

**Training Services ITQ
CONTRACT 4400008567**

REQUEST FOR QUOTATIONS FOR

Everyday Lives Conference Planning and Execution

ISSUING OFFICE

**Commonwealth of Pennsylvania
Department of Human Services
Bureau of Financial Operations
Division of Procurement and Contract Management
Room 402 Health and Welfare Building
625 Forster Street
Harrisburg, PA 17120**

RFQ NUMBER

6100043911

DATE OF ISSUANCE

October 6, 2017

This is a restricted solicitation under the Commonwealth's Training Services, Invitation to Qualify (ITQ), Contract # 4400008567. Only those contractors qualified in the following service category(s) under Contract # 4400008567 may submit a quote in response to this RFQ.

- **Conference Planning**

For more information about the Training Services ITQ, please click on the following link.

http://www.dgs.internet.state.pa.us/ITQ_Vendor/ITQData2.aspx?W=4400007410&WTS=1

**REQUEST FOR QUOTES FOR
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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 RA-PWRFQUESTIONS@PA.GOV	Contractors	October 11, 2017 2:00 PM EST
Answers to Potential Contractor questions posted to eMarketplace at http://www.emarketplace.state.pa.us/Search.aspx no later than this date.	DHS	October 16, 2017
Please monitor website for all communications regarding the RFQ.	Contractors	Ongoing
Sealed quote must be received by the Issuing Office at Commonwealth of Pennsylvania Department of Human Services Bureau of Financial Operations Division of Procurement & Contract Management Room 402 Health and Welfare Building 625 Forster Street Harrisburg, PA 17120	Contractors	October 20, 2017 2:00 PM EST

PART I

GENERAL INFORMATION

- I-1. Purpose.** This Request for Quotes (“RFQ”) provides to those interested in submitting quotes for the subject procurement (“Contractors”) sufficient information to enable them to prepare and submit quotes for the **Department of Human Service’s** (“Department” or “DHS”) consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Everyday Lives Conference planning services** (“Project”). This RFQ contains instructions governing the requested quotes, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Contractors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFQ.
- I-2. Issuing Office.** DHS Office of Administration, Bureau of Financial Operations, Division of Procurement and Contract Management (“Issuing Office”) has issued this RFQ on behalf of the Office of Developmental Programs (“ODP”). The sole point of contact in the Commonwealth for this RFQ shall be Michelle Smith, RA-PWRFOQUESTIONS@PA.GOV, the Project Officer for this RFQ. Please refer all inquiries to the Project Officer.
- I-3. Overview of Project.** ODP directs the statewide intellectual disabilities (“ID”) and autism service systems in Pennsylvania. DHS is seeking quotes from Contractors to plan and manage the Everyday Lives Conference. The primary purpose of this event is to provide training to ODP stakeholders including professionals, individuals and families. This project includes working with existing contractors regarding planning, logistics, implementation and documentation of the Everyday Lives conference. The selected Contractor will work with DHS and other contractors, as directed by ODP, to facilitate the success of the Everyday Lives Conference.
- I-4. Objectives.**
- A. General.** The objective of this procurement is to secure the services of a Contractor to plan and manage the statewide Everyday Lives Conference. This conference is designed to provide individuals with developmental disabilities, their families and the professionals who support them with resources and tools. They will focus on addressing real-life situations faced by individuals with an intellectual disability and/or autism and by those who work directly with them. The presenters will share strategies that are aligned with ODP’s priorities and exemplify best and most current practices developed in Pennsylvania and by nationally recognized experts. Each session will offer practical strategies and solutions that can improve the quality of life for Pennsylvanians with developmental disabilities and their families.
- The conference will be held on four (4) days, January 8th, 9th, 10th and 11th, 2018. The multi-day event will be in the Hershey, Pennsylvania area and will have approximate attendance of 200 on the first day, 750 on the second day and up to 2000 for the last two (2) days.
- A. Specific.** To achieve the general objective, the selected Contractor must collaborate with the Everyday Lives Conference Steering Committee and other contractors, as directed by ODP, to develop an event plan which will include:
1. Managing the planning, set-up and execution of the Everyday Lives Conference,
 2. Contracting with speakers approved by the Steering Committee, and Identifying and contracting with vendors

I-5. Pre-quote Conference. The Department will not conduct a pre-quote conference for this RFQ. If there are any questions, please forward them to the Project Officer in accordance with **Part I, Section I-6** of this RFQ.

I-6. Questions & Answers. If a Contractor has any questions regarding this RFQ, the Contractor must submit the questions by email (with the subject line **“RFQ 6100043911 Question”**) to the Project Officer named in **Part I, Section I-2** of this RFQ. If the Contractor has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Contractor shall not attempt to contact the Project Officer by any other means. The Department shall post the answers to the questions to eMarketplace at <http://www.emarketplace.state.pa.us/Search.aspx> on an ongoing basis until the deadline stated on the Calendar of Events.

A Contractor who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its quote will not be responsive or competitive because the Department is not able to respond before the quote receipt date or in sufficient time for the Contractor to prepare a responsive or competitive quote. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Project Officer *may* respond to questions of an administrative nature by directing the questioning Contractor to specific provisions in the RFQ. To the extent that the Department decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Contractors through an addendum.

All questions and responses as posted on the eMarketplace are considered as an addendum to, and part of, this RFQ in accordance with RFQ, **Part I, Section I-7** of this RFQ. Each Contractor shall be responsible to monitor eMarketplace for new or revised RFQ information. The Department shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFQ or formally issued as an addendum by the Department.

I-7. Addenda to the RFQ. If the Department deems it necessary to revise any part of this RFQ before the quote response date, the Department will post an addendum to eMarketplace at <http://www.emarketplace.state.pa.us/Search.aspx>. It is the Contractor’s responsibility to periodically check eMarketplace for any new information or addenda to the RFQ. Answers to the questions asked during the Questions & Answers period also will be posted to eMarketplace as addenda to the RFQ.

I-8. Electronic Version of RFQ. This RFQ is being made available by electronic means. The Contractor acknowledges and accepts full responsibility to ensure that no changes are made to the RFQ. In the event of a conflict between a version of the RFQ in the Contractor's possession and Department’s version of the RFQ, the Department’s version shall govern.

I-9. Response Date. To be considered for selection, hard copies of quotes must arrive at the Issuing Office on or before the time and date specified in the RFQ Calendar of Events. The Department will **not** accept quotes via email or facsimile transmission. Contractors who send quotes by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their quotes. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which quotes are to be returned is closed on the quote 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 Contractor. The hour for submission of quotes shall remain the same. The Department will reject unopened, any late quotes.

I-10. Incurring Costs. The Department is not liable for any costs the Contractor incurs in preparation and submission of its quote, in participating in the RFQ process or in anticipation of receipt of the purchase order.

I-11. Quote Requirements.

A. Quote Submission: To be considered, Contractor should submit a complete response to this RFQ to the Issuing Office, using the format provided in **Section 1-11B**, providing **six (6) paper copies [one marked “ORIGINAL”] of the Technical Submittal and two (2) paper copies of the Cost Submittal and two (2) paper copies of the Small Diverse Business and Small Business (“SDB/SB”) Participation Submittal and related Letter(s) of Intent.** In addition to the paper copies of the quote, Contractor shall submit **two (2) complete and exact** copies of the entire quote (Technical, Cost and SDB/SB 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 Contractor may not lock or protect any cells or tabs. Additionally, on the CD-ROM or Flash drive, include separate folders which contain a complete and exact copy of the entire Technical (excluding financial capability) Submittal in PDF (portable document format). To the extent that a Contractor designates information as confidential or proprietary or trade secret protected in accordance with **Part I, Section I-16** of this RFQ, the Contractor must also include one (1) redacted version of the Technical Submittal, excluding financial capability on a CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The CD-ROM or Flash drive should clearly identify the Contractor and include the name and version number of the virus scanning software that was used to scan the CD-ROM or Flash drive before it was submitted. The Contractor shall make no other distribution of its quote to any other Contractor or Commonwealth official or Commonwealth consultant. Each quote page should be numbered for ease of reference. An official authorized to bind the Contractor to its provisions must sign the quote. If the official signs the **Quote Cover Sheet (Appendix A** to this RFQ) and the Quote Cover Sheet is attached to the Contractor’s quote, the requirement will be met. For this RFQ, the quote must remain valid for one hundred and twenty (120) days or until a purchase order is fully executed. If the Department selects the Contractor’s quote for award, the contents of the selected Contractor’s quote will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

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

B. Quote Format: Contractors must submit their quotes in the format, including heading descriptions, outlined below. To be considered, the quote must respond to all quote requirements. Contractors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Quote. All cost data relating to this quote and all Small Diverse Business and Small Business cost data should be kept separate from and not included in the Technical Submittal. Contractor should not reiterate technical information in the cost submittal. Each Quote shall consist of the following **three (3)** separately sealed submittals:

1. Technical Submittal:
 - a. In response to **Part III**;
 - b. The Technical Submittal must include a Transmittal Letter and include Tabs 1 through 14. Contractors must format their responses as follows:
 - Tab 1: Table of Contents
 - Tab 2: Requirements
 - Tab 3: Statement of the Project
 - Tab 4: Management Summary
 - Tab 5: Prior Experiences
 - Tab 6: Personnel
 - Tab 7: Training
 - Tab 8: Financial Capability
 - Tab 9: Work Plan
 - Tab 10: Reports & Project Control
 - Tab 11: Performance Standards
 - Tab 12: Lobbying Certification (**Appendix I**)
 - c. Complete, sign and include **Appendix B – Domestic Workforce Utilization Certification**;
 - d. Complete, sign and include **Appendix H – Iran-Free Procurement Certification**;
2. Cost Submittal, in response to RFQ **Part IV** of this RFQ; and
3. Small Diverse Business and Small Business (“SDB/SB”) Participation Submittal, in response to **Part V** of this RFQ:
 - a. Complete and include **Appendix E - SDB/SB Participation Submittal Form**; and
 - b. Complete and include **Appendix F - SDB/SB Letter of Intent**. Contractor must provide a Letter of Intent for each SDB and SB listed on the SDB/SB Participation Submittal Form.

Quotes must follow the following format:

- a. Pages must be 8.5 by 11 inches with right and left margins of one (1) inch.
- b. Must use Arial or Times New Roman font with a size of twelve (12).
- c. Tab and Section headings, shown in **Part I, Section I-11** of this RFQ, Quote Requirements, **MUST** be used.
- d. Each page of the quote must include a page number and identification of the Contractor in the footer.
- e. Materials provided in any Appendix must be specifically referenced by page number(s) in the body of the quote.

Exceptions for paper and font sizes are permissible for Project schedules (Microsoft Project) or for graphical exhibits and material in appendices which may be 11 by 17 inches.

The Department may request additional information which, in the Department's opinion, is necessary to assure that the Contractor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFQ.

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

I-12. Economy of Preparation. Contractors should prepare quotes simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFQ.

I-13. Alternate Quotes. The Department has identified the basic approach to meeting its requirements, allowing Contractor to be creative and propose their best solution to meeting these requirements. The Department will not accept alternate quotes.

I-14. Discussions for Clarification. Contractors may be required to make an oral or written clarification of their quotes to the Department to ensure thorough mutual understanding and Contractor responsiveness to the solicitation requirements. The Department will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to purchase order approval.

I-15. Prime Contractor Responsibilities. The selected Contractor will be required to assume responsibility for all services offered in its quote whether it produces them itself or by subcontract. Further, the Department will consider the selected Contractor to be the sole point of contact with regard to all contractual matters and work order matters.

I-16. Quote 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 a Contractor's submission in order to evaluate quotes submitted in response to this RFQ. Accordingly, except as provided herein, Contractor should not label quote submissions as confidential or proprietary or trade secret protected. Any Contractor who determines that it must divulge such information as part of its quote must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its quote in accordance with **Part I, Section I-11** of this RFQ, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the quote shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the DHS's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any quote regardless of whether the quote becomes part of a purchase order. Notwithstanding any Contractor copyright designations contained on quotes, the Commonwealth shall have the right to make copies and distribute quotes 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. After the award of a contract pursuant to this RFQ, all quote 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. If a quote 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. Refer to **Appendix C** of this RFQ for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part III of this RFQ such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-17. Best and Final Offers (“BAFO”).

A. While not required, DHS may conduct discussions with Contractor for the purpose of obtaining “best and final offers.” To obtain BAFOs from Contractors, the Department may do one or more of the following, in any combination and order:

1. Schedule oral presentations;
2. Request revised quotes;
3. Conduct an online auction; and
4. Enter into pre-selection negotiations.

B. The following Contractors will **not** be invited by DHS to submit a BAFO:

1. Those Contractors, which the Department has determined to be not responsible or whose quotes the Department has determined to be not responsive.
2. Those Contractors, which the Department has determined in accordance with **Part II, Section II-5** of this RFQ, from the submitted and gathered financial and other information, do not possess the financial capability, experience, or qualifications to assure good faith performance of the purchase order.
3. Those Contractors whose score for their technical submittal of the quote is less than 70% of the total amount of technical points allotted to the technical criterion.

The Department may further limit participation in the BAFO process to those remaining responsible Contractors which the Department has, within its discretion, determined to be within the top competitive range of responsive quotes.

C. The Evaluation Criteria found in **Part II, Section II-4**, shall also be used to evaluate the BAFOs.

D. Price reductions offered shall have no effect upon the Contractor’s Technical Submittal.

E. Any reduction to commitments to SDB and SB must be proportional to the reduction in the total price offered through any BAFO process or negotiations unless approved by BDISBO.

I-18. News Releases. Contractor shall not issue news releases, Internet postings, advertisements, or any other public communications pertaining to this Project without prior written approval of the Department, and then only in coordination with the Department.

- I-19. Restriction of Contact.** From the issue date of this RFQ until the Department selects a quote as the best value, the Project Officer is the sole point of contact concerning this RFQ. Any violation of this condition may be cause for the Department to reject the offending Contractor's quote. If the Department later discovers that the Contractor has engaged in any violations of this condition, the Department may reject the offending Contractor's quote or rescind its purchase order. Contractors must agree not to distribute any part of their quotes beyond the Issuing Office. A Contractor who shares information contained in its quote with other Commonwealth personnel and/or competing Contractor personnel may be disqualified.
- I-20. Term of Work Order.** The Department will issue the selected Contractor a purchase order pursuant to Training Services ITQ Contract #4400008567. The term of the purchase order will commence on the Effective Date and will end one (1) year after the effective date. No work may begin or be reimbursed prior to the date of issuance of the purchase order. The selected Contractor will be paid after submitting invoices, provided it is in accordance with the work plan and approved by the Commonwealth Project Manager. Final payment will not be made until all Project work has been successfully completed.
- I-21. Notification of Selection.** The Department will notify the selected Contractor in writing of its selection as the best value contractor after the Department has determined, taking into consideration all of the evaluation factors, the quote that is the most advantageous to the Department.
- I-22. Debriefing Conferences.** Upon notification of award, Contractors whose quotes were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Contractor with other Contractors, other than the position of the Contractor's quote in relation to all other Contractor quotes.
- I-23. Terms and Conditions.** The requirements and terms and conditions of Training Services ITQ #4400008567 shall govern all work conducted as a result of this RFQ.

PART II

CRITERIA FOR SELECTION

- II-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a quote must:
- A. Be timely received from an Contractor (see **Part I, Section I-9**, of this RFQ); and
 - B. Be properly signed by the Contractor (see **Part I, Section I-11A**, of this RFQ).
- II-2. Technical Nonconforming Quotes.** The two (2) Mandatory Responsiveness Requirements set forth in **Part II, Section II-1** above (A-B) are the only RFQ requirements that the Commonwealth will consider to be *non-waivable*. The Department may, in its sole discretion, (1) waive any other technical or immaterial nonconformities in a Contractor’s quote, (2) allow the Contractor to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Contractor’s quote.
- II-3. Evaluation.** The Department has selected a committee of qualified personnel to review and evaluate timely submitted quotes. Independent of the committee, the Department of General Services (“DGS”) Bureau of Diversity, Inclusion and Small Business Opportunities (“BDISBO”) will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a rating for this component of each quote. The Department will notify in writing of its selection for negotiation the responsible Contractor whose quote is determined to be the most advantageous to the Commonwealth as determined by the Department after taking into consideration all of the evaluation factors.
- II-4. Evaluation Criteria.** The following criteria will be used in evaluating each quote:
- A. **Technical:** The Department has established the weight for the Technical criterion for this RFQ as fifty percent (**50%**) of the total points. Evaluation will be based upon the following in order of importance:
 - **Soundness of Approach.**
 - **Contractor Qualifications.**
 - **Personnel Qualifications.**
 - **Understanding the Problem.**
- The final Technical scores are determined by giving the maximum number of technical points available to the quote with the highest raw technical score. The remaining quotes are rated by applying the Technical Scoring Formula set forth at the following webpage: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.
- B. **Cost:** The Department has established the weight for the Cost criterion for this RFQ as thirty percent (**30%**) of the total points. The cost criterion is rated by giving the quote with the lowest total cost the maximum number of Cost points available. The remaining quotes are rated by applying the Cost Formula set forth at the following webpage: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

C. Small Diverse Business and Small Business Participation: BDISBO has established the minimum evaluation weight for the SDB/SB criterion for this RFQ as twenty percent (**20%**) of the total points.

1. The SDB/SB point allocation is based entirely on the percentage of the contract cost committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than one percent (1%) of the total contract cost is considered de minimis and will receive no SDB or SB points.
3. Two thirds (2/3) of the total points are allocated to SDB participation (SDB%).
4. One third (1/3) of the total points is allocated to SB participation (SB%).
5. Based on a maximum total of two hundred (200) available points for the SDB/SB Participation Submittal, the scoring mechanism is as follows:

<p style="text-align: center;">Small Diverse Business and Small Business Raw Score =</p> <p style="text-align: center;">200 (SDB% + (1/3 * SB %))</p>

6. Each Contractor's raw score will be pro-rated against the Highest Contractor's raw score by applying the formula set forth on the following webpage: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFQ_SCORING_FORMULA.aspx.
7. The Contractor's prior performance in meeting its contractual obligations to SDBs and SBs will be considered by BDISBO during the scoring process. To the extent the Contractor has failed to meet prior contractual commitments, BDISBO may recommend to the Department that the Contractor be determined non-responsible for the limited purpose of eligibility to receive SDB/SB points.

D. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFQ. The maximum amount of bonus points available for this criterion is three percent (**3%**) of the total points for this RFQ.

To the extent permitted by the laws and treaties of the United States, each quote will be scored for its commitment to use domestic workforce in the fulfillment of the purchase order. Maximum consideration will be given to those Contractors 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. See the following webpage for the Domestic Workforce Utilization Formula:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

E. Iran-Free Procurement Certification and Disclosure. Prior to entering a contract worth at least one million dollars (\$1,000,000.00) or more with a Commonwealth entity, an Offeror must: a) certify that it is not on the current list of persons engaged in investment activities in Iran created by the DGS pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501 – 3506 of the Procurement Code; or b) demonstrate that it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All offerors must complete and return the Iran-Free Procurement Certification form, (**Appendix H, Iran-Free Procurement Certification Form**), which is attached hereto and made part of this RFQ. The completed and signed Iran-Free Procurement Certification form must be submitted as part of the Technical Submittal.

See the following web page for current Iran-Free Procurement list:

<http://www.dgs.pa.gov/Documents/Procurement%20Forms/ProposedIranFreeProcurementList.pdf>.

II-5. Contractor Responsibility. To be responsible, a Contractor must submit a responsive quote and possess the capability to fully perform the Project requirements in all respects and the integrity and reliability to assure good faith performance of the purchase order.

In order for a Contractor to be considered responsible for this RFQ and therefore eligible for selection for BAFOs or selection for negotiations:

- A. The total score for the technical submittal of the Contractor's quote must be greater than or equal to seventy percent (**70%**) of the **available technical points**; and
- B. The Contractor's financial information must demonstrate that the Contractor possesses the financial capability to ensure good faith performance of the purchase order. The Commonwealth will review the Contractor's previous three (3) financial statements, any additional information received from the Contractor, and any other publicly-available financial information concerning the Contractor, and assess each Contractor's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

A Contractor which fails to demonstrate sufficient financial capability to ensure good faith performance of the purchase order as specified herein may be considered by the Department, in its sole discretion, for BAFOs or negotiations contingent upon such Contractor providing performance security for the first purchase order year cost proposed by the Contractor in a form acceptable to the Department. Based on the financial condition of the Contractor, the Department may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the purchase order by the Contractor. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Contractor and cannot increase the Contractor's cost quote or the contract cost to the Commonwealth.

Further, the Department will award a purchase order only to a Contractor determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

II-6. Final Ranking and Award.

- A. After any BAFO process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final SDB/SB Participation Submittal scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B. The Issuing Office will rank responsible Contractors according to the total overall score assigned to each, in descending order.
- C. Except as provided in **Part II, Section II-6D**, the Department must select as the Best Value Contractor the Contractor with the highest overall score.
- D. The Department has the discretion to reject all quotes or cancel the RFQ, at any time prior to the time a purchase order is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART III

TECHNICAL SUBMITTAL

III-1. Nature and Scope of the Project. The selected Contractor will be expected to work cooperatively with the Department and other contractors to ensure the success of the multi-day Everyday Lives conference.

III-2. Requirements.

- A. Planning.** The selected Contractor must describe its approach to working with the Steering Committee to plan the events which includes the following:
1. Coordination of presenters and exhibitors approved by the Steering Committee
 2. Provide a registration system that allows for multi-day, multi-session registration and is able to collect registration fees
 3. Preparation of materials, including but not limited to conference packets, session handouts, individual registrant session schedules, nametags, signs, evaluations, and coordination of presenter presentations
 4. Coordination of event schedule and logistics
 5. Event registration
 6. Special Accommodations may mean providing sign language or printing larger materials. It would be dependent on attendees' needs.
- B. Marketing.** The selected Contractor will be responsible for marketing the multi-day conference and must describe its approach for meeting the following marketing requirements:
1. Coordinate the development of marketing materials with the Steering Committee (electronic and print form), and
 2. Dissemination of materials to target audience via electronic methods and printed materials being mailed.
- C. Event Management.** The selected Contractor must describe its approach for meeting the following event management requirements:
1. Contracting with third party vendors needed to execute the conference. These contracts must be approved by the Steering Committee. Potential third party vendors could be required for CART, ASL or other translation needs, video recording needs, etc.
 2. Ensuring appropriate staffing level to manage registration; and to support presenters and attendees during the conference.
- D. Gift Ban.** While performing the duties required by the RFQ, the selected Contractor must adhere to Executive Order 2015-01, Executive Branch Employee Gift Ban, located at: https://www.governor.pa.gov/executive_orders/executive-order-2015-01-executive-branch-employee-gift-ban/. The Contractor must also ensure that any provider of Conference Services understands and adheres to the terms of the Executive Order. In accordance, neither the Contractor nor any subcontractor may provide any gift to Commonwealth staff as part of conference preparations or proceedings. Any questions relating to this policy should be directed to the DHS Project Manager.

III-3. Statement of the Project. State in succinct terms your understanding of the Project presented or the service required by this RFQ. Your response should demonstrate that the Contractor fully understands the scope of services to be provided, your responsibilities, and the performance requirements of this RFQ.

III-4. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided. The summary will condense and highlight the contents of the Technical Submittal in a manner that allows a broad understanding of the entire Technical Submittal.

III-5. Prior Experience. Describe Contractor's experience and knowledge of conference planning, execution, and management, or other similar type experience; including working cooperatively with various contractors to facilitate a successful event. Experience 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.

A. Corporate Background. The Contractor must describe the corporate history and relevant experience of the Contractor and any subcontractors. This section must detail information on the ownership of the company (names and percent of ownership), the date the company was established, the date the company began operations, the physical location of the company, and the current size of the company. The Contractor must provide a corporate organizational chart.

The Contractor must describe its corporate identity, legal status and forms, including the name, address, telephone number, and email address for the legal entity that is submitting the quote. In addition, the Contractor must provide the name of the principal offerors, a description of its major services, and any specific licenses and accreditations held by the Contractor.

Contractors must provide similar organizational background information on any significant subcontractor for services. A significant subcontractor is defined as an organization undertaking more than ten (10%) on the total cost basis of the work associated with this RFQ.

If a Contractor is proposing to use the services or products of a subsidiary or affiliated firm, the Contractor must describe the business arrangement with that entity and the scope of the services the entity will provide.

If the experience of any proposed subcontractor is being used to meet the qualifications and requirements of this RFQ, the Contractor must provide the same information as listed above for the subcontractor. This information must be presented separately within this section, clearly identifying the subcontractor experience and name of the subcontractor.

B. References. The Contractor must provide a list of at least three (3) relevant contacts within the past three (3) years to serve as corporate references. The references must be outside clients (non-DHS). This list shall include the following for each reference.

1. Name of customer
2. Type of contract
3. Contract description, including type of service provided
4. Total contract value
5. Contracting officer's name and telephone number
6. Role of subcontractor(s) (if any)
7. Time period in which service was provided

The Contractor must disclose any contract or agreement cancellations, or terminations within five (5) years preceding the issuance of this RFQ. If a contract or agreement was canceled or terminated for lack of performance, the Contractor must provide details on the customer's allegations, the

Contractor's position relevant to the allegations, and the final resolution of the cancellation or the termination. The Contractor must include each customer's Company or entity name, Address, Contact Name, Phone Number and Email Address.

The Department may disqualify a Contractor based on a failure to disclose such a cancelled or terminated contract or agreement. If the Department learns about such a failure to disclose after a contract is awarded, the Department may terminate a contract.

III-6. Personnel.

- A. Contractor 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 defined as, the project manager, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in similar in size and scope projects. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. For non-key personnel, include position descriptions and minimum qualifications.

Submitted responses are not to include personal information that will, or will be likely to, require redaction to release of the proposal under the Right-to-Know Law, including but not limited to home addresses and phone numbers, Social Security Numbers, Driver's License numbers or numbers from state identification cards issued in lieu of a Driver's License, and financial account numbers. If the Commonwealth requires any of this information for security validation or other purposes, the information will be requested separately and as necessary.

Include organizational charts outlining the staffing, reporting relationships and staff members in its description. Show the total number of staff proposed and indicate the Full Time Equivalence ("FTE") to account for any additional staff (non-Key Personnel) that are not assigned on a full-time basis. Provide similar information for any subcontractors that are proposed. The organizational chart must illustrate the lines of authority, designate the positions responsible and accountable for the completion of each component in the RFQ, indicate the names and job title and number of personnel that will be assigned to each role, and the number of hours per week each person is projected to work on the Project. The organizational chart must clearly indicate any functions that are subcontracted along with the name of the subcontracting entities and the services they will perform.

A minimum of three (3) client references for Key Personnel must be identified. All client references for Key Personnel must be outside clients (non-DHS) who can give information on the individual's experience and competence to perform project tasks similar to those requested in this RFQ. Key Personnel may be a member of the Contractor's organization, or any subcontractor included in the Contractor's proposal.

Key Personnel Diversions or Replacement. Once Key Personnel are approved by DHS, the selected Contractor may not divert or replace personnel without prior approval of the DHS Project Administrator. The selected Contractor must provide notice of a proposed diversion or replacement to the DHS Project Administrator at least thirty (30) days in advance and provide the name, qualifications, and background check (if required) of the person who will replace the diverted personnel. The DHS Project Administrator will notify the selected Contractor within ten (10)

business days of the diversion notice whether the proposed diversion is acceptable and if the replacement was approved.

Divert or diversion is defined as the transfer of personnel by the selected Contractors or its subcontractor to another assignment within the control of either the Contractor or subcontractor. Advance notification and approval does not include changes in Key Personnel due to resignations, death, disability, dismissal for cause or dismissal as a result of the termination of a subcontract or any other causes that are beyond the control of the selected Contractor or its subcontractor. DHS must approve the replacement personnel.

The DHS Project Administrator may request that the selected Contractor remove a person from this Project at any time. In the event that a person is removed from the Project, the selected Contractor will have ten (10) days to fill the vacancy with a person acceptable in terms of experience and skills, subject to the DHS Project Administrator's approval.

B. Subcontractors: Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Contractor is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the purchase order resulting from this RFQ, subcontractors included in the quote submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Address of subcontractor;
3. Number of years worked with the subcontractor;
4. Number of employees by job category to work on this project;
5. Description of services to be performed;
6. What percentage of time the staff will be dedicated to this project;
7. Geographical location of staff; and
8. Resumes (if appropriate and available).

The Contractor's subcontractor information shall include (through a resume or a similar document) the employees' names, education and experience in the services outlined in this RFQ. Information provided shall also indicate the responsibilities each individual will have in this Project and how long each has been with subcontractor's company.

III-7. 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.

III-8. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements for the past three fiscal years. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. The Commonwealth may request additional information it deems necessary to evaluate a Contractor's financial capability.

III-9. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part III** of this RFQ 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. The relationship between key staff, defined as the Project Manager and the specific tasks, assignments, and deliverables proposed to accomplish the scope of work should also be described. Indicate the number of staff hours allocated to each task.

The Contractor should describe its management approach, including how it will implement its proposed work plan. Where applicable, the Contractor should provide specific examples of methodologies or approaches, including monitoring approaches, it will use to fulfill the RFQ requirements and examples of similar experience and approach on comparable projects. The Contractor should describe the management and monitoring controls it will use to achieve the required quality of Project services and performance requirements. The Contractor should also address its approach to internally monitor and evaluate the effectiveness of meeting the Project requirements.

The work plan must include the planned approach and process for establishing and maintaining communication between all parties and a technical approach that is aligned with all written specifications and requirements contained in the RFQ.

Describe the approach you will take to establish, capture, document, evaluate, and report on core performance standards relative to the purchase order and business operation performance, efficiencies, and effectiveness; and provide an outline of your process improvement procedures.

Tasks:

The selected Contractor must do the following tasks for the statewide Everyday Lives Conference

- A. Coordinate and facilitate meetings and communications (in collaboration with Steering Committee) to identify and plan all logistics associated with conducting the conference:
 1. Develop the event layout, presentation room assignment;
 2. Ensure the successful implementation and flow of the events including appropriate set-up of presentation and break-out sessions;
 3. Ensure that all presentations run smoothly and successfully on the days of the event; and,
 4. Ensure attendee special needs are accommodated including requests for alternate versions of conference materials.
- B. Arrange for interpreters, Communication Access Real-time Translation (“CART”) services or other accommodations requested by event presenters or attendees.
- C. Identify and contract with presenters who have been approved by the Steering Committee. This includes, but is not limited to:
 1. Ensuring speaker contracts are executed; and
 2. Obtaining final presentations so that they can be copied and disseminated prior to the event.
- D. Order supplies, including but not limited to name badges, lanyards, and conference folders.
- E. Coordinating to have anything that needs to be mass printed, this could be done by the selected Contractor or through a copy center.
- F. Recruit third party vendor organizations, separate from the presenters, who will set up displays in exhibitor areas to engage with conference participants on relevant topics as identified by the Steering Committee. The selected Contractor will support the exhibitor areas of the event.
- G. Support the Steering Committee in development, copying and dissemination of all marketing materials. All materials must be provided in accessible and electronic formats and delivered to the Department after the conference. Marketing materials should be ready no later than 11/25/2017. Marketing materials include, but are not limited to:

1. An electronic save-the-date
 2. Website: This will be developed within ODP's existing training platform Event agendas and presentation materials
 3. Presentation materials: collect, copy and electronically disseminate training materials developed by the session presenters. Approximately 500 hardcopy presentations must be available the day of the conference.
 4. Advertisement of events through social media, state-wide press releases, and organizational awareness.
- H.** Preparing & disseminating requests for presenters, sponsors, and exhibitors to include researching relevant topics for presentation. Identifying sponsors and exhibitors whose involvement would further enhance the identified scope of the project. Sponsors will be solicited to provide assistance with costs/supply of conference materials (i.e. pens, folders, tote bags) and scholarships for participant travel or conference attendance. Sponsors may be provider associations, health insurers, vendors of assistive technology, universities.
- I.** Coordinating all details with the development of registration. The selected Contractor must provide a registration system that allows for multi-day, multi-session registration and is able to collect credit card registration fees. However, the registration fees may be paid by credit card or check. They will be held by ODP and used to offset the cost of the Conference. Online registration must be available for participants to begin registering for the conference by 11/25/2017. The selected Contractor must support all registration tasks, which include but are not limited to:
1. Tracking of registrations,
 2. Sending confirmations of registration,
 3. Supporting registration for individuals without internet access,
 4. providing telephone support, and
 5. Tracking accommodation requests – these accommodations could be the need for a quiet room or dietary restrictions. This should be tracked and collected as part of registration and requirements will be submitted to ODP and the vendor 48 hours prior to the events.
- J.** Designing and producing event program/agenda to be distributed at the event including all presenters, speakers and breakout sessions. Update event website with agenda prior to event date, email updates to attendees who have expressed interest of any changes and additions to the agenda. Final conference schedule should be published no later than 12/15/2017. Arranging for all necessary staffing needs at the event not provided by the venue including, but not limited to assistance to presenters, vendors and attendees and with the general logistics of running the event.
- K.** In collaboration with the Steering Committee, coordinating status updates and communications with senior staff within the Department to ensure development and implementation of the events. Communications may be verbal or written and must be communicated at regular intervals, at minimum, once monthly.
- L.** Distribution and collection at and/or after the Conference of evaluation forms developed by the Steering Committee and provide the evaluation forms to the Steering Committee by the forty fifth (45th) day after the conclusion of the conference.

III-10. Reports and Project Control.

- A. Status Report.** A bi-weekly progress report that captures activities, problems, remediation activities taken or planned, recommendations, and performance. This report should include summary and detailed information by action item. This report is due bi-weekly, every other Monday.
- B. 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 Contractor recommendations with supporting rationale.

C. Final Report. Within forty-five (45) days of the termination or expiration of the Purchase Order, the selected Contractor must submit a final report. Prior to final submission of this report, the selected Contractor must provide draft copies to the Department to approve for completeness and accuracy. The report will include a yearly breakdown and then a program total of the following, but is not limited to a final summary of the Conference. This report should contain the following:

1. A summary of the Everyday Lives Conference.
2. A summary of the individual sessions, the evaluation forms of those sessions, and final budget for the event.
3. Number of attendees, attendee demographics
4. A list of presenters and topics
5. Include all supporting documentation, e.g., evaluations, event programs, marketing material, etc.

III-11. Performance Standards. The Department has developed a set of minimum Performance Standards defined below, which the selected Contractor must meet, or exceed in order to be in good standing. The Department may, at its discretion, assess liquidated damages indicated below. Where an assessment is defined as an “up to” amount, the dollar value will be set at the discretion of the Department. Liquidated Damages assessed against the selected Contractor will not cumulatively exceed ten percent (10%) of the fixed monthly payment. The selected Contractor’s performance will be reviewed and assessed on a monthly basis. The DHS Project Manager will give written notice of each failure to meet a performance standard to the selected Contractor. If the Department does not assess liquidated damages in a particular instance, the Department is not precluded from pursuing other or future assessments relating to those performance metrics and their associated damages.

CATEGORY	CRITERIA	IF NON COMPLIANT, AMOUNT OWED
Planning	Online registration available for participants to begin registering for the conference by 11/25/2017	If timeliness is not met and the selected Contractor does not advise the Project Manager of the delay prior to the due date and receive Department approval, the Department may assign an assessment up to 3% of the monthly invoice.
Planning	Dissemination of marketing materials no later than 11/25/2017	If timeliness is not met and the selected Contractor does not advise the Project Manager of the delay prior to the due date and receive Department approval, the Department may assign an assessment up to 3% of the monthly invoice.
Planning	Final conference Schedule published no later than 12/15/2017	If timeliness is not met and the selected Contractor does not advise the Project Manager of the delay prior to the due date and receive Department approval, the Department may assign an assessment up to 3% of the monthly

		invoice.
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- A. For any deficiency, including ones relating to the performance metrics, the selected Contractor will prepare and submit a corrective action plan for any observation or finding contained in a notice of deficiency. The selected Contractor must submit the corrective action plan to the Department within ten (10) business days of notification of the deficiency or such longer time as may be agreed to by the Department.

- B. The corrective action plan must include, but is not limited to:
 - 1. Brief description of the findings;
 - 2. Specific steps the selected Contractor will take to correct the situation or reasons why it believes corrective action is not necessary;
 - 3. Name(s) and title(s) of responsible staff person(s);
 - 4. Timetable for performance of the corrective action steps;
 - 5. Monitoring that will be performed to ensure that corrective action steps were implemented; and
 - 6. Signature of the selected Contractor’s Contract Administrator or a senior executive.

- C. The selected Contractor must implement the corrective action plan within the timeframe agreed to by the Contractor and DHS for that particular corrective action plan. Failure to implement a corrective action plan, in the manner agreed to, may result in further action by the Department, including, but not limited to, a finding of default.

- D. In the event the Department determines a deficiency to be a serious non-compliance with the selected Contractor’s obligations under the contract, the Department may find the selected Contractor in default.

III-12. Domestic Workforce Utilization. Contractors must complete and sign the Domestic Workforce Certification attached to and made part of this RFQ as **Appendix B**. Contractors who seek consideration for the Domestic Workforce Utilization Certification criterion must complete, sign, and submit the Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

III-13. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit quotes in response to this RFQ must sign the “Lobbying Certification Form,” (attached as **Appendix I**) and, if applicable, complete the “Disclosure of Lobbying Activities” form (also attached as **Appendix I**).

PART IV

COST SUBMITTAL

IV-1. Cost Submittal. The information requested in this **Part IV** shall constitute the Cost Submittal. Contractor shall place the Cost Submittal in a separate sealed envelope within the sealed quote, separated from the technical submittal. The total proposed cost should be broken down into the components set forth in **Appendix D – Cost Submittal Worksheet**. The percentage of commitment to SDB/SB should not be stated in the Cost Submittal.

Contractor should **not** include any assumptions in their cost submittals. If the Contractor includes assumptions in its cost submittal, the Issuing Office may reject the quote. Contractor should direct in writing to the Issuing Office pursuant to **Part I, Section I-6** of this RFQ any questions about whether a cost or other component is included or applies. All Contractors will then have the benefit of the DHS's written answer so that all quotes are submitted on the same basis.

DHS will reimburse the selected Contractor 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 DHS has issued a notice to proceed.

PART V

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

V-1. Small Diverse Business and Small Business General Information. The Department encourages participation by SDBs and SBs as prime contractors, and encourages all prime contractors to make significant commitments to use SDBs and SBs as subcontractors and suppliers.

A SB must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than one hundred (100) full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three (3) year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFQ scoring process, a SB must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at:

<http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/default.aspx> .

A SDB is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and 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.

For credit in the RFQ scoring process, a SDB must complete the DGS verification process. Additional information on this process can be found at:

<http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Pages/default.aspx>.

A Contractor that qualifies as a SDB or a SB and submits a quote as a prime contractor is not prohibited from being included as a subcontractor in separate quotes submitted by other Contractor.

A SDB or SB may be included as a subcontractor with as many prime contractors as it chooses in separate quotes.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from:

<http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the SDB/SB Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

- V-2. Small Diverse Business and Small Business (“SDB/SB”) Participation Submittal.** All Contractors are required to submit **two (2)** copies of the SDB/SB Participation Submittal Form contained in (**Appendix E**) and related Letter(s) of Intent (**Appendix F**). The submittal must be sealed in its own envelope, separate from the remainder of the proposal, and must be provided on the SDB/SB Business Participation Submittal form, with information as follows:
- A.** Contractors must indicate their status as a SDB and as a SB through selection of the appropriate checkboxes.
 - B.** Contractors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Contractor commits to paying to SDBs and SBs as subcontractors.
 - C.** Contractors must include a listing of and required information for each of the SDBs and/or SBs with whom they will subcontract to achieve the participation percentages outlined on the SDB/SB Participation Submittal.
 - D.** Contractors must include a Letter of Intent (attached as **Appendix F** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Contractor and the SDB or SB for each of the SDBs and SBs identified in the SDB/SB Participation Submittal form. At minimum, the Letter of Intent must include the following:
 - 1.** The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the SDB or SB;
 - 2.** A description of the services or supplies the SDB or SB will provide;
 - 3.** The timeframe during the initial contract term and any extensions, options and renewals when the SDB or SB will perform or provide the services and/or supplies;
 - 4.** The name and telephone number of the Contractor’s point of contact for SDB and SB participation;
 - 5.** The name, address, and telephone number of the primary contact person for the SDB or SB.
 - E.** Each SDB and SB commitment which is credited by BDISBO along with the overall percentage of SDB and SB commitments will become contractual obligations of the selected Contractor.

NOTE: Contractors will not receive credit for any commitments for which information as above is not included in the SDB/SB Participation Submittal. Contractors will not receive credit for stating that after the contract is awarded they will find a Small Diverse or Small Business.

V-3. 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 SDB and/or SB Status or entitle a Contractor to receive credit for SDB or SB participation.

V-4. Contract Requirements—Small Diverse Business and Small Business Participation. All purchase orders containing SDB/SB Participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A.** Each SDB and SB commitment which was credited by BDISBO and the total percentage of such SDB and SB commitments made at the time of quote submittal, BAFO or contract negotiations, as applicable, become contractual obligations of the selected Contractor upon approval of its purchase order.
- B.** All SDB and SB subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
- C.** The individual percentage commitments made to SDBs and SBs cannot be altered without written approval from BDISBO.
- D.** SDB and SB commitments must be maintained in the event the purchase order or contract is assigned to another prime contractor.
- E.** The selected Contractor and each SDB and SB for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Contractor and the SDB and/or SB to BDISBO within thirty (30) days of the final approval date of the Commonwealth purchase order. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix G – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - 1.** The specific work, supplies or services the SDB and/or SB will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 - 2.** The fixed percentage commitment and associated estimated dollar value that each SDB and/or SB will receive based on the final negotiated cost for the initial term of the prime contract.
 - 3.** Payment terms indicating that the SDB and/or SB will be paid for work satisfactorily completed within fourteen (14) business days of the selected Contractor's receipt of payment from the Commonwealth for such work.
 - 4.** Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Contractor's contract and purchase order with the Commonwealth and that do not place disproportionate risk on the SDB and/or SB relative to the nature and level of the SDB' and/or SB' participation in the project.

- F.** If the selected Contractor and a SDB or SB credited by BDISBO cannot agree upon a definitive subcontract within thirty (30) business days of the final execution date of the Commonwealth purchase order, the selected Contractor must notify BDISBO.
- G.** The Selected Contractor shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the DHS Project Manager and BDISBO within ten (10) business days at the end of each quarter of the purchase order term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to SDB and SB subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per business day may be assessed against the Selected Contractor if the Utilization Report is not submitted in accordance with the schedule above.
- H.** The Selected Contractor shall notify the DHS Project Manager and BDISBO when circumstances arise that may negatively impact the selected Contractor's ability to comply with its SDB and/or SB commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.
- I.** If the Selected Contractor fails to satisfy its SDB and/or SB commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Contractor is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Contractor's SDB and/or SB status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.