Floor
212-947-6600 Telefax 212-947-6780



Section C.1 Experience

The Peak Accounting Group has successfully supplied supplemental accounting, audit, and financial staffing to a variety of clients for over seven years and similar permanent staff for over 40 years.

Our staff is comprised of MBA's and CPA's who are experts in the recruitment and selection of accounting, audit, and financial professionals. Collectively they have over fifty years of experience with Peak in this capacity.

Sam Skrnich, the President of the Group, has been employed by the Peak Organization since 1985. From 1985 – 1995 he specialized exclusively in Audit recruiting. Since 1995 he has been responsible for the management of all permanent and supplemental staffing services of the Peak Accounting Group and is uniquely qualified to manage the contract with The Port Authority of NY & NJ.

Nick Catalano, the Managing Director of our permanent placement division has 15 years of hands on recruiting experience. He has managed clients such as Con Edison, Citigroup, and Tishman Speyer. His diverse client base and financial expertise makes him a great fit to work with The Port Authority of NY & NJ.

Tara Horowitz, the Associate Director of the permanent placement division has seven years of extensive full life cycle recruiting experience across finance and accounting disciplines. She provides a full pre-screening service to better assess our candidates' presentation and skill set through phone and in-person qualifying interviews. Her vast network of quality professionals and superior searching capabilities would be beneficial to The Port Authority of NY & NJ.



ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: Finance/Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: UBS Bank
Client Address (City & State): NYC, NY
Client Contact Name/Phone #/Email Address: Kelly Lapore@ubs.com
Title of Placement: CFO Private Wealth Managment
Date of Placement: 11/2010

Placement #2

Client Business Name: Pitney Bowes
Client Address (City & State): Stamford, Ct.
Client Contact Name/Phone #/Email Address: Mathew Biordino@pb.com
Title of Placement: Director of Audit
Date of Placement: 10/09

Placement #3

Client Business Name: UBS Bank
Client Address (City & State): Stamford, Ct.
Client Contact Name/Phone #/Email Address: Alison Mcglinicy@ubs.com
Title of Placement: Director of SEC Reporting
Date of Placement: 8/10

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: Finance/ Real Estate
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Cushman Wakefield
Client Address (City & State): NYC, NY
Client Contact Name/Phone #/Email Address: Eyal Karni@cushwake.com
Title of Placement: Senior Accountant
Date of Placement: 8/11

Placement #2

Client Business Name: Compass Group
Client Address (City & State): NYC, NY
Client Contact Name/Phone #/Email Address: Gerry Benares@compassnyc.com
Title of Placement: Assistant Controller
Date of Placement: 7/11

Placement #3

Client Business Name: Pitney Bowes
Client Address (City & State): NYC, NY
Client Contact Name/Phone #/Email Address: Mathew Biordino@pb.com
Title of Placement: Staff Auditor
Date of Placement: 8/11

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Peak Accounting Group, Inc.
Specialists in professional staffing
25 West 31st Street, 7th^h Floor
212-947-7600 Telefax 212-947-6780



Section E - Management Approach

Peak Accounting Group has developed an integrated team approach to servicing clients. Our Relationship Managers are trained and equipped to provide permanent and supplemental financial professionals to a wide range of clients:

From the start of each project, Peak's Relationship Managers work closely with a client to develop a comprehensive Needs Analysis that takes into account every element of an assignment.

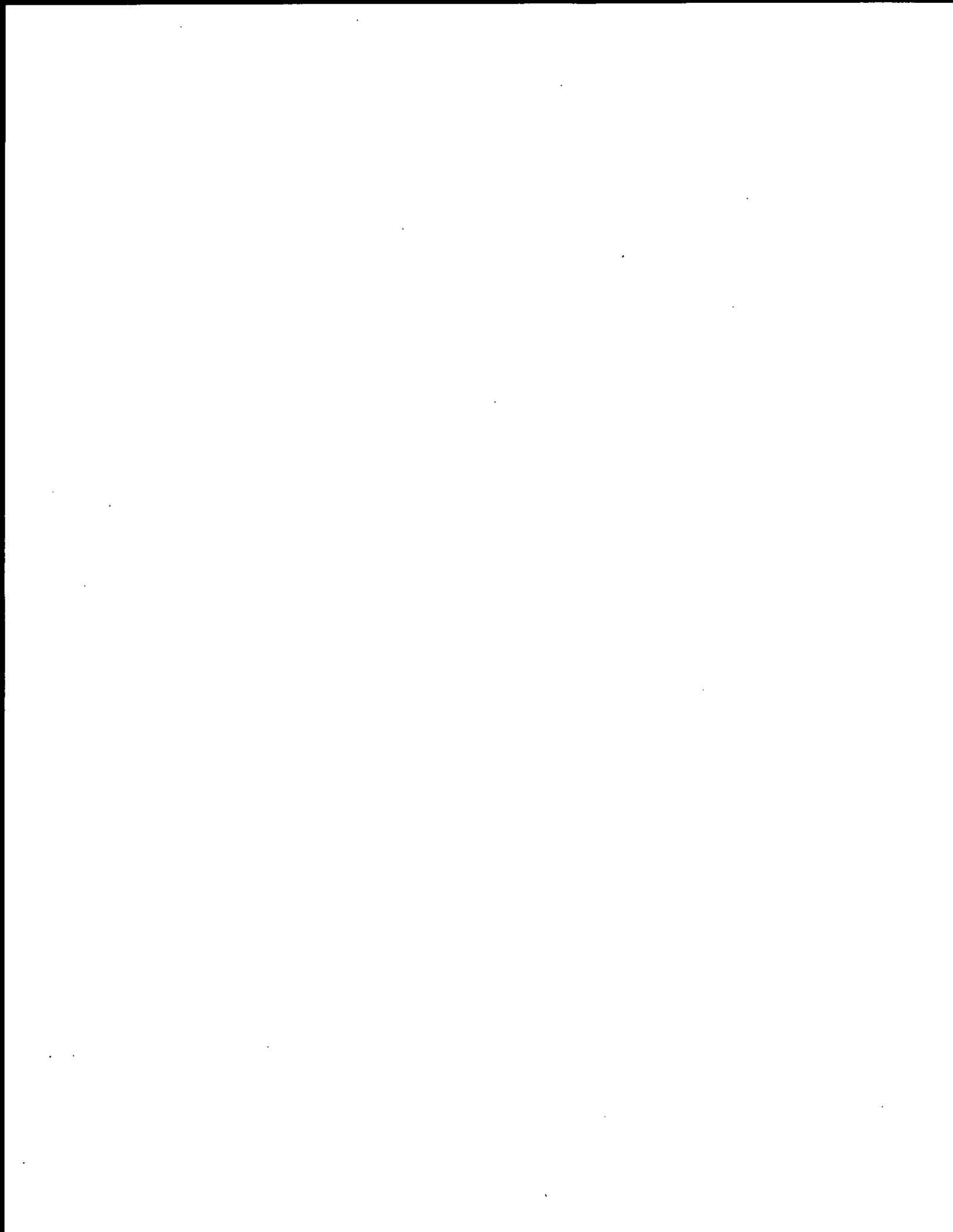
The in-depth understanding that Relationship Managers acquire as a result of this process enables them to find not only the candidate who best fits the position, but also the candidate who best fits the client. Peak's Relationship Managers determine which of the qualified and competent candidates possess all the necessary qualities required to make them suitable for the unique characteristics, culture and demands of a position.

Methods and tools used to determine the qualifications of our supplemental staff include: Personal Interviews, Reference Checks, Background Checks (Criminal and Credit), and Employment and Citizenship verifications. Qualified candidates are reviewed by management prior to referral for quality assurance. Management reviews performance with regard to the contract and takes personal responsibility for completion of each assignment. This approach results in a referral-to-hire ratio that is lower than industry averages, and it provides Peak's clients with high quality, cost-effective staffing services.

Peak's staff is supported by a comprehensive, dedicated in-house research department that maintains a sophisticated database comprised of thousands of candidate histories. The research department works closely with each of the Relationship Managers to develop strategies that efficiently identify candidates, some of whom may be unavailable through other sources.

The advanced faculties of the research department, including sophisticated internet "ecruitment" capability, enable it to excel when given unusually challenging search assignments.

All employment practices, including: recruitment, hiring, compensation, benefits, promotions, transfers, and termination, are free of discrimination because of age, race, color, creed, sex, national origin, physical disability, marital status, sexual orientation or citizenship status. All employees are expected to comply with this policy in spirit and in practice.

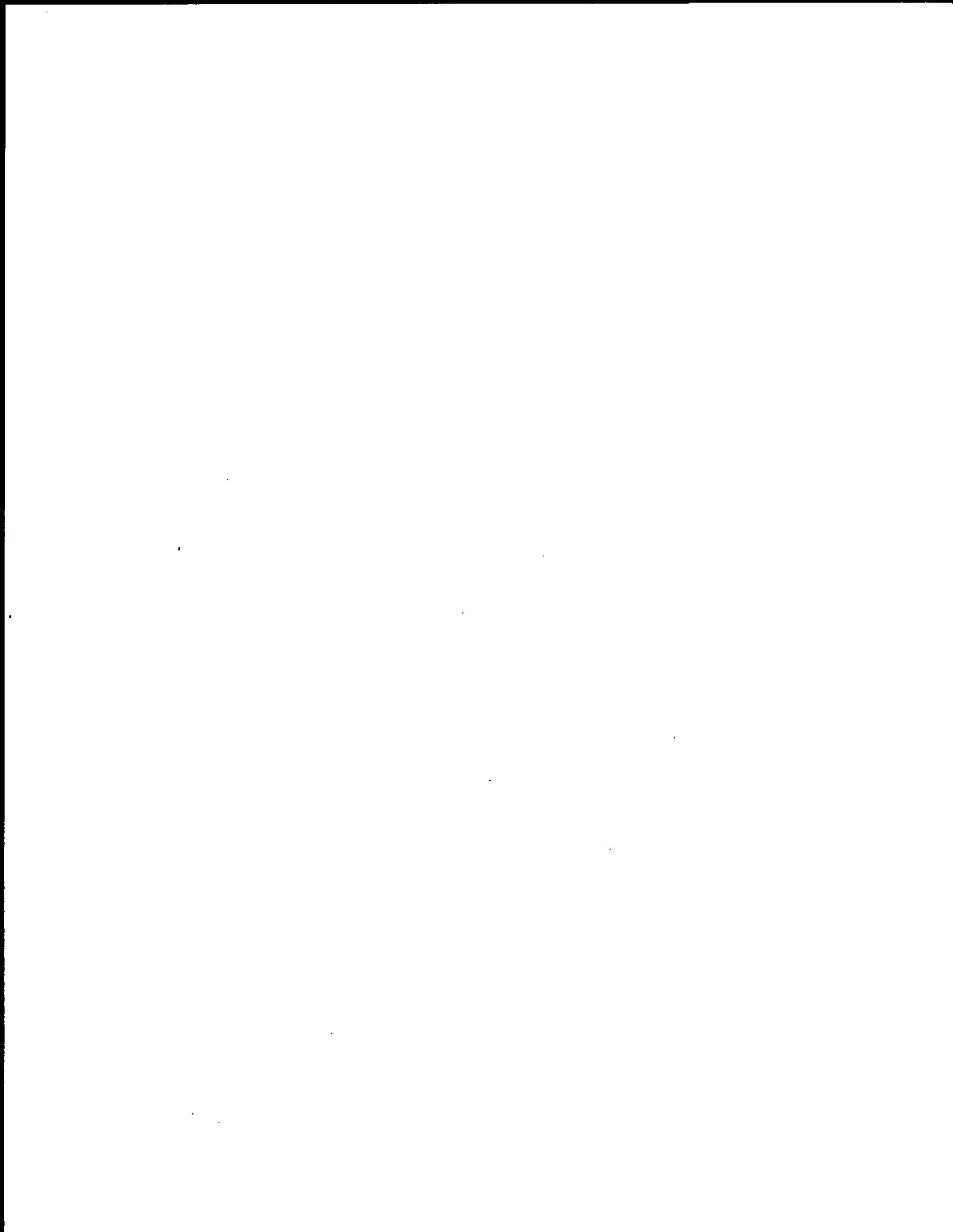


Peak Accounting Group, Inc.
Specialists in professional staffing
25 West 31st Street, 7th Floor
212-947-7600 Telefax 212-947-6780



Section F – Technical Approach

We here at the Peak Accounting group have a multi-tiered approach to candidate recruiting. Every candidate will go through a detailed interview process before being presented to you for an open role. Step one includes a detailed phone interview where they will get a detailed screening about their background and career path. That is followed by an in person meeting with one of our recruiters followed by a meeting with a member of our management team. The candidate will be asked detailed interview and behavioral question designed to make sure they are the right fit for your organization not only skill wise but culture wise. Only after that process is complete will the candidate be presented to you for an interview. This allows you to be comfortable enough to judge the candidate for their skills, knowing that a lot of the guess work we have already removed out of the equation. We also have the ability to provide any background checks and testing that certain roles may require.



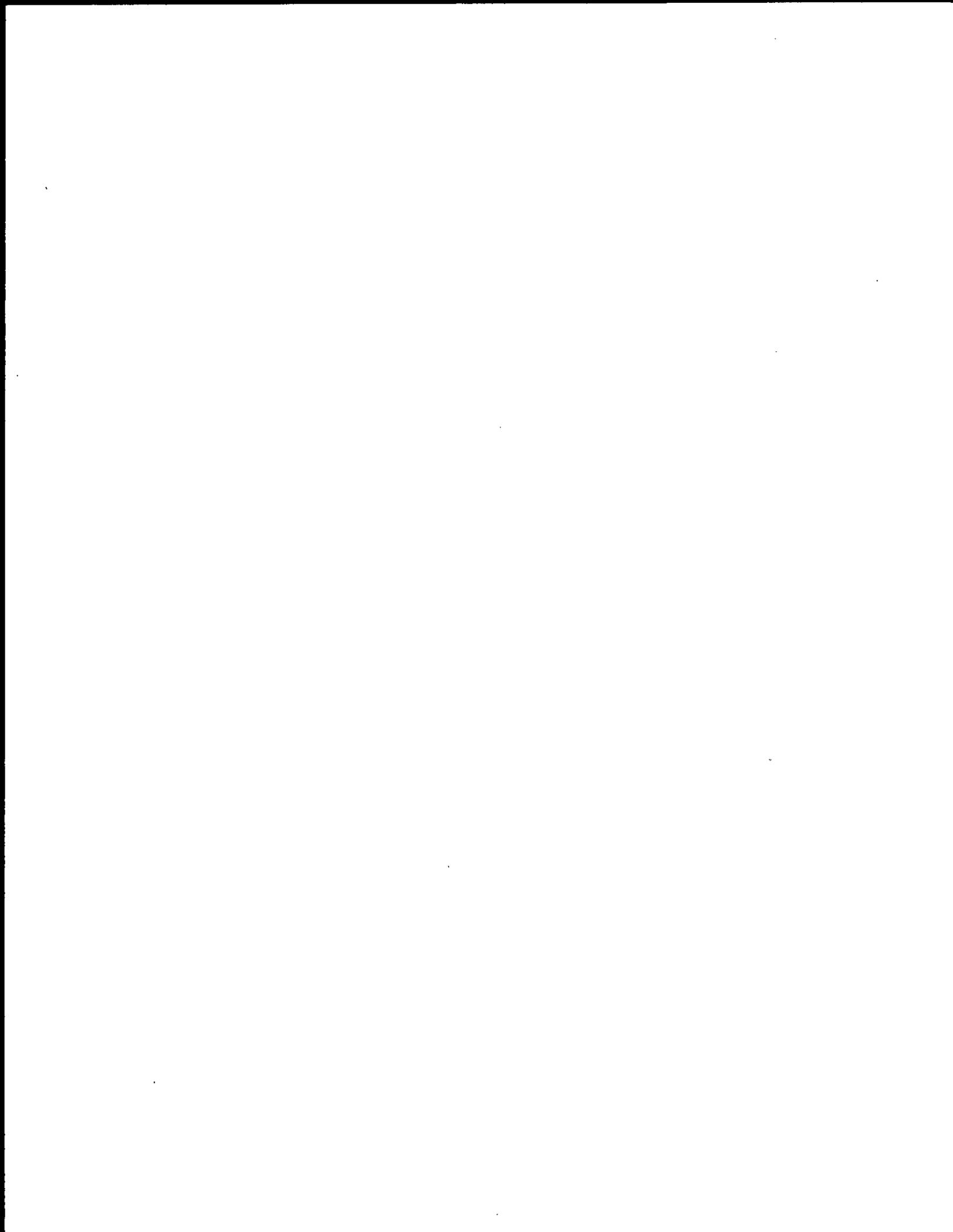
Peak Accounting Group- RFP # 25881

Peak Accounting Group, Inc.
Specialists in professional staffing
25 West 31st Street, 12th Floor
212-947-7600 Telefax 212-947-6780



Detailed Cost information -Section – G

Peak will charge a fee equal to 25% of the selected candidates' annual salary. Peak also understands and agrees that payments made to the selected firm(s) will be made in accordance with the terms indicated in 8A of the Standard Agreement.



Peak Accounting Group, Inc.
Specialists in professional staffing
25 West 31st Street, 7th Floor
212-947-7600 Telefax 212-947-6780



Section H - Affiliates

The Peak Organization
25 West 31st Street
New York, NY 10001
EIN: 13-3826466

Peak Law, Inc.
25 West 31st Street
New York, NY 10001
EIN: 13-3982575

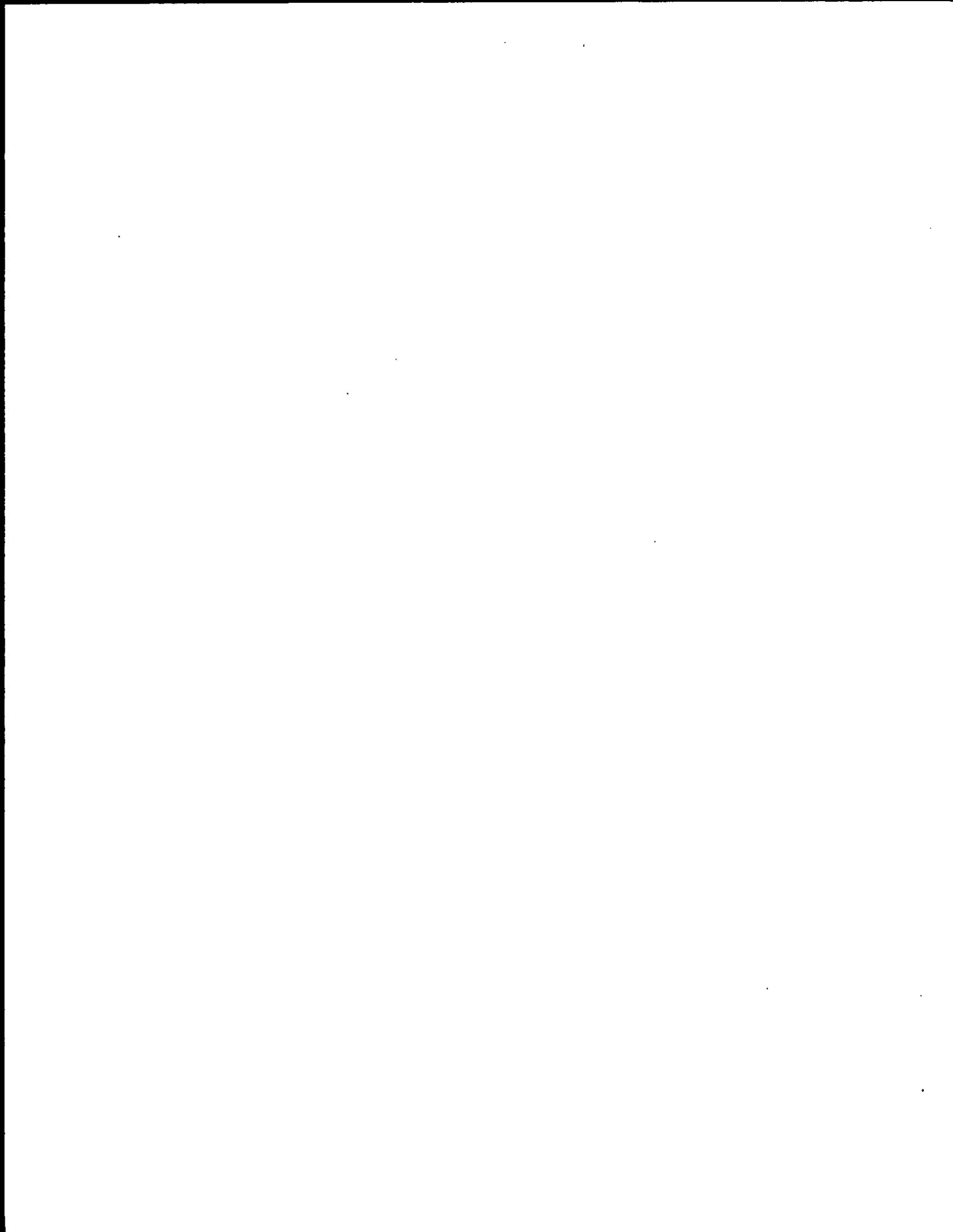
Peak Tax, Inc.
25 West 31st Street
New York, NY 10001
EIN: 13-4093183

Peak Systems, Inc.
25 West 31st Street
New York, NY 10001
EIN: 13-4043130

Peak Counsel, Inc.
25 West 31st Street
New York, NY 10001
EIN: 13-3982574

Peak Audit, Inc.
25 West 31st Street
New York, NY 10001
EIN: 30-0067135

Peak Adcomm, Inc.
25 West 31st Street
New York, NY 10001
EIN: 20-2033319





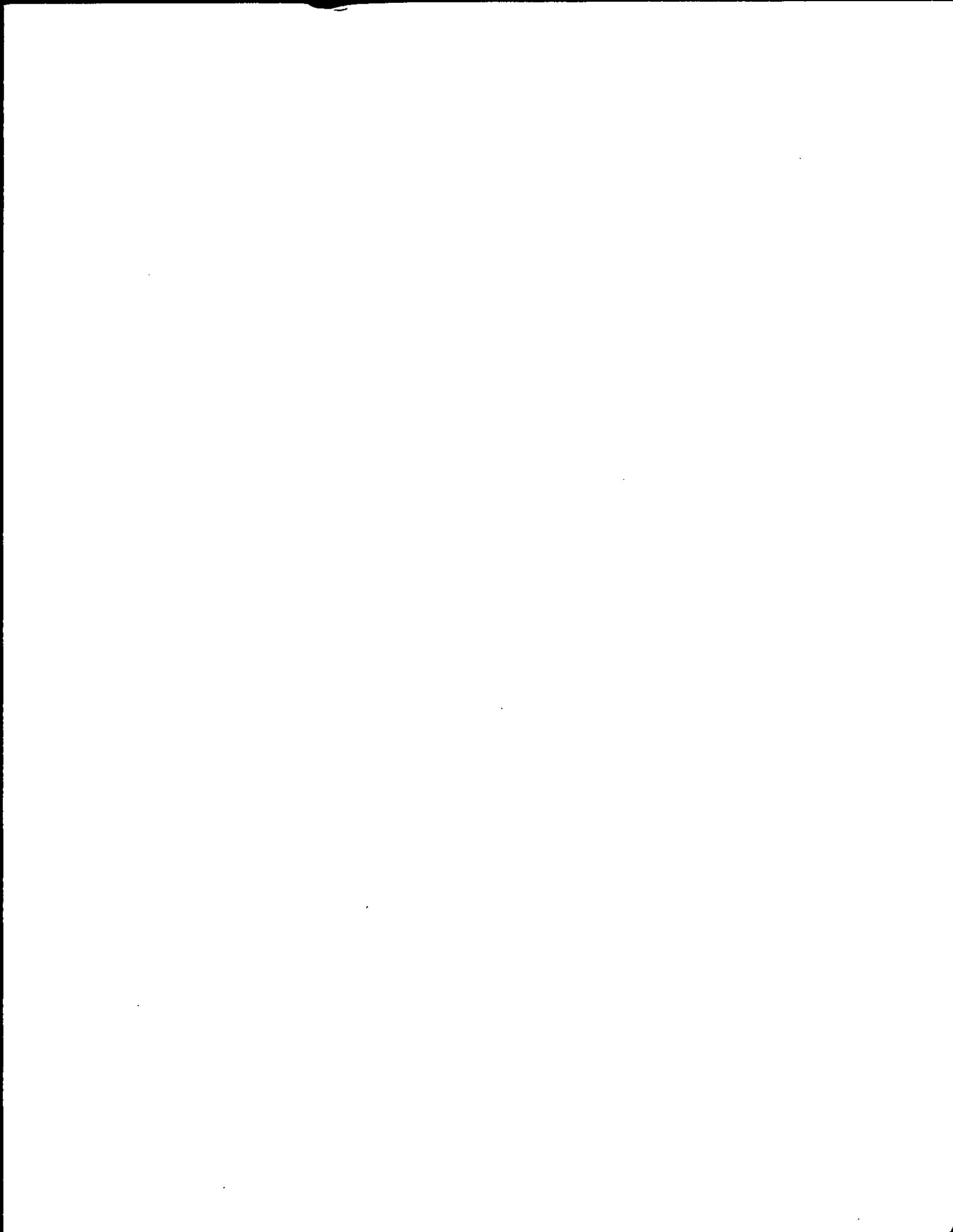
The Source for High Impact Talent

RFP Number 25881

REQUEST FOR PROPOSALS FOR PERFORMANCE OF
EXPERT RECRUITMENT SERVICES FOR EXECUTIVE
AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011 – 2015

Submitted By:
Antonio Proto
Vice-President
Synergistic Systems, Inc. (dba SynergisticIT)
aproto@synergistic-it.com

Date: September 21, 2011





SynergisticIT

The Source for High Impact Talent

Requirement A

Attachment B

Agreement on Terms of Discussion

ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

SYNERGISTIC SYSTEMS INC. (BBA SYNERGISTIC IT)
(Company)

A.G. V.P.
(Signature)

VICE PRESIDENT
(Title)

9/16/2011
(Date)



Requirement B

Attachment C Company Profile

ATTACHMENT C
COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT
SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A
"CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name (print or type):
SYNERGISTIC SYSTEMS, INC. (DBA SYNERGISTIC IT)
2. Business Address (to receive mail for this RFP):
33 WOOD AVENUE SOUTH - SUITE 240
ISELIN, NJ 08830
3. Business Telephone Number: 732-379-4140
4. Business Fax Number: 732-379-4143
5. Firm website: WWW.SYNERGISTIC-IT.COM
6. Federal Employer Identification Number (EIN): Ex. 1
7. Date (MM/DD/YYYY) Firm was Established: 04/02/1992
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
N/A
9. Officer or Principal of Firm and Title:
ANTONIO PROTO - VICE PRESIDENT
10. Name, telephone number, and email address of contact for questions:
ANTONIO PROTO
732-379-4137 / APROTO@SYNERGISTIC-IT.COM
11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? Yes No

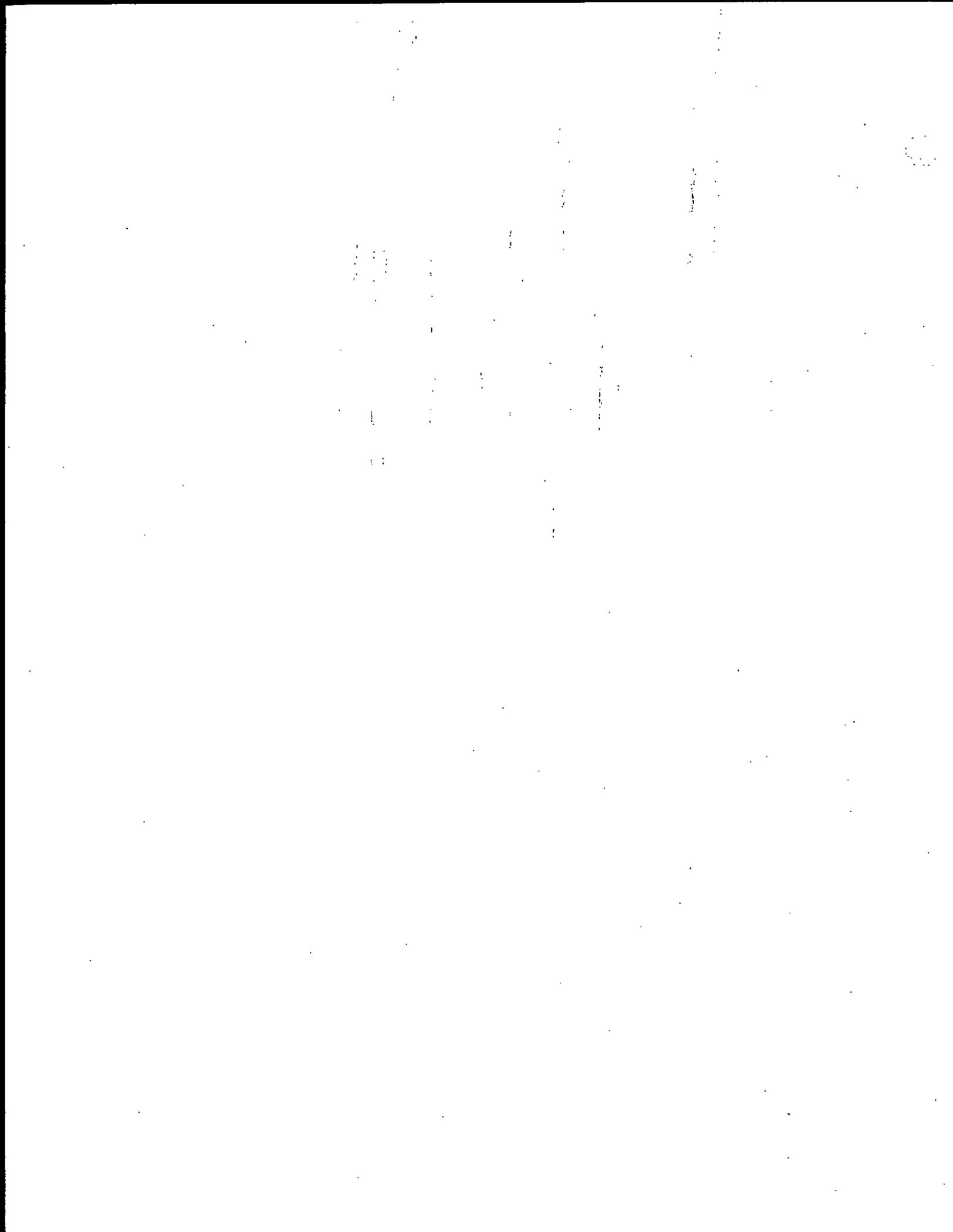
If yes, please attach **Port Authority** certification as a part of this profile.

If your firm is a DBE not currently certified by the Authority, see the Authority's web site - <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.



Requirement C

Attachment D Category Summary



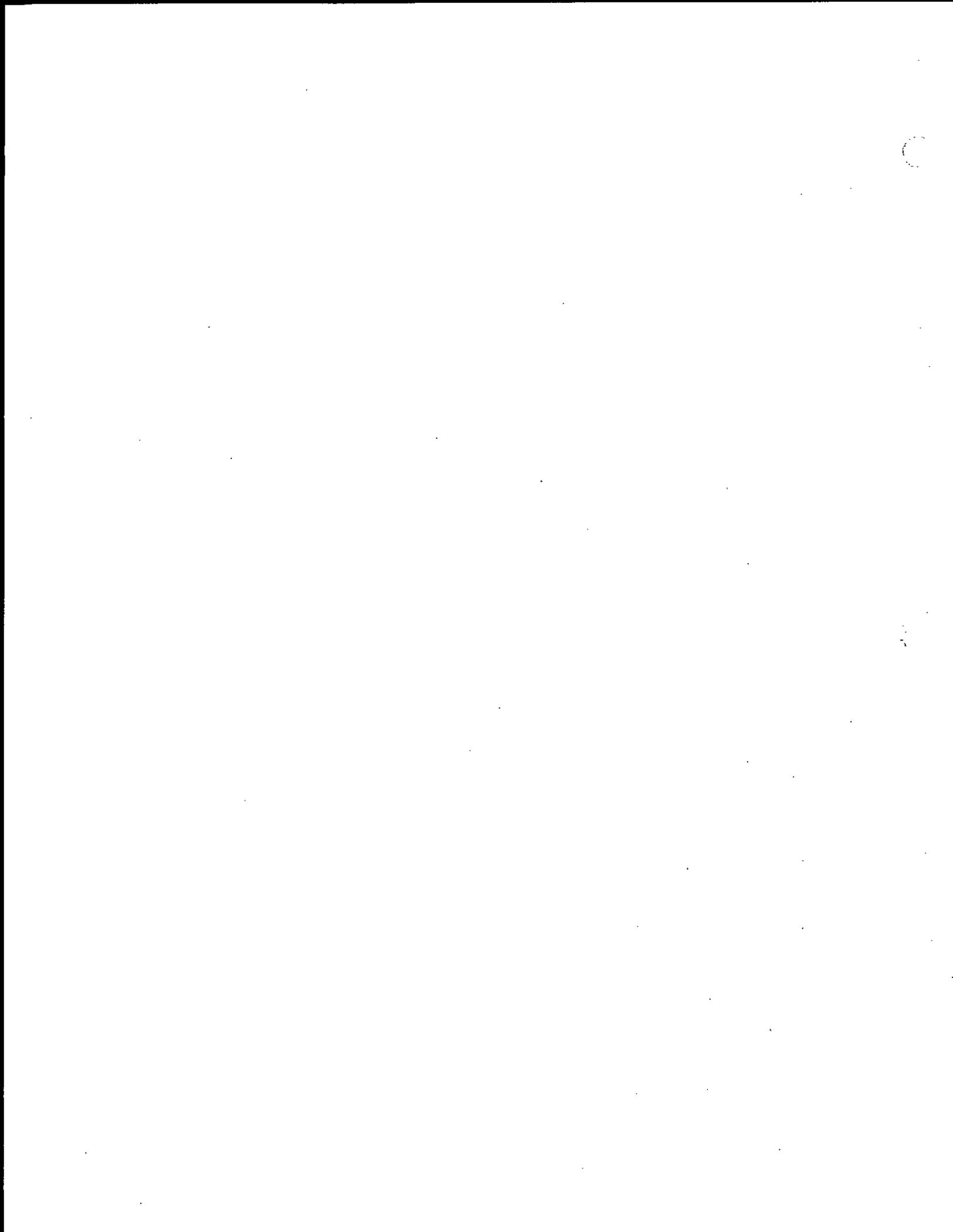
ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 - Engineering/Architecture		
2 - Construction/Project Management		
3 - Finance/Real Estate		
4 - Environment/Energy		
JA X Information Technology		X
5 - Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)		
6 - Security/Public Safety		
7 - Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)		
8 - Diversity (including Military/Veterans)		



