



FULLY EXECUTED
Contract Number: 4400005735
Contract Effective Date: 03/25/2010
Valid From: 10/15/2009 To: 11/15/2012

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
Name: Walters Corey
Phone: 717-787-8085
Fax: 717-346-3820

Your SAP Vendor Number with us: 346783

Supplier Name/Address:
Center for Reflection Education and
ACTION INC DBA CREA Inc.
P.O. Box 2507
Hartford CT 06146-2507 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 860-527-0455
Supplier Fax Number: 860-216-1072

Contract Name:
9212 Sweatfree Monitoring Services

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____

Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	sweatfree monitoring	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



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Header Text

Sweatfree Monitoring Services for Commonwealth Executive Agenices and Participating States, currently Ohio and Oregon. This is a multi-state agreement.

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 people 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.

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 and other states that may elect to participate in the resulting contract.

The IM(s) will assist participating public entities in evaluating compliance of #contractors#, 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.

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 appropriatelaws 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).

No further information for this Contract

Information:

**CONTRACT
FOR
Sweatfree Monitoring Services**

THIS CONTRACT for the provision of **Sweatfree Monitoring Services** ("Contract") is entered into this 7th day of July, 2009, by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS"), in a multi-state purchasing agreement with Ohio and Oregon ("Participating States"), and **CREA Inc.** ("Contractor").

WHEREAS, DGS issued a Request For Proposals for the provision of **Sweatfree Monitoring Services** for Commonwealth executive agencies and Participating States, RFP No. **4400003124** ("RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, Contractor's proposal was selected for the Best and Final Offer ("BAFO") phase of the RFP process; and

WHEREAS, in response to the DGS request, Contractor submitted a Price Submittal; and

WHEREAS, DGS determined that Contractor's proposal, as revised by its Price Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Sweatfree Monitoring Services** to the Commonwealth and Participating States.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Sweatfree Monitoring Services** as more fully defined in the RFP, to Commonwealth executive agencies and to Participating States.
2. Commonwealth executive agencies and Participating States shall procure their requirements for **Sweatfree Monitoring Services** in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the **Sweatfree Monitoring Services** listed in its Price Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in Exhibit B.

4. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Standard Contract Terms And Conditions for Department of General Services Statewide Services Contracts–SAP, GSPUR 12-F (SAP), which is attached hereto as Exhibit A and made a part hereof.
 - b. The Contractor’s final negotiated Price Submittal, which is attached hereto as Exhibit B and made a part hereof.
 - c. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit C and made a part hereof.
 - d. The Contractor’s Technical Submittal as revised by clarifications which is attached hereto as Exhibit D and made a part hereof.

5. The following paragraphs supplement the Work Statement set out in Part IV of Exhibit C. To the extent that there may be a conflict with Part IV of Exhibit A, the following paragraphs take precedence:
 - a. Technical:
 1. At the time that services are needed, Commonwealth agencies or Participating States will complete the Request for Quote template contained in Attachment 1, which is attached hereto and made a part hereof.
 2. The Commonwealth agency or Participating State will attach to the Request for Quote any applicable travel policies and regulations and will indicate on the Request for Quote whether travel costs must be incorporated into a blended cost or whether travel costs must be invoiced as a separate line item.

 - b. Reporting:

Contractor shall provide a quarterly report to the DGS Contract Officer for all services provided under this contract.

6. The following provision supplements the Contract Terms and Conditions set out in Exhibit A. To the extent that there may be a conflict with Exhibit A, the following paragraph takes precedence:

Contract Provisions - Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract.
- b. Unless the Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor in SRM if the agency needs the Contractor's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- c. Upon notification from the Commonwealth that the Commonwealth requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the Commonwealth requests ("Requested Information") and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within fourteen (14) calendar days after receipt of such request, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- d. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the Commonwealth still decides to provide the Requested Information, Contractor will not challenge or in any way hold the Commonwealth liable for such a decision.
- e. The Commonwealth will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- f. Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, paragraph 003.1b Signatures- Contract (March 2007). This Contract may be countersigned in part.

Witness:

CONTRACTOR:

By: Kathryn Wrinn
(Assistant) Secretary

By: Ruth Rosenbaum
Executive Director

Kathryn Wrinn 630.09
Printed Name/Date

Ruth Rosenbaum 6.12.09
Printed Name/Date

06-145-1900
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be affixed electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be affixed electronically
Office of Chief Counsel Date

To be affixed electronically
Office of General Counsel Date(_____)

To be affixed electronically
Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:**

To be affixed electronically
Comptroller Date

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, paragraph 003.1b Signatures- Contract (March 2007). This Contract may be countersigned in part.

Witness:

CONTRACTOR:

By: Kathryn Wrinn
(Assistant) Secretary

By: Ruth Rosenbaum
Executive Director

Kathryn Wrinn 6.30.09
Printed Name/Date

Ruth Rosenbaum 6.12.09
Printed Name/Date

06-145-1900
Federal I.D. Number

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES**

By: Hugh Quill / SAH

TITLE: DIRECTOR, DAS

DATE: 9-4-09

Enter Public Entity Name
Request for Quote
Sweatfree Independent Monitoring

Summary *(Provide a summary of the complaint)*

Background: *(Provide background information relative to a request; attach a copy of the complaint)*

Timeline: *(Indicate the investigation request commencement date and the desired date to employ necessary resources)*

Quotes must be received by close of business on **[Insert Date]**. Timing for evaluating responses and scheduling of presentations will depend on the quantity and quality of responses received. In order to be considered for this solicitation, you must submit an original complete written response.

Requirements: *(Suggestions below)*

1) Project Plan

- a) Information regarding the method of the monitoring and a detailed timeline.
- b) Information on the approach and methods to provide services.

2) Investigation

- a) Information on the scope of the investigation.
- b) Information on the tasks.

3) Personnel

- a) List members of the team you will assign to this project and the amount of time to be devoted by each team member to each phase of the project.
- b) Information regarding specific key personnel that you propose to perform this work including, but not limited to, their identity and title, as well as their responsibilities for the proposed project. (line up to Cost submittal)

4) Cost

- a) Estimated/projected costs the firm will charge the Commonwealth or participating state for the described services (maximum, not to exceed amount), the method used to compute the costs, and the detailed deliverables for request for payment. The Commonwealth or participating state has indicated below whether travel costs must be incorporated into the costs or whether they must be separately charged/invoiced and has attached any applicable travel directives or policies. **[Commonwealth or participating state please select one box below and attach any applicable travel directives or policies to this Request for Quote.]**

Incorporate travel costs

Include travel costs separately

5) Proposal Commitment

- a) A signed written expressions of interest should be received by close of business on **[Insert Date]**.

After a review of the submissions, the Commonwealth or participating state may determine a need to invite respondents to make a presentation regarding the proposed services. If so, the selected respondents will be contacted by the Commonwealth or participating state to make arrangements for a presentation.

(List any other requirements of the recruitment)

Point of Contact This office is the sole point of contact. All questions concerning this request should be directed to:

Contact Name:

Title:

State:

Department:

Bureau:

Address:

Phone Number:

Email:

ATTACHMENT B – Complaint Form

COMPLAINTS OF NON-COMPLIANCE WITH THE

STATE AND LOCAL GOVERNMENT SWEATFREE CODE OF CONDUCT

Any complaint made to the Commonwealth or participating entity must state with reasonable specificity each reason a party subject to the complaint is allegedly not in compliance with the Code.

Commonwealth or participating entity Vendor/Supplier information:

Name: _____

Address: _____

Phone Number: _____

Factory's information:

Name: _____

Address: _____

Country: _____

Phone Number: _____

Please check the code of conduct violation(s) that occurred in the above mentioned factory.

<input type="checkbox"/>	Legal Requirements	<input type="checkbox"/>	Working Hours	<input type="checkbox"/>	Harassment and Abuse	<input type="checkbox"/>	Freedom of Association
<input type="checkbox"/>	Wages and Benefits	<input type="checkbox"/>	Overtime Compensation	<input type="checkbox"/>	Women's Rights	<input type="checkbox"/>	Complaints of Code Violations
<input type="checkbox"/>	Wage and Hour Records	<input type="checkbox"/>	Discrimination	<input type="checkbox"/>	Just Cause Termination	<input type="checkbox"/>	Business Shutdown

When did the problem occur? Please indicate dates or time periods, if possible.

Please explain the labor problem or code of conduct violation that occurred in the above mentioned factory in as much detail as possible. Feel free to attach any additional information.

Have you already reported this issue to the factory, a buyer, a local labor authority, a trade union, or other organization? If so, who did you report to and what was the outcome?

**COMPLAINTS OF NON-COMPLIANCE WITH THE
STATE AND LOCAL GOVERNMENT SWEATFREE CODE OF CONDUCT**

Complainant's Information:

Name: _____

Address: _____

Country: _____

Phone Number: _____

Email address: _____

Check box if you wish to remain confidential.

*This form must be signed and dated under oath before an official authorized by applicable law to administer oaths that, to the best of the complainant's knowledge, a vendor/supplier or a sub-vendor supplier/sub-supplier is not in compliance with the State and Local Government Sweatfree Code of Conduct.**

**Workers who submit complaints directly do not need to authorize their complaints under oath; 3rd parties outside the United States that file on behalf of workers are encouraged to submit them under oath, but not required to do so; United States 3rd parties must submit complaints under oath.*

Complainant's Signature: _____ **Date:** _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____, *County:* _____ *State:* _____

My Commission Expires: _____

Complaints can be sent by mail, fax, e-mail, or by email to our website:

Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
Attn: Sweatfree Compliance Officer
555 Walnut Street
Forum Place, 6th Floor,
Harrisburg, PA 17105

Fax: 717-783-6241
Email: jabraxton@state.pa.us

Complaint Received by: <i>(For internal use only)</i> Name: Date: Comments:
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After receiving a complaint, alleging non-compliance with the Code, the Commonwealth or participating entity must timely contact, in writing and by certified letter, the vendor that is that subject of the complaint to inform the vendor of, and request a response to, the allegations made within fifteen (15) calendar days of receipt of the certified letter.

The failure to respond to the Commonwealth or participating entity's request within fifteen (15) calendar days shall be deemed a strong indication that the vendor may not be in compliance with the Code, in which case the Commonwealth or participating entity's shall require the subject vendor to supplement its response with a newly executed affidavit. If a vendor fails to respond within thirty (30) calendar days of receipt of the Commonwealth or participating entity's certified letter requesting a response, the State Purchasing Agent may initiate further action, up to and including termination of the State's contract with the subject vendor.

PARTICIPATING ADDENDUM
SWEATFREE INDEPENDENT MONITORING SERVICES

STATE OF PENNSYLVANIA
MASTER PRICE AGREEMENT

Master Contract Number RFP4400003124

I. SCOPE

The purpose of this Addendum is to establish an agreement to purchase Independent Monitor(s) (IM)s services to conduct investigations on complaints filed regarding contractors who are using sweatshops to produce goods or services as described in the Master Agreement. 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 Addendum shall apply to the state of Ohio and may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. Department of Administrative Services (DAS) may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

This Contract will be effective from the award date through May 31, 2012 for the state of Ohio and will follow the expirations dates and renewals as set forth in the Contract.

II. PRIMARY CONTACT

The primary participating entity contact for this participating addendum is as follows:

Carol Clingman – Contract Analyst
Office of procurement Services – State of Ohio
4200 Surface Road, Columbus, OH 43228
(614) 752-0032 office
(614) 644-1785 fax
E-mail: carol.clingman@das.state.oh.us

III. TERMS AND CONDITIONS

In addition to the Terms and Conditions listed in this RFP, the following requirements will apply to the state of Ohio.

State of Ohio Terms and Conditions

IV. PRICE AGREEMENT NUMBER

The Master Price Agreement Number RFP4400003124 must be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

Hugh Guill / SAH 9-4-09
Hugh Guill, Director Date

CONTRACTOR

Ruth Rosenbaum, Executive Director 7/27/09
Name, Title Date

PARTICIPATING ADDENDUM
SWEATFREE INDEPENDENT MONITORING SERVICES

STATE OF PENNSYLVANIA
MASTER PRICE AGREEMENT

Master Contract Number RFP4400003124

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Carol Clingman – Contract Analyst
Office of procurement Services – State of Ohio
4200 Surface Road, Columbus, OH 43228
(614) 752-0032 office
(614) 644-1785 fax
E-mail: carol.clingman@das.state.oh.us

III. TERMS AND CONDITIONS

In addition to the Terms and Conditions listed in this RFP, the following requirements will apply to the state of Ohio.

State of Ohio Terms and Conditions

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES**

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING

Registration with the Secretary of State. By the signature affixed to this document, the bidder attests that the Bidder is:

- (A) an Ohio corporation that is properly registered with the Ohio Secretary of State; or
- (B) a foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Certification Regarding Contract Eligibility With Other Governmental Entities. By the signature affixed to this document, Bidder hereby certifies that Bidder has not, within the last seven (7) years been the subject of any government action to limit the Bidder's right to do business with the government. If the Bidder cannot so certify, the Bidder must provide a written explanation with the bid response.

Suspension and Debarments. The Department of Administrative Services will not award a contract for goods or services, funded in whole or in part with Federal funds, to a person who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <http://www.epls.gov/>.

Elections Law. Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

The Contractor is solely responsible to know the requirements and limitations set forth in the above-referenced Divisions of O.R.C. Section 3517.13, and to comply with those requirements and restrictions. The Contractor shall not accept a Contract and/or any purchase order issued under the Contract if the Contractor is unable to certify compliance with all provisions set forth in O.R.C. Section 3517.13. If the Contractor is unable to certify such compliance and accepts a Contract and/or purchase order issued under the Contract, DAS shall deem the Contractor in breach. As such, DAS may deem the Contract invalid and immediately cancel the Contract. If DAS cancels the Contract and applicable purchase order(s), the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State of Ohio. Also, any Contractor unable to certify compliance with the above-referenced provisions in O.R.C. Section 3517.13, that accepts the Contract and any purchase orders issued under the Contract, will be held financially liable for any additional costs incurred by the DAS or other governmental entities placing orders under the Contract. These additional costs include those costs associated with re-awarding the Contract and/or seeking replacement items related to the cancellation of the Contract and/or related purchase orders.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov.

The following links provide documents that should be signed and submitted with each proposal.

- A. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA).** The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBA) at <http://obg.ohio.gov> to file for DMA pre-certification; if you are not already registered you must:
 - 1. Register with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>;
 - 2. Review the Terrorist Exclusion List at: http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf;
 - 3. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf and submit this with your RFP response.

Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.

- B. W-9 Form and Additional Vendor Information Form.** The Offeror must complete a Federal Form W-9 form (dated November 2005 or later) and the Vendor Information Form (OBM-3456) in their entirety. At least one (1) original of each (W-9 and OBM-3456) must be submitted. All other copies of a Proposal may contain copies of these forms. Please indicate on the outside of the binder which Proposal contains the original, blue ink signature. If a subsidiary

company is involved, Offerors must have an original W-9 and OBM-3456 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site at <http://www.obm.ohio.gov/forms>

- C. Equal Employment Opportunity.** The Offeror will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/Eod/AAEEO.htm>

The awarded Contractor shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the RFP document and the state of Ohio Terms and Conditions, the state of Ohio shall supersede.

STANDARD CONTRACT TERMS AND CONDITIONS

I. CONTRACT TERM PROVISIONS:

- A. APPROPRIATION OF FUNDS.** The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of a current biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the State of the decision to do so.

- B. OBM CERTIFICATION.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all of the following conditions have been met:

1. All statutory provisions under the Ohio Revised Code, including Section §126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. TERMINATION / SUSPENSION.

1. **Contract Termination.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
 - a. **Termination for Default.** If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.
 - b. **Termination for Unremedied Default.** If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.
 - c. **Termination for Persistent Default.** The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
 - d. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.
 - e. **Termination for Financial Instability.** The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
 - f. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract.

However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

- g. Termination for Subcontractor Default.** The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.
 - h. Termination for Failure to Retain Certification.** Pursuant to section §125.081 of the Revised Code, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) as certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.
 - i. Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
 - j. Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.
- 2. Contract Suspension.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause will be effective immediately on the Contractor's receipts of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

II. CONTRACT REMEDIES:

- A. ACTUAL DAMAGES.** Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- B. LIQUIDATED DAMAGES.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.
- C. DEDUCTION OF DAMAGES FROM CONTRACT PRICE.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice to being issued to the Contractor by the State.

III. PAYMENT PROVISIONS:

A. INVOICE REQUIREMENTS. The Contractor must submit an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

1. The purchase order number authorizing the delivery of products or services.
2. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

B. PAYMENT DUE DATE.

1. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.
2. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section §126.30.

IV. CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

A. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY. Contractor warrants that it is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

B. INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractors performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

C. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

D. ASSIGNMENT / DELEGATION. The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

E. CONFIDENTIALITY. The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential.

The Contractor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production. The Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without

the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

F. DRUG FREE WORKPLACE. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

G. GOVERNING LAW / SEVERABILITY. This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

Contractor Quarterly Sales Report. In addition to the reporting required in the Contract, the Contractor must also report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

State of Ohio
Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

Contractor Revenue Share. The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Treasurer State of Ohio and forward the check to the following address:

State of Ohio
Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share. If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

Workers' Compensation. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.

Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The Office of Procurement Services reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy (ies) endorsed to reflect per project / per location general aggregate limits.

If not submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with the Office of Procurement Services within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive. Said certificates are subject to the approval of the Director, Department of Administrative Services and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Director, Department of Administrative Services. Failure of the Bidder to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as a default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best.

Ohio Ethics. All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Strickland's Executive Order 2007-01S for Ethics.

In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other Contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

Executive Order 2007-01S is available for review at www.governor.ohio.gov, click on Governor's Office and then on Executive Orders.

Declaration of Material Assistance. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

(a) I have **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

or

(b)(1) I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

(2) I have either precertified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as directed on page 2 of the Invitation to Bid, (Item D), certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest with the State, and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Reimbursable Expenses. The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Revised Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Project Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

Participating Addendum

Between the State of Oregon,
acting by and through its Department of Administrative Services,
State Procurement Office
and Center for Reflection, Education and Action (CREA)
for the purchase of
Sweat-free Independent Monitoring Services,
Under
STATE OF PENNSYLVANIA MASTER PRICE AGREEMENT
#4400005735 ("Price Agreement")
[Oregon Contract Reference # 9975]

This Participating Addendum between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office ("DAS SPO") and CREA ("Contractor") ("Addendum") is effective on the following terms and conditions:

RECITALS

- A. The State of Oregon, pursuant to its authority under the Oregon Revised Statutes Chapter 279A.200, participated in a competitive procurement conducted by the State of Pennsylvania (PA) Department of Personnel and Administration, State Purchasing Office (DGS/BP), Procurement Services for the purchase of Sweat-free Independent Monitoring Services;
- B. Contractor submitted a successful proposal to Purchase Sweat-free Independent Monitoring Services response to Request for Proposal (RFP) # 4400003124;
- C. The State of Oregon and other Authorized Purchasers in the State of Oregon desire to purchase from Contractor, from time to time, Sweat-free Independent Monitoring Services, and Contractor desires to sell those services and products.

The Parties further agree:

1. Scope

The purpose of this Addendum is to establish an agreement to agree for the purchase of Independent Monitoring Services in the State of Oregon by Authorized Purchasers. DAS SPO makes no representation that any purchases will be made under this Addendum and reserves the right to purchase the same or similar services and products from any third party. Oregon Cooperative Purchasing Program (ORCPP) members may also be entitled to make purchases under this Addendum. DAS SPO has no estimate of the volume of any of these potential purchases. This Addendum is effective upon signature by DAS SPO and receipt of all approvals as required by law ("Effective Date").

2. Changes - State-Specific Constitutional, Statutory and Other Requirements

The attached Exhibits A and B are incorporated in this Addendum and apply to all transactions under this Addendum.

3. Primary Contact

The primary contact for administration of this Addendum is:

Name: Timothy J. Jenks
 Address: 1225 Ferry Street SE, Sale, Oregon 97301
 Telephone: (503) 378-4778
 Fax: (503) 373-1626
 E-mail: Tim.Jenks@State.OR.US

This Addendum and the Price Agreement together with their exhibits, set forth the entire agreement between DAS SPO and Contractor with respect to the subject matter and supersedes and replaces all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with their exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and their exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and their exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum:

THE STATE OF OREGON,
 ACTING BY AND THROUGH
 ITS DEPARTMENT OF
 ADMINISTRATIVE SERVICES,
 STATE PROCUREMENT OFFICE

Contractor: Center for Reflection, Educa
 and Action
 PO Box 2507
 Hartford, CT 06146-2507

By: [Signature]
 Name: Timothy J. Jenks
 Title: State Procurement Analyst
 Date: August 7, 2009

By: [Signature]
 Name: Ruth Rosenbaum
 Title: PhD Executive Director
 Date: 7/31/09

By: [Signature]
 Title: Assistant Attorney General
 Date: August 7, 2009

By E-Mail

Lead State: Pennsylvania
 By: [Signature]
 Name: JANICE M. BRAYTON
 Title: Assoc. Comm. Mgr.
 Date: _____

*See original signature page of
 the PA D6S Contract.*

EXHIBIT A

Changes to Price Agreement State-Specific Constitutional, Statutory and Other Requirements

The Parties further agree:

1.0 Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Price Agreement and its exhibits.

"Authorized Purchaser" means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor.

"Contract" means the agreement between Authorized Purchaser and Contractor formed by the Authorized Purchaser's issuance of a Purchase Order that incorporates by reference the terms and conditions of this Addendum.

"ORCPP" means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State.

"Price Agreement" means the Price Agreement entered into between Contractor and the State of Pennsylvania, PA # 9975.

"Purchase Order" means the purchase order document submitted to Contractor by an Authorized Purchaser that incorporates this Addendum by reference and specifies the quantity and type of goods or services that Contractor will provide to the Authorized Purchaser under the terms of this Addendum.

"State" means the State of Oregon, acting by and through its Department of Administrative Services ("DAS") or State Procurement Office ("SPO").

2.0 Scope. This Addendum establishes an agreement to agree between Contractor and DAS SPO for all goods and services as set forth in the Price Agreement and offered to Authorized Purchasers under this Addendum. This Addendum contains additional terms and conditions specifically applicable to individual Contracts between Contractor and Authorized Purchasers.

3.0 Terms; Purchase Orders.

3.1 Terms. The terms and conditions of the Addendum are incorporated by this reference and made a part of every Purchase Order issued hereunder. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Price Agreement, the terms and conditions of this Addendum take precedence. Terms and conditions of this Addendum may not be modified by any Purchase Order or otherwise unless the modification is made according to the terms of this Addendum.

3.2 Purchase Orders. Authorized Purchasers may purchase goods and services as described in Section IV – Statement of Work in the Price Agreement by submitting Purchase Orders detailing the goods and services to be provided. Contractor will not accept Purchase Orders for or sell, under

this Addendum, any services or goods that are not identified in the Price Agreement. The State of Pennsylvania Price Agreement number and the State of Oregon's ORPIN Contract Number must appear on every Purchase Order placed against this Participating Addendum. Authorized Purchaser shall provide Contractor with a copy of any complaint form it receives.

3.3 Effect of Purchase Orders. Contractor acknowledges that the State is only liable for purchases made by State of Oregon agencies that issue Purchase Orders. Other Authorized Purchasers are responsible for any purchases under Purchase Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Authorized Purchasers or any other entity.

Contractor must look solely to the Authorized Purchaser for payments related to Purchase Orders issued by that Authorized Purchaser

Authorized Purchasers are entitled to the warranties, rights, remedies, and benefits under the Price Agreement and this Addendum for any purchases made by such Authorized Purchasers pursuant to Purchase Orders.

3.4 Verification of ORCPP Members. Contractor is responsible for verifying that it provides goods and services under this Addendum only to Authorized Purchasers. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>. A list of State agencies may be found at: http://www.oregon.gov/a_to_z_listing.shtml

3.5 Purchase Order Documents. Authorized Purchasers may use their own forms for Purchase Orders. State agencies may also use the general State-approved Purchase Order referencing the Price Agreement Number. To the extent that the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each Purchase Order from an Authorized Purchaser that is not a State agency must contain, on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF PENNSYLVANIA PRICE AGREEMENT/CONTRACT NO. 4400005735 AND STATE of OREGON's ORPIN CONTRACT # 9975. THE TERMS AND CONDITIONS OF THE PRICE AGREEMENT AND THIS PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

4.0 Payment Provisions. Payment is due within 30 days of the Authorized Purchaser's acceptance of goods or services provided under a Purchase Order or the date the invoice is received, whichever is later. Payments are subject to ORS 293.462.

5.0 Funds available and authorized/non-appropriation. Contractor will not be compensated for goods delivered or services performed under a Purchase Order by any entity other than the Authorized

Purchaser that issued the Purchase Order. If Authorized Purchaser is a State agency, the following applies: By submitting a Purchase Order that calls for delivery in the Authorized Purchaser's then current budgetary period, the Authorized Purchaser represents its belief that it has sufficient funds then currently available and authorized for expenditure to finance the costs of the Purchase Order. An Authorized Purchaser's payment of amounts under a Purchase Order attributable to goods delivered or services performed after the last day of the budgetary period in which the Authorized Purchaser issues the Purchase Order is contingent on the Authorized Purchaser receiving from the Oregon Legislative Assembly or other appropriating authority, appropriations, limitations or other expenditure authority sufficient to allow the Authorized Purchaser, in the exercise of its reasonable administrative discretion, to pay for the goods or services described in the Purchase Order.

6. VOLUME SALES REPORTS:

6.1 a. ACCOUNTING AND REQUIRED REPORTS: Contractor shall submit a Volume Sales Report to DAS SPO not later than fifteen calendar days following the end of each calendar quarter (For the purposes of the Price Agreement, quarters end March 31, June 30, September 30, and December 31), which contains: (i) complete and accurate details of the net receipts for Goods sold to Authorized Purchasers during the relevant quarterly period; (ii) such other information as DAS may informally request. Contractor shall send a Volume Sales Report each quarter, whether or not there are reportable sales to DAS.

6.1 b. VOLUME SALES REPORT (VSR) INFORMATION. Contractor shall provide the following information on the VSR:

- 6.1.b.1 Price Agreement number.
- 6.1.b.2 Customer name. Separately identify State Agencies and ORCPP for the State of Oregon.
- 6.1.b.3 Purchase Order number.
- 6.1.b.4 Date Independent Monitoring Services ordered.
- 6.1.b.5 Date Independent Monitoring Services delivered.
- 6.1.b.6 Hourly Rate price and extended total.
- 6.1.b.7 Number of Hours.
- 6.1.b.8 Total Dollar Amount for ending Quarter.

6.1.c. VOLUME SALES REPORT FORMAT: Contractor shall provide Report(s) in a format approved by both parties. Reports on 3.5 inch diskette or by e-mail are preferred; however, hard copy reports are acceptable. The following format examples are preferred for VSR:

- 6.1.c.1. Excel Spreadsheet
- 6.1.c.2. All other report formats must be approved and agreed upon by DAS contract administrator and Contractor prior to submission of the first report.

6.1.d. REPORT RECEIPT/ACCEPTANCE: DAS SPO's receipt or acceptance of any VSR hereunder, shall not preclude DAS SPO from challenging the validity or accuracy thereof at any time.

6.1.e. DAS SPO RESERVES THE RIGHT TO TERMINATE THIS ADDENDUM IF VOLUME SALES REPORTS ARE NOT RECEIVED AS SCHEDULED.

7. Warranties. Without limiting the generality of the warranty provisions of the Price Agreement, Contractor represents and warrants to Authorized Purchaser that (a) Contractor has the power and

authority to enter into and perform this Addendum, (b) this Addendum and any Contract entered into hereunder, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, (d) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and (e) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

The warranties set forth in the Price Agreement and in this section are in addition to, and not in lieu of, any other warranties provided by law or otherwise.

8. Indemnities.

8.1 General Indemnity. Contractor will defend, save, hold harmless and indemnify the Authorized Purchaser and the State of Oregon, its agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the Addendum.

8.2 Infringement Indemnity. Contractor will, at Contractor's sole expense, defend, save, hold harmless and indemnify Authorized Purchasers, State, and any agency of the State of Oregon and all of their officers, employees and agents from and against any and all costs, damages, attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the goods or services furnished under a Purchase Order infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim").

8.3 Participation. Any Authorized Purchaser will have the right to have its own counsel and participate in the defense of any Infringement claim. If the Authorized Purchaser reasonably concludes that its interests are not being properly protected, it may enter any action. Contractor may not settle any Infringement Claim on the State of Oregon's behalf without the prior written consent of the Oregon Department of Justice. Further, if principles of governmental or public law are involved, the State of Oregon may participate in the defense of any infringement claim. Any participation of the State of Oregon pursuant to this subsection will not relieve Contractor of its obligation to save, hold harmless and indemnify the State of Oregon under this section, provided that the State of Oregon may not settle any Infringement Claim or action without Contractor's prior written consent, which will not be unreasonably withheld.

8.4 Remedies. If any goods or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Authorized Purchaser is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Authorized Purchaser the right to continue using the allegedly infringing goods or services, or replace or modify the goods or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Purchase Order to the satisfaction of the Authorized

Purchaser. If the foregoing remedies are not available, then Authorized Purchaser will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Authorized Purchaser's payments, in full, for the allegedly infringing goods or services.

9. Term and Termination of Participating Addendum.

9.1 Effective Date. This Addendum is effective on the date that all parties have signed it and all necessary approvals are in place. This Addendum remains in effect until the earlier of (i) the expiration or termination of the Price Agreement, or (ii) termination of this Addendum in accordance with its terms.

9.2 Termination of this Addendum. DAS SPO may terminate this Addendum, in whole or in part, immediately upon notice to Contractor, or at such later date as DAS SPO may establish in such notice, for any reason, or upon the occurrence of any of the following events:

- (i) State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Addendum; or
- (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under this Addendum is prohibited or the State is prohibited from paying for such goods from the planned funding source.

Upon receipt of written notice of termination, Contractor will stop performance under all Purchase Orders as directed by State.

9.3 Termination under any provision of this Addendum does not extinguish or prejudice State's or an Authorized Purchaser's right to enforce this Addendum or a Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Authorized Purchaser to indemnification by Contractor. If this Addendum or a Purchase Order is so terminated, the State or an Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for goods delivered and accepted by the Authorized Purchaser.

10. Termination of Individual Purchase Orders.

10.1 Individual Purchase Orders may be terminated at any time by written consent of the Authorized Purchaser and the Contractor or the Authorized Purchaser may, at its sole discretion, terminate individual Purchase Orders, in whole or in part, upon 30 days written notice to Contractor.

10.2 The Authorized Purchaser may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Contractor, or at such later date as the Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events:

- (a) The Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
- (b) Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the Authorized Purchaser is prohibited from paying for such goods from the planned funding source; or

(c) Contractor commits any material breach of this Addendum or a Purchase Order

10.3 Upon receipt of written notice of termination, Contractor will stop performance under the Purchase Order as directed by the Authorized Purchaser.

10.4 Termination of a Purchase Order does not extinguish or prejudice the Authorized Purchaser's right to enforce the Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the Authorized Purchaser to indemnification by Contractor. In addition, termination of a Purchase Order does not extinguish or prejudice the Authorized Purchaser's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Purchase Order is so terminated, the Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for goods delivered and accepted by the Authorized Purchaser.

11. Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Work under this Contract, and an Authorized Purchaser's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270. In addition, Contractor warrants goods and services provided under this Addendum will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

12. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

13. Notices. Except as otherwise provided in a Purchase Order, any formal communications between the parties to or notices to be given under a Purchase Order will be given in writing by personal delivery of a facsimile transmission or the notice or mailing the notice, postage prepaid, at the address or number set forth on the Purchase Order. Any communication so addressed and mailed will be deemed to have been received five (5) calendar days after mailing. Any communication delivered by facsimile will be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such facsimile transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Purchase Order. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

As between Contractor and State with respect to this Addendum, the authorized representatives of Contractor and State are, respectively:

CONTRACTOR:
as listed in the Price Agreement. 4400005735

FOR STATE:

Timothy J. Jenks
1225 Ferry St. SE, U140
Salem, Oregon 97301-4285
(503) 373-1250

14. **Governing Law.** This Addendum and resulting Contracts are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

15. **Jurisdiction and Venue.**

15.1 **State Claims.** Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Purchase Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court.

15.2 **Non-State Authorized Purchaser Claims.** Any Claims between Contractor and an Authorized Purchaser other than the State of Oregon that arise from or are related to individual Purchase Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Authorized Purchaser resides or has its principal office, or at Authorized Purchaser's option, within such other county as Authorized Purchaser will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

16. **Tax Certification.** Contractor represents and warrants to State that the Contractor Data and Tax Certification in the form of Exhibit B to the Addendum is true and accurate as of the effective date of this Addendum, and that Contractor will notify State in writing if such data or certifications change during the term of the Price Agreement such that the Exhibit B is no longer true and accurate.

17. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. An Authorized Purchaser may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

18. **Merger Clause; Waiver.** This Addendum, including the Price Agreement and the exhibits attached to this Addendum, constitutes the entire agreement between the parties on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific

purpose given. The failure of State to enforce any provision of this Addendum does not constitute a waiver by the State of that or any other provision.

19. **Independent Contractor.** Contractor's services are those of an independent contractor. Contractor is not an officer, employee or agent of the State of Oregon or of any Authorized Purchaser. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

20. **Access to Records.** Contractor will maintain all fiscal records relating to Purchase Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders in such a manner as to clearly document Contractor's performance thereunder for a period of six (6) years or as otherwise required by law. The Authorized Purchaser, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Authorized Purchasers. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

21. **Severability.** If any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

22. **Survival.** Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

23. **Insurance.** Within 15 days of the Effective Date, Contractor must provide proof to DAS SPO that the following insurance requirements have been met. No Purchase Orders may be placed or accepted until proof is provided that these requirements have been met,

WORKER'S COMPENSATION: All employers, including Contractor, that employ subject workers who work under this Addendum in the state of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor will ensure that each of its subcontractors complies with these requirements.

COMPREHENSIVE OR COMMERCIAL ADMINISTRATIVE LIABILITY: Contractor must obtain, at Contractor's expense, and keep in effect during the term of this Addendum, Comprehensive or Commercial Administrative Liability Insurance covering bodily injury and property damage.

This insurance must include personal injury coverage and products/completed operations liability. Combined single limit per occurrence must not be less than \$1,000,000, or the equivalent. Each annual aggregate limit must not be less than \$1,000,000, when applicable.

AUTOMOBILE LIABILITY: Contractor must obtain, at Contractor's expense, and keep in effect during the term of this Addendum, Automobile Liability Insurance. This coverage may be written in combination with the Comprehensive or Commercial Administrative Liability Insurance. Combined Single limit per occurrence must be at least \$1,000,000.

TAIL INSURANCE: If any liability insurance coverage required under this Addendum is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Addendum for a period of 24 months or the maximum time period the Contractor's insurer will provide, if less than 24 months.

ADDITIONAL INSURED: The liability insurance coverages that are required for performance of the Addendum must include the State of Oregon, the Department of Administrative Services and the State's divisions, including their officers and employees, as additional insureds but only with respect to the Contractor's activities to be performed under this Addendum.

NOTICE OF CANCELLATION OR CHANGE: There must not be any cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without Contractor first giving 30 days' written notice to State. Any failure to comply with the reporting requirements, except for the potential exhaustion of aggregate limits, must not affect the coverage provided to the State of Oregon, its Department of Administrative Services and their divisions, officers and employees.

CERTIFICATES OF INSURANCE: As evidence that the Contractor has obtained the insurance coverage required by this Contract, The Contractor must furnish Certificate(s) of Insurance to the Department of Administrative Services, Purchasing Section. The Certificate(s) will specify all of the parties who are additional insureds (or loss payees). Insurance coverage required under this Addendum must be obtained from acceptable national insurance companies. The Contractor must be financially responsible for all deductibles, self-insured retentions and self-insurance.

24. Anticipated Amendments. The parties may need to amend this Addendum to modify selected terms, conditions, price(s) and types of products and services. This Addendum maybe modified by written document only. OAR 125-246-0560 applies to all amendments to the Addendum.

EXHIBIT B

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): Center for Reflection, Education and Action, Inc.

Contractor Authorized Signature: Ruth Roubin

Date: 7-29-2009

Title: Executive Director

Address: P.O. Box 2509 Hartford, CT 06146-2509

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

Corporation Partnership Limited Partnership Limited Liability Company

Limited Liability Partnership

Sole Proprietorship Other: 501 c3 Not for Profit

Federal Tax ID#: 06-1451900 or SSN#: -

Above payment information must be provided prior to Addendum approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

C. EXPENSE REIMBURSEMENT.

OPTION 1: No Expense Reimbursement - Agency will not reimburse Contractor for any expenses under this Contract.

Use the following when Option 2, Option 3 or Option 4, below, is selected: Agency will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract.

OPTION 2: Travel Expenses Only - i. Agency will reimburse Contractor up to the amount specified in section 2.C.ii, for travel expenses at the rates specified in the Oregon Accounting Manual as of the date Contractor incurs the travel expenses. The Oregon Accounting Manual is available at <http://scd.das.state.or.us/oam/scdpolicy/tableofcontent.htm>. Contractor shall travel in the most efficient and cost-effective manner resulting in the best value to Agency. The travel must comply with all the requirements specified in this section 2.C and must be for official Agency business under this Contract only. Contractor shall provide Agency with receipts for all travel expenses incurred, except meals, for which Contractor seeks reimbursement. Contractor shall fly "coach class" unless Contractor pays the difference to upgrade the flight class. Contractor shall rent only economy or compact sized vehicles unless Contractor pays the difference to rent any other type of vehicle. Agency must approve in advance, in writing, all out-of-state travel for which Contractor intends to seek reimbursement under this Contract.

OPTION 3: Travel Expenses and Other Expenses - i. Agency will reimburse Contractor up to the amount specified in section 2.C.ii, for travel expenses and Other Expenses at the rates specified in the Oregon Accounting Manual as of the date Contractor incurs the travel or other expenses. The Oregon Accounting Manual is available at <http://scd.das.state.or.us/oam/scdpolicy/tableofcontent.htm>. "Other Expenses" means: *(List all other items for which Agency will reimburse contract and the reimbursement rate, e.g., copies, long distance charge, faxes, etc.)* Contractor shall travel in the most efficient and cost-effective manner resulting in the best value to Agency. The travel must comply with all the requirements specified in this section 2.C and must be for official Agency business under this Contract only. Contractor shall provide Agency with receipts for all travel expenses incurred, except meals, for which Contractor seeks reimbursement. Contractor shall fly "coach class" unless Contractor pays the difference to upgrade the flight class. Contractor shall rent only economy or compact sized vehicles unless Contractor pays the difference to rent any other type of vehicle. Agency must approve in advance, in writing, all out-of-state travel for which Contractor intends to seek reimbursement under this Contract.

OPTION 4: Other Expenses Only - i. Agency will not reimburse Contractor for travel expenses but will reimburse Contractor up to the amount specified in section 2.C.ii, for Other Expenses at the rates specified in the Oregon Accounting Manual as of the date Contractor incurs the Other Expenses. The Oregon Accounting Manual is available at <http://scd.das.state.or.us/oam/scdpolicy/tableofcontent.htm>. "Other Expenses" means: *(List all other items for which Agency will reimburse contract and the reimbursement rate, e.g., copies, long distance charge, faxes, etc.)*

ii. **Total for Reimbursable Expenses.** The total amount available to reimburse Contractor for expenses authorized for reimbursement under this section 2.C is \$_____.

**STANDARD CONTRACT
TERMS AND CONDITIONS
FOR DEPARTMENT OF GENERAL SERVICES
STATEWIDE SERVICES CONTRACTS - SAP**

1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Special Conditions and Instructions, whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.

The fully executed Contract shall not contain "ink" signatures by the Commonwealth. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a binding, valid contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also represents that all approvals required by Commonwealth contracting procedures have been obtained.

The Contractor shall not start the performance of any work until all of the following have occurred: a. the Effective Date has arrived; b. the Contractor has received a copy of the fully-executed Contract; and c. the Contractor has received a purchase order from a Commonwealth agency. The Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully-executed Contract or before the Contractor has received a purchase order. Except as otherwise provided in Paragraph 3, no Commonwealth employee has the authority to verbally direct the commencement of any work under this Contract prior to the Effective Date.

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract, or any part of the Contract, for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new Contract.

2. ESTIMATED QUANTITIES

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase services covered under the Contract through a separate competitive procurement procedure, whenever the Department of General Services deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the services exists.

3. PURCHASE ORDERS

Commonwealth agencies may issue purchase orders against the Contract. These orders constitute the Contractor's authority to make delivery. All purchase orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept purchase orders which require performance extended beyond those performance time periods specified in the Contract but in no event longer than ninety (90) days after the expiration date of the Contract period. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders will not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the purchase order to be legally enforceable.
- b. Upon receipt of an order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth agency, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine contract purchase order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase orders under five thousand dollars (\$5,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement VISA Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Procurement VISA card.

4. INDEPENDENT CONTRACTOR

In performing the services required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.

5. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

6. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

7. POST-CONSUMER RECYCLED CONTENT

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified in Exhibits A-1 through A-8 to these Standard Contract Terms and Conditions.

8. COMPENSATION/EXPENSES

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

9. INVOICES

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by line item to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amount due under the Contract/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

10. PAYMENT

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Provide Service and Bill To" address on the contract purchase order, if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or purchase order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or purchase order.
- c. The Commonwealth will make contract payments through Automated Clearing House (ACH).
 - 1) Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
 - 2) The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
 - 3) It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

11. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 2374001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

12. WARRANTY

The Contractor warrants that all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. The Contractor shall pass through to the Commonwealth the manufacturer's warranty for all parts or supplies provided under the Contract. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

13. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the purchase order which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the purchase order. The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the purchase order. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

14. OWNERSHIP RIGHTS

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

15. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of the Contract.

16. HOLD HARMLESS PROVISION

The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

17. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract.

The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

18. DEFAULT

- a. The Commonwealth may, subject to the provisions of Paragraph 19, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 20, Termination Provisions) the whole or any part of this Contract including a purchase order, for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or contract purchase order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or contract purchase order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 5) Discontinuance of work without approval;
 - 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 7) Insolvency or bankruptcy;
 - 8) Assignment made for the benefit of creditors;
 - 9) Failure or refusal within 10 days after written notice by the Buyer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 10) Failure to protect, to repair, or to make good any damage or injury to property; or
 - 11) Breach of any provision of this Contract.

- b. In the event that the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.
- c. If the Contract is terminated in whole or in part as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Department of General Services, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Buyer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Buyer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in Paragraph 21, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

19. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

20. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a purchase order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or purchase order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract for Contractor default under Paragraph 18, Default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a purchase order for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a contract purchase order for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 20.a.

21. **CONTRACT CONTROVERSIES**

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the final determination denying a claim or within 135 days of filing a claim, if no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

22. **ASSIGNABILITY AND SUBCONTRACTING**

- a. Subject to the terms and conditions of this Paragraph 22, the Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under the Contract without the prior written consent of the Buyer, which consent may be withheld at the sole and absolute discretion of the Buyer.
- c. The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Buyer, which consent may be withheld at the sole and absolute discretion of the Buyer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Buyer, assign its rights to payment to be received under the Contract or a contract purchase order, provided that the Contractor provides written notice of such assignment to the Buyer and the ordering Commonwealth agency together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- e. For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor

provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

- f. Any assignment consented to by the Buyer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Buyer written notice of any such change of name.

23. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

24. CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
 - 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

- 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
 - d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
 - g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
 - h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
 - j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
 - k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These

rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

25. CONTRACTOR RESPONSIBILITY PROVISIONS

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

26. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

27. HAZARDOUS SUBSTANCES

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
 - 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
 - 3) Single chemicals:
 - a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and
 - c) The name, address, and telephone number of the manufacturer.
 - 4) Chemical Mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

28. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract purchase order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract purchase order without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

29. APPLICABLE LAW

The Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

30. INTEGRATION

The RFQ - Invitation For Bids form and the Contract form, including all documents referenced on the forms, as well as the purchase orders constitute the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

31. CHANGES

The Commonwealth reserves the right to **make changes** at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the service within the scope of the Contract; 3) to exercise an option to purchase or early payment option; 4) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 5) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such **change shall be made by:** a. the contracting officer shown on the Contract form, or b. the agency contracting officer for changes to purchase orders **by notifying the Contractor in writing.** The **change** shall be effective as of the date **of the change,** unless the **notification of change** specifies a later effective date. Such increases, decreases, changes, modifications or exercises of purchase options will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the supply in accordance with the **change.** Any dispute by the Contractor in regard to the performance required **by any notification of change** shall be handled through Paragraph 21, "Contract Controversies".

EXHIBIT A-1
CONSTRUCTION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber Plastic	90 -	- 90
Patio Blocks	Rubber or Rubber Blends Plastic or Plastic Blends	90 -	- 90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: --Consolidated ¹ --Reprocessed ² ----White, Off-White, Pastel Colors ----Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material Recovered Material Recovered Material	100 20 50	- - -
Shower and Restroom Dividers/Partitions:	Plastic Steel ⁴	20 16 67	- 9 33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	Old Carpet Cushion Burlap Carpet Fabrication Scrap Tire Rubber	15 40 - 60	- - 100 -
Railroad Grade Crossing Surfaces --Concrete --Rubber ³ --Steel ⁴	Coal Fly Ash Tire Rubber Steel	- - 16 67	15 85 9 33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

¹ Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.

² Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

³The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives

⁴ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

Bidder certifies that the construction product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the construction product(s), to provide the Commonwealth with documentary evidence that the construction product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-2
VEHICULAR PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-3
PAPER PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and	20

	identification and tabulating cards	
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	25 25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill

Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

EXHIBIT A-4
LANDSCAPING PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All landscaping products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Landscaping Products	Recovered Material Content
Hydraulic Mulch: -----Paper -----Wood/Paper	100% (post-consumer) 100% (total)
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use compost made from yard trimmings, leaves, grass clippings and/or food wastes for applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in erosion control and soil reclamation. DGS further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: -----Rubber and/or Plastic Soaker Hose: -----Rubber and/or Plastic	60% (post-consumer) 60% (post-consumer)
Lawn and Garden Edging: -----Rubber and/or Plastic	30% (post-consumer)/30-100% (total)
Landscaping Timber and Posts: -----HDPE -----Mixed Plastics/Sawdust -----HDPE/Fiberglass -----Other mixed Resins	25% (post-consumer) + 50% (recovered) 50% (post-consumer) + 50% (recovered) 75% (post-consumer) + 20% (recovered) 50% (post-consumer) + 45% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the landscaping product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the landscaping product(s), to provide the Commonwealth with documentary evidence that the landscaping product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-5
MISCELLANEOUS PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All miscellaneous products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Miscellaneous Products	Recovered Material Content
Awards and Plaques -----Glass -----Wood -----Paper -----Plastic and Plastic/Wood Composites	75% (post-consumer) + 25% (recovered) 100% (total) 40% (post-consumer) 50% (post-consumer) + 45% (recovered)
Industrial Drums -----Steel ¹ -----Plastic (HDPE) -----Fiber (paper)	16% (post-consumer) + 9% (recovered) 30% (post-consumer) 100% (post-consumer)
Mats -----Rubber -----Plastic -----Rubber/Plastic Composite	75% (post-consumer) +10% (recovered) 10% (post-consumer) + 90% (recovered) 100% (post-consumer)
Pallets -----Wood -----Plastic -----Thermoformed -----Paperboard	95% (post-consumer) 100% (post-consumer) 25% (post-consumer) 50% (post-consumer)
Signage -----Plastic -----Aluminum -----Plastic Sign Posts/Supports -----Steel Sign Posts/Supports ²	80% (post-consumer) 25% (post-consumer) 80% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Sorbents -----Paper -----Textiles -----Plastics -----Wood ³ -----Other Organics/Multimaterials ⁴	90% (post-consumer) +10% (recovered) 95% (post-consumer) 25% (total) 100% (total) 100% (total)
Manual-Grade Strapping -----Polyester -----Polypropylene -----Steel ²	50% (post-consumer) 10% (total) 16% (post-consumer) +9% (recovered) 67% (post-consumer) +33% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

¹Steel used in steel drums is manufactured using the Basic Oxygen Furnace (BOF) process, which contains 25-30% total recovered material, of which 16% is post-consumer steel. Steel used in manual-grade strapping is manufactured using either the BOF process or the Electric Arc Furnace (EAF) process, which contains 100% total recovered materials, of which 67% is post-consumer steel.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

³ "Wood" includes materials such as sawdust and lumber mill trimmings.

⁴ Examples of other organics include, but are not limited to, peanut hulls and corn stover. An example of multimaterial sorbents would include, but not be limited to, a polymer and cellulose fiber combination.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-6
NONPAPER OFFICE PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All nonpaper office products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Nonpaper Office Product	Recovered Material Content
Recycling Containers and Waste Receptacles: -----Plastic -----Steel ¹ -----Paper -----Corrugated -----Solid Fiber Boxes -----Industrial Paperboard	20% (post-consumer) 16% (post-consumer) + 9% (recovered) 25% (post-consumer) 40% (post-consumer) 40% (post-consumer) + 60% (recovered)
Plastic Desktop Accessories (polystyrene) including desk organizers, sorters, and trays, and memo, note, and pencil holders.	25% (post-consumer)
Binders: -----Plastic-Covered -----Paper-Covered -----Pressboard -----Solid Plastic -----HDPE -----PE -----PET -----Misc. Plastics	25% 75% (post-consumer) + 15% (recovered) 20% (post-consumer) + 30% (recovered) 90% (post-consumer) 30% (post-consumer) 100% (post-consumer) 80% (post-consumer)
Trash Bags (plastic)	10% (post-consumer)
Toner Cartridges	Return used toner cartridges for remanufacturing and reuse or purchase a remanufactured or recycled-content replacement cartridge.
Printer Ribbons	Procure printer ribbon reinking or reloading services or procure reinked or reloaded printer ribbons.
Plastic Envelopes	25% (post-consumer)
Plastic Clipboards: -----HDPE -----PS -----Misc. Plastics	90% (post-consumer) 50% (post-consumer) 15% (post-consumer)
Plastic File Folders -----HDPE	90% (post-consumer)
Plastic Clip Portfolios -----HDPE	90% (post-consumer)
Plastic Presentation Folders -----HDPE	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

¹ The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is made from steel manufactured from in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-7
PARK & RECREATION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All park and recreation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Park & Recreation Product	Recovered Material Content ¹
Park Benches & Picnic Tables:	
-----Plastic ²	90% (post-consumer) + 10% (recovered)
-----Plastic Composites	50% (post-consumer) + 50% (recovered)
-----Aluminum	25% (post-consumer)
-----Concrete	15% (total)
-----Steel ³	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
Plastic Fencing for Specified Uses⁴	60% (post-consumer) + 30% (recovered)
Playground Equipment	
-----Plastic ³	90% (post-consumer) + 10% (recovered)
-----Plastic Composites	50% (post-consumer) + 45% (recovered)
-----Steel ⁴	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
-----Aluminum	25% (post-consumer)
Playground Surfaces:	
-----Plastic or Rubber	90% (post-consumer)
Running Tracks:	
-----Plastic or Rubber	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the park and recreational product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the park and recreational product(s), to provide the Commonwealth with documentary evidence that the park and recreational product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ The recommended recovered materials content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² "Plastic" includes both single and mixed plastic resins. Park benches and picnic tables made with recovered plastic may also contain other recovered materials such as sawdust, wood, or fiberglass. The percentage of these materials contained in the product would also count toward the recovered materials content level of the item.

³ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (AF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

⁴ Designation includes fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

EXHIBIT A-8
TRANSPORTATION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All transportation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Transportation Products	Recovered Material Content ¹
Traffic Cones: -----Plastic (PVC and LDPE) -----Crumb Rubber	50% (recovered) 50% (recovered)
Traffic Barricades (type I and II only): -----Plastic (HDPE, LDPE, PET) -----Steel ² -----Fiberglass	80% (post-consumer) + 20% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 100% (recovered)
Parking Stops: -----Plastic and/or Rubber -----Concrete Containing Coal Fly Ash -----Concrete Containing Ground Granulated Blast Furnace Slag	100% (recovered) 20% (recovered) 15% when used as a partial cement replacement as an admixture in concrete. 25% (recovered)
Traffic Control Devices: -----Channelizers: -----Plastic -----Rubber (base only) -----Delineators: -----Plastic -----Rubber (base only) -----Steel (base only) ² -----Flexible Delineators	25% (post-consumer) 100% (post-consumer) 25% (post-consumer) 100% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the transportation product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the transportation product(s), to provide the Commonwealth with documentary evidence that the transportation product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ Content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

MANUFACTURER/MILL CERTIFICATION

(To be submitted with invoice for each order)

TO BE COMPLETED BY MANUFACTURER/MILL:

NAME OF MANUFACTURER/MILL: _____

ADDRESS OF MANUFACTURER/MILL: _____

FEDERAL EMPLOYER I.D. NO.: _____

CONTRACT OR REQUISITION NO. _____

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

Type of product(s) which the manufacturer/mill furnished to the contractor: _____

CERTIFICATION: I, the undersigned officer of the above-named manufacturer/mill, do hereby certify that I am authorized to provide this certification on behalf of the above-named manufacturer/mill and that the type of product(s) listed above which my company furnished to the contractor named above for the referenced contract or purchase requisition, contained not less than _____% post-consumer materials and _____% recovered materials as those terms are defined in the invitation for bids. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

Signature

Name of Signatory

Title

Date

II. General instructions for filling out this workbook.

1. Enter your responses for each worksheet tab, enter your responses in the yellow highlighted sections . Please be concise in your responses.
2. All worksheets have been password-protected. Please enter information only as requested.
3. Complete the Supplier information form.
4. Complete the scenario form as if you were conducting an investigation.
5. On the Geographic Coverage form provided, indicate the six (6) regions of the world that you will be able to provide resources.
6. A complaint scenario has been provided to base the costs for monitoring services in regions that you would provide services.
7. Enter your cost for the all regions that you provide services.
8. If you have any questions while filling out this workbook, please contact Jan Braxton as follows:

Telephone: (717) 703-2943

Email: jbraxton@state.pa.us

III. Brief description of each spreadsheet included in this workbook.

Supplier Info	General supplier information questions. Please answer all questions completely within the workbook.
Geographic Coverage	Identifies supplier's geographic coverage.
Scenerio	List the job categories, titles, typical capabilities and competencies for each type of resource you are able to provide.
Cost Submittal	Information for Cost Submittal will be based on the Scenario for each region of service. The cost information will establish your fixed prices. The cost will not be scored or receive points for the RFP evaluation.

Please provide the appropriate response within the cells shaded in 'yellow'.

I. Supplier Contact Information - Provide contact information for one person responsible for coordinating your responses during this entire bid process.

Name of contact	
Contact's title	
Telephone	
Fax	
Email	
Street address	
State	
Zip Code	
Country	

II. Company Overview.

Company name	
Company web-site address	
Number of employees	
Annual revenues (US\$)	
Parent company name (if any)	
Parent company web-site address	
How many of the company's employees are Pennsylvania based?	
Is your company registered and certified in the Commonwealth of Pennsylvania as an Enterprise Zone Small Business?	
Is your company registered and certified in the Commonwealth of Pennsylvania as a Woman or Minority Owned Business?	
Describe your company's competitive advantages over other providers in the market?	

III. Capabilities Assessment

How many contractors does your company currently have placed at clients in the US?	
What are your company's core competency skill sets?	
What is your company's pre-qualification process for contract resource candidates?	

Scenario: Submit with Technical Submittal (Only complete the sections in yellow)

On August 10, 2008, the "Commonwealth" received a Complaint filed regarding Sweatshop Sports, a factory located in a country within each Region. There are approximately 300 employees employed by the factory. Sweatshop Sports is a participating supplier.

A complaint brought allegations to the Commonwealth's attention involving a USA based labor rights organization, regarding factory non-compliance with respect to several elements of the State and Local Government Code of Conduct and compliance benchmarks, including:

- (1) Excessive overtime
- (2) Failure to pay minimum wage
- (3) Improper payment of wages
- (4) Discrimination based on a worker's provincial origin
- (5) Retaliation against workers for using grievance procedures
- (6) Improper contracting
- (7) Poor and unsafe conditions in dormitories
- (8) Poor quality of food

Contractor/Sub-Contractor Information:

Name:	
Address:	
Address:	
Contact(s):	
Phone Number:	
Email Address:	

Reason for Complaint: (Describe in detail):

--	--

Number of Plant Employees: 300

Number of Employees interviewed:

--	--

Investigator(s) Name(s):

--	--

Date(s) of Visit(s):

--	--

Findings (Describe in detail):

--	--

Recommendations:

--	--

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	1	Anguila		
	1	Bahamas		
	1	Barbados		
Y	1	Bermuda	as needed	
Y	1	Canada	as needed	
	1	Dominica		
Y	1	Dominican Republic	as needed	
	1	Greenland		
Y	1	Haiti	as needed	
	1	Hawaii		
	1	Iceland		
Y	1	Mexico	as needed	
	1	Montserrat		
Y	1	Puerto Rico	as needed	
	1	Turks Caicos Islands		
Y	1	United States of America	as needed	
Y	1	Virgin Island	as needed	
	2	Grenada		
Y	2	Argentina	as needed	
	2	Aruba		
Y	2	Belize	as needed	
Y	2	Bolivia	as needed	
Y	2	Brazil	as needed	
	2	Cayman Island		
Y	2	Chile	as needed	
Y	2	Colombia	as needed	
Y	2	Costa Rica	as needed	
	2	Cuba		
Y	2	Ecuador	as needed	
Y	2	El Salvador	as needed	
	2	Falkland Islands		
	2	French Guiana		
Y	2	Guatemala	as needed	
	2	Guyana		
Y	2	Honduras	as needed	
Y	2	Jamaica	as needed	

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
Y	2	Nicaragua	as needed	
Y	2	Panama	as needed	
Y	2	Paraguay	as needed	
Y	2	Peru	as needed	
	2	Saint Lucia		
	2	Surinam		
Y	2	Trinidad and Tobago	as needed	
Y	2	Uruguay	as needed	
Y	2	Venezuela	as needed	
	3	Albania		
	3	Andorra		
	3	Antigua & Barbuda		
Y	3	Austria	as needed	
	3	Belarus		
Y	3	Belgium	as needed	
Y	3	Bosnia	as needed	
Y	3	Britain	as needed	
Y	3	Bulgaria	as needed	
	3	Croatia		
	3	Cyprus		
	3	Czech Republic		
Y	3	Denmark	as needed	
	3	Estonia		
	3	Faroe Islands		
Y	3	Finland	as needed	
Y	3	France	as needed	
	3	Georgia		
Y	3	Germany	as needed	
	3	Gibraltar		
Y	3	Greece	as needed	
	3	Guernsey		
Y	3	Hungary	as needed	
Y	3	Ireland	as needed	
	3	Isle of Man		
Y	3	Italy	as needed	
	3	Jersey		

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	3	Latvia		
	3	Liechtenstein		
	3	Lithuania		
	3	Luxembourg		
	3	Macedonia		
	3	Malta		
	3	Moldova		
	3	Monaco		
	3	Netherlands		
	3	Norfolk Islands		
	3	Northern Marianas		
Y	3	Norway	as needed	
Y	3	Poland	as needed	
Y	3	Portugal	as needed	
Y	3	Romania	as needed	
Y	3	Russian Federation	as needed	
	3	San Marino		
	3	Sao Tome Principe		
Y	3	Scotland	as needed	
	3	Seborga		
	3	Serbia Montenegro		
	3	Slovakia		
	3	Slovenia		
Y	3	Spain	as needed	
	3	St. Kitts And Nevis		
Y	3	Sweden	as needed	
Y	3	Switzerland	as needed	
	3	Ukraine		
Y	3	United Kingdom	as needed	
	3	Vincent And Gredines		
	4	Afghanistan		
	4	Armenia		
	4	Azerbaijan		
	4	Bahrain		
Y	4	Bangladesh	as needed	
Y	4	Egypt	as needed	

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
Y	4	India	as needed	
	4	Iran		
	4	Iraq		
Y	4	Israel	as needed	
Y	4	Jordan	as needed	
	4	Kazakhstan		
	4	Kuwait		
	4	Kyrgyzstan		
Y	4	Lebanon	as needed	
	4	Maldives		
	4	Oman		
Y	4	Pakistan	as needed	
Y	4	Palestine	as needed	
Y	4	Qatar	as needed	
Y	4	Saudi Arabia	as needed	
Y	4	Sri Lanka	as needed	
Y	4	Syria		
	4	Tajikistan	as needed	
Y	4	Turkey	as needed	
	4	Turkmenistan		
Y	4	United Arab Emirates	as needed	
Y	4	Uzbekistan	as needed	
	4	Yemen		
	5	Algeria		
	5	Angola		
	5	Benin		
Y	5	Botswana	as needed	
	5	Burkina Faso		
	5	Burundi		
Y	5	Cameroon	as needed	
Y	5	Cape Verde	as needed	
	5	Central African Republic		
	5	Chad		
Y	5	Cote D'Ivoire	as needed	
	5	Dem. Rep. of Congo		
	5	Djibouti		

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	5	Equatorial Guinea		
	5	Eritrea		
Y	5	Ethiopia	as needed	
	5	Gabon		
Y	5	Ghana	as needed	
Y	5	Kenya	as needed	
Y	5	Lesotho	as needed	
Y	5	Liberia	as needed	
	5	Libya		
Y	5	Madagascar	as needed	
Y	5	Malawi	as needed	
Y	5	Mali	as needed	
	5	Mauritania		
Y	5	Mauritius	as needed	
	5	Morocco		
	5	Mozambique		
	5	Namibia		
	5	Niger		
Y	5	Nigeria	as needed	
	5	Republic of Congo		
	5	Rwanda		
Y	5	Senegal		
	5	Seychelles		
	5	Sierra Leon		
Y	5	Somalia	as needed	
Y	5	South Africa	as needed	
	5	Sudan		
	5	Swaziland		
Y	5	Tanzania	as needed	
	5	The Gambia		
	5	Togo		
	5	Tunisia		
Y	5	Uganda	as needed	
	5	Western Sahara		
Y	5	Zaire	as needed	
Y	5	Zambia	as needed	

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
Y	5	Zimbabwe	as needed	
	6	Antarctica		
Y	6	Australia	as needed	
	6	Bhutan		
	6	Brunei		
	6	Burma		
Y	6	Cambodia	as needed	
Y	6	China	as needed	
	6	Cook Islands		
Y	6	Fiji	as needed	
	6	French Polynesia		
	6	Guam		
	6	Guinea		
	6	Guinea Bissau		
Y	6	Hong Kong	as needed	
Y	6	Indonesia	as needed	
Y	6	Japan	as needed	
	6	Kiribati		
Y	6	Laos	as needed	
	6	Macao		
Y	6	Malaysia	as needed	
	6	Marshall Islands		
	6	Micronesia		
	6	Mongolia		
	6	Myanmar		
	6	Nauru		
	6	Nepal		
Y	6	New Zealand	as needed	
	6	Niue		
	6	North Korea		
	6	Palau		
	6	Papua New Guinea		
Y	6	Philippines	as needed	
	6	Pitcairn Islands		
	6	Samoa		
Y	6	Singapore	as needed	

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	6	Solomon Islands		
	6	South Korea		
Y	6	Taiwan	as needed	
Y	6	Thailand	as needed	
	6	Tibet		
	6	Timor Leste		
	6	Tonga		
	6	Vanuatu		
Y	6	Vietnam	as needed	

**Appendix E Cost Submittal
CREA for the CREA Collaborative
RFP 4400003124**

	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6
Administration - includes communication with Government entity, project oversight, communications with Collaborative members in project, translation oversight , final report preparation, submission of report, etc. Cost per investigation	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00
General overhead includes report emailed and hard copy report mailed to entity	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Administration Sub-total	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
ALLEGATION REVIEW-Staffing						
Day rate	\$750.00	\$650.00	\$1,000.00	\$750.00	\$750.00	\$1,000.00
Hourly Rate	\$93.75	\$81.25	\$125.00	\$93.75	\$93.75	\$125.00
2 persons at day rate for 2 days	\$3,000.00	\$2,600.00	\$4,000.00	\$3,000.00	\$3,000.00	\$4,000.00
Translator - if necessary. Many factories have workers from many countries therefore additional translators <i>may</i> be necessary @ day rate	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750
Travel to location for 2 persons - include airfare, visas, etc.	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project
Food and Lodging for 2 persons including internet access	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project
Local Transportation						
Writing of preliminary report	\$750.00	\$650.00	\$1,000.00	\$750.00	\$750.00	\$1,000.00
Allegation Review Sub-Total	\$4,500.00	\$4,000.00	\$5,750.00	\$4,500.00	\$4,500.00	\$5,750.00
EVIDENCE INVESTIGATION						
2 persons at day rate for 2-3 days	\$3,000-\$4,500	\$2,600-3,900	\$4,000-\$6,000	\$3,000-\$4,500	\$3,000-\$4,500	\$4,000-\$6,000
Translator - if necessary. Many factories have workers from many countries therefore additional translator <i>may</i> be necessary @ day rate	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750
Travel to location for 2 persons - including airfare, visas, etc.	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project
Food and Lodging for 3 persons including internet access	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project
Local Transportation						
Evidence Investigation Sub-Total	\$ 5,250.00	4650.00	6750.00	5250.00	5250.00	6750.00
REPORTS and ANALYSIS						
2 persons @ 2.0 days each	3000.00	2600.00	4000.00	3000.00	3000.00	4000.00
Translator - if necessary - 2 days	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750
Printing of report	50.00	50.00	50.00	50.00	50.00	50.00
Analysis and Report Writing Sub-Total	\$ 3,800.00	2800.00	4800.00	3800.00	3800.00	4800.00
Estimated Total Cost (not including travel, lodging, etc.)	\$ 14,650.00	\$ 12,550.00	\$ 18,400.00	\$ 14,650.00	\$ 14,650.00	\$ 18,400.00
Note about Travel and Lodging Costs:	Wherever possible, the work will be done by Collaborative memebtrs as close to the investiigation as possible. Because of the fluctuation of airline prices, it is impossible to guesstimate what the travel costs will be. Lodging will also be chosen as cost effective as possible as long as the location is safe for the investigation team					

CREA and the CREA Colaborative are available to provide other consultatuive work for the states' governemnt or their contractor. These works might include any of the following: Review of Codes, Development of Standardized Assessment Tools, Improving Management Systems in Factories, etc. Costs are dependent on time involved and region of the world. The specific projects are priced at a day rate which is presnted below along with the hourly rate associated. Additional costs include administration and project oversight, translation, travel and lodging on site, etc. The general rates for such projects are listed below:

		Region 1	Region 2	Region 3	Region 4	Region 5	Region 6
communication with Government entity, project oversight, communications with Collaborative		\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00
General overhead includes report emailed and hard copy report mailed to entity		\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Administrative Sub-Total:		\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
Specific Projects							
Day rate		\$750.00	\$650.00	\$1,000.00	\$750.00	\$750.00	\$1,000.00
Hourly Rate		\$93.75	\$81.25	\$125.00	\$93.75	\$93.75	\$125.00
On Site Translation where necessary		\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750	\$500-\$750
Travel, food and lodging		To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project	To be determined at time of project
Wherever possible, we use people as close to the site of the project to minimize travel and hotel costs as well as time.							

REQUEST FOR PROPOSALS FOR

Sweatfree Independent Monitoring

ISSUING OFFICE

Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
555 Walnut Street
Forum Place, 6th 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 rayler@state.pa.us .	Potential Offerors	01/02/09
Preproposal Conference— Forum Place 555 Walnut St, 6 th floor, Harrisburg, PA 17101- Conference Room 1	Issuing Office/Potential Offerors	01/13/09
Answers to Potential Offeror questions posted to the DGS website (http://www.dgsweb.state.pa.us/RTA/Search.aspx) no later than this date.	Issuing Office	01/20/09
Please monitor website for all communications regarding the RFP.	Potential Offerors	On Going
Sealed proposal must be received by the Issuing Office at Department of General Services, Bureau of Procurement, Forum Place, 6th floor, 555 Walnut Street, Harrisburg, PA 17101 by 2:00 P.M. (EST)	Offerors	02/04/09

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 – 6th Floor, Harrisburg, PA 17101, 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. 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 #440003124 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
Website: 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
4th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120-0225
Phone: (717) 720-7409
Fax: (717) 787-4088
Email: 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 or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th 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, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail 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.

Priority Rank 2	Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
Priority Rank 3	Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
Priority Rank 4	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:

Priority Rank 1	Proposals submitted by an Enterprise Zone Small Business will receive three bonus points for this criterion.
Priority Rank 2	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.
Priority Rank 3	Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the one bonus point for this criterion.
Priority Rank 4	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. The IM(s) shall have no association with Sweatfree advocates to ensure 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

- 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.

ATTACHMENT A

State and Local Government (public entity) Proposed Sweatfree Code of Conduct (Code of Conduct)

I. Purpose

The public entity and its IM will use the standards enumerated in this Code of Conduct for the purpose of determining contractor and subcontractor compliance with Sweatfree production.

II. Scope

This Code of Conduct applies to the procurement and laundering of apparel, garments, footwear and textiles; and corresponding accessories, and the procurement of equipment, materials, and other supplies for the public entity, its agencies, or its employees. Procurement includes contract, purchase, rental, lease, or allowance and voucher programs. Other goods and services may be targeted for enforcement, dependent upon the statutes, policies and procedures or as mandated by each State.

III. Definitions

- a. **“State and Local Government”** means public entity
- b. **“State and Local Government Proposed Sweatfree Code of Conduct”** Code of Conduct governed by each state which ensure that all goods and services provided for the Commonwealth and public entities are produced in a sweatfree environment.
- c. **“Independent Monitor (IM)”** means an organization 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 this policy.
- d. **“Contractor”** means a person or entity that provides apparel, footwear, or textiles, and/or rental and/or laundering of such goods or services.
- 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 the goods or services covered by the applicable contract.
- 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. Prohibition of Sweatshop Conditions

The public entity shall only procure goods and services covered by this code of conduct from Contractors that ensure that all production facilities adhere to or exceed the following code of conduct in their practices regarding applicable workers.

- a. Legal Requirements. Production Facilities shall comply with all applicable domestic labor, employment, health and safety, environmental, and building laws; the "core" conventions of the International Labor Organization, including those regarding forced and child labor, nondiscrimination, and freedom of association and collective bargaining; and other internationally recognized labor rights regarding health and safety, maternity leave, hours of work, wages, and homework as defined by the International Labor Organization.
- b. Wages and Benefits. Production Facilities shall pay a non-poverty wage. In the United States, the non-poverty wage is the level of wages required for a full-time worker to produce an annual income equal to or greater than the United States Department of Health and Human Services' most recent poverty guideline for a family of three plus an additional 20% of the wage level paid either as hourly wage, health benefits, or pension benefits. Outside the United States, a non-poverty wage is a wage and benefit level that yields purchasing power comparable to the U.S. non-poverty wage.
- c. Hours of Work and Overtime. Production Facilities shall not require hourly and quota-based workers to work more than 48 hours per week. In addition, Production Facilities shall provide at least 24 consecutive hours of rest in every seven-day period, as well as holidays and vacations. Production Facilities shall ensure that all hours worked beyond the limits on working hours are voluntary, except when each of the following conditions exists: a) national law permits mandatory overtime; b) the facility is party to a collectively negotiated contract with a representative labor union and this contract permits mandatory overtime, and; c) mandatory overtime does not exceed the amount allowed by the collective contract. In addition to their compensation for regular hours of work, hourly and quota-based workers shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those locations where such laws do not exist, at a rate at least one-and-one-half their regular hourly compensation rate.
- d. Discrimination and Women's Rights. Production Facilities shall not discriminate in employment - including in hiring, salary, benefits, advancement, discipline, termination, retirement, or any other term or condition of employment or employer practice - on the basis of gender (including pregnancy), race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin. Production Facilities shall not require pregnancy tests as a condition of employment, nor demand pregnancy tests of employees. Women workers shall receive equal remuneration, including equal pay, benefits, treatment, and opportunity to fill positions open to male workers.
- e. Harassment and Abuse. Production Facilities shall not harass or abuse workers sexually,

psychologically, or verbally, or use corporal punishment.

- f. Freedom of Association. Production Facilities shall respect workers' rights to freedom of association.

V. Requirements – Contractor Affidavits, Public Records and Reporting

- a. Refusal to Contract. The public entity shall not enter into contracts with a Contractor if the public entity finds that the Contractor or one of its Subcontractors violates any requirement enumerated in this code of conduct and that the Contractor refuses or fails to take all reasonable steps to ensure that the violation is expeditiously remedied; or the Contractor fails to submit the information required in the affidavit described in Section V (b). In making a determination of non-compliance, the public entity may take into account information submitted by the Independent Monitor or other employees or agents authorized to assist in the implementation, administration, or enforcement of this code of conduct.
- b. Affidavits. In order to qualify for a contract, purchase order, rental, or lease agreement for provision of goods or services covered by this code of conduct the Contractor must submit affidavits that include the information set forth in this Section to the public entity issuing their contract(s). To ensure public access and confidence the contract(s) should be posted with this information on the public entity's internet website as soon as possible after final award of a contract. The information shall include:
 - i. The names, complete physical addresses, phone numbers, and contact persons of each production facility to be involved in the production of goods or provision of services.
 - ii. A statement by the Contractor indicating the following:
 - 1. The Contractor understands its obligation to ensure that all applicable Production Facilities adhere to the sweatfree code of conduct as defined in Section IV;
 - 2. The Contractor understands that if the public entity finds any of its applicable Production Facilities to be out of compliance with any of the provisions of Section IV, and the Contractor fails to take all reasonable steps as specified by the public entity and/or its designee(s) to compel the facility to remedy the non-compliance within a time period specified by the public entity, the Contractor will be deemed out of compliance with the sweatfree code of conduct as defined in Section IV.
 - 3. The Contractor has furnished a copy of the code of conduct as defined in Section IV of this code of conduct to each relevant Subcontractor, and instructed each Subcontractor to furnish the code of conduct to each relevant Production Facility.
 - iii. Any other information deemed necessary by the public entity for the administration and enforcement of this policy.
- c. Updated Information. If any information provided by the Contractor pursuant to this section changes during the specified time period of the contract, the Contractor shall submit or cause to be submitted to the Purchasing Agent affidavits with the updated

information.

VI. Verification and Compliance

- a. It shall be the responsibility of Contractors to ensure compliance with the code of conduct as defined in Section IV of this code of conduct in all Production Facilities. Contractors must establish and implement, and/or cause Subcontractors to establish and implement, managerial systems, rules, procedures, and audits sufficient to effectively ensure such compliance. Contractors must also ensure that their, and/or their Subcontractors', business and sourcing practices effectively ensure such compliance.
- b. Each Contractor shall cooperate fully with any investigation of the public entity's relevant enforcement official or agency or the enforcement official's or agency's designee, including without limitation agents authorized to assist in the implementation, administration or enforcement of this code of conduct. Each Contractor shall also ensure that each Subcontractor and Production Facility cooperates fully with investigations. Refusal of a Contractor to facilitate monitoring by or to cooperate fully in the monitoring process of the public entity or authorized agents may result in disqualification for bidding, in termination of a contract, or in other sanctions at the discretion of the public entity.

VII. Violations and Enforcement

- a. Complaints. Any person may complain that the code of conduct (Section IV) of this Chapter has been or is being violated. At the request of the party submitting the complaint, or when deemed necessary by the public entity, the public entity agrees to keep confidential the name and contact information of the complainant. The public entity shall ensure that the merits of each complaint are investigated and may utilize the services of the Independent Monitor for this purpose.
- b. Remediation. Upon determination of a violation of the code of conduct at a Production Facility of a Contractor or its supplier, including all Subcontractors, the public entity, authorized agents, the Contractor, and relevant Subcontractors shall consult for the purpose of agreeing to a remediation plan. The remediation plan should specify all necessary steps according to a timetable that will bring the Production Facility into compliance with the code of conduct as expeditiously as possible. In case the Contractor refuses or fails to take all reasonable steps to achieve code compliance as expeditiously as possible, the relevant enforcement official or agency may terminate the contract without notice in accordance with the public entity's laws and regulations regarding Contractors that violate conditions on contracting.
- c. Preemption. Nothing in this code of conduct shall be interpreted or applied so as to create any power or duty in conflict with any federal law. Nothing in this Chapter shall be interpreted to preempt any law of a political subdivision of the public entity.
- d. Severability. If any part or provision of this code of conduct, or the application of this code of conduct to any person or circumstance, is held invalid, the remainder of this code of conduct, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue in full force and effect. To this end, the provisions of this code of conduct are severable.

ATTACHMENT B – Complaint Form

COMPLAINTS OF NON-COMPLIANCE WITH THE

STATE AND LOCAL GOVERNMENT SWEATFREE CODE OF CONDUCT

Any complaint made to the Commonwealth or participating entity must state with reasonable specificity each reason a party subject to the complaint is allegedly not in compliance with the Code.

Commonwealth or participating entity Vendor/Supplier information:

Name: _____

Address: _____

Phone Number: _____

Factory's information:

Name: _____

Address: _____

Country: _____

Phone Number: _____

Please check the code of conduct violation(s) that occurred in the above mentioned factory.

<input type="checkbox"/>	Legal Requirements	<input type="checkbox"/>	Working Hours	<input type="checkbox"/>	Harassment and Abuse	<input type="checkbox"/>	Freedom of Association
<input type="checkbox"/>	Wages and Benefits	<input type="checkbox"/>	Overtime Compensation	<input type="checkbox"/>	Women's Rights	<input type="checkbox"/>	Complaints of Code Violations
<input type="checkbox"/>	Wage and Hour Records	<input type="checkbox"/>	Discrimination	<input type="checkbox"/>	Just Cause Termination	<input type="checkbox"/>	Business Shutdown

When did the problem occur? Please indicate dates or time periods, if possible.

Please explain the labor problem or code of conduct violation that occurred in the above mentioned factory in as much detail as possible. Feel free to attach any additional information.

Have you already reported this issue to the factory, a buyer, a local labor authority, a trade union, or other organization? If so, who did you report to and what was the outcome?

**COMPLAINTS OF NON-COMPLIANCE WITH THE
STATE AND LOCAL GOVERNMENT SWEATFREE CODE OF CONDUCT**

Complainant's Information:

Name: _____

Address: _____

Country: _____

Phone Number: _____

Email address: _____

Check box if you wish to remain confidential.

*This form must be signed and dated under oath before an official authorized by applicable law to administer oaths that, to the best of the complainant's knowledge, a vendor/supplier or a sub-vendor supplier/sub-supplier is not in compliance with the State and Local Government Sweatfree Code of Conduct.**

**Workers who submit complaints directly do not need to authorize their complaints under oath; 3rd parties outside the United States that file on behalf of workers are encouraged to submit them under oath, but not required to do so; United States 3rd parties must submit complaints under oath.*

Complainant's Signature: _____ **Date:** _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____, *County:* _____ *State:* _____

My Commission Expires: _____

Complaints can be sent by mail, fax, e-mail, or by email to our website:

Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
Attn: Sweatfree Compliance Officer
555 Walnut Street
Forum Place, 6th Floor,
Harrisburg, PA 17105

Fax: 717-214-9505
Email: rayler@state.pa.us

Complaint Received by: <i>(For internal use only)</i> Name: Date: Comments:
--

After receiving a complaint, alleging non-compliance with the Code, the Commonwealth or participating entity must timely contact, in writing and by certified letter, the vendor that is that subject of the complaint to inform the vendor of, and request a response to, the allegations made within fifteen (15) calendar days of receipt of the certified letter.

The failure to respond to the Commonwealth or participating entity's request within fifteen (15) calendar days shall be deemed a strong indication that the vendor may not be in compliance with the Code, in which case the Commonwealth or participating entity's shall require the subject vendor to supplement its response with a newly executed affidavit. If a vendor fails to respond within thirty (30) calendar days of receipt of the Commonwealth or participating entity's certified letter requesting a response, the State Purchasing Agent may initiate further action, up to and including termination of the State's contract with the subject vendor.

APPENDIX A

http://www.dgsweb.state.pa.us/comod/CurrentForms/GSPUR12F_SAP.doc.

In addition to the Standard Terms and Conditions found in the above-referenced link, the Contract will also include the Right to Know Law Provision set forth below:

Contract Provision - Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract.
- b. Unless the Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided in the contract, if the agency needs the Contractor's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- c. Upon notification to the Contractor that the Commonwealth has received a request for records under the RTKL, the Contractor shall fully assist the Commonwealth in responding to the request. Such assistance shall include providing the Commonwealth within three (3) days, access to, and copies of, any Documentation or Developed Works in the Contractor's possession that the Commonwealth deems a Public Record ("Requested Information") and providing such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Contractor is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, the Contractor must immediately notify the Commonwealth that it will need up to an additional twenty-five (25) days, and must provide in writing the reason the additional time is needed. If the Contractor fails to provide the Requested Information to the Commonwealth within the period specified in this provision, the failure shall be considered an event of default and the Contractor shall pay, indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure. If the Office of Open Records or the Pennsylvania Courts determines that a record in the possession of the Contractor is a public record, liquidated damages of \$500 per day will be assessed for each calendar day beyond the date the Contractor was required to provide the record.
- d. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to be a Trade Secret or Confidential Proprietary Information, as those

terms are defined by the RTKL, the Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within five (5) days. If, upon review of the Contractor's written statement, the Commonwealth still decides to provide the Requested Information, Contractor will not challenge or in any way hold liable the Commonwealth for such a decision.

- e. The Commonwealth will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- f. Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the 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. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____[title] of _____[name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____
[address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR _____ percent (____ %) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX C

COSTARS PROGRAM QUESTIONNAIRE

**If your firm is awarded a Contract, does it agree to sell/provide the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the contract?
Please Answer: YES _____ NO _____**

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

APPENDIX D - PROPOSAL COVER SHEET

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

RFP# 4400003124

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

II. General instructions for filling out this workbook.

1. Enter your responses for each worksheet tab, enter your responses in the yellow highlighted sections . Please be concise in your responses.
2. All worksheets have been password-protected. Please enter information only as requested.
3. Complete the Supplier information form.
4. Complete the scenario form as if you were conducting an investigation.
5. On the Geographic Coverage form provided, indicate the six (6) regions of the world that you will be able to provide resources.
6. A complaint scenario has been provided to base the costs for monitoring services in regions that you would provide services.
7. Enter your cost for the all regions that you provide services.
8. If you have any questions while filling out this workbook, please contact Jan Braxton as follows:

Telephone: (717) 703-2943

Email: jabraxton@state.pa.us

III. Brief description of each spreadsheet included in this workbook.

Supplier Info	General supplier information questions. Please answer all questions completely within the workbook.
Geographic Coverage	Identifies supplier's geographic coverage.
Scenario	List the job categories, titles, typical capabilities and competencies for each type of resource you are able to provide.
Cost Submittal	Information for Cost Submittal will be based on the Scenario for each region of service. The cost information will establish your fixed prices. The cost will not be scored or receive points for the RFP evaluation.

Please provide the appropriate response within the cells shaded in 'yellow'.

I. Supplier Contact Information - Provide contact information for one person responsible for coordinating your responses during this entire bid process.

Name of contact	
Contact's title	
Telephone	
Fax	
Email	
Street address	
State	
Zip Code	
Country	

II. Company Overview.

Company name	
Company web-site address	
Number of employees	
Annual revenues (US\$)	
Parent company name (if any)	
Parent company web-site address	
How many of the company's employees are Pennsylvania based?	
Is your company registered and certified in the Commonwealth of Pennsylvania as an Enterprise Zone Small Business?	
Is your company registered and certified in the Commonwealth of Pennsylvania as a Woman or Minority Owned Business?	
Describe your company's competitive advantages over other providers in the market?	

III. Capabilities Assessment

How many contractors does your company currently have placed at clients in the US?	
What are your company's core competency skill sets?	
What is your company's pre-qualification process for contract resource candidates?	

Scenario: Submit with Technical Submittal (Only complete the sections in yellow)

On August 10, 2008, the "Commonwealth" received a Complaint filed regarding Sweatshop Sports, a factory located in a country within each Region. There are approximately 300 employees employed by the factory. Sweatshop Sports is a participating supplier.

A complaint brought allegations to the Commonwealth's attention involving a USA based labor rights organization, regarding factory non-compliance with respect to several elements of the State and Local Government Code of Conduct and compliance benchmarks, including:

- (1) Excessive overtime
- (2) Failure to pay minimum wage
- (3) Improper payment of wages
- (4) Discrimination based on a worker's provincial origin
- (5) Retaliation against workers for using grievance procedures
- (6) Improper contracting
- (7) Poor and unsafe conditions in dormitories
- (8) Poor quality of food

Contractor/Sub-Contractor Information:

Name:	
Address:	
Address:	
Contact(s):	
Phone Number:	
Email Address:	

<u>Reason for Complaint:</u> (Describe in detail):	
---	--

<u>Number of Plant Employees:</u>	300
--	-----

<u>Number of Employees interviewed:</u>	
--	--

<u>Investigator(s) Name(s):</u>	
--	--

<u>Date(s) of Visit(s):</u>	
------------------------------------	--

<u>Findings (Describe in detail):</u>	
--	--

<u>Recommendations:</u>	
--------------------------------	--

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	1	Anguila		
	1	Bahamas		
	1	Barbados		
	1	Bermuda		
	1	Canada		
	1	Dominica		
	1	Dominican Republic		
	1	Greenland		
	1	Haiti		
	1	Hawaii		
	1	Iceland		
	1	Mexico		
	1	Montserrat		
	1	Puerto Rico		
	1	Turks Caicos Islands		
	1	United States of America		
	1	Virgin Island		
	2	Grenada		
	2	Argentina		
	2	Aruba		
	2	Belize		
	2	Bolivia		
	2	Brazil		
	2	Cayman Island		
	2	Chile		
	2	Colombia		
	2	Costa Rica		
	2	Cuba		
	2	Ecuador		
	2	El Salvador		
	2	Falkland Islands		
	2	French Guiana		
	2	Guatemala		
	2	Guyana		
	2	Honduras		
	2	Jamaica		
	2	Nicaragua		
	2	Panama		
	2	Paraguay		

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	2	Peru		
	2	Saint Lucia		
	2	Surinam		
	2	Trinidad and Tobago		
	2	Uruguay		
	2	Venezuela		
	3	Albania		
	3	Andorra		
	3	Antigua & Barbuda		
	3	Austria		
	3	Belarus		
	3	Belgium		
	3	Bosnia		
	3	Britain		
	3	Bulgaria		
	3	Croatia		
	3	Cyprus		
	3	Czech Republic		
	3	Denmark		
	3	Estonia		
	3	Faroe Islands		
	3	Finland		
	3	France		
	3	Georgia		
	3	Germany		
	3	Gibraltar		
	3	Greece		
	3	Guernsey		
	3	Hungary		
	3	Ireland		
	3	Isle of Man		
	3	Italy		
	3	Jersey		
	3	Latvia		
	3	Liechtenstein		
	3	Lithuania		
	3	Luxembourg		
	3	Macedonia		
	3	Malta		

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	3	Moldova		
	3	Monaco		
	3	Netherlands		
	3	Norfolk Islands		
	3	Northern Marianas		
	3	Norway		
	3	Poland		
	3	Portugal		
	3	Romania		
	3	Russian Federation		
	3	San Marino		
	3	Sao Tome Principe		
	3	Scotland		
	3	Seborga		
	3	Serbia Montenegro		
	3	Slovakia		
	3	Slovenia		
	3	Spain		
	3	St. Kitts And Nevis		
	3	Sweden		
	3	Switzerland		
	3	Ukraine		
	3	United Kingdom		
	3	Vincent And Gredines		
	4	Afghanistan		
	4	Armenia		
	4	Azerbaijan		
	4	Bahrain		
	4	Bangladesh		
	4	Egypt		
	4	India		
	4	Iran		
	4	Iraq		
	4	Israel		
	4	Jordan		
	4	Kazakhstan		
	4	Kuwait		
	4	Kyrgyzstan		
	4	Lebanon		

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	4	Maldives		
	4	Oman		
	4	Pakistan		
	4	Palestine		
	4	Qatar		
	4	Saudi Arabia		
	4	Sri Lanka		
	4	Syria		
	4	Tajikistan		
	4	Turkey		
	4	Turkmenistan		
	4	United Arab Emirates		
	4	Uzbekistan		
	4	Yemen		
	5	Algeria		
	5	Angola		
	5	Benin		
	5	Botswana		
	5	Burkina Faso		
	5	Burundi		
	5	Cameroon		
	5	Cape Verde		
	5	Central African Republic		
	5	Chad		
	5	Cote D'Ivoire		
	5	Dem. Rep. of Congo		
	5	Djibouti		
	5	Equatorial Guinea		
	5	Eritrea		
	5	Ethiopia		
	5	Gabon		
	5	Ghana		
	5	Kenya		
	5	Lesotho		
	5	Liberia		
	5	Libya		
	5	Madagascar		
	5	Malawi		
	5	Mali		

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	5	Mauritania		
	5	Mauritius		
	5	Morocco		
	5	Mozambique		
	5	Namibia		
	5	Niger		
	5	Nigeria		
	5	Republic of Congo		
	5	Rwanda		
	5	Senegal		
	5	Seychelles		
	5	Sierra Leon		
	5	Somalia		
	5	South Africa		
	5	Sudan		
	5	Swaziland		
	5	Tanzania		
	5	The Gambia		
	5	Togo		
	5	Tunisia		
	5	Uganda		
	5	Western Sahara		
	5	Zaire		
	5	Zambia		
	5	Zimbabwe		
	6	Antarctica		
	6	Australia		
	6	Bhutan		
	6	Brunei		
	6	Burma		
	6	Cambodia		
	6	China		
	6	Cook Islands		
	6	Fiji		
	6	French Polynesia		
	6	Guam		
	6	Guinea		
	6	Guinea Bissau		
	6	Hong Kong		

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	6	Indonesia		
	6	Japan		
	6	Kiribati		
	6	Laos		
	6	Macao		
	6	Malaysia		
	6	Marshall Islands		
	6	Micronesia		
	6	Mongolia		
	6	Myanmar		
	6	Nauru		
	6	Nepal		
	6	New Zealand		
	6	Niue		
	6	North Korea		
	6	Palau		
	6	Papua New Guina		
	6	Philippines		
	6	Pitcairn Islands		
	6	Samoa		
	6	Singapore		
	6	Solomon Islands		
	6	South Korea		
	6	Taiwan		
	6	Thailand		
	6	Tibet		
	6	Timor Leste		
	6	Tonga		
	6	Vanuatu		
	6	Vietnam		

APPENDIX E

COST TO BE INCLUDED WITH COST SUBMITTAL, NOT WITH TECHNICAL SUBMITTAL.

Region 1 - Expenses Incurred (Only complete the sections in yellow):

Supplies and Materials Total (Itemize below)	\$0.00
Other Expenses Total (Itemize below)	\$0.00
Wages Total	\$0.00
Labor Overhead Total (Itemize below)	\$0.00
Other Direct Cost Total (Itemize below)	\$0.00
General Overhead Total (Itemize below)	\$0.00
TOTAL EXPENSES:	\$0.00

1. Initial review of of allegations made by workers or their allies or representatives to determine whether an investigation is warranted

Wages Paid (List all staff positions employed for the investigation):

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Total Wages			\$ -

Supplies and Materials	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies and Material			\$ -

Other Expenses:	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Other Expenses			\$ -

2. Evidence Investigation

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -

Subcontractors			\$ -
Total Wages			\$0.00
Supplies and Materials	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Suppliers and Materials			\$0.00

Other Expenses:	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Expenses			\$0.00

3. Reports and Analysis

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Total Wages			\$0.00

Supplies and Materials	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Suppliers and Materials			\$0.00

Other Expenses:	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Expenses			\$0.00

4. Consulting Work for Government Entities or Suppliers

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -

Staff			\$	-
Staff			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Total Wages				\$0.00

Supplies and Materials	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies and Materials			\$0.00

Other Expenses:	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Expenses			\$0.00

Labor Overhead Total	Total \$
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Labor Overhead	\$0.00

Direct Cost	Total \$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Direct Cost	\$0.00

General Overhead Cost	Total \$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total General Overhead Cost	\$0.00

APPENDIX E

COST TO BE INCLUDED WITH COST SUBMITTAL, NOT WITH TECHNICAL SUBMITTAL

Region 2 - Expenses Incurred(Only complete the sections in yellow):

Supplies and Materials Total (Itemize below)	\$0.00
Other Expenses Total (Itemize below)	\$0.00
Wages Total	\$0.00
Labor Overhead Total (Itemize below)	\$0.00
Other Direct Cost Total (Itemize below)	\$0.00
General Overhead Total (Itemize below)	\$0.00
TOTAL EXPENSES:	\$0.00

1. Initial review of of allegations made by workers or their allies or representatives to determine whether an

Wages Paid (List all staff positions employed for the investigation):

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Total Wages			\$ -

Supplies and Materials	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies and Material			\$ -

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			0

2. Evidence Investigation

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -

Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Total Wages				\$0.00

Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

Labor Overhead Total	
	0
	0
	0
	0
	0
	0
	0
Total Labor Overhead	\$0.00

Direct Cost	
Itemize Costs	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Direct Cost	\$0.00

General Overhead Cost	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total General Overhead Cost	\$0.00

Total Wages			\$0.00
Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

3. Reports and Analysis

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -

Total Wages			\$0.00
Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

4. Consulting Work for Government Entities or Suppliers

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -

Staff			\$	-
Staff			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Total Wages				\$0.00

Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

Labor Overhead Total	Total \$
	0
	0
	0
	0
	0
	0
	0
	0
Total Labor Overhead	\$0.00

Direct Cost	Total \$
Itemize Costs	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Direct Cost	\$0.00

General Overhead Cost	Total \$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total General Overhead Cost	\$0.00

APPENDIX E

COST TO BE INCLUDED WITH COST SUBMITTAL, NOT WITH TECHNICAL SUBMITTAL

Region 4 - Expenses Incurred (Only complete the sections in yellow):

Supplies and Materials Total (Itemize below)	\$0.00
Other Expenses Total (Itemize below)	\$0.00
Wages Total	\$0.00
Labor Overhead Total (Itemize below)	\$0.00
Other Direct Cost Total (Itemize below)	\$0.00
General Overhead Total (Itemize below)	\$0.00
TOTAL EXPENSES:	\$0.00

1. Initial review of of allegations made by workers or their allies or representatives to determine whether an

Wages Paid (List all staff positions employed for the investigation):

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Total Wages			\$ -

Supplies and Materials	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies and Material			\$ -

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			0

2. Evidence Investigation

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -

Total Wages			\$0.00
Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

3. Reports and Analysis

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -

Total Wages			\$0.00
Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

4. Consulting Work for Government Entities or Suppliers

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -

Staff			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Total Wages				\$0.00

Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

Labor Overhead Total	Total \$
	0
	0
	0
	0
	0
	0
	0
	0
Total Labor Overhead	\$0.00

Direct Cost	Total \$
Itemize Costs	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Direct Cost	\$0.00

General Overhead Cost	Total \$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total General Overhead Cost	\$0.00

APPENDIX E

COST TO BE INCLUDED WITH COST SUBMITTAL, NOT WITH TECHNICAL SUBMITTAL, OR YOUR BID WILL BE REJECTED

Region 5 - Expenses Incurred(Only complete the sections in yellow):

Supplies and Materials Total (Itemize below)	\$0.00
Other Expenses Total Itemize below)	\$0.00
Wages Total	\$0.00
Labor Overhead Total (Itemize below)	\$0.00
Other Direct Cost Total (Itemize below)	\$0.00
General Overhead Total (Itemize below)	\$0.00
TOTAL EXPENSES:	\$0.00

1. Initial review of of allegations made by workers or their allies or representatives to determine whether an

Wages Paid (List all staff positions employed for the investigation):

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Total Wages			\$ -

Supplies and Materials	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies and Material			\$ -

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			0

2. Evidence Investigation

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -

Total Wages			\$0.00
Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

3. Reports and Analysis

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -

Total Wages			\$0.00
Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

4. Consulting Work for Government Entities or Suppliers

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -

Staff			\$	-
Staff			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Total Wages				\$0.00

Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

Labor Overhead Total	Total \$
	0
	0
	0
	0
	0
	0
	0
	0
Total Labor Overhead	\$0.00

Direct Cost	Total \$
Itemize Costs	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Direct Cost	\$0.00

General Overhead Cost	Total \$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total General Overhead Cost	\$0.00

APPENDIX E

COST TO BE INCLUDED WITH COST SUBMITTAL, NOT WITH TECHNICAL SUBMITTAL, OR YOUR BID WILL BE REJECTED

Region 6 - Expenses Incurred (Only complete the sections in yellow):

Supplies and Materials Total (Itemize below)	\$0.00
Other Expenses Total (Itemize below)	\$0.00
Wages Total	\$0.00
Labor Overhead Total (Itemize below)	\$0.00
Other Direct Cost Total (Itemize below)	\$0.00
General Overhead Total (Itemize below)	\$0.00
TOTAL EXPENSES:	\$0.00

1. Initial review of of allegations made by workers or their allies or representatives to determine whether an

Wages Paid (List all staff positions employed for the investigation):

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Total Wages			\$ -

Supplies and Materials	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies and Material			\$ -

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			0

2. Evidence Investigation

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -

Total Wages			\$0.00
Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

3. Reports and Analysis

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -

Total Wages			\$0.00
Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

4. Consulting Work for Government Entities or Suppliers

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -

Staff			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Total Wages				\$0.00

Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

Labor Overhead Total	Total \$
	0
	0
	0
	0
	0
	0
	0
	0
Total Labor Overhead	\$0.00

Direct Cost	Total \$
Itemize Costs	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Direct Cost	\$0.00

General Overhead Cost	Total \$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total General Overhead Cost	\$0.00

APPENDIX E

COST TO BE INCLUDED WITH COST SUBMITTAL, NOT WITH TECHNICAL SUBMITTAL, OR YOUR BID WILL BE REJECTED

Region 6 - Expenses Incurred (Only complete the sections in yellow):

Supplies and Materials Total (Itemize below)	\$0.00
Other Expenses Total Itemize below)	\$0.00
Wages Total	\$0.00
Labor Overhead Total (Itemize below)	\$0.00
Other Direct Cost Total (Itemize below)	\$0.00
General Overhead Total (Itemize below)	\$0.00
TOTAL EXPENSES:	\$0.00

1. Initial review of of allegations made by workers or their allies or representatives to determine whether an

Wages Paid (List all staff positions employed for the investigation):

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Total Wages			\$ -

Supplies and Materials	Units	Cost	Total \$
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies and Material			\$ -

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			0

2. Evidence Investigation

List Positions	Total Hours to be Billed	Rate/Hr (with burden)	Total \$
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Staff			\$ -
Subcontractors			\$ -
Subcontractors			\$ -
Subcontractors			\$ -

Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Subcontractors			\$	-
Total Wages				\$0.00

Supplies and Materials	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Supplies and Material			\$0.00

Other Expenses:	Units	Cost	Total \$
			0
			0
			0
			0
			0
			0
			0
Total Other Expenses			\$0.00

Labor Overhead Total			
			0
			0
			0
			0
			0
			0
			0
Total Labor Overhead			\$0.00

Direct Cost			
Itemize Costs			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Total Direct Cost			\$0.00

General Overhead Cost			
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Total General Overhead Cost			\$0.00

APPENDIX F

SUPPLIER MANUFACTURE'S LIST

Supplier: **Howard Uniform Co.**

Manufactures

Statton
Elbeco
Bates
5.11 Tactical
Rocky Boots
Leventhal
Howard Uniform

Locations

CA
PA
China
Vietnam/Indonesia
Ohio/China
Ohio/China
Maryland

Supplier: **Safety League DBA Atlantic Tactical**

Manufactures

Blauer
Fechheimer Bros.
Elbeco
Red Kap
Safariland
5.11 Tactical
Hatch Corp
Damascus
Blackhawk

Locations

Maine/Mexico/China
Ohio/Mexico/China
Pennsylvania/Mexico
Ohio
California
Vietnam/Indonesia
California
California
Maryland

Supplier: **First Precinct Uniforms**

Manufactures

Elberco

Locations

Pennsylvania

Supplier: **Markl Supply Company**

Manufactures

Gould & Goodrich Leather

Locations

North Carolina

Supplier: **Starr Uniform**

Manufactures

Blaier
Red Kap
Stratton
Elbeco
Dickie
Horace Small

Locations

Maine/Mexico/China
Ohio
California
Pennsylvania
China/Mexico/Nicaragua
California

Supplier: **Outdoors Outfits Limited**

Manufactures

Outdoor Outfits

Locations

Canada

Supplier: **Howard Uniform Co.**

Manufactures

Stratton
Elbeco
Bates
5.11 Tactical
Rocky Boots
Leventhal
Howard Uniform

Locations

California
Pennsylvania
China
Vietnam/Indonesia
Ohio/China
Ohio/China
Maryland

Supplier: **North Carolina Uniforms**

Manufactures

Blauer
Fechheimer
I. Spiewar
Perfection

Locations

Tennessee/ Kentucky/ Missouri
Pennsylvania/Maryland/Kentucky
New York/Mississippi
Tennessee

APPENDIX G
OHIO INTENT TO PARTICIPATE

TO: Roxanna Dietz, Director
Commodity Management

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

SUBJECT: Intent to Participate

DATE: November 3, 2008

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 indentified 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.

II. EFFECTIVE DATES OF THIS INTENT TO PARTICPATE

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 be two (2) years, with the option of two (2), one (1) year renewals.

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.

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 IM 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 3rd day of November, 2008.

Roxana Dietz, Director

Commonwealth of Pennsylvania
Printed Name and Title

Hugh Quill, Director

Department of Administrative Services
Printed Name and Title

APPENDIX H

OREGON PARTICIPATING AGENCIES AND PARTICIPATING ADDENDUM

Locate Oregon, and State of Oregon agencies at the following link: http://www.oregon.gov/a_to_z_listing.shtml and all ORCPP members at the following link: <http://www.oregon.gov/DAS/SSD/SPO/docs/orcpp-member-list.pdf>

Participating Addendum

Between the State of Oregon,
acting by and through its Department of Administrative Services,
State Procurement Office
and _____
for the purchase of
Sweat-free Independent Monitoring Services,
Under
STATE OF PENNSYLVANIA MASTER PRICE AGREEMENT
____ (“Price Agreement”)
[Oregon Contract Reference # _____]

This Participating Addendum between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office (“DAS SPO”) and _____ (“Contractor”) (“Addendum”) is effective on the following terms and conditions:

RECITALS

- A. The State of Oregon, pursuant to its authority under the Oregon Revised Statutes Chapter 279A.200, participated in a competitive procurement conducted by the State of Pennsylvania (PA) Department of Personnel and Administration, State Purchasing Office (DGS/BP), Procurement Services for the purchase of Sweat-free Independent Monitoring Services;
- B. Contractor submitted a successful proposal to Purchase Sweat-free Independent Monitoring Services response to Request for Proposal (RFP) # _____;
- C. The State of Oregon and other Authorized Purchasers in the State of Oregon desire to purchase from Contractor, from time to time, Sweat-free Independent Monitoring Services, and Contractor desires to sell those services and products.

The Parties further agree:

1. Scope

The purpose of this Addendum is to establish an agreement to agree for the purchase of Independent Monitoring Services in the State of Oregon by Authorized Purchasers. DAS SPO makes no representation that any purchases will be made under this Addendum and reserves the right to purchase the same or similar services and products from any third party. Oregon Cooperative Purchasing Program (ORCPP) members may also be entitled to make purchases under this Addendum. DAS SPO has no estimate of the volume of any of these potential

purchases. This Addendum is effective upon signature by DAS SPO and receipt of all approvals as required by law ("Effective Date").

2. Changes - State-Specific Constitutional, Statutory and Other Requirements

The attached Exhibits A and B are incorporated in this Addendum and apply to all transactions under this Addendum.

3. Primary Contact

The primary contact for administration of this Addendum is:

Name: Timothy J. Jenks
Address: 1225 Ferry Street SE, Sale, Oregon 97301
Telephone: (503) 378-4778
Fax: (503) 373-1626
E-mail: Tim.Jenks@State.OR.US

This Addendum sets forth the entire agreement between DAS SPO and Contractor with respect to the subject matter and supersedes and replaces all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum shall not be added to or incorporated into this Addendum by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum:

	THE STATE OF OREGON, ACTING BY AND THROUGH ITS DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PROCUREMENT OFFICE	Contractor: _____
By: _____	_____	By: _____
Name: _____	_____	Name: _____
Title: _____	_____	Title: _____
Date: _____	_____	Date: _____
	APPROVED FOR LEGAL SUFFICIENCY	
By: _____	_____	
Title: _____	Assistant Attorney General Sr.	
Date: _____	_____	

Lead State: Pennsylvania
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Changes to Price Agreement State-Specific Constitutional, Statutory and Other Requirements

The Parties further agree:

1.0 Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Price Agreement and its exhibits.

“Addendum” means this agreement between DAS SPO and Contractor and the Price Agreement together with their exhibits; also referred to as Oregon Contract Reference #_____.

“Authorized Purchaser” means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor.

“Contract” means the agreement between Authorized Purchaser and Contractor formed by the Authorized Purchaser’s issuance of a Purchase Order that incorporates by reference the terms and conditions of this Addendum.

“ORCPP” means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State.

“Price Agreement” means the Price Agreement entered into between Contractor and the State of Pennsylvania, PA # _____.

“Purchase Order” means the purchase order document submitted to Contractor by an Authorized Purchaser that incorporates this Addendum by reference and specifies the quantity and type of goods or services that Contractor will provide to the Authorized Purchaser under the terms of this Addendum.

“State” means the State of Oregon .

2.0 Scope. This Addendum establishes an agreement to agree between Contractor and DAS SPO for all goods and services as set forth in the Price Agreement and offered to Authorized Purchasers under this Addendum. This Addendum contains additional terms and conditions specifically applicable to individual Contracts between Contractor and Authorized Purchasers.

3.0 Terms; Purchase Orders.

3.1 Terms. The terms and conditions of the Addendum are incorporated by this reference and made a part of every Purchase Order issued hereunder. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Price Agreement, the terms and conditions of this Addendum take precedence. Terms and conditions of this Addendum may not be modified by any Purchase Order or otherwise unless the modification is made according to the terms of this Addendum.

3.2 Purchase Orders. Complainants in Oregon may use complaint forms similar to the form set forth as Attachment B to the PA/DGS RFP. Complaints of violations of state or federal laws, rules, or

regulations within the State of Oregon may be directed to DAS SPO (and DAS SPO will direct to the appropriate agency) or complaints may be sent directly to the appropriate Authorized Purchaser for investigation. Authorized Purchasers may purchase goods and services as described in Section IV – Statement of Work in the Price Agreement by submitting Purchase Orders detailing the goods and services to be provided. Contractor will not accept Purchase Orders for or sell, under this Addendum, any services or goods that are not identified in the Price Agreement. The State of Pennsylvania Price Agreement number and the State of Oregon’s ORPIN Contract Number must appear on every Purchase Order placed against this Participating Addendum. Authorized Purchaser shall provide Contractor with a copy of any complaint form it receives.

3.3 Effect of Purchase Orders. Contractor acknowledges that the State is only liable for purchases made by State of Oregon agencies that issue Purchase Orders. Other Authorized Purchasers are responsible for any purchases under Purchase Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Authorized Purchasers or any other entity.

Contractor must look solely to the Authorized Purchaser for payments related to Purchase Orders issued by that Authorized Purchaser

Authorized Purchasers are entitled to the warranties, rights, remedies, and benefits under the Price Agreement and this Addendum for any purchases made by such Authorized Purchasers pursuant to Purchase Orders.

3.4 Verification of ORCPP Members. Contractor is responsible for verifying that it provides goods and services under this Addendum only to Authorized Purchasers. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>. The list of Oregon State agencies may be found at: http://www.oregon.gov/a_to_z_listing.shtml

3.5 Purchase Order Documents. Authorized Purchasers may use their own forms for Purchase Orders. State agencies may also use the general State-approved Purchase Order referencing the Price Agreement Number. To the extent that the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each Purchase Order from an Authorized Purchaser that is not a State agency must contain, on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF PENNSYLVANIA
PRICE AGREEMENT/CONTRACT NO. _____ AND STATE OF
OREGON'S ORPIN CONTRACT # _____. THE TERMS
AND CONDITIONS OF THE PRICE AGREEMENT AND THIS
PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF
OREGON APPLY TO THIS PURCHASE AND SUPERSEDE ALL
CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

4.0 Payment Provisions. Payment is due within 45 days of the Authorized Purchaser's acceptance of goods or services provided under a Purchase Order or the date the invoice is received, whichever is later. Payments are subject to ORS 293.462.

5.0 Funds available and authorized/non-appropriation. Contractor will not be compensated for goods delivered or services performed under a Purchase Order by any entity other than the Authorized Purchaser that issued the Purchase Order. If Authorized Purchaser is a State agency, the following applies: By submitting a Purchase Order that calls for delivery in the Authorized Purchaser's then current budgetary period, the Authorized Purchaser represents its belief that it has sufficient funds then currently available and authorized for expenditure to finance the costs of the Purchase Order. An Authorized Purchaser's

payment of amounts under a Purchase Order attributable to goods delivered or services performed after the last day of the budgetary period in which the Authorized Purchaser issues the Purchase Order is contingent on the Authorized Purchaser receiving from the Oregon Legislative Assembly or other appropriating authority, appropriations, limitations or other expenditure authority sufficient to allow the Authorized Purchaser, in the exercise of its reasonable administrative discretion, to pay for the goods or services described in the Purchase Order.

6. Volume Sales Reports.

6.1 Accounting and Required Reports. Contractor shall submit a Volume Sales Report to DAS SPO not later than fifteen calendar days following the end of each calendar quarter (For the purposes of the Price Agreement, quarters end March 31, June 30, September 30, and December 31), which contains: (i) complete and accurate details of the net receipts for Goods sold to Authorized Purchasers during the relevant quarterly period; (ii) such other information as DAS may informally request. Contractor shall send a Volume Sales Report each quarter, whether or not there are reportable sales to DAS.

6.2 Volume Sales Report (VSR) Information. Contractor shall provide the following information on the VSR:

6.2.1 Price Agreement number and State of Oregon Contract Reference number.

6.2.2 Customer name. Separately identify State Agencies and ORCPP for the State of Oregon.

6.2.3 Purchase Order number.

6.2.4 Date Independent Monitoring Services ordered.

6.2.5 Date Independent Monitoring Services delivered.

6.2.6 Hourly Rate price and extended total.

6.2.7 Number of Hours

6.2.8 Total Dollar Amount for ending Quarter.

6.3. Volume Sales Report Format. Contractor shall provide Report(s) in a format approved by both parties. Reports on 3.5 inch diskette or by e-mail are preferred; however, hard copy reports are acceptable. The following format examples are preferred for VSR:

6.4 Excel Spreadsheet. All other report formats must be approved and agreed upon by DAS contract administrator and Contractor prior to submission of the first report.

6.5 Report Receipt and Acceptance. DAS SPO's receipt or acceptance of any VSR hereunder, shall not preclude DAS SPO from challenging the validity or accuracy thereof at any time.

6.6 DAS SPO reserves the right to terminate this Addendum if Volume Sales Reports and not received as scheduled.

7. Warranties. Without limiting the generality of the warranty provisions of the Price Agreement and in addition to those provisions, Contractor represents and warrants to Authorized Purchaser that (a) Contractor has the power and authority to enter into and perform this Addendum, (b) this Addendum and any Contract entered into hereunder, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, (d) Contractor shall, at all times during

the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and (e) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

The warranties set forth in the Price Agreement and in this section are in addition to, and not in lieu of, any other warranties provided by law or otherwise.

8. Indemnities.

8.1 General Indemnity. Contractor will defend, save, hold harmless and indemnify the Authorized Purchaser and the State of Oregon, its agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the Addendum.

8.2 Infringement Indemnity. Contractor will, at Contractor's sole expense, defend, save, hold harmless and indemnify Authorized Purchasers, State, and any agency of the State of Oregon and all of their officers, employees and agents from and against any and all costs, damages, attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the goods or services furnished under a Purchase Order infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim").

8.3 Participation. Any Authorized Purchaser will have the right to have its own counsel and participate in the defense of any Infringement claim. If the Authorized Purchaser reasonably concludes that its interests are not being properly protected, it may enter any action. Contractor may not settle any Infringement Claim on the State of Oregon's behalf without the prior written consent of the Oregon Department of Justice. Further, if principles of governmental or public law are involved, the State of Oregon may participate in the defense of any infringement claim. Any participation of the State of Oregon pursuant to this subsection will not relieve Contractor of its obligation to save, hold harmless and indemnify the State of Oregon under this section, provided that the State of Oregon may not settle any Infringement Claim or action without Contractor's prior written consent, which will not be unreasonably withheld.

8.4 Remedies. If any goods or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Authorized Purchaser is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Authorized Purchaser the right to continue using the allegedly infringing goods or services, or replace or modify the goods or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Purchase Order to the satisfaction of the Authorized Purchaser. If the foregoing remedies are not available, then Authorized Purchaser will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Authorized Purchaser's payments, in full, for the allegedly infringing goods or services.

9. Term and Termination of Participating Addendum.

9.1 Effective Date. This Addendum is effective on the date that all parties have signed it and all necessary approvals are in place. This Addendum remains in effect until the earlier of (i) the

expiration or termination of the Price Agreement, or (ii) termination of this Addendum in accordance with its terms.

9.2 Termination of this Addendum. DAS SPO may terminate this Addendum, in whole or in part, immediately upon notice to Contractor, or at such later date as DAS SPO may establish in such notice, for any reason, or upon the occurrence of any of the following events:

- (i) State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Addendum; or
- (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under this Addendum is prohibited or the State is prohibited from paying for such goods from the planned funding source.

Upon receipt of written notice of termination, Contractor will stop performance under all Purchase Orders as directed by State.

9.3 Termination under any provision of this Addendum does not extinguish or prejudice State's or an Authorized Purchaser's right to enforce this Addendum or a Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Authorized Purchaser to indemnification by Contractor. If this Addendum or a Purchase Order is so terminated, the State or an Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for goods delivered and accepted by the Authorized Purchaser.

10. Termination of Individual Purchase Orders.

10.1 Individual Purchase Orders may be terminated at any time by written consent of the Authorized Purchaser and the Contractor or the Authorized Purchaser may, at its sole discretion, terminate individual Purchase Orders, in whole or in part, upon 30 days written notice to Contractor.

10.2 The Authorized Purchaser may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Contractor, or at such later date as the Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events:

- (a) The Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
- (b) Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the Authorized Purchaser is prohibited from paying for such goods from the planned funding source; or
- (c) Contractor commits any material breach of this Addendum or a Purchase Order

10.3 Upon receipt of written notice of termination, Contractor will stop performance under the Purchase Order as directed by the Authorized Purchaser.

10.4 Termination of a Purchase Order does not extinguish or prejudice the Authorized Purchaser's right to enforce the Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the Authorized Purchaser to indemnification by Contractor. In addition, termination of a Purchase Order does not extinguish or prejudice the Authorized Purchaser's right to enforce the warranty,

indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Purchase Order is so terminated, the Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for goods delivered and accepted by the Authorized Purchaser.

11. Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Work under this Contract, and an Authorized Purchaser's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270. In addition, Contractor warrants goods and services provided under this Addendum will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

12. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

13. Notices. Except as otherwise provided in a Purchase Order, any formal communications between the parties to or notices to be given under a Purchase Order will be given in writing by personal delivery of a facsimile transmission or the notice or mailing the notice, postage prepaid, at the address or number set forth on the Purchase Order. Any communication so addressed and mailed will be deemed to have been received five (5) calendar days after mailing. Any communication delivered by facsimile will be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such facsimile transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Purchase Order. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

As between Contractor and State with respect to this Addendum, the authorized representatives of Contractor and State are, respectively:

CONTRACTOR:

as listed in the Price Agreement. _____

FOR STATE:

Timothy J. Jenks
1225 Ferry St. SE, U140
Salem, Oregon 97301-4285
(503) 373-1250

14. Governing Law. This Addendum and resulting Contracts are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

15. Jurisdiction and Venue.

15.1 State Claims. Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to

this Addendum or a Purchase Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court.

15.2 Non-State Authorized Purchaser Claims. Any Claims between Contractor and an Authorized Purchaser other than the State of Oregon that arise from or are related to individual Purchase Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Authorized Purchaser resides or has its principal office, or at Authorized Purchaser's option, within such other county as Authorized Purchaