



# Commonwealth of Pennsylvania

Date: **January 20, 2009**  
Subject: **RFP Language Changes**  
Solicitation Number: **4400003124**  
Opening Date/Time: **Wednesday, February 4, 2009, 2:00 P.M.**  
Addendum Number: **4**

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To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes:*

1. Appendix G term of contract has been revised.
2. Questions/Answers are being posted that were received relative to the RFP.
3. BMWBO requirement – Be aware that because of the nature of the RFP, only percentages (%'s) are required to be provided as the DB portion of your proposal. No dollar commitments are required for the qualification process.
4. Clarification: Once suppliers are qualified, a multiple award contract will be issued. Participating entities will establish Best Value Criteria for which to award a purchase order to from responding suppliers. This Best Value Criteria will be based on the response, specific db commitment and price.
5. The contact person has been changed to Jan Braxton at 717-703-2943 or [jabraxton@state.pa.us](mailto:jabraxton@state.pa.us)

## **For electronic solicitation responses via the SRM portal:**

- 
- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
  - To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
  - Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

## **For solicitations where a "hard copy" (vs. electronic) response is requested:**

- 
- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
  - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:



# Commonwealth of Pennsylvania

Riccardo Ayler, Department of General Services  
Forum Place, 6<sup>th</sup> Floor, Bid Room  
555 Walnut Street  
Harrisburg, PA 17101-1914

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: **Jan Braxton**  
Title: Associate Commodity Manager  
Phone: 717-703-2943  
Email: [jabraxton@state.pa.us](mailto:jabraxton@state.pa.us)

# Memorandum



TO: Roxanna Dietz, Director  
Commodity Management

FROM: Stephen A. Hunter, CPPO  
Administrator, Procurement Services

SUBJECT: Intent to Participate

DATE: January 15, 2009

## I. PURPOSE

This memorandum shall serve as notice to the Commonwealth of Pennsylvania ("the Commonwealth") that the Ohio Department of Administrative Services ("ODAS") through the General Services Division, Office of Procurement Services ("OPS"), intends to participate in the contract for an Independent Monitor. This contract will result from solicitation number 440003124 ("RFP") issued by the Commonwealth with the subsequent contract to become effective upon award by the Commonwealth.

ODAS understands that the resulting Contract is a cooperative contract established by the Commonwealth and is available to any state eligible to participate in a cooperative agreement. Section 125.022 of the Ohio Revised Code permits ODAS to participate in such cooperative contracts established by any governmental entity.

ODAS understands that the purpose of the RFP is to establish a contract for an Independent Monitor (IM) to conduct investigations on complaints filed regarding contractors who are using sweatshops to produce goods or services. Specific goods and services identified include, but are not limited to: clothing, uniforms, uniform rental, laundering and footwear.

Recently, Ohio Governor Ted Strickland issued Executive Order 2008-21S advising that no state of Ohio agency is to do business with any supplier using sweatshops to produce goods or services. The Executive Order further requires all state agencies to include terms and conditions in their bidding documents that prohibit doing business with any supplier using sweatshops to produce goods or services. In the event that someone reports violations on purchases made from ODAS contracts, ODAS will contract the services of the IM listed on the Commonwealth's Contract to conduct investigations of the alleged violations.

# Memorandum



## II. EFFECTIVE DATES OF THIS INTENT TO PARTICIPATE

This agreement shall remain in effect until the term of the Contract, established by the Commonwealth ends, or the Commonwealth terminates the Contract pursuant to terms of the Contract.

## III. SCOPE OF THE CONTRACT

The Commonwealth of Pennsylvania is the lead state in developing this multi-state cooperative contract for the following service:

Sweatshop Free Independent Monitoring Contract: The IM(s) shall conduct comprehensive complaints-based investigations rather than comprehensive monitoring of the entire factory-base. The goal shall be rectifying worker rights violations. The Commonwealth and/or participating entities reserve the right to monitor factories as deemed necessary to fulfill the Sweatshop Free procurement requirements.

This is a permissive contract and there is no administrative fee assessed to a participating entity when using the Contract.

The Commonwealth understands and agrees that ODAS may permit any member of the ODAS Cooperative Purchasing Program to use this contract for the purposes set forth herein. The ODAS Cooperative Purchasing Program membership includes, but is not limited to: counties, cities, villages, townships, political subdivisions, institutions of higher education or any other entity as described in Section 125.04 of the Ohio Revised Code.

## IV. TERM OF THE CONTRACT

The initial contract will commence upon award by the Commonwealth and will expire May 31, 2012. The Commonwealth will have the option to renew the Contract, in one year (1) increments, for a period not to exceed two (2) years.

## V. SOLICITATION AND CONTRACT DEVELOPMENT

The solicitation and contract development will be in accordance with the legal processes of the Commonwealth. The solicitation permits best value and multiple awards. The Evaluation Committee will select for contract negotiation all responsive and responsible Offerors who achieve a total score for the technical submittal of the proposal greater than or equal to 70% of the total technical points available for this RFP. ODAS understands that the Commonwealth invited a representative(s) from ODAS, Office of Procurement Services to serve on the Committee and ODAS agrees to all requirements for confidentiality as required by the Commonwealth.

# Memorandum



The Committee may select a contractor from the Offerors awarded contracts based upon best value or return on investment when services are needed. Under this process, multiple service providers are pre-qualified to provide Independent Monitoring services. When the Commonwealth or other eligible public entities require IM services, the Commonwealth of the public entity will request quotes from the list of awarded Offerors and will select an awarded Offeror based on best value. The awarded Offeror selected by the Commonwealth or other public entity shall receive a purchase order to provide monitoring services. ODAS understands that it will be the responsibility of ODAS, any state agency or other public entity of the state of Ohio to pay for the services rendered either through its individual funding mechanisms or by other sources that may be established at a later date. ODAS further understands that upon issuance of a purchase order to the IM by any agency or public entity of the state of Ohio, creates a contract between the entity of the state of Ohio and the Commonwealth will not be responsible for said contract.

The Commonwealth understands that the ODAS will provide to the Commonwealth contract terms and conditions that are specific to the state of Ohio and that said contracts terms and conditions will become a part of this RFP and subsequent contract.

## VI. PARTIES TO THIS AGREEMENT

The Parties to this Agreement have affixed their signatures below in witness and in execution of this Intent to Participate, this 15<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
Roxana Dietz, Director  
Commonwealth of Pennsylvania  
Printed Name and Title

\_\_\_\_\_  
Hugh Quill, Director  
Department of Administrative Services  
Printed Name and Title

**REQUEST FOR PROPOSALS FOR**

**Sweatfree Independent Monitoring**

**ISSUING OFFICE**

Commonwealth of Pennsylvania  
Department of General Services  
Bureau of Procurement  
555 Walnut Street  
Forum Place, 6<sup>th</sup> Floor,  
Harrisburg, PA17105

**RFP NUMBER**  
**4400003124**

**DATE OF ISSUANCE**  
**December 2008**

**REQUEST FOR PROPOSALS FOR  
Sweatfree Independent Monitoring**

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## CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to <a href="mailto:rayler@state.pa.us">rayler@state.pa.us</a> .	Potential Offerors	01/02/09
Preproposal Conference— Forum Place 555 Walnut St, 6 <sup>th</sup> floor, Harrisburg, PA 17101- Conference Room 1	Issuing Office/Potential Offerors	01/13/09
Answers to Potential Offeror questions posted to the DGS website ( <a href="http://www.dgsweb.state.pa.us/RTA/Search.aspx">http://www.dgsweb.state.pa.us/RTA/Search.aspx</a> ) no later than this date.	Issuing Office	01/20/09
Please monitor website for all communications regarding the RFP.	Potential Offerors	<b>On Going</b>
Sealed proposal must be received by the Issuing Office at <b>Department of General Services, Bureau of Procurement, Forum Place, 6<sup>th</sup> floor, 555 Walnut Street, Harrisburg, PA 17101.</b>	Offerors	<b>02/04/09</b>



## PART I

### GENERAL INFORMATION

**I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the Department of General Service’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for Sweatfree Independent Monitoring Services.

**I-2. Issuing Office** The Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement (“Issuing Office”), in a multi-state purchasing agreement with Ohio and Oregon is issuing this Request for Proposal (RFP) to contract for Independent Monitoring Services. The Commonwealth is acting as the lead state. Specific information and requirements for the participating states of Ohio and Oregon are found in **Appendices G and H**, respectively. Other states and public entities may elect to participate in the contract resulting from this RFP in accordance with Sections I-30 and I-31 of this RFP. The sole point of contact in the Commonwealth for this RFP shall be Riccardo Ayler, 555 Walnut Street, Forum Place – 6<sup>th</sup> Floor, Harrisburg, PA 17101, [rayler@state.pa.us](mailto:rayler@state.pa.us), the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

**I-3. Scope.** This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

**I-4. Problem Statement** The Commonwealth seeks to establish a multiple award contract which will allow the Commonwealth and participating public entities to obtain independent monitoring services for specific projects. A more specific description of the required services is located in Part IV of this RFP. Additional detail is provided in **Part IV** of this RFP.

**I-5. Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a requirements contract, which establishes fixed, maximum rates containing the Standard Contract Terms and Conditions available at [http://www.dgsweb.state.pa.us/comod/CurrentForms/GSPUR12F\\_SAP.doc](http://www.dgsweb.state.pa.us/comod/CurrentForms/GSPUR12F_SAP.doc). The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

**I-6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

**I-7. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-8. Preproposal Conference.** The Issuing Office will hold a preproposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to individuals per Offeror. The preproposal

conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Preproposal Conference is **optional**

**I-9. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP "RFP #4400003124 Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

**I-10. Addenda to the RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

**I-11. Response Date.** To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

**I-12. Proposals.** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **7 paper copies of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Disadvantaged Business Submittal**. In addition to the paper copies of the proposal, Offerors shall submit two **complete and exact** copies of the entire proposal (Technical, Cost and Disadvantaged Business Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth

consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix D to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

**I-13. Disadvantaged Business Information** The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- a. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
- b. United States Small Business Administration-certified small disadvantaged businesses or 8(a) small disadvantaged business concerns.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as "socially disadvantaged," the offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services  
Bureau of Minority and Women Business Opportunities

Room 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [gs-bmwbo@state.pa.us](mailto:gs-bmwbo@state.pa.us)  
Website: [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

A database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx>. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

**I-14. Information Concerning Small Businesses in Enterprise Zones** The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in *Designated Enterprise Zones*. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartorie  
Center for Community Building  
PA Department of Community and Economic Development  
4<sup>th</sup> Floor, Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120-0225  
Phone: (717) 720-7409  
Fax: (717) 787-4088  
Email: [akartorie@state.pa.us](mailto:akartorie@state.pa.us)

**I-15. Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP

**I-16. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

**I-17. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

**I-18. Prime Contractor Responsibilities.** The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

**I-19. Proposal Contents.**

a. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c.(2) below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes commencing January 1, 2009.

b. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

c. Public Disclosure. Public records requests for proposals are governed by and shall be handled in the following manner:

(1) Public records requests received prior to January 1, 2009, are subject to the Right to Know Act, 65 P.S. §§ 66.1 – 66.9, and Section 106 (b) of the Commonwealth Procurement Code, 62 Pa.C.S. §106(b), which do not expressly exempt confidential proprietary information or trade secrets contained in proposals from disclosure. Unsuccessful proposals and financial capability information submitted in response to Part II, Section II-7 of this RFP are exempt from public records disclosure under 62 Pa.C.S. § 106(b) until January 1, 2009.

(2) After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq., commencing January 1, 2009. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests made commencing January 1, 2009. Financial capability information submitted in response to Part II, Section II-7 of this

RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26) commencing January 1, 2009.

**I-20. Best and Final Offers.** The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following:

- i) Enter into pre-selection negotiations, including the use of an online auction;
- ii) Schedule oral presentations; and
- iii) Request revised proposals.

The Issuing Office will limit any discussions to responsible Offerors (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in **Part III, Section III-4**, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through negotiations, including the online auction.

**I-21. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

**I-22. Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror’s proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror’s proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

**I-23. Debriefing Conferences.** Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror’s proposal in relation to all other Offeror proposals. An Offeror’s exercise of the opportunity to be debriefed does not constitute the filing of a protest.

**I-24. Issuing Office Participation.** Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-24**.

**I-25. Term of Contract.** The term of the contract will commence on the Effective Date and will end **May 31, 2012, with the option to renew for two (2) additional one-year terms.** The Issuing Office

**I-26. Method of Award.** For purposes of this RFP, it is the intent of the Commonwealth to make a multiple award. The Commonwealth will select for contract negotiation all responsive and responsible Offerors who achieve a total score for the technical submittal of the proposal greater than or equal to 70% of the total technical points available for this RFP. The Commonwealth may select a contractor from the Offerors awarded contracts based upon best value or return on investment when services are needed.

Under this process, multiple service suppliers are pre-qualified to provide Independent Monitoring services. When services are needed, the Commonwealth or other public entities will request quotes from the list of awarded Offerors and will select an awarded Offeror based on best value. The awarded Offeror selected by the Commonwealth or other public entity shall receive a Purchase Order to provide monitoring services.

**I-27 Open Enrollment Periods.** The Commonwealth will have an open enrollment period two (2) times a year. Interested independent monitoring service providers may seek to be added as a qualified service provider during the open enrollment period. These enrollments will be posted to the DGS website with all relative documentation. Open Enrollments may be added or canceled at the discretion of the Department of General Services.

In order to be considered, the provider must submit their proposal to ensure receipt by the Commonwealth on or BEFORE 1:30 p.m. (EST) on the first Commonwealth business day for the months of March and September. Providers must submit bids to the Department of General Services, Bureau of Procurement, Health & Human Services, 6th Floor, 555 Walnut Street, Harrisburg, PA 17101-1914.

**I-28 Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- a. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- c. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

- d. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- h. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- j. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

**I-29 Notification of Selection.** The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

**I-30 RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at <http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc> A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting



Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

## **I-31 COSTARS PROGRAM**

**COSTARS Purchasers.** Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Purchasers”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

A. Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit **only** to DGS-registered COSTARS members to make COSTARS purchases from this Contract.

1. A “local public procurement unit” is:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.

B. COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

- C. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.
- D. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter’s Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
  - 1. Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to [GSPACostars@state.pa.us](mailto:GSPACostars@state.pa.us) or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6<sup>th</sup> Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS’s written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.
  - 2. The Contractor shall include on each report the Contractor’s name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.
  - 3. DGS may suspend the Contractor’s participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- F. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at <http://www.dgsweb.state.pa.us/COSTARSReg/RegForm.aspx>.
  - 1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <http://www.dgsweb.state.pa.us/COSTARSReg/RegForm.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
  - 2. Direct all questions concerning the COSTARS Program to:  
Department of General Services  
COSTARS Program

555 Walnut Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17101  
Telephone: 1-866-768-7827  
E-mail [GS-PA Costars@state.pa.us](mailto:GS-PA Costars@state.pa.us)

### **I-32 Participating Addendum with an External Procurement Activity.**

Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

a. **Definitions.** The following words and phrases have the meanings set forth in this subsection a of **Part I, Section I-32**:

1) *External procurement activity*: The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. §1901]. An agency of the United States is an external procurement activity.”

2) *Participating addendum*: A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.

3) *Public procurement unit*: The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

4) *Purchasing agency*: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

b. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

c. **Additional Terms.**

- 1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- 2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.

- 3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- 4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

d. **Prices.**

1) **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:

- a) State and local taxes;
- b) Unemployment and workers compensation fees;
- c) E-commerce transaction fees; and
- d) Costs associated with additional terms, established pursuant to this **Part I, Section I-32.**

2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

e. **Usage Reports on External Procurement Activities.** The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

f. **Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

## PART II

### PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

- a. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8**;
- b. Disadvantaged Business Submittal, in response to RFP **Part II, Section II-9**; and
- c. Cost Submittal, in response to RFP **Part II, Section II-10**.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

**II-1. Statement of the Problem.** State in succinct terms your understanding of the problem presented or the service required by this RFP.

**II-2. Management Summary.** Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

**II-3. Work Plan.** Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

- a. Describe your monitoring process and procedures as well as timelines for completing such monitoring. Provide clearly written criteria and guidelines for evaluation of factory compliance with the code of conduct. The minimum components of monitoring are: gathering external information; worker interviews; management interviews; capacity review; records review; visual inspection; and analysis and reporting.
- b. Describe your Benchmarks to make reasonable judgments about compliance with the Code of Conduct. The provisions monitor non-compliance, such as: forced labor; child

- c. Describe your relationships with labor, human rights, or other local institutions relevant to this effort.
- d. Disclose any contracts with companies or other parties that would create a conflict of interest.

**II-4. Prior Experience.** Include experience as an independent monitor and expertise in local language and culture, local laws and regulation, health and safety standards, international labor conventions and factory monitoring methodology. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

**II-5. Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel include the employee's name and, through a resume or similar document, the Project personnel's education and experience in monitoring strategies, language and cultural experience, and knowledge of applicable laws and Health & Safety Standards. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

**II-6. Training.** If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

**II-7. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. Financial documents such as audited financial statements or recent tax returns will be acceptable to the Commonwealth.

**II-8. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix A or to other provisions of the RFP as specifically identified above**.

## **II-9. Disadvantaged Business Submittal.**

### **a. Disadvantaged Business Information.**

- i) To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:
  - 1) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.
  - 2) Small Disadvantaged Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the *Small Business Act* (15 U.S.C. § 636(a)) as an 8(a) or small disadvantaged business must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
  - 3) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or small disadvantaged business, must attest to the fact that the business has 100 or fewer employees.
  - 4) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
- ii) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:
  - 1) Be rooted in treatment that the business person has experienced in American society, not in other countries.

- 2) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
- 3) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

iii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

- 1) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business.
- 2) The business name, address, name and telephone number of the primary contact person for each Small Disadvantaged Business included in the proposal. The Offeror must specify each Small Disadvantaged Business to which it is making commitments. The Offeror will not receive credit for stating that it will find a Small Disadvantaged Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
- 3) The specific work, goods or services each Small Disadvantaged Business will perform or provide.
- 4) The estimated dollar value of the contract to each Small Disadvantaged Business.
- 5) Of the estimated dollar value of the contract to each Small Disadvantaged Business, the percent of the total value of services or products purchased or subcontracted that will be provided by the Small Disadvantaged Business directly.
- 6) The location where each Small Disadvantaged Business will perform these services.
- 7) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
- 8) The amount of capital, if any, each Small Disadvantaged Business will be expected to provide.
- 9) The form and amount of compensation each Small Disadvantaged Business will receive.
- 10) For a joint venture agreement, a copy of the agreement, signed by all parties.



- 11) For a subcontract, a signed subcontract or letter of intent.
- iv) The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
- v) The Offeror must include the dollar value of the commitment to each Small Disadvantaged Business in the same sealed envelope with its Disadvantaged Business Submittal. The following will become a contractual obligation once the contract is fully executed:
  - 1) The amount of the selected Offeror's Disadvantaged Business commitment;
  - 2) The name of each Small Disadvantaged Business; and
  - 3) The services each Small Disadvantaged Business will provide, including the timeframe for performing the services.
- vi) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
- vii) An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

**b. Enterprise Zone Small Business Participation.**

- i) To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
  - 1) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
  - 2) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
  - 3) Proof of United States citizenship of the owners of the business.
  - 4) Certification that the business employs 100 or fewer employees.
  - 5) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or

- 6) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
- ii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
- 1) The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
  - 2) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
  - 3) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
  - 4) The estimated dollar value of the contract to each Enterprise Zone Small Business.
  - 5) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
  - 6) The location where each Enterprise Zone Small Business will perform these services.
  - 7) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
  - 8) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
  - 9) The form and amount of compensation each Enterprise Zone Small Business will receive.
  - 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
  - 11) For a subcontract, a signed subcontract or letter of intent.

- iii) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:
  - 1) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
  - 2) The name of each Enterprise Zone Small Business; and
  - 3) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

**II-10. Cost Submittal.** The information requested in this **Part II, Section II-10** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be broken down into the following components: **A cost worksheet is provided as APPENDIX E by region and type of task, positions, billing hours, and hourly rate. Complete and submit APPENDIX E as your cost submittal.** Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

**The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.**

**II-11. Domestic Workforce Utilization Certification.** Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix B** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Cost Submittal.

**II-12. COSTARS Program Questionnaire.** Complete and sign the questionnaire regarding the COSTARS program contained in Appendix C of this RFP. Submit the signed questionnaire in the same sealed envelope with the Technical Submittal.

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must be:

- a. Timely received from an Offeror;
- b. Properly signed by the Offeror.

**III-2. Technical Nonconforming Proposals.** The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror's proposal.

**III-3. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors. The Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

**III-4. Criteria for Selection.** The following criteria will be used in evaluating each proposal. In order for a proposal to be considered for selection for best and final offers or selection for contract negotiations, the total score for the technical submittal of the proposal must be greater than or equal to 70% of the highest scoring technical submittal.

- a. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **80** % of the total points. Evaluation will be based upon the following in order of importance:
  - i. **Offeror Qualifications**
  - ii. **Understanding the Problem and Soundness of Approach**
  - iii. **Personnel Qualifications**
  - iv. **Available Resources**
- b. **Cost:** The cost for the RFP will not be weighted; therefore, the Issuing Office has established the weight for the Cost criterion for this RFP as **0** % of the total points.
- c. **Disadvantaged Business Participation** BMWBO has established the weight for the Disadvantaged Business Participation criterion for this RFP as **20** % of the total points. Evaluation will be based upon the following in order of priority:

**Priority Rank 1**                      Proposals      submitted      by      Small  
Disadvantaged Businesses.

<b>Priority Rank 2</b>	Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
<b>Priority Rank 3</b>	Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
<b>Priority Rank 4</b>	Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking

To the extent that an Offeror qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than **40%** of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

- d. **Enterprise Zone Small Business Participation** In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The following options will be considered as part of the final criteria for selection:

<b>Priority Rank 1</b>	Proposals submitted by an Enterprise Zone Small Business will receive three bonus points for this criterion.
<b>Priority Rank 2</b>	Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two bonus points for this criterion.
<b>Priority Rank 3</b>	Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the one bonus point for this criterion.
<b>Priority Rank 4</b>	Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

- e. **Domestic Workforce Utilization** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum bonus points for this criterion is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Cost Submittal. The certification will be included as a contractual obligation when the contract is executed.

## PART IV

### WORK STATEMENT

Commonwealth Executive Order 2004-4 Anti-Sweatshop Procurement Policy prohibits Commonwealth Agencies from entering into procurement contracts for apparel and laundry services with companies that employ workers in sweatshop conditions. The sweatfree procurement policy requires all vendors to certify that their products and services are produced consistent with sweatfree policies where workers are protected by laws and, at a minimum, core labor rights defined by the International Labor Organization.

The Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement, in a multi-state purchasing agreement with Ohio and Oregon is issuing this Request for Proposal (RFP) to contract for Independent Monitoring Services. Participating States may add language establishing dollar requirements, require permissive or mandatory use of the contract for their respective State, or other criteria required by each State dependent upon their statutes, policies and procedures or as mandated by each State Purchasing/Procurement Director as outlined in their individual "Participating Addendum".

The services will be required on an as-needed basis by various government and state agencies throughout the Commonwealth of Pennsylvania, Ohio and Oregon and other states that may elect to participate in the resulting contract.

#### **Definitions:**

- A. **"Commonwealth"** means the Commonwealth of Pennsylvania, for itself and as the lead state in a multi-state cooperative.
- B. **"State and Local Government"** means public entity.
- C. **"State and Local Government Proposed Sweatfree Code of Conduct"** is Code of Conduct, as defined in Attachment "A" hereto.
- D. **"Independent Monitor (IM)"** means a supplier with expertise in monitoring factory working conditions that is not owned or controlled in whole or in part by, nor obtains any revenue from, any Contractor, Subcontractor, Production Facility, or any other entity that derives its primary income from the sale of any product or service covered by the sweatfree code of conduct.
- E. **"Production facility"** means the facility that manufactures (including cutting and assembly by weaving, sewing, knitting or felting), finishes, applies marks, warehouses, launders, or engages in any other processes that contribute significantly to the finished apparel and other products.
- F. **"Worker" or "employee"** means those workers or employees engaged in the production of goods or services covered by the sweatfree code of conduct,
- G. **"Contractor" "Vendor" or "Supplier"** means a person or entity that provides apparel, footwear, or textiles, and/or rental and/or laundering of such goods or services.
- H. **"Subcontractor", "Sub-vendor" or "Sub-Supplier"** means a person, partnership, corporation or other entity that enters into a contract with a contractor or another subcontractor for provision of all or some of the goods and services covered by the applicable contract.

## **IV-1. Objectives**

The IM(s) will assist participating public entities in evaluating compliance of “contractor”, as described above and its sources of supply with the **“State and Local Government Sweatfree Code of Conduct” (“Code of Conduct” – Attachment A)** and/or applicable state statutes by providing information on working conditions in factories supplying the contractor and recommending steps of remediation as necessary. Individual public entities retain full autonomy to make their own decisions on a course of action vis-à-vis their contractors.

During the term of this contract, and as requested by the Commonwealth or public entity, the IM will provide the services outlined in this RFP on an as-requested basis.

- A. **General:** To ensure that contractors providing goods and services to the Commonwealth or participating public entities are providing goods and services that are produced in Sweatfree environments.
- B. **Specific:** Investigations of factory conditions shall be independent and professional. The monitoring requirements may include, but not be limited to: monitoring whether factories supplying the contractors and sub-contractors are complying with all appropriate laws concerning wages, workplace safety, rights to association and assembly and nondiscrimination standards, as well as appropriate federal laws, national building and fire laws, and core conventions of the International Labor Organization (ILO).

## **IV-2 Nature and Scope of the Project.**

The IM(s) shall conduct complaints-based investigations rather than comprehensive monitoring of the entire factory-base. The goal shall be rectifying worker rights violations. The Commonwealth and participating entities reserve the right to monitor factories as deemed necessary to fulfill the Sweatfree procurement requirements.

## **IV-3 Requirements.**

The IM(s) shall have full responsibility for investigations and ensure full responsibility for an unbiased investigation. The IM(s) shall have no relationship with the factory under investigation. The monitoring organization shall be independent in the sense that it shall not be owned or controlled in whole or in part by, nor shall it obtain any revenue from, any supplier, manufacturer, contractor, or subcontractor.

- a. The monitoring methodology shall be based on the following principles: Unannounced factory visits; full access to factories; cooperation with local organizations that have the trust of workers to conduct worker interviews and other aspects of the investigation; confidential and thorough worker interviews in the local language without managers and supervisors present and in settings that allow free dialogue.
- b. The staff of the IM(s) shall maintain absolute integrity and truthfulness throughout the investigation process.
- c. The IM(s) shall work with worker-allied groups, such as non-governmental organizations, unions, and other organizations with knowledge of working conditions, sound relationships with workers, and demonstrated commitment to the needs and sensitivities of workers in a given situation.

The IM(s) shall have staff with expertise in local language and culture, local laws and regulations, health and safety standards, international labor conventions, and factory monitoring methodology.

The IM(s) will inform the Commonwealth or participating public entity of any violations of the Code of Conduct including, but not limited, to the following:

- 1. Failure to comply with the requirements of the Code of Conduct
- 2. False certifications



3. Any retaliation or attempt to retaliate against employees who report alleged violations of this order or noncompliance with a contract
4. Any other violation of the Laws of the Commonwealth or participating entity

## **Emergency Preparedness**

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
  - employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
  - identified essential business functions and key employees (within your organization) necessary to carry them out
  - contingency plans for:
    - How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
    - How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
  - How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
  - How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

**Billing Requirements.** An awarded Offeror is required to establish separate billing accounts for each Purchase Order that it receives. Invoices shall be itemized with adequate detail as required by the Commonwealth or other public entity to verify validity of all charges and match the Purchase Order line items of the total cost of the monitoring services. In no instance shall any invoice be submitted for services that are not in accordance with the contract price.

## **IV-4 Tasks.**

1. **Acknowledgement of Complaint.** The Commonwealth or participating public entity will forward a complaint form (Representative Sample: Attachment B-Complaint Form) to IM. The IM should confirm receipt to the sender within 3 business days of complaint receipt.
2. **Complaint Based Investigation.**
  - a) The IM(s) shall conduct complaints-based investigations rather than comprehensive monitoring of the entire factory-base. The goal shall be rectifying worker rights violations. The Commonwealth and/or participating public entities reserve the right to monitor factories as deemed necessary to fulfill the Sweatfree procurement requirements against their current contracts.

- b) Investigatory reports, including findings of code of conduct violations and recommended corrective action, shall be provided to the Commonwealth or participating public entity requesting the investigation.

**3. Monitoring Tasks.** The Commonwealth or participating public entity has reserved the right to modify and/or expand the tasks and duties of the IM as investigation findings indicate a critical need is required to ensure Sweatfree compliance.

#### **IV- 5 Reports and Project Control.**

- a. **Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship. A cost estimate should be provided to the Commonwealth and/or all participating public entity where the contractor provides a product. IM should provide this task plan and cost estimate within 20 business days after acknowledgement of complaint. It will be the responsibilities of the IM to notify all public entities within 20 business days of a Contractor’s Complaint Based Investigation. This notification will inform all public entities about your responsibilities with the investigation.
- l. **Status Report.** A status report will be provided to the Commonwealth or participating public entity at a mutually agreeable schedule. The status report will cover activities, problems and recommendations that are keyed to the work plan the IM developed in its proposal, as amended or approved by the Commonwealth or participating public entity
- m. **Problem Identification Report.** An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale.

**Final Report.** The IM shall provide a final formal written and comprehensive report suitable for posting as matter of public record. The content of the final report shall include, but not be limited to the following:

- i) Abstract or summarize the result of the study or service in terminology that will be meaningful to management and others generally familiar with the subject areas.
- ii) Describe data collection and analytical and other techniques used during the study.
- iii) Summarize findings, conclusions and recommendations developed in each task.
- iv) Include all supporting documentation; e.g., flow-charts, forms, questionnaires, etc.
- v) Recommend a time-phased work plan for implementing the recommendations.
- vi) Summarize actions of contractors, subcontractors, and production facilities as appropriate.

#### **IV-6 Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation.**

All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or a similar type document containing the same information) and submit it to the Contracting Officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

**NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.**

**UN-OFFICIAL RESPONSES  
TO  
OFFEROR QUESTIONS**

Who	Question #	Subject	Offeror Question	Commonwealth Response:
DGS	1		Is there a specific compliant reporting mechanism envisioned or can this be part of the proposal?	Refer to: IV-4 Tasks. Acknowledgement of Complaint. The Commonwealth or participating public entity will forward a complaint form (Representative sample: Attachment B - Complaint Form) to IM. The Commonwealth will have a link to this form on our website for Complaints against PA contracts.
DGS	2		Will there be a database of all the factories involved in supplying the different governmental units?	No database is available, each state may be different.
DGS	3		Does the consortium envision a program of on-going audits to find and fix problems in addition to workers being able to report them?	Unable to answer questions for the consortium, only those relative the the RFP.
DGS	4		Would it be productive for us to present a comprehensive program in response to the RFP which might include worker education, worker reporting systems, remediation programs and, eventually, prevention training for both workers and management?	No
DGS	5	1.-5	"requirements contract" = ?	Requirements contract" indicates that Commonwealth agencies will procure their requirements for sweatfree monitoring services using the contract resulting from this RFP.
DGS	6	1-32 a. 1)	An agency of the United States is an external procurement activity." Does this mean federal government agencies can join the contract?	Yes, That is possible.
DGS	7	11 - 10.	Issuing Office will reimburse the selected Offeror..." Does this mean the IMs get paid only upon completion of the work?	The RFQ from a participating entity will establish deliverables and payment milestones.
DGS	8	1V-3	"The IM's shall have no association with Sweatfree Advocates to ensure an unbiased investigation." What does this mean... especially in light of IV-3 c. which calls for IMs to work with "worker-allied groups"?	See addendum for response. Some changes in wording is explained, but entire document was replaced.
DGS	9	1V-4 3.	"Monitoring Tasks" Is this section is intended as a catch-all to ensure needed flexibility during an investigation?	Yes.

**UN-OFFICIAL RESPONSES  
TO  
OFFEROR QUESTIONS**

DGS	10		Scenario: does this call for the bidders to invent fictional findings and recommendations based on the complaint against "Sweatshop Sports"? If so, did you consider and decide against bidders describing one or two actual scenarios, using fictional names only? Actual cases seem more useful for evaluative purposes.	See, 11-10 cost submitted language. Appendix E shall be submitted as the suppliers answer to the specific scenario in each region, cost information will be evaluated but not scored. This section provides for a scenario to be responded to in the proposal.
DGS	11		Who will do the worker outreach and education, informing them of the complaint process, to ensure that complaints that will trigger an investigation can be generated?	Each participating entity will have a complaint form available on their website to download.
DGS	12		What happens if a single complaint pertains to more than one public entity? Does the RFP allow for a joint investigatory process?	Lead State will notify all participants, No joint process is available at this time.
DGS	13		What mechanisms for coordination among states and municipal governments for the sake of resource pooling and enhancing the effectiveness of investigation and remediation projects does the Commonwealth envision for this RFP? We believe the "consortium would be the obvious vehicle for this. In what ways will this project/contract work with the consortium? By consortium, I refer to the city and state SweatFree Consortium.	DGS will provide communication through email notification distribution system to notify all participating entities of information relative to the contract.
DGS 14			How will workers who do not speak English or Spanish and do not have access to the internet find out about their right to file complaints and about how to do <u>so</u> ; for <u>example - workers</u> in China, Indonesia, India and Bangladesh?	This Outreach is not included as part of this RFP. This would be up to each Participating Entity.
DGS	15		How will the RFP/proposal fit into the work of the consortium and vice versa?	Complementary to each other, but not contractually related
DGS	16		As more states are added to the consortium, how do you envision cost effective processes being set in place so that duplicative work does end up being done by the different states?	We will receive notification of all complaints + outcomes from all participatings states as the Lead state of the contract.
DGS	17		Is there an incumbent for this contract? If so, who?	No

**UN-OFFICIAL RESPONSES  
TO  
OFFEROR QUESTIONS**

DGS	18		Over the last five years, how many complaints have the respective states received that have resulted in investigations that would be covered under this RFP?	Unknown
DGS	19		Given that this will be a multiple award contract, how will selected companies be chosen to actually do the investigation?	States will quote to all qualified suppliers and award based on best value.
DGS	23		How will the CWOPA be advised of complaints & is it relative to where the uniform may show up or where the factory where the items are made?	The Commonwealth may be advised of complaints through various modes of communication. The complaint would be relative to the factory where the apparel was manufactured.
DGS	24		Proactive organizations issue- will it be limited to reactive rather than proactive?	Participating entities may chose to have reactive quoted through their specific RFQ request.
DGS	25		Is there a provision to uncover abuses where not normally found i.e. child abuse or forced pregnancy?	Participating entities may chose to have quoted through the RFQ request.
DGS	26		Is the outcomes made public by states or kept confidential?	The outcome is public information.
DGS	27		Is this a vehicle to notify cities?	PA public entities may participate utilizing CoStars.