C.1 – Qualifications and Experience of Staff

Name: Carlos Pinzon

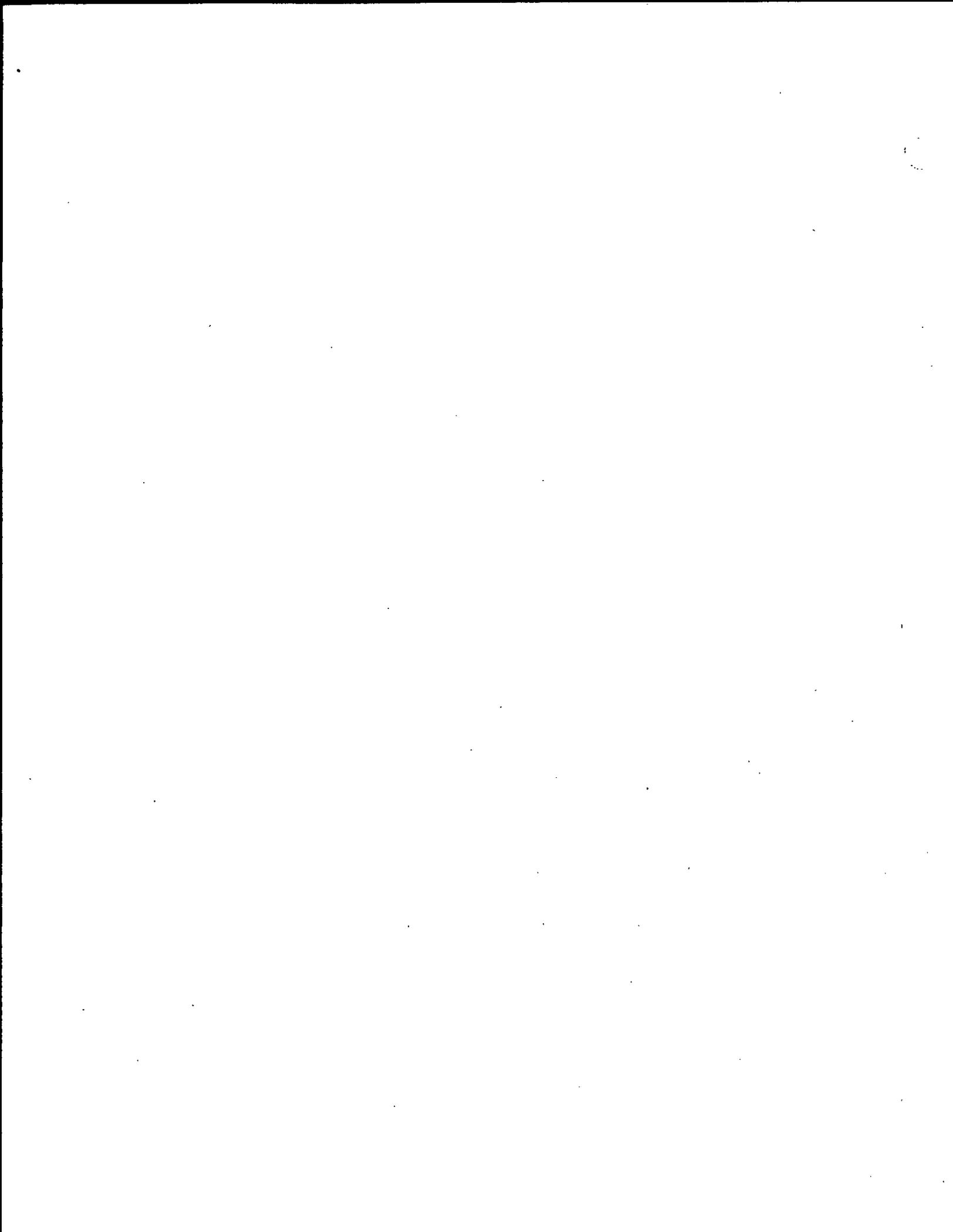
Title: President

Name: Antonio Proto

Title: Vice President

Name: Lizbeth Valentin

Title: Recruiting Administrator





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ANTONIO PROTO

Mr. Proto is a senior level IT professional with over 25 years of project life cycle experience. Currently he is also the Vice-President of Synergistic Systems Inc. (dba SynergisticIT), an IT staffing and consulting company.

His experience includes requirement analysis, systems design, programming and testing. Business applications background includes customer service, brokerage, mutual funds, life/property/casualty insurance, credit card processing, workflow, fulfillment processing, and claims processing. Extensive systems integration experience coupled with an in-depth knowledge of various platforms and operating systems. He also possesses excellent communication and analytical skills.

Hardware	PC's, AS/400, IBM Mainframe
Software	Crystal Reports, ODBC, Oracle, NetWare, MS Access, MS Word, MS Excel, MS Project, EasyCase, OS/400, Client Access/400, MVS, TSO/ISPF, DB2, AOC/MVS, NetView, VM/CMS, DISOSS, DOS/VSE, Resource Object Database Manager (RODM)
Operating Systems	Windows NT, Windows 2000, Windows95, OS/2 Warp, DOS, OS/400, MVS/ESA, MVS/XA, VM/CMS
Communications Packages/ Protocols	APPC, EHLLAPI, RPC, HTTP, TCP/IP, DDE, OS/2 Communications Manager
Application Packages	Endevor, PVCS, RUMBA, Visio, Netware, ISPF Dialog Manager
Languages	ESL/Win, ESL/JOS2, Visual Basic, Visual Basic for Applications, Cobol, HTML, SQL, Oracle ProC, C, PL/1, CSP, PL/S, PL/AS, REXX
Architectures	SNA (APPC/LU6.2), DRDA, SNADS, RFT-DCA, FFT-DCA

SUMMARY OF EXPERIENCE

Synergistic Systems Inc., Iselin, NJ

March 1992 to Present

In his role as Vice-President of Synergistic Systems, Mr. Proto is responsible for the financial management of the company. This includes budgeting, fiscal-year planning, regulatory compliance, payroll processing, pension processing, corporate insurance, accounts receivable and accounts payable.

In his role as a consultant for Synergistic Systems, Mr. Proto has worked on the following projects:

CSFBdirect, Jersey City, NJ

April 1996 to May 2006

Investor Services Call Center Application

- Project Manager for the design and development of all enhancements to the Investor Services Customer Service application. This ESL application uses both APPC and HLLAPI to allow the Investor Services Representative to execute real-time equity and option trades, mutual fund purchase and redemption, and account maintenance activities.
- Team leader on the conversion of the Investor Services Customer Service ESL application from an OS/2 environment (using Communications Manager's APPC engine) to a WindowsNT environment (using RUMBA's APPC engine).

IPO Center

- Team Leader in the development of a Visual Basic HLLAPI application (using VB 5.0 and RUMBA's ObjectX 3270 Control) to process large volumes of order entry transactions for CSFBdirect's IPO Center.

Investment Research Center

- Assisted in the design of the Pershing Investment Research Services WEB site (WWW.PIRS.COM) that provides stock market research reports in PDF format to registered users.
- Assisted in the development of a VB 4.0 working prototype that allowed professional traders to manage account and market activity for multiple portfolios.

TIAA-CREF, New York, NY

January 2000 to December 2000

First USA, Wilmington, DE

June 1999 to July 2000

Risk Enterprise Management, New York, NY

November 1994 to April 1996

Chase Manhattan Bank, Brooklyn, NY

January 1993 to November 1994

Home Insurance, New York, NY

January 1992 to December 1992

General Electric Consulting Services, New York, NY

November 1991 to January 1992

Computer People Inc., New York, NY

November 1986 to November 1991

Port Authority of NY & NJ, New York, NY

September 1983 to November 1986

EDUCATION

New York University College of Business and Public Administration
B.S. in Computer Applications and Information Systems
June 1983



The Source for High Impact Talent

CARLOS E. PINZON

One of the original owners and founders of Synergistic Systems. Carlos Pinzon, CEO and President of Synergistic Systems, is an IT veteran of 27 years. For the first 10 years of his career, he was as a systems software development consultant to IBM where he honed his exceptional technical and people management skills. Carlos Pinzon has a wealth of IT knowledge, from project management to programming, having worked as a senior project management consultant to companies such as General Motors Asset Management, TIAA-CREF, Pershing/Bank of New York and First USA/Bank One.

As President and CEO of Synergistic Systems, provides leadership, mentoring and oversight to Synergistic Systems staff. Since 1992 Synergistic Systems has been a premier provider of Information Technology consulting resources and full time employees to Financial Services companies, Insurance companies and government agencies.

Proficiencies

Operating Environments:	Windows 95/2000/NT/XP, AS/400, IBM Mainframes, Sun Solaris, OS2
Enterprise Software	Siebel Call Center, Siebel eFinance, SAP R/3
RDBMS	Oracle 7.x – 8.x, DB2 (AS400, Windows and mainframe), MS SQL Server, ODBC, JDBC
Other Software:	MS Crystal Reports, MS Office, MS-Project, Dimensions (PVCS)
Application Servers/ Middleware	BEA WebLogic, SUN NetDynamics, SUN iPlanet, IBM DCE/Encina, Software AG Entire/X, MS Biztalk
Communications / Data Protocols	TCP/IP, IBM MQ/Series, FTP (SSL), JMS, RPC, HTTP, TCP/IP, COM, DCOM, SNA(APPC), EHLLAPI
Tools	XML Spy, Oracle SQL Plus, MS Access
Application Packages	ZANTAZ, AWD – Automated Workflow Distributor, FISERV ID3 Life Insurance Administration System, NaviSys Illustration Suite, Sungard Illustrator, InSystems-Calligo Document Management
Languages:	Java, Visual Basic, Easel, Cobol, MicroFocus Cobol, HTML, SQL, Oracle ProC, C++, PL/1, CSP, PLAS, CICS Command Level, REXX
Architectures:	XML, DRDA, DDE, SNADS, RFT-DCA, FFT-DCA

Professional Experience

Synergistic Systems Inc., Iselin, NJ - 1992 to Present

In his role as a consultant for Synergistic Systems, Mr. Pinzon has worked on the following projects:

General Motors Asset Management (GMAM), New York

June 2004 to January 2007

GMAM is a General Motors subsidiary that manages GM's corporate pension fund and the pension funds of other large companies. Functioned as project manager for several GMAM initiatives. Worked with senior IT and business leadership to develop and update GMAM's Information Security Policies and Practices, Incident Response Plan and Business Continuity Plans. Performed a Risk Analysis covering all GMAM business applications, server hardware and network hardware as required by the OCC. Project Manager for the SAP Migration project. Migrated the SAP system from GMAM's New York data center to IBM data centers in Raleigh, North Carolina (primary) and Atlanta, Georgia (secondary). Project Manager for GMAM's Email Retention project. Managed the installation of Zantaz email capture software and integration with the ZANTAZ off-site hosting infrastructure.

TIAA-CREF, New York

January 2000 to 2004

Siebel to Navisys Front Office Application Integration – Project Manager on a TIAA-CREF's project to replace its various disparate illustration systems with the NaviSys next-generation Front Office application to provide a single source for all Life Insurance product application and illustration information regardless of channel (Call Center, Internet or Administration Systems).

Siebel to Corporate Workflow System Implementation - Project Manager on TIAA-CREF's first major enhancement to the Siebel Call Center application.

New Siebel Call Center Implementation - Project Manager on a project to replace TIAA-CREF's Call Center client server application with the thin-client Siebel Call Center application. Managed requirements gathering and the overall design to integrate the Siebel Call Center with 10 different web-based and desktop applications. Project was successfully completed on time and within budget.

New TIAA Universal Life and VUL Product - Project Manager on a project to integrate a telephone center client server application with the NaviSys IPS Illustration product. The success of the application allowed TIAA to enter the Advanced Markets product area.

New TIAA Long Term Care Product – Project Manager on TIAA-CREF's initial use of SUN's NetDynamics JAVA Application Server product. Application allowed TIAA to expand its LTC product line. Responsible for architecting the interface between a client server application and a browser based Long Term Care Illustration application running under NetDynamics.

First USA, Wilmington, DE

June 1999 to February 2001

TIAA-CREF, New York, NY

September 1996 to May 1999

DLJ Direct On-line Brokers, Jersey City, NJ

September 1995 to June 1996

TIAA-CREF, New York, NY

November 1992 to September 1995

Computer People Inc, New York, NY

1981 to 1991

CBS Inc., New York, NY

1979 to 1981

EDUCATION

St. John's University, Jamaica, New York / B.S., Computer Science, 1975-1979.



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Lizbeth Valentin

EXPERIENCE

Synergistic Systems, Inc, Iselin, NJ
Recruiting Administrator

1/2011-Present

- Handle all initial candidate screening and interviews.
- Administer corporate candidate on-boarding process, which includes background checks and drug screening
- Responsible for processing semi-monthly payroll
- Handle invoicing, accounts receivables, employee benefits

Advantage Personnel, Cranford, NJ
(C & S Wholesale, Avenel, NJ)
Employment Specialist

5/2010-9/2010

- Recruit, screen and interview qualified applicants for hourly positions.
- Conduct a group presentation to all prospective candidates providing company information.
- Data entry into iCims and Lawson systems.
- Verify I-9 Forms and all necessary on-boarding forms such as W-4 forms, EEO forms, etc.
- Conduct physical ability and drug tests on site

Leveraged Technology, Woodbridge, NJ
Staffing Specialist

3/2007-12/2008

- Responsible for full life cycle of recruiting in the IT field, mainly placing helpdesk analysts, desktop support analysts and system administrators.
- Utilize multiple sources to identify potential candidates, including referrals, college recruitment, job fairs, Internet (Search Engines & Online Postings) and cold-calling.
- Negotiate salaries and hourly rates for both permanent and contract placements.
- Schedule and conduct phone and in person interviews.
- Responsible for completing reference and background checks for all new hires.
- Work closely with account manager and other recruiter to meet targeted goals.
- Conduct new hire orientation and set training expectations as well as inform of benefits and payroll guidelines.

Ciber, Inc., Edison, NJ
Technical Recruiter

2004-2006

- Multitasking skills with respects to performing office administration functions for day-to-day operation.
- Responsible for adding and tracking candidates through database.
- Responsible for all job posting and sourcing through company database and various sites, i.e. Monster, Dice, HotJobs.
- Scheduled all pre-screening, technical interviews and testing to evaluate technical competency and skill sets.
- Perform telephone interviews with candidates to evaluate skills and knowledge for current job opportunities.
- Perform all reference checking and employment verifications.
- Close candidates on salary/hourly rates prior to interviewing with client.

Concentra Integrated Serv., Woodbridge, NJ
Legal Administrative Assistant

2004

- Prepared files for litigation to include EOB's, physician reports, payment statements among other several documents.
- Submit invoices for payments.
- Communicate with attorneys to request any missing documents such as arbitration awards or demands.
- Assist consultants in completing requests given by attorneys.
- Also, faxing, copying, filing, data entry and answer phones.

Parsons Infrastructure, Somerset, NJ
Sr. Administrative Assistant

2001-2002

- Perform Administrative duties in an efficient and timely manner.
- Supported an engineering group of 15 persons.
- Prepared various spreadsheets, charts, letters, etc. for many different projects.
- Maintained filing system updated.

C&L Contracting Bridgewater, NJ
Administrative Assistant

1999-2001

- Assistant to the CEO of the company.
- Responsible for confidential correspondences, scheduling appointments, arranging travel plans, answering phones, distributing mail and maintain all office inventory.
- Coordinated and maintained a number filing system current.

EDUCATION

Katharine Gibbs School, Piscataway, NJ – 1998
Corporate Business Program



The Source for High Impact Talent

Requirement D

Attachment F

Mid-Level Search Placements

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 5A - INFORMATION TECHNOLOGY
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: JPMORGAN CHASE
Client Address (City & State): JERSEY CITY, NJ
Client Contact Name/Phone #/Email Address: THOMAS GORDON / 201.595.1794 / THOMAS.M.GORDON@JPMCHASE.COM
Title of Placement: BUSINESS ANALYST / PROJECT MANAGER
Date of Placement: 09/01/2011

Placement #2

Client Business Name: GENERAL MOTORS ASSET MANAGEMENT
Client Address (City & State): NEW YORK, NY
Client Contact Name/Phone #/Email Address: HENRY LIEDTKA / 212.418.6368 / HENRY.LIEDTKA@GM.COM
Title of Placement: BUSINESS ANALYST / PROJECT MANAGER
Date of Placement: 09/19/2011

Placement #3

Client Business Name: Queue Associates
Client Address (City & State): NEW YORK, NY
Client Contact Name/Phone #/Email Address: Jeffrey Goldstein / 212-269.1313 / jgoldstein@queueassoc.ca
Title of Placement: .Net Developer
Date of Placement: 8/15/11

Placement #4

Client Business Name: General Motors Asset Management
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Henry Liedtka / 212.418.6368 / Henry.Liedtka@GM.COM
Title of Placement: Excel/VBA/Access Developer
Date of Placement: 7/5/11

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: SA - INFORMATION TECHNOLOGY
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: TIAA-CREF
Client Address (City & State): Charlotte, NC
Client Contact Name/Phone #/Email Address: Robert Colonna/704.988.1669/rcolonna@tiaa-cref.org
Title of Placement: Business Analyst
Date of Placement: 6/21/11

Placement #2

Client Business Name: Teachers Retirement System
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Carmela Crivelli/212.612.5425/ccrivelli@trs.nyc.ny.us
Title of Placement: Telecom Associate
Date of Placement: 3/28/11

Placement #3

Client Business Name: TIAA-CREF
Client Address (City & State): Charlotte, NC
Client Contact Name/Phone #/Email Address: Robert Colonna/704.988.1669/rcolonna@tiaa-cref.org
Title of Placement: Data Integrity Analyst
Date of Placement: 2/22/11

Placement #4

Client Business Name: Teachers Retirement System
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Carmela Crivelli/212.612.5425/ccrivelli@trs.nyc.ny.us
Title of Placement: AS400 Developer
Date of Placement: 2/7/11

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: 5A - INFORMATION TECHNOLOGY
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: Citibank
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Susanne Bromfield / 212-657-5704 / Susanne.m.bromfield@Citi.com
Title of Placement: Budget Analyst
Date of Placement: 1/18/11

Placement #2

Client Business Name: Morgan Stanley
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Christopher Marshall / 212-276-3227 / Christopher.Marshall@morganstanley.com
Title of Placement: Data Analyst
Date of Placement: 1/4/11

Placement #3

Client Business Name: JPMChase
Client Address (City & State): Jersey City, NJ
Client Contact Name/Phone #/Email Address: Steve Odierna / 212-552-1639 / Steven.Odierna@jpmorgan.com
Title of Placement: Business Analyst
Date of Placement: 8/23/10

Placement #4

Client Business Name: Teachers Retirement System
Client Address (City & State): New York, NY
Client Contact Name/Phone #/Email Address: Carmela Crivelli / 212-612-5425 / ccrivelli@trs.nyc.ny.us
Title of Placement: Lotus Domino Administrator
Date of Placement: 8/23/10

ATTACHMENT F

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
MID-LEVEL PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three mid-level search placements completed in the past 12 months for each category(ies) for which you are proposing. Use additional sheets as needed.

CATEGORY NUMBER & TITLE: SA - INFORMATION TECHNOLOGY
<INSERT CATEGORY NUMBER & TITLE FROM ATT. D>

Placement #1

Client Business Name: TIAA-CREF
Client Address (City & State): Charlotte, NC
Client Contact Name/Phone #/Email Address: Robert Colonna / 704.988.1449 / rcolonna@tiaa-cref.org
Title of Placement: Actuary Consultant
Date of Placement: 8/2/10

Placement #2

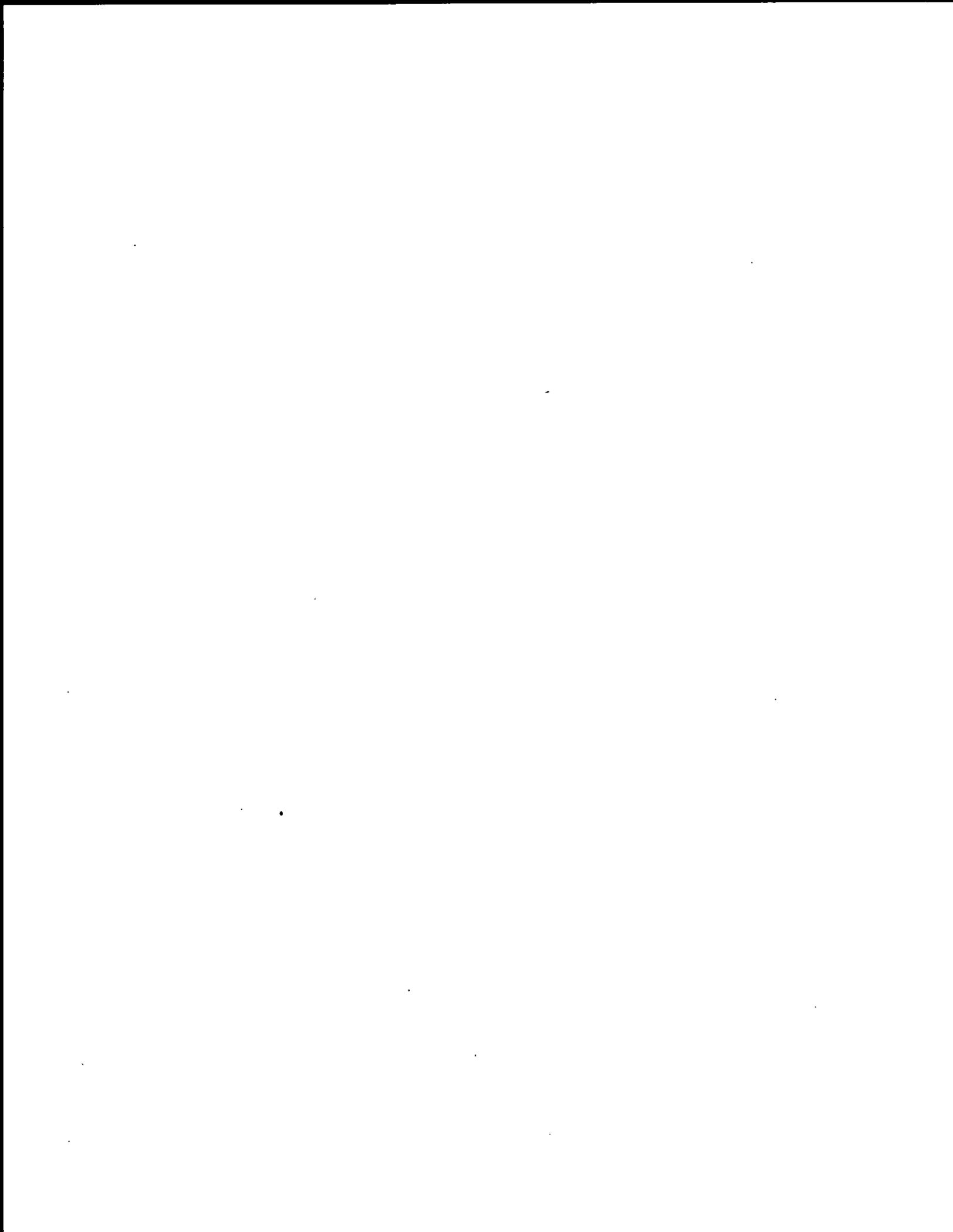
Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #3

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____

Placement #4

Client Business Name: _____
Client Address (City & State): _____
Client Contact Name/Phone #/Email Address: _____
Title of Placement: _____
Date of Placement: _____





Requirement E

Proposed Management Approach



The Source for High Impact Talent

Proposed Management Approach

Our Process - Finding and Retaining High Impact Talent

SynergisticIT adheres to a strict set of recruiting standards. We recognize that the people we provide to our clients have a direct bearing on our well-earned outstanding reputation.

We are able to find qualified candidates quickly through many years of networking and relationship building, proactive Internet mining and constant refining of our personnel resource database.

When expertise is required that cannot be satisfied with our internal staff, SynergisticIT will

- search our proprietary database of over 7000 qualified candidates for a match. These are not just names in a database. These are relationships built over the last 15 years
- reach out to our staff and industry associates for referrals
- make use of both large and niche-market job boards to search for qualified candidates.

Rigorous Screening

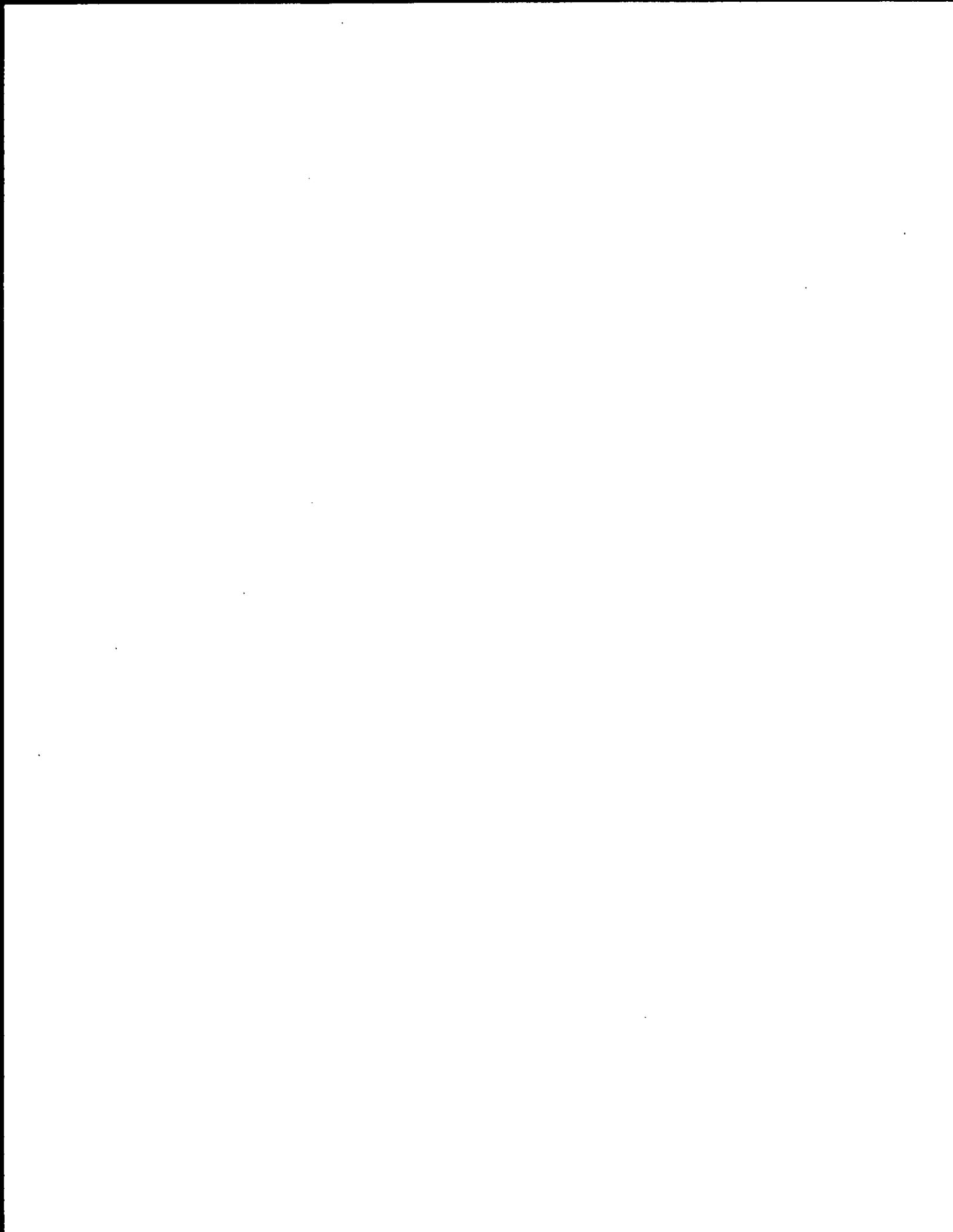
SynergisticIT's extensive experience allows us to identify the most qualified IT professionals available. Candidates are hired only after a rigorous set of interviews (face-to-face interviews whenever possible) with a subject matter expert and a member of the senior management team. A background check, a reference check and a substance abuse test are routinely performed. Our staffing methodology has proven extremely successful for our clients and we are confident it will be successful for your firm.

We Treat our Consultants with Respect

At SynergisticIT we recognize that superior people talent is the foundation of our company. As such, we treat our consultants with the respect they deserve by compensating them fairly and providing opportunities for them to learn and grow professionally. As a result, we have developed and retained a core set of consultants, many of whom have been with us for more than 10 years, who willingly assist us when specific subject matter expertise is required.

Being that our Management Approach and Technical Approach are intertwined so as to produce a coherent and sequential staffing process, we would ask that you refer to "Requirement F – Technical Approach" to gain an understanding of our Management Approach.

The Technical Approach lays out the step-by-step process that is used by our firm to ensure that submitted resumes are appropriate for the specified position.





The Source for High Impact Talent

Requirement F

Proposed Technical Approach



The Source for High Impact Talent

Proposed Technical Approach

Our overall goal is to identify a select few candidates that have been pre-screened and interviewed by our staff and present those select candidates to the Port Authority. We realize that simply passing resumes along to the Port Authority does not add any value. We strive to interview our top 10 candidates for any position and present the best 1 to 3 candidates to the Port Authority for submission.

In order to cull the best possible candidates for a Port Authority requirement, SynergisticIT employs the following staffing methodology:

1. Receive Port Authority Requirement

Once a requirement is received by our recruiting administrator, it is added to our Applicant Tracking System (ATS) as an open job and assigned to a recruiter.

2. Internally Review the Port Authority Requirement

The requirement is reviewed by the recruiter that was assigned to the position. The recruiter will then contact the Port Authority representative via permissible methods (email and/or phone) in order to clarify any questions regarding the requirement description. During that Port Authority communication, the recruiter will also discuss what qualities the Port Authority deems to be most important for a potential candidate to possess with regard to this position. Any updates or notes to the requirement that come out of the Port Authority discussion are added to our Applicant Tracking System.

3. Referrals

We will reach out to our active consultants, employees and industry associates (that we have worked directly with in the past) to make them aware of the requirement and ask them for any referrals.

4. Search ATS Database

We search our ATS database (of approximately 7500 candidates) to identify viable candidates. Viable candidate resumes are attached to the open job.

5. Post Requirement on Job Boards

The position description is posted to a subset of job boards and job sites. We make use of both large- and niche-market job boards and job sites to search for qualified candidates.

These job sites include, but are not limited to:

- Dice.com
- Indeed.com
- JustJobs.com
- JobCircle.com
- DiversityJobs.com
- Simply Hired

- LinkedIn
- CareerJet.com
- Jobs Online
- TechIT
- JobSpin.com
- CareerBliss.com
- Jobster

Position postings are refreshed on a weekly basis in order to ensure currently available candidates are viewing the posting.

6. **Resume Review**

Resumes attached to the open job from both our ATS and the job boards are reviewed on a daily basis by the recruiter to identify viable candidates.

7. **Initial Phone Contact**

Once a set of viable candidates is identified, phone contact is made by our recruiter to determine if a candidate is interested and available for the position.

- The position is described to the candidate to gauge his/her interest in the position
- We get an initial feel for the candidate's communication skills and enthusiasm
- For full-time positions, salary ranges, benefits, etc are discussed
- For contract positions, hourly rates are discussed
- U.S. work-authorization is discussed: US Citizen, Green Card holder, H1B, etc

8. **Phone Interview**

Based on the outcome of the initial phone contact, a phone interview is scheduled with the candidate.

- The position is discussed in more detail
- The candidates work history is discussed as it relates to the job description
- A subject matter expert (SME) is used to ascertain technical acumen in the required technologies / disciplines

9. **In-Person Interview**

Based on the outcome of the phone interview, an in-person interview is scheduled with the candidate and one of the principals of our firm.

- This is the venue where we can determine if the candidate will be a good fit from both a professional and personal standpoint
- Our knowledge of the Port Authority and their hiring managers is used to make sure that the candidate will "fit" into the specific group where they will be working
- We want to get a feel as to how the candidate will be able to manage others or themselves be managed by the Port Authority
- We look for the ability of the candidate to communicate effectively in both written and oral disciplines
- We ask that candidates bring samples of documentation they created first-hand to ascertain their writing ability and style

a. **Remote Interview**

When an in-person interview is not logistically possible, a remote interview is done via Skype in order to determine the candidate's fit for the position.

- The same criteria specified in the "In-Person" interview must be met if a "Remote Interview" is performed
- Sample documentation is still requested to be provided via email.

10. Determine if Candidate Warrants Submission

Based on the in-person interview, a determination is made as to whether the candidate will be submitted to the Port Authority. If so, the candidate's resume is submitted to the Port Authority via email.

11. Professional Reference Checks

Candidates are asked for 2 professional references. The candidate provided references are contacted to discuss whether the candidate would be a good fit for the Port Authority position. Past performance is also discussed with the reference.

12. Port Authority / Candidate Follow-Up

Within 3-4 days of the original submission of the candidate to the Port Authority, we will contact the Port Authority via email and/or phone to ask for feedback on the candidate's resume. We also reach out to the candidate to let them know that we are following up with the Port Authority for feedback.

13. Schedule Port Authority Interview

If the Port Authority is interested in interviewing the candidate, we work with the Port Authority and candidate to schedule the Port Authority interview (which may either be a phone or in-person interview at the Port Authority site).

14. Port Authority On-boarding

If the Port Authority determines that they would like to on-board our candidate, SynergisticIT will perform a background check and drug-screening through one of our 2 third-party vendors. Assistance with salary negotiation will also be provided to the Port Authority.



SynergisticIT

The Source for High Impact Talent

Requirement G

Detailed Cost Information Mid-Level Search



The Source for High Impact Talent

Mid-Level Search Detailed Cost Information

A. When the Port Authority hires a Candidate referred by SynergisticIT, the fee will be payable to SynergisticIT provided that the Port Authority did not receive the Candidate's resume from any other entity in the 6 months prior to SynergisticIT's submission. A fee is payable to SynergisticIT if the Candidate's resume was received from another entity or person more than 6 months prior to the SynergisticIT's submission.

B. If a Candidate referred to the Port Authority by SynergisticIT is hired by the Port Authority and the fee is due to SynergisticIT as described in Paragraph A above, the following fee schedule will apply:

SynergisticIT's fee will be 18% of the annual base salary payable at the completion of ninety (90) calendar days of service by the hired Candidate.

Annual base salary is defined as the salary specified in the Port Authority's offer letter to the Candidate.

C. In the event the employment relationship with the hired Candidate is terminated by the Port Authority within the first ninety (90) calendar days following the commencement of employment, for any reason, other than the Port Authority's decision to eliminate the position, no fee will be due to SynergisticIT.



The Source for High Impact Talent

Requirement H

Firm Affiliates



The Source for High Impact Talent

Firm Affiliates

Synergistic Systems Inc. (dba SynergisticIT) has no affiliates.



The Source for High Impact Talent

Requirement I

Proposer Conflict of Interest



The Source for High **I**mpact **T**alent

Conflict of Interest

Synergistic Systems Inc. (dba SynergisticIT) and its employees do not have any conflict of interest in providing this mid-level staffing service to the Port Authority.



The Source for High Impact Talent

Requirement J

Standard Agreement Exceptions



The Source for High **I**mpact **T**alent

Standard Agreement Exceptions

Synergistic Systems Inc. (dba SynergisticIT) does not have any exceptions with the Port Authority's Standard Agreement.

Port Authority of New York and New Jersey

RFP Number 25881

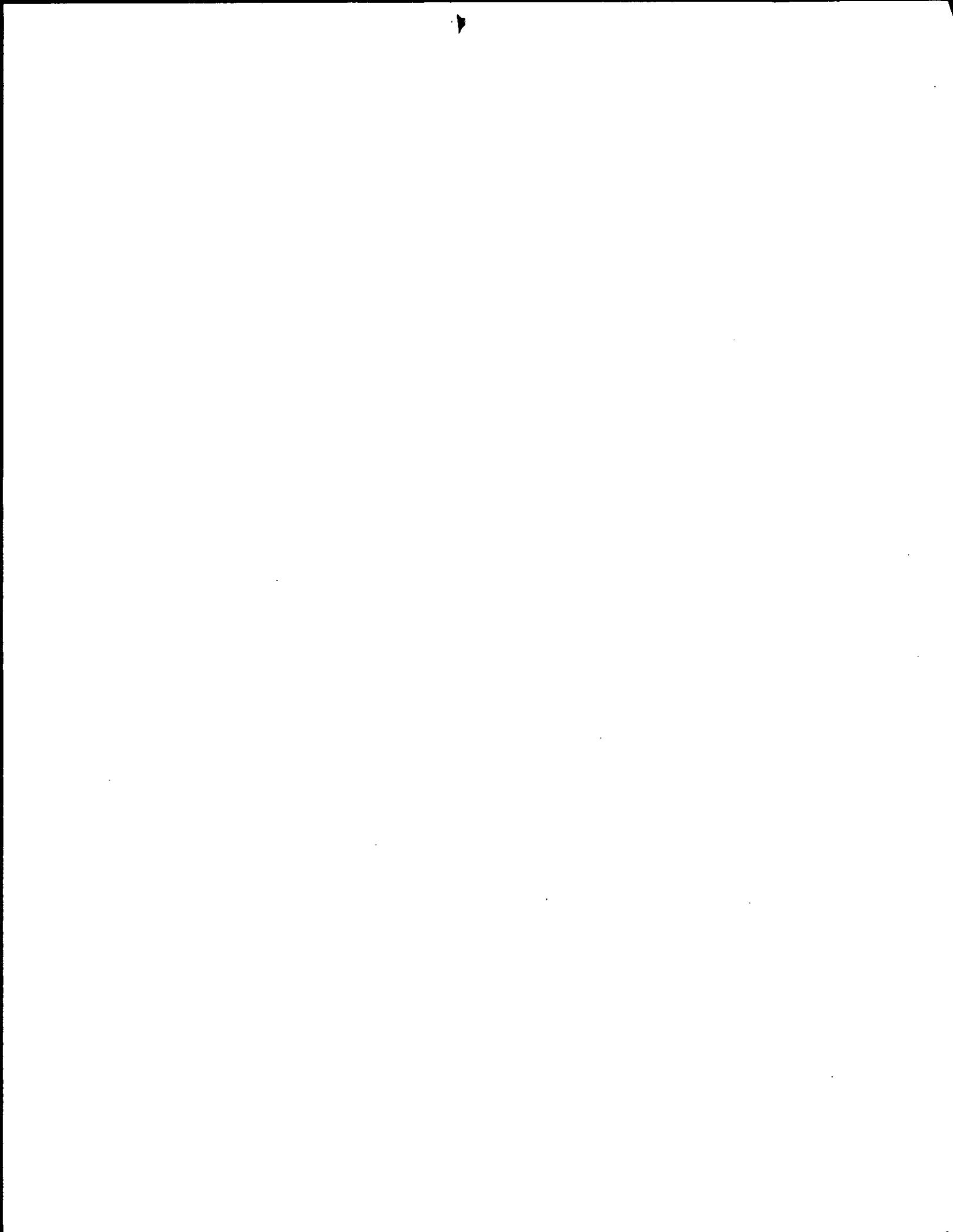
Performance of Expert Recruitment Services for Executive and Mid-Level Staff As Requested on a "Call-In" Basis During 2011 – 2015

SUBMITTED TO:

The Port Authority of New York and New Jersey
One Madison Avenue, 7th Floor
New York, NY 10010
Attention: RFP Custodian

SUBMITTED BY:

Helbling & Associates, Inc.
9000 Brooktree Road, Suite 150
Wexford, PA 15090
Phone: (724) 935-7500
Fax: (724) 935-7531
Key Contact: Thomas J. Helbling, President
E-mail: tomh@helblingsearch.com
Due: September 21, 2011, by 2:00 PM



ATTACHMENT B

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

HELBLING & ASSOCIATES, INC.

(Company)

Thomas J. Helle

(Signature)

PRESIDENT

(Title)

9-16-2011

(Date)



HELBLING
& ASSOCIATES, INC.

9000 BROOKTREE ROAD SUITE 150
WEXFORD, PENNSYLVANIA 15090
PHONE (724) 935-7500
FAX (724) 935-7531
WWW.HELBLINGSEARCH.COM

September 15, 2011

The Port Authority of New York and New Jersey
One Madison Avenue, 7th Floor
New York, NY 10010

RE: **RFP Number 25881** for Performance of Expert Recruitment Services for Executive and Mid-Level Staff as Requested on a "Call-In" Basis During 2011-2015

To Whom It May Concern:

Helbling & Associates, Inc. is pleased to submit the following proposal to The Port Authority of New York and New Jersey to be considered as a vendor to provide expert recruitment services for executive-level staff on an as-needed basis to the Authority and any of its subsidiaries as required.

For 20 years, Helbling & Associates, Inc. has been providing executive search services exclusively for facilities, construction, engineering, and real estate development related roles, representing public agencies, higher education and healthcare entities, contractors, engineering firms, and developers. For these types of clients, we have completed more than 1,300 searches, securing individuals at middle, senior and executive levels in a variety of capacities, from executive administrative to financial, from facilities management to construction oversight, and from marketing to human resources. We pride ourselves on working in partnership with our clients, and view each opportunity to work with an organization as a step toward developing a long-term, mutually beneficial relationship. Our consultants take our clients' unique needs and goals very seriously, and our intent is to identify, attract, and secure individuals who will best match in terms of capability and experience, as well as in terms of the organization's culture and principles.

As you will see within the enclosed proposal, Helbling & Associates, Inc. has worked with prominent and diverse organizations throughout the country, conducting local, regional, and national searches to secure individuals for a variety of positions. With such a focused discipline in executive search, we have come to thoroughly know the industry, the key players, and the associated challenges and opportunities related to such searches. This background and our consultative style will allow us to provide an outside perspective throughout the search process, making recommendations based on our experience, the specific goals of the Authority, and available talent.



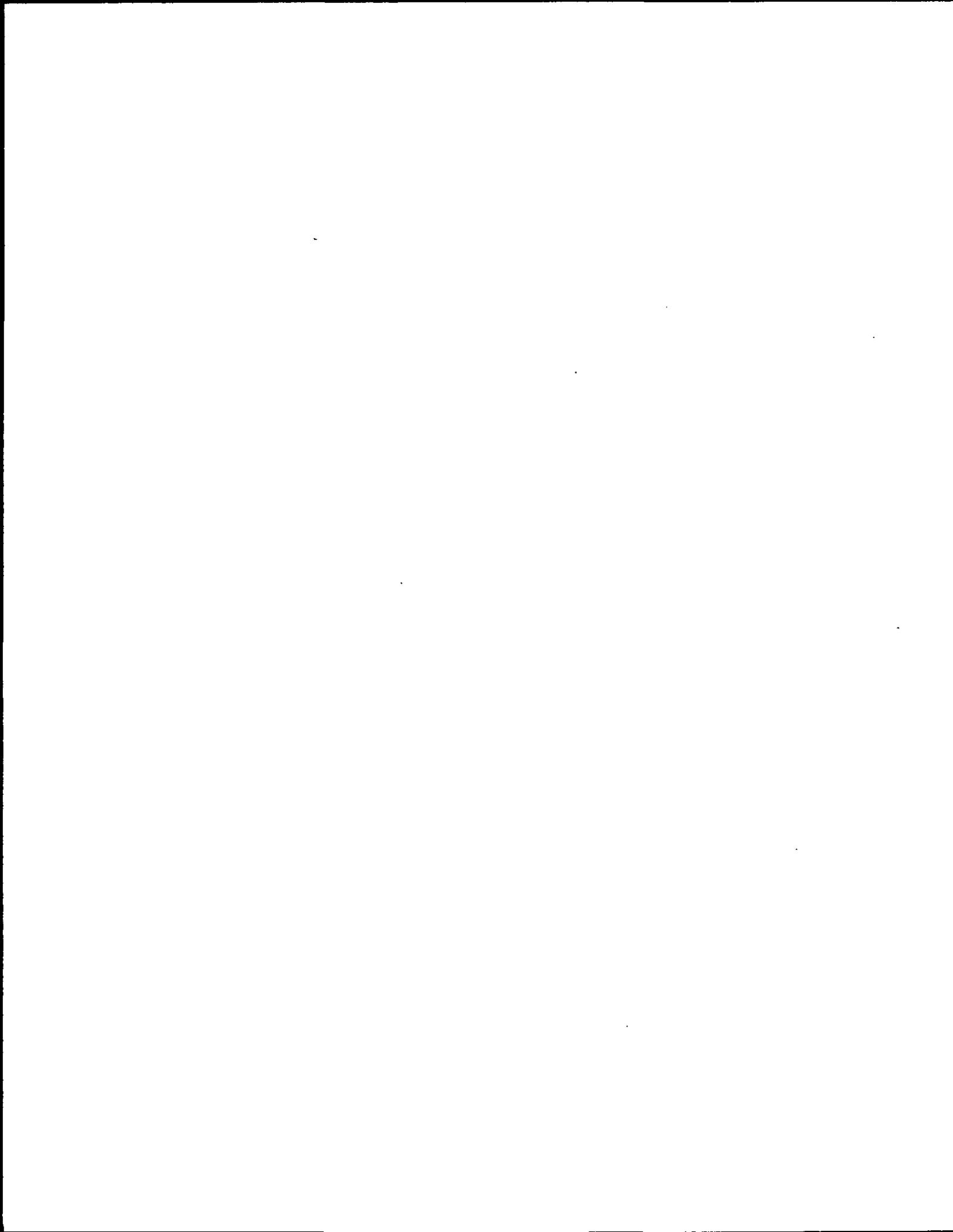
Helbling & Associates, Inc. is committed to providing superior, personalized service, and we welcome the opportunity to further discuss our firm's interest, qualifications, and ability to assist the Port Authority of New York and New Jersey. Should you have any questions regarding the content of this proposal or should you require additional information, please feel free to contact me at (724) 935-7500 ext. 103.

Thank you for your time and consideration.

Sincerely,

Thomas J. Helbling

Thomas J. Helbling
President



ATTACHMENT C

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 (RFP #25881)

1. Company Name:
Helbling & Associates, Inc.
2. Business Address (to receive mail for this RFP):
9000 Brooktree Road, Suite 150
Wexford, PA 15090
3. Business Telephone Number: (724) 935-7500
4. Business Fax Number: (724) 935-7531
5. Firm Website: www.helblingsearch.com
6. Federal Employment Identification Number (EIN): Ex. 1
7. Date (MM/DD/YYYY) Firm was Established: 09/01/1992
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
N/A
9. Officer or Principal of Firm and Title:
Thomas J. Helbling (President)
10. Name, telephone number, and email address of contact for questions:
Tracy L. Boczkowski Phone: (724) 935-7500 ext. 101
Email Address: tracyb@helblingsearch.com
11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)?
 Yes No

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

If your firm is a DBE not currently certified by the Authority, see the Authority's web site -- <http://www.panynj.gov/business-opportunities/sd-become-certified.html> to receive information and apply for certification.



ATTACHMENT D

**PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015**

CATEGORY SUMMARY

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.

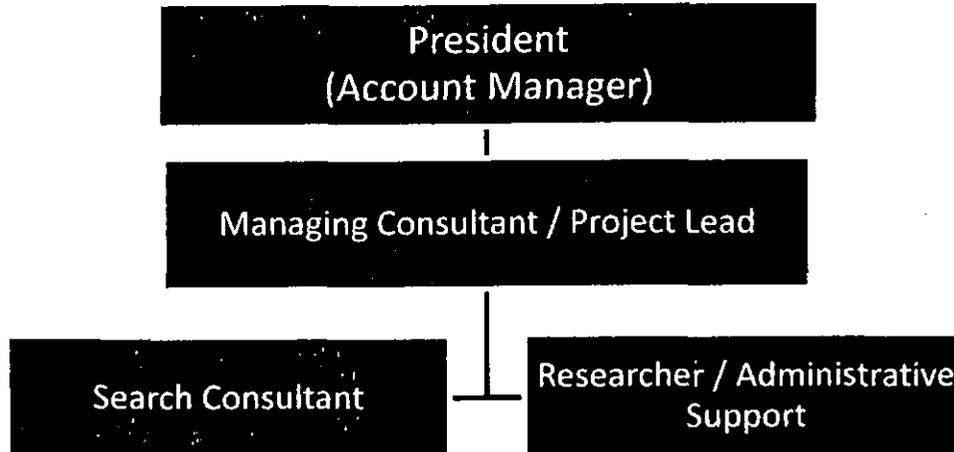
FUNCTIONAL SPECIALTY	EXECUTIVE SEARCHES (RETAINER)	MID-LEVEL SEARCHES (CONTINGENCY)
1 – Engineering/Architecture	✓	
2 – Construction/Project Management	✓	
3 – Finance/Real Estate	✓	
4 – Environment/Energy	✓	
5A. – Information Technology		
5 – Transportation (<i>i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels</i>)	✓	
6 – Security/Public Safety		
7 – Corporate Services (<i>e.g., Human Resources, Labor Relations, Procurement, Legal</i>)	✓	
8 – Diversity (including Military/Veterans)		

C. 1. Qualifications & Experience of Staff / Resumes

The Helbling & Associates, Inc. Team

As a small, single-office search firm comprised of 15 members with approximately 130 years of combined executive search experience, Helbling & Associates, Inc. is organized to function as a team on all search assignments. While we do designate specific project teams for the searches we conduct, every member of our organization has access to and is trained to thoroughly use and continuously update our proprietary internal database, so current information is being gathered and shared throughout the organization. Also, as new searches are acquired, we discuss them in our weekly staff meetings so that details and ideas can be shared in order to design a strategic approach.

For each search assignment we conduct on behalf of a client, a typical Helbling Project Team is organized in the following manner:



Following are the Helbling & Associates, Inc. personnel who may be assigned to perform the services requested for The Port Authority of New York and New Jersey ("the Authority"). Depending on the specific role to be filled, we will design the appropriate project team based on each person's experience in completing similar searches.

- **Thomas J. Helbling** is the President of Helbling & Associates, Inc. He will serve as the *Account Manager* for The Port Authority of New York and New Jersey, ensuring that the expectations for each executive search assignment are clearly understood by each project team member and are being properly met or exceeded throughout the search process.
- **Matthew D. Leshner, Thomas M. Dunn, and Joseph F. Wargo** may be assigned as the *Managing Consultant / Project Lead* or *Search Consultant* on executive search assignments for the Authority. The *Managing Consultant / Project Lead* is involved in all stages of the search process, providing oversight to the Search Consultant and support staff. This individual will be actively involved in meeting with the members of the Authority and / or

C. 1. Qualifications & Experience of Staff / Resumes (continued)

Search Committee, will thoroughly infuse himself in designing and implementing the search strategy with our project team, will actively recruit and evaluate candidates, and will provide quality control oversight throughout the search.

The *Search Consultant* supports the Managing Consultant, and will also be involved in all stages of the search process. His role is to work with the Managing Consultant to actively conduct research, discuss the opportunity with candidates, evaluate and vet candidates, conduct references, and perform other activities related to the successful completion of the search. If approved by the Authority, the Search Consultant will participate in meetings with the members of the Authority and / or Search Committee, as well as in face-to-face interviews with the potential candidates.

- **Christine A. Stelts** and **Kelly R. Young** may be assigned to a project team as the *Researcher and Administrative Support Associate* on executive search assignments for the Authority. In this capacity, each will work closely with the Senior Managing Consultant and Search Consultant to support their recruiting efforts, conducting research using a number of sources of information, organizing the information, and assisting in developing the search strategy. She will also be responsible for preparing summaries and resumes of candidates using details provided by the Consultants, documenting references conducted by the Consultants, verifying the education credentials of candidates, and coordinating background investigations of candidates when required.

Resumes of these individuals are provided on the following pages.



Helbling & Associates, Inc.

Thomas J. Helbling
President

Profile:

Tom is the Founder and Principal of Helbling & Associates, Inc. a firm providing strategic and consultative executive search services for some of the country's most prestigious higher education, healthcare, public agency, construction, engineering, and development entities. The firm was established in September of 1992 to provide a high quality of consulting services to all clients. The goal was to be a completely relationship-driven organization that functions as a human resource extension of each company represented.

As a result of Tom's commitment to and insistence on providing complete client satisfaction, Helbling & Associates currently enjoys a client base of approximately 90% repeat customers, with the balance primarily being firms that were referred to the organization. Helbling's professional team encompasses 15 professionals, with combined recruiting experience of more than 130 years.

Prior to establishing Helbling & Associates, Inc. Tom was a Divisional Vice President for another Pittsburgh-based search firm. Tom graduated from Thiel College in 1978 with a dual Bachelor's degree in Business Administration & Economics.

Employment:

Helbling & Associates, Inc.

9/1992 – Present

President & Founder

Tom is responsible for the overall day-to-day management of the business. He maintains close contact with clients and works with the company's internal search consultants to identify and secure key executive talent for our clients. Tom's contacts throughout the United States rely on him for his consultative approach to executive search.

Pittsburgh-based Executive Search Firm

1979 – 1992

Divisional Vice President

Tom progressed to the role of Divisional Vice President with this executive search firm, which specialized in the construction and real estate industries. He led the Construction Group, and managed a group of approximately 12 recruiters. His responsibilities included developing new client accounts, hiring and training recruiters, ensuring client satisfaction, as well as identifying and evaluating candidates for individual search assignments.



Helbling & Associates, Inc.

Matthew D. Lesher

Managing Consultant & Search Consultant

Profile:

Matt, currently a Search Consultant with Helbling & Associates, Inc., performs executive searches to secure professionals at all levels for general contractors nationwide. He also focuses on senior-level facilities management assignments within institutional markets. Matt has successfully completed the Senior Director, Quality Assurance & Quality Control assignment for the New York City School Construction Authority and numerous Account Executive searches for Skanska USA Building.

Prior to joining Helbling & Associates, Matt managed a call center with approximately 100 associates and 12 supervisors for Precision Response Corporation. He holds a Bachelor's degree in Business Administration from Robert Morris University.

Employment:

Helbling & Associates, Inc.

5/2003 – Present

Managing Consultant & Search Consultant

Matt is responsible for managing search assignments from inception through completion. This includes generating the preliminary search plan; identifying, screening, and qualifying potential applicants; managing the interviewing process; conducting reference checks; and negotiating financial offers. He also maintains client contact on searches for which he is the designated Project Lead, providing weekly updates through written reports and scheduled conference calls.

Precision Response Corporation

2002 – 5/2003

Director, Philip Morris Account

Responsible for managing a call center, consisting of approximately 100 associates and 12 supervisors, for PRC's Philip Morris account. Conceptualized, designed, and developed accountability programs in Excel, which resulted in an increase in quality rating from 69% to 92%. Performed turn-around management of company through hands-on total reorganization and developing systematic methods.

Education:

B. A. Business Administration

Robert Morris University, Moon Township, PA



Helbling & Associates, Inc.

Joseph F. Wargo

Managing Consultant & Search Consultant

Profile:

Joe has been an executive search consultant with Helbling & Associates since 2006. His recruiting experience is broad, having completed searches to secure influential individuals for senior- and middle-level roles with prominent universities, healthcare organizations, heavy civil contractors, environmental consulting companies, and construction management firms.

Joe holds a Bachelor's degree in Finance from Robert Morris University.

Employment:

Helbling & Associates, Inc.

7/2006 – Present

Managing Consultant & Search Consultant

Joe is responsible for managing search assignments from inception through completion. This includes generating the preliminary search plan; identifying, screening, and qualifying potential applicants; managing the interviewing process; conducting reference checks; and negotiating financial offers.

Education:

B. S. B. A. Finance

Robert Morris University, Pittsburgh, PA

Selected Accomplishments:

- Wake Forest University: *Energy Manager*
- Skanska USA Civil Southeast: *Senior Estimator*
- Commodore Construction: *Civil Division Manager*
- SE Technologies: *Principal*
- Veolia Energy North America: *Business Development Manager*
- New York-Presbyterian Hospital: *Director, Project Management*
- Pratt Institute: *Executive Director, Planning, Design, Construction & Physical Plant*
- Cement League: *Association Manager*



Helbling & Associates, Inc.

Thomas M. Dunn

Managing Consultant & Search Consultant

Profile:

Tom joined Helbling & Associates, Inc. as a search consultant in early 2010. His experience includes securing executives for a specialty construction firm, recruiting a talented professional for a world-renowned art museum, and providing recruiting and research support on a variety of searches to identify and evaluate candidates for middle- and senior-level roles with construction management firms, a prominent healthcare entity, and an energy services consulting company.

Tom holds a Bachelor of Arts degree in English from Virginia Tech.

Employment:

Helbling & Associates, Inc.

4/2010 – Present

Managing Consultant & Search Consultant

Tom is responsible for managing search assignments from inception through completion. This includes generating the preliminary search plan; identifying, screening, and qualifying potential applicants; managing the interviewing process; conducting reference checks; and negotiating financial offers. He also maintains client contact on searches for which he is the designated Project Lead, providing weekly updates through written reports and scheduled conference calls.

Education:

B. A. English

Virginia Polytechnic Institute & State University, Blacksburg, VA

Selected Accomplishments:

- RailWorks Corporation: *Vice President, Corporate Development*
- RailWorks Corporation: *General Counsel (current search)*
- New York-Presbyterian Hospital: *Senior VP, Facilities Development & Engineering (current search)*
- Solomon R. Guggenheim Museum: *Director of Facilities*
- Veolia Energy North America: *Vice President & General Manager*
- Skanska USA Building, Inc.: *Vice President, Operations*



Helbling & Associates, Inc.

Christine A. Stelts

Research Associate & Senior Administrative Assistant

Profile:

As a Research Associate, Chrissy is responsible for assisting the Managing Consultants in conducting research for many of Helbling's search assignments. She also provides administrative support to the entire Helbling team and coordinates all travel arrangements.

Prior to joining Helbling & Associates in 2006, Chrissy was employed as a Quality Assurance Manager, Office Assistant, and Regional Public Affairs Coordinator. She was a double major at Grove City College, earning a Bachelor's degree in Music and a Bachelor's degree in Business Communication.

Employment:

Helbling & Associates, Inc.

5/2006 – Present

Research Associate & Senior Administrative Assistant (2/2007 – Present)

Chrissy is currently responsible for providing support on research activities related to search assignments, which includes identifying companies and candidates through the company's internal database as well as through outside sources. Her duties also include updating the internal database; preparing and proofreading resumes, summaries, and references on candidates; verifying degrees and professional licenses of candidates; and making travel arrangements as needed for Helbling employees and candidates. She is responsible for assisting in the development and recommendation of procedures to expedite and coordinate the search process and administrative functions.

Administrative Assistant (5/2006 – 1/2007)

Education:

B. M. Music

B. S. Business Communication

Grove City College, Grove City, PA



Helbling & Associates, Inc.

Kelly R. Young

Research Associate & Senior Administrative Assistant

Profile:

Kelly is responsible for providing administrative support to the project team and for assisting the project's Research Associate with information-gathering specific to the search assignment. Since joining Helbling & Associates in 2008, she has been integral in implementing quality control standards and organizational tactics that result in clearer communication with clients and more efficient searches.

Prior to joining Helbling & Associates, Kelly was employed as a Compliance & Documentation Manager with a medical equipment company and as a Marketing & Administrative Assistant with an architectural firm. She earned a Bachelor of Science degree in Education at the University of Pittsburgh.

Employment:

Helbling & Associates, Inc.

11/2008 – Present

Research Associate & Senior Administrative Assistant (11/2008 – Present)

Kelly is responsible for providing administrative support, including updating the internal database; preparing and proofreading resumes, summaries, and references on candidates; verifying degrees and professional licenses of candidates; and coordinating background checks of candidates when required. She also provides support on research activities related to search assignments, which includes identifying companies and candidates through the company's internal database as well as through outside sources. She is responsible for assisting in the development and recommendation of procedures to expedite and coordinate the search process and administrative functions.

Education:

B. S. Education

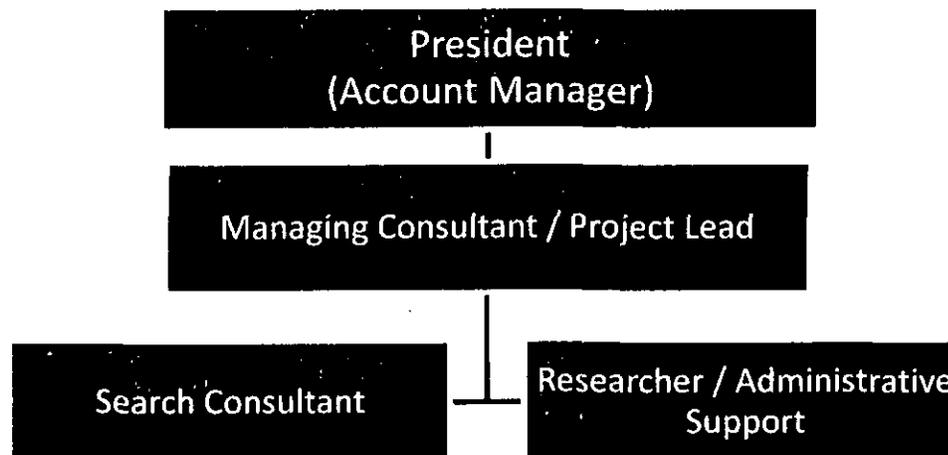
University of Pittsburgh, Johnstown, PA

C. 1. Qualifications & Experience of Staff / Resumes

The Helbling & Associates, Inc. Team

As a small, single-office search firm comprised of 15 members with approximately 130 years of combined executive search experience, Helbling & Associates, Inc. is organized to function as a team on all search assignments. While we do designate specific project teams for the searches we conduct, every member of our organization has access to and is trained to thoroughly use and continuously update our proprietary internal database, so current information is being gathered and shared throughout the organization. Also, as new searches are acquired, we discuss them in our weekly staff meetings so that details and ideas can be shared in order to design a strategic approach.

For each search assignment we conduct on behalf of a client, a typical Helbling Project Team is organized in the following manner:



Following are the Helbling & Associates, Inc. personnel who may be assigned to perform the services requested for The Port Authority of New York and New Jersey ("the Authority"). Depending on the specific role to be filled, we will design the appropriate project team based on each person's experience in completing similar searches.

- **Thomas J. Helbling** is the President of Helbling & Associates, Inc. He will serve as the *Account Manager* for The Port Authority of New York and New Jersey, ensuring that the expectations for each executive search assignment are clearly understood by each project team member and are being properly met or exceeded throughout the search process.
- **Matthew D. Leshner, Thomas M. Dunn, and Joseph F. Wargo** may be assigned as the *Managing Consultant / Project Lead* or *Search Consultant* on executive search assignments for the Authority. The *Managing Consultant / Project Lead* is involved in all stages of the search process, providing oversight to the Search Consultant and support staff. This individual will be actively involved in meeting with the members of the Authority and / or

C. 1. Qualifications & Experience of Staff / Resumes (continued)

Search Committee, will thoroughly infuse himself in designing and implementing the search strategy with our project team, will actively recruit and evaluate candidates, and will provide quality control oversight throughout the search.

The *Search Consultant* supports the Managing Consultant, and will also be involved in all stages of the search process. His role is to work with the Managing Consultant to actively conduct research, discuss the opportunity with candidates, evaluate and vet candidates, conduct references, and perform other activities related to the successful completion of the search. If approved by the Authority, the Search Consultant will participate in meetings with the members of the Authority and / or Search Committee, as well as in face-to-face interviews with the potential candidates.

- **Christine A. Stelts** and **Kelly R. Young** may be assigned to a project team as the *Researcher and Administrative Support Associate* on executive search assignments for the Authority. In this capacity, each will work closely with the Senior Managing Consultant and Search Consultant to support their recruiting efforts, conducting research using a number of sources of information, organizing the information, and assisting in developing the search strategy. She will also be responsible for preparing summaries and resumes of candidates using details provided by the Consultants, documenting references conducted by the Consultants, verifying the education credentials of candidates, and coordinating background investigations of candidates when required.

Resumes of these individuals are provided on the following pages.



Helbling & Associates, Inc.

Thomas J. Helbling
President

Profile:

Tom is the Founder and Principal of Helbling & Associates, Inc. a firm providing strategic and consultative executive search services for some of the country's most prestigious higher education, healthcare, public agency, construction, engineering, and development entities. The firm was established in September of 1992 to provide a high quality of consulting services to all clients. The goal was to be a completely relationship-driven organization that functions as a human resource extension of each company represented.

As a result of Tom's commitment to and insistence on providing complete client satisfaction, Helbling & Associates currently enjoys a client base of approximately 90% repeat customers, with the balance primarily being firms that were referred to the organization. Helbling's professional team encompasses 15 professionals, with combined recruiting experience of more than 130 years.

Prior to establishing Helbling & Associates, Inc. Tom was a Divisional Vice President for another Pittsburgh-based search firm. Tom graduated from Thiel College in 1978 with a dual Bachelor's degree in Business Administration & Economics.

Employment:

Helbling & Associates, Inc.

9/1992 – Present

President & Founder

Tom is responsible for the overall day-to-day management of the business. He maintains close contact with clients and works with the company's internal search consultants to identify and secure key executive talent for our clients. Tom's contacts throughout the United States rely on him for his consultative approach to executive search.

Pittsburgh-based Executive Search Firm

1979 – 1992

Divisional Vice President

Tom progressed to the role of Divisional Vice President with this executive search firm, which specialized in the construction and real estate industries. He led the Construction Group, and managed a group of approximately 12 recruiters. His responsibilities included developing new client accounts, hiring and training recruiters, ensuring client satisfaction, as well as identifying and evaluating candidates for individual search assignments.

Education:

B. S. Business Administration & Economics
Thiel College, Greenville, PA

Selected Accomplishments:

- Developing long-term relationships with several nationally-recognized and respected organizations, including:
 - Skanska Group of Companies – Tom's relationship with Skanska spans nearly 30 years, and since its formation in 1992, Helbling & Associates has represented several subsidiaries of Skanska, placing over 400 individuals.
 - New York-Presbyterian Hospital – Working with this leading healthcare network, Helbling & Associates has represented the organization for more than 20 years.
 - North Shore-Long Island Jewish Health System – Helbling & Associates has partnered with NS-LIJ for nearly 10 years, placing numerous individuals in Project Director and Facilities Development roles.
- Central Park Conservancy: *Vice President of Operations Management*
- New York-Presbyterian Hospital: *Senior VP, Facilities Development & Engineering (current search)*
- RailWorks Corporation: *Vice President, Corporate Development*
- STV, Inc.: *Executive Vice President, Buildings & Facilities Division*
- New York City Department of Buildings: *Deputy Commissioner, Building Development*
- Harsco Corporation: *Executive Vice President & CEO, Infrastructure Group*
- YMCA of Greater New York: *Senior Vice President of Real Estate*
- Lakeshore Toltest Corporation: *Chief Financial Officer*
- Continuum Health Partners: *Corporate VP of Facilities, Real Estate & Construction*



Helbling & Associates, Inc.

Matthew D. Lesher

Managing Consultant & Search Consultant

Profile:

Matt, currently a Search Consultant with Helbling & Associates, Inc., performs executive searches to secure professionals at all levels for general contractors nationwide. He also focuses on senior-level facilities management assignments within institutional markets. Matt has successfully completed the Senior Director, Quality Assurance & Quality Control assignment for the New York City School Construction Authority and numerous Account Executive searches for Skanska USA Building.

Prior to joining Helbling & Associates, Matt managed a call center with approximately 100 associates and 12 supervisors for Precision Response Corporation. He holds a Bachelor's degree in Business Administration from Robert Morris University.

Employment:

Helbling & Associates, Inc.

5/2003 – Present

Managing Consultant & Search Consultant

Matt is responsible for managing search assignments from inception through completion. This includes generating the preliminary search plan; identifying, screening, and qualifying potential applicants; managing the interviewing process; conducting reference checks; and negotiating financial offers. He also maintains client contact on searches for which he is the designated Project Lead, providing weekly updates through written reports and scheduled conference calls.

Precision Response Corporation

2002 – 5/2003

Director, Philip Morris Account

Responsible for managing a call center, consisting of approximately 100 associates and 12 supervisors, for PRC's Philip Morris account. Conceptualized, designed, and developed accountability programs in Excel, which resulted in an increase in quality rating from 69% to 92%. Performed turn-around management of company through hands-on total reorganization and developing systematic methods.

Education:

B. A. Business Administration

Robert Morris University, Moon Township, PA

Matthew D. Lesher – page 2

Selected Accomplishments:

- New York City Department of Buildings: *Deputy Commissioner, Building Development*
- North Shore-Long Island Jewish Health System: *Senior Manager, Facilities*
- North Shore-Long Island Jewish Health System: *Director of Projects, Facilities*
- University of Chicago: *Director of Engineering & Utilities*
- YMCA of Greater New York: *Senior Vice President, Real Estate*
- University of Rochester: *Director, Utilities & Energy Management*
- University of Rochester Medical Center: *Executive Director, Planning & Project Management*
- Harsco Corporation: *Executive Vice President & CEO, Infrastructure Group*
- New York City School Construction Authority: *Senior Director, QA/QC*



Helbling & Associates, Inc.

Joseph F. Wargo

Managing Consultant & Search Consultant

Profile:

Joe has been an executive search consultant with Helbling & Associates since 2006. His recruiting experience is broad, having completed searches to secure influential individuals for senior- and middle-level roles with prominent universities, healthcare organizations, heavy civil contractors, environmental consulting companies, and construction management firms.

Joe holds a Bachelor's degree in Finance from Robert Morris University.

Employment:

Helbling & Associates, Inc.

7/2006 – Present

Managing Consultant & Search Consultant

Joe is responsible for managing search assignments from inception through completion. This includes generating the preliminary search plan; identifying, screening, and qualifying potential applicants; managing the interviewing process; conducting reference checks; and negotiating financial offers.

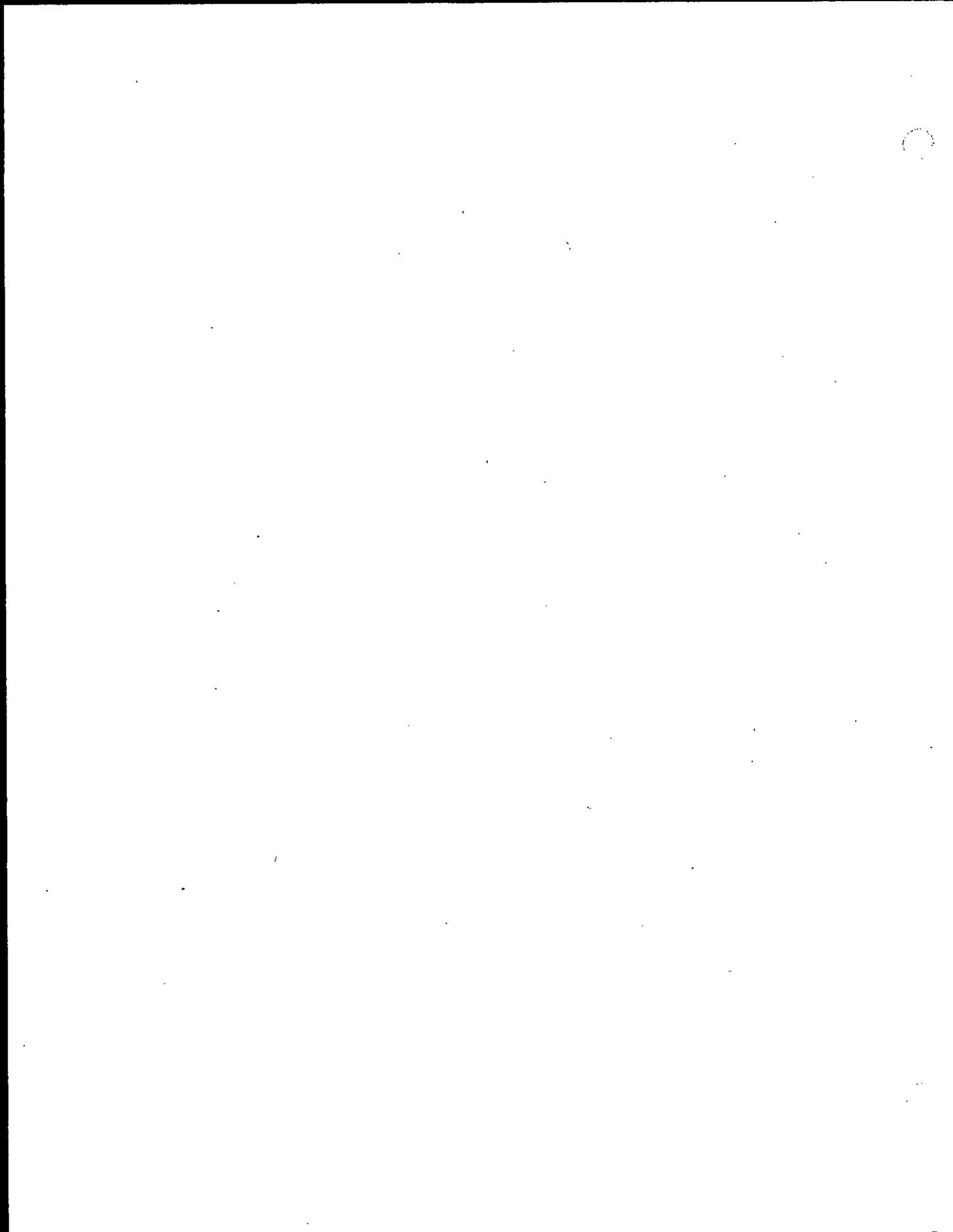
Education:

B. S. B. A. Finance

Robert Morris University, Pittsburgh, PA

Selected Accomplishments:

- Wake Forest University: *Energy Manager*
- Skanska USA Civil Southeast: *Senior Estimator*
- Commodore Construction: *Civil Division Manager*
- SE Technologies: *Principal*
- Veolia Energy North America: *Business Development Manager*
- New York-Presbyterian Hospital: *Director, Project Management*
- Pratt Institute: *Executive Director, Planning, Design, Construction & Physical Plant*
- Cement League: *Association Manager*





Helbling & Associates, Inc.

Thomas M. Dunn

Managing Consultant & Search Consultant

Profile:

Tom joined Helbling & Associates, Inc. as a search consultant in early 2010. His experience includes securing executives for a specialty construction firm, recruiting a talented professional for a world-renowned art museum, and providing recruiting and research support on a variety of searches to identify and evaluate candidates for middle- and senior-level roles with construction management firms, a prominent healthcare entity, and an energy services consulting company.

Tom holds a Bachelor of Arts degree in English from Virginia Tech.

Employment:

Helbling & Associates, Inc.

4/2010 – Present

Managing Consultant & Search Consultant

Tom is responsible for managing search assignments from inception through completion. This includes generating the preliminary search plan; identifying, screening, and qualifying potential applicants; managing the interviewing process; conducting reference checks; and negotiating financial offers. He also maintains client contact on searches for which he is the designated Project Lead, providing weekly updates through written reports and scheduled conference calls.

Education:

B. A. English

Virginia Polytechnic Institute & State University, Blacksburg, VA

Selected Accomplishments:

- RailWorks Corporation: *Vice President, Corporate Development*
- RailWorks Corporation: *General Counsel (current search)*
- New York-Presbyterian Hospital: *Senior VP, Facilities Development & Engineering (current search)*
- Solomon R. Guggenheim Museum: *Director of Facilities*
- Veolia Energy North America: *Vice President & General Manager*
- Skanska USA Building, Inc.: *Vice President, Operations*



Helbling & Associates, Inc.

Christine A. Stelts

Research Associate & Senior Administrative Assistant

Profile:

As a Research Associate, Chrissy is responsible for assisting the Managing Consultants in conducting research for many of Helbling's search assignments. She also provides administrative support to the entire Helbling team and coordinates all travel arrangements.

Prior to joining Helbling & Associates in 2006, Chrissy was employed as a Quality Assurance Manager, Office Assistant, and Regional Public Affairs Coordinator. She was a double major at Grove City College, earning a Bachelor's degree in Music and a Bachelor's degree in Business Communication.

Employment:

Helbling & Associates, Inc.

5/2006 – Present

Research Associate & Senior Administrative Assistant (2/2007 – Present)

Chrissy is currently responsible for providing support on research activities related to search assignments, which includes identifying companies and candidates through the company's internal database as well as through outside sources. Her duties also include updating the internal database; preparing and proofreading resumes, summaries, and references on candidates; verifying degrees and professional licenses of candidates; and making travel arrangements as needed for Helbling employees and candidates. She is responsible for assisting in the development and recommendation of procedures to expedite and coordinate the search process and administrative functions.

Administrative Assistant (5/2006 – 1/2007)

Education:

B. M. Music

B. S. Business Communication

Grove City College, Grove City, PA



Helbling & Associates, Inc.

Kelly R. Young

Research Associate & Senior Administrative Assistant

Profile:

Kelly is responsible for providing administrative support to the project team and for assisting the project's Research Associate with information-gathering specific to the search assignment. Since joining Helbling & Associates in 2008, she has been integral in implementing quality control standards and organizational tactics that result in clearer communication with clients and more efficient searches.

Prior to joining Helbling & Associates, Kelly was employed as a Compliance & Documentation Manager with a medical equipment company and as a Marketing & Administrative Assistant with an architectural firm. She earned a Bachelor of Science degree in Education at the University of Pittsburgh.

Employment:

Helbling & Associates, Inc.

11/2008 – Present

Research Associate & Senior Administrative Assistant (11/2008 – Present)

Kelly is responsible for providing administrative support, including updating the internal database; preparing and proofreading resumes, summaries, and references on candidates; verifying degrees and professional licenses of candidates; and coordinating background checks of candidates when required. She also provides support on research activities related to search assignments, which includes identifying companies and candidates through the company's internal database as well as through outside sources. She is responsible for assisting in the development and recommendation of procedures to expedite and coordinate the search process and administrative functions.

Education:

B. S. Education

University of Pittsburgh, Johnstown, PA

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 1 – Engineering / Architecture

Placement #1

Client Business Name: Wilson Architects, Inc.

Client Address (City & State): Boston, MA

Client Contact Name/Phone #/Email Address: Mr. William Wilson (Principal) /
(617) 338-5990 / wwilson@wilsonarch.com

Title of Placement: Principal for Science Architecture

Date of Placement: May 11, 2011

Placement #2

Client Business Name: New York City Department of Buildings

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Mr. Robert LiMandri (Commissioner) /
(212) 566-3103 / rlimandri@buildings.nyc.gov

Title of Placement: Deputy Commissioner Building Development / Architect

Date of Placement: August 29, 2011

Placement #3

Client Business Name: STV, Inc.

Client Address (City & State): New York,

Client Contact Name/Phone #/Email Address: Mr. Milo Riverso (President) /
(212) 777-4400 or (212) 614-3324 – assistant / milo.riverso@stvinc.com

Title of Placement: Executive Vice President, Buildings & Facilities Division

Date of Placement: 9/10/2010

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 2 - Construction / Project Management

Placement #1

Client Business Name: North Shore-Long Island Jewish Health System

Client Address (City & State): Manhasset, NY

Client Contact Name/Phone #/Email Address: Mr. Maurice LaBonne (Senior Vice President, Facilities Services) / (516) 734-3023 / mlabonne@nshs.edu

Title of Placements: Executive Director of Facilities Development; Directors of Projects

Date of Placements: May to September 2011

Placement #2

Client Business Name: University of Rochester Medical Center

Client Address (City & State): Rochester, NY

Client Contact Name/Phone #/Email Address: Mr. Richard Pifer (Associate VP for University Facilities & Service) / (585)-273-5798 / richard.pifer@rochester.edu

Title of Placement: Executive Director, Planning & Project Management

Date of Placement: July 5, 2010

Placement #3

Client Business Name: New York-Presbyterian Hospital

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Ms. Donna Barbaro, AIA (VP, Facilities Development) / (212) 746-1931 / dbarbaro@nyp.org

Title of Placement: Director, Project Management

Date of Placement: September 13, 2010

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 3 – Finance / Real Estate

Placement #1

Client Business Name: YMCA of Greater New York

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Mr. Jack Lund (President) /
(212) 630-9600 / jlund@ymcanyc.org

Title of Placement: Senior Vice President, Real Estate

Date of Placement: February 21, 2011

Placement #2

Client Business Name: Lakeshore Toltest Corporation

Client Address (City & State): Detroit, MI

Client Contact Name/Phone #/Email Address: Mr. Joseph Saldutti (Managing Director,
Gridiron Capital) / (203) 962-3941 / jsaldutti@gridironcapital.com

Title of Placement: Chief Financial Officer

Date of Placement: July 18, 2011

Placement #3

Client Business Name: Central Park Conservancy

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Mr. Douglas Blonsky (President &
Central Park Administrator) / (212) 310-6600 / dblonsky@centralparknyc.org

Title of Placement: Vice President of Operations Management

Date of Placement: May 16, 2011

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 4 – Environment / Energy

Placement #1

Client Business Name: Wake Forest University

Client Address (City & State): Winston-Salem, NC

Client Contact Name/Phone #/Email Address: Mr. James Alty (Associate VP, Facilities Management / (336) 758-4623 / altyj@wfu.edu

Title of Placement: Energy Manager

Date of Placement: April 25, 2011

Placement #2

Client Business Name: University of Chicago

Client Address (City & State): Chicago, IL

Client Contact Name/Phone #/Email Address: Ms. Erin Wieand (Executive Director, Management Services) / (773) 834-0773 / ewieand@uchicago.edu

Title of Placement: Director of Engineering & Utilities

Date of Placement: February 7, 2011

Placement #3

Client Business Name: University of Rochester

Client Address (City & State): Rochester, NY

Client Contact Name/Phone #/Email Address: Mr. Richard Pifer (Associate VP for University Facilities & Service) / (585)-273-5798 / richard.pifer@rochester.edu

Title of Placement: Director, Utilities & Energy Management

Date of Placement: August 2, 2010

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED ON A "CALL-IN" BASIS DURING 2011-2015 EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 5 – Transportation (i.e., Aviation, Marine Ports, Rail, Bridges & Tunnels)

Placement #1

Client Business Name: RailWorks Corporation

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Mr. Harry Glantz (Vice President, Human Resources) / (212) 502-7900 / hglantz@railworks.com

Title of Placement: Vice President, Corporate Development

Date of Placement: May 17, 2011

Placement #2

Client Business Name: STV, Inc.

Client Address (City & State): New York,

Client Contact Name/Phone #/Email Address: Mr. Milo Rivero (President) / (212) 777-4400 or (212) 614-3324 – assistant / milo.rivero@stvinc.com

Title of Placement: Executive Vice President, Buildings & Facilities Division

Date of Placement: September 10, 2010

Placement #3

Client Business Name: Skanska USA Civil Southeast

Client Address (City & State): Virginia Beach, VA

Client Contact Name/Phone #/Email Address: Mr. Daniel Shay (Senior Director, Human Resources) / (718) 746-2872 / daniel.shay@skanska.com

Title of Placement: Senior Estimator (bridge, road projects)

Date of Placement: October 18, 2010

ATTACHMENT E

PERFORMANCE OF EXPERT RECRUITMENT SERVICES FOR
EXECUTIVE AND MID-LEVEL STAFF AS REQUESTED
ON A "CALL-IN" BASIS DURING 2011-2015
EXECUTIVE PLACEMENT EXPERIENCE BY CATEGORY

Provide the following information for a minimum of three executive 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: 7 – Corporate Services (e.g., Human Resources, Labor Relations, Procurement, Legal)

Placement #1

Client Business Name: RailWorks Corporation

Client Address (City & State): New York, NY

Client Contact Name/Phone #/Email Address: Mr. Harry Glantz (Vice President, Human Resources / (212) 502-7900 / hglantz@railworks.com

Title of Placement: General Counsel

Date of Placement: Current search; now in 2nd interview stage

Placement #2

Client Business Name: Harsco Corporation

Client Address (City & State): Camp Hill, PA

Client Contact Name/Phone #/Email Address: Mr. Salvatore Fazzolari (Chairman & Chief Executive Officer) / (717) 763-6421 / sfazzolari@harsco.com

Title of Placement: Executive VP & Chief Executive Officer, Infrastructure Group

Date of Placement: July 13, 2010

Placement #3

Client Business Name: Skanska USA Civil Southeast

Client Address (City & State): Virginia Beach, VA

Client Contact Name/Phone #/Email Address: Mr. Daniel Shay (Senior Director, Human Resources) / (718) 746-2872 / daniel.shay@skanska.com

Title of Placement: Senior Estimator (bridge, road projects)

Date of Placement: October 18, 2010

E. Proposed Management Approach

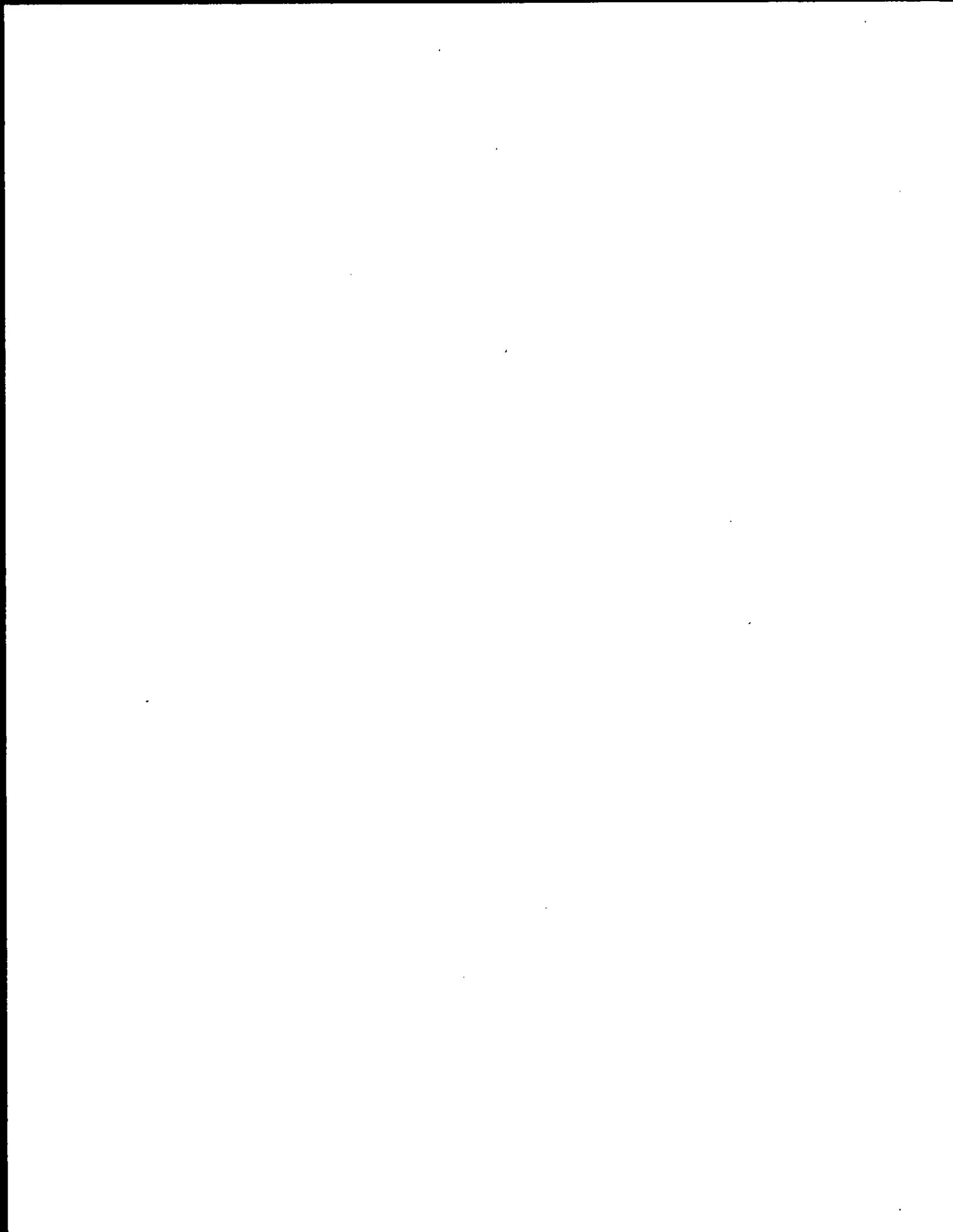
At Helbling & Associates, Inc. we employ various measures of internal control to ensure the success of each search assignment and to encourage an efficient search process.

First (as outlined in the project team organization chart presented in Section C.1), Tom Helbling, President of Helbling & Associates, Inc. will function as the Account Manager to the Authority and as an advisor on each assignment, receiving weekly updates from the Managing Consultant to confirm that the search is progressing smoothly. He also often participates in initial client meetings so that he has a clear understanding of the objectives the client is trying to achieve with the new hire and can provide support to the project team as necessary.

Second, the Managing Consultant assigned to lead the search is responsible for facilitating a project meeting at the outset of the search, during which time the search objectives, strategy, and timeline are discussed with all team members. This sets the stage for our internal project team and creates a foundation for a successful search. The team meets frequently throughout the search process to discuss the progress and establish next steps, and both Tom and the Managing Consultant provide insight and guidance as needed. The Managing Consultant is responsible for reviewing all candidate resumes to determine that they are appropriate and compliant with the position requirements before they are shared with the client.

Third, we employ several project management techniques:

- The designated Managing Consultant / Project Lead will be the primary contact for all client communication on a particular search assignment. By working closely with our President and a Search Consultant (who serve as secondary contacts), these three individuals will keep one another apprised of all communication that occurs with the client. Having secondary contacts ensures that someone from our project team is available to take the client's call and respond as needed.
- We maintain frequent communication between our project team and our designated client contact(s) to manage expectations on both sides. We encourage scheduling a weekly or bi-weekly phone call between both organizations to discuss the progress of the assignment, answer any questions that have developed, and allow for an organized method of sharing information. Our consultants are also available by cell phone or e-mail at any point during the search.
- We establish "milestones" at the outset of the recruiting assignment and share them with the client contacts. We use these dates as a benchmark and make adjustments if necessary throughout the process. This creates a schedule for everyone to adhere to so that expectations are defined, and the process moves forward smoothly.
- We use the project management features of our proprietary database to track our performance and progress on the assignment. This can also be used to create status reports to be submitted to the client on a regular basis, as requested, and it is also used to track documents related to the assignments. This creates a single point of information, which is accessible by all employees of Helbling & Associates, Inc.



F. Proposed Technical Approach

Following is an overview of Helbling & Associates, Inc.'s search process, which has been refined to ensure that it is systematic, thorough, and efficient. Because each search assignment is unique, we will tailor the general steps of this process to meet the specific needs and requirements of the Authority. We interpret our role as being the facilitator of all activities, with the ultimate goal of providing the Authority with a selection of the most suitable candidates for the positions within our area of expertise for which we are engaged to provide executive search services. It is our responsibility to perform our due diligence, considering, approaching and attracting a variety of individuals; educating the Authority on available candidates and what each would offer; and ultimately enabling Authority representatives to make an informed decision that will result in the hiring of an individual who will make a positive impact on the organization in his or her designated role. Throughout the search process, we will maintain direct and frequent dialogue with the Authority, and we ask that the Authority representatives reciprocate, as it will help the assignment to progress, will allow for redirection if necessary due to changing conditions, and will provide a basis for Helbling & Associates, Inc. and the Authority to openly discuss how to navigate through any issues that are encountered.

PHASE ONE: Client Orientation & Search Definition

- **Client Orientation** – Ideally, Helbling & Associates, Inc.'s process begins with a personal meeting to further understand the Authority, including the organizational culture, long- and short-term objectives, and known and potential issues surrounding the search assignment. This thorough understanding provides a solid foundation, allowing us to discuss and develop a strategy that addresses the organization's needs.

- **Definition of Search Parameters and Strategy Development** – Working collaboratively with the Authority representatives, we review and clarify the position description, defining "key competencies" and "ideal criteria", which will serve as the measures by which both Helbling & Associates, Inc. and the Authority will evaluate potential candidates. Specific items to discuss include:
 - day-to-day duties for the position
 - why the position is open
 - expectations of the position
 - challenges that the individual will be facing
 - opportunities that will be associated with this role
 - qualifications that would be ideal for the selected individual
 - how this position interacts with other departments and employees of CSUS
 - breakdown of the individuals that will report to this position according to title
 - intangible skills that the individual should possess, e.g. political savvy, diplomacy, etc.

Keeping your goals and parameters in focus, we confer with you to create a customized and comprehensive strategy to identify and attract qualified candidates, discussing resources, geographic range, compensation level, and how the opportunity will be presented in the marketplace.

F. Proposed Technical Approach (continued)

As part of this phase, we develop a list of organizations to target that would likely have potential candidates to fulfill the open role. Targeting individuals within the region surrounding the Authority is advantageous because it reduces most costs and issues related to relocating an individual from an outside location. However, depending on the role to be filled, and the availability of talent in the local area, we may at times suggest expanding the search on a broader regional or national basis in order to produce a sufficient slate of highly qualified candidates.

Additionally, during this phase we will discuss a desired and agreed upon timeline for activities and significant search milestones, and outline a schedule for providing feedback and maintaining regular communication with the appropriate Authority contacts.

PHASE TWO: Strategic Research and Evaluation

- **Candidate Identification** – Helbling & Associates, Inc. conducts targeted research within the outlined organizations, gathering new intelligence, using our industry relationships, and referencing information within our proprietary database of more than 200,000 individuals related to the areas of facilities, construction, real estate and engineering. The result of this thorough information-gathering is a preliminary list of diverse professionals to be directly recruited or contacted for referrals. At this stage, the key is to determine those individuals within the respective organizations that have the responsibility that is essential to the open role, while meeting the minimum requirements identified when reviewing and finalizing the position description during Phase One.
- **Candidate Recruitment & Evaluation** – Because many of the best candidates are not actively seeking new employment, it is critical that Helbling & Associates, Inc.'s consultants gain the trust and respect of candidates at this stage of the process. Our credibility and knowledge of the industry and the New York marketplace enhances our ability to attract these candidates by discussing the benefits and opportunities that the Authority provides in comparison to those available with their current employers. Our consultants will be responsible for vetting the potential candidates through an intensive and detailed evaluation process that is aligned with the criteria established in Phase One. Through phone interviews, our consultants will be learning about each individual's abilities, education, experience, and personal motivations, strengths, weaknesses, and management style. While technical skills are important, the right cultural fit is crucial and significantly impacts the placed individual's long-term success. Our consultants will be isolating the specific experiences and characteristics of each candidate in order to bring the most qualified and promising individuals to the forefront.

F. Proposed Technical Approach (continued)

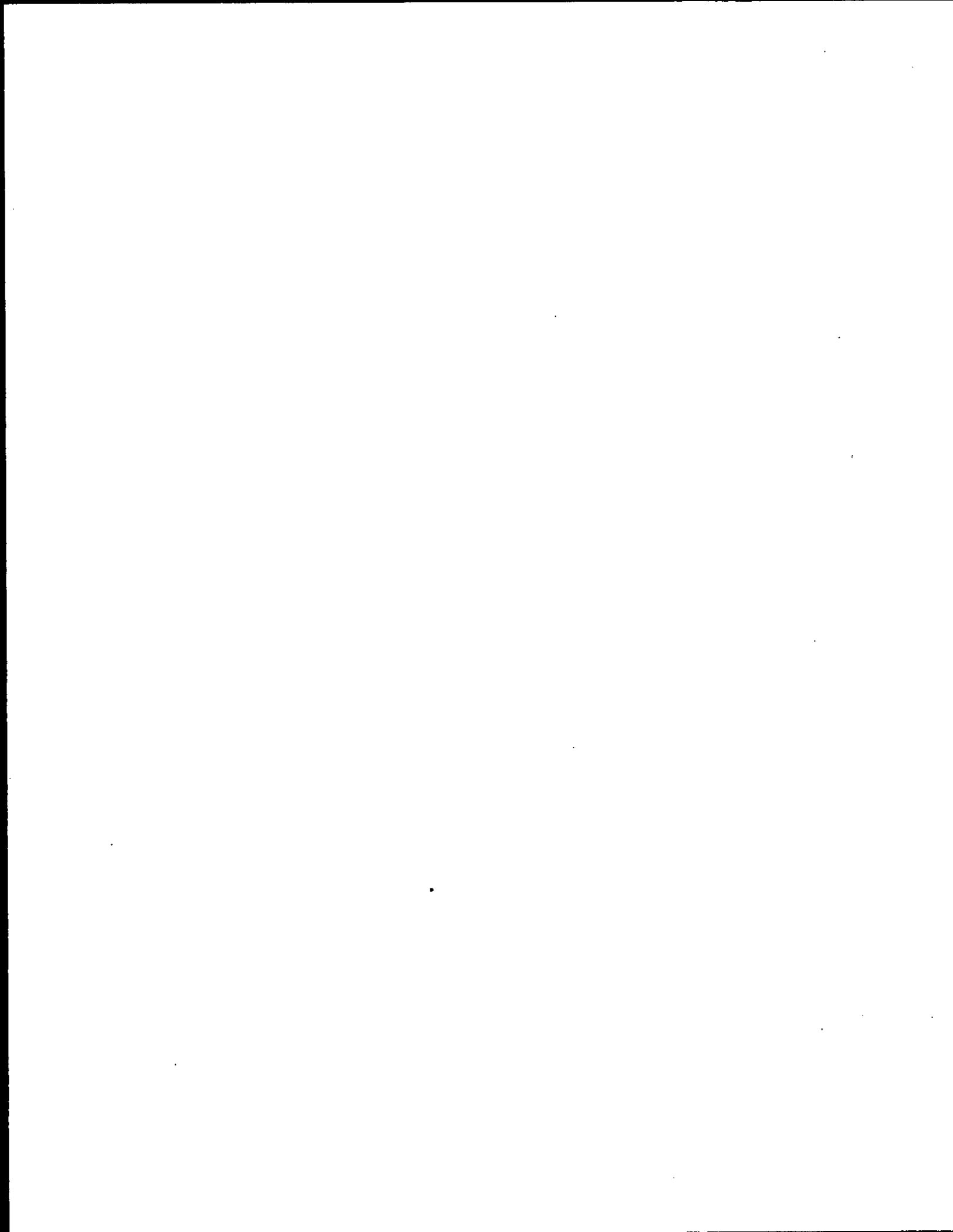
PHASE THREE: Candidate Selection, Negotiations and Integration

- **Interviews and Compensation Negotiations** – As we evaluate candidates, we present a long-list of prospects, sharing resumes and any other pertinent materials, presenting consultant comments that provide insight into the intangibles of each candidate, and with the Authority representatives, determine the individuals to be interviewed. We coordinate all meetings, make necessary travel arrangements, and help to prepare the Authority representatives for all interviews, which may involve developing appropriate questions to ensure consistency throughout the interview process. With approval, our consultants would conduct a first round of face-to-face interviews to further assess the candidates prior to scheduling meetings with the Authority. Following the first interviews, we provide feedback to all parties (client members and candidates), and work with the Authority to produce a short-list of candidates who will be further assessed.

As the short-list of candidates is vetted to determine the finalist candidates, our consultants conduct extensive reference checks as subsequent rounds of interviews take place. We speak with a number of individuals to garner information from various angles in order to present the most comprehensive references possible for each finalist. Once acquired, written summaries of the references are presented to the Authority for review. When appropriate, we will also conduct thorough civil litigation and criminal background searches on candidates, as requested by the Authority.

When the Authority is prepared to extend an offer to the selected finalist, Helbling & Associates, Inc. consults with you to assemble and present an appropriate compensation package.

- **Integration & Follow Through** – To assure mutual satisfaction, Helbling & Associates, Inc. maintains frequent communication with the Authority and the successful candidate following the completion of the search. We are committed to ensuring that the integration of the newly hired professional progresses smoothly, that both parties' expectations are met, and that goals continue to be achieved. Additionally, our consultants will provide notification to those candidates who are no longer under consideration at the appropriate time during the search or at its completion.



G. Detailed Cost Information

Helbling & Associates, Inc. works on a retained basis and our standard fee for each search is **one-third (33.3%)** of the successful candidate's first-year's annual salary.

Schedule of Fees

Our fee will be requested in three installments, in accordance with Paragraph 8A of the Authority Standard Agreement.

- (1) a non-refundable first payment (retainer) of one-third of the Estimated Fee will be invoiced upon receipt of authorization from the Director to proceed, at the time the agreement is signed and the search is initiated.
- (2) a second payment of one-third of the Estimated Fee will be invoiced 60 days after receipt by the Authority of the first invoice.
- (3) the third payment is invoiced when the selected candidate begins employment ("at the time of hire"), and will be based upon the selected individual's actual first year's annual salary.

As an example, if the estimated compensation for the desired candidate is \$135,000, our Estimated Fee would be \$45,000. Based on this example, the first and second payments would each be \$15,000. The balance, based upon the actual first year's annual salary offered to the selected candidate, would be billed upon the hiring of the individual.

Out-of-pocket Expenses

Additional associated out-of-pocket search expenses, which would be invoiced to coincide with each of the three fee payments outlined above, may include the following:

- **Helbling & Associates, Inc. Travel Expenses:** We will bill the Authority for any approved travel expenses incurred in connection with the evaluation and interviewing of candidates or in meeting representatives of the Authority. Such costs may include airfare, hotel, car rental, meals, parking, tolls, etc.
- **Candidate Travel Expenses:** The Authority will be responsible for reimbursement of any necessary candidate travel expenses (for candidates who do not live within the local area).
- **Advertising Costs:** If the Authority requests that a position be advertised, associated costs will be assumed by the Authority.
- **Background Check / Credit Check Costs:** If requested, such costs will be assumed by the Authority.

It should be noted that we would request approval prior to making any travel arrangements or incurring any other additional expenses, we provide receipts and documentation for all expenses, and we do not mark-up expenses. We will also adhere to any policies that the Authority has related to travel expenses for both Helbling & Associates, Inc. consultants' travel and for candidates' travel.

H. A Complete List of Our Firm's Affiliates

Helbling & Associates, Inc. does not have any affiliates.

I. Statement Regarding Possible Conflict of Interest

Helbling & Associates, Inc. and its employees do not have any possible conflicts of interest.

J. Exceptions to the Authority Standard Agreement

Helbling & Associates, Inc. does not have any exceptions to the Authority Standard Agreement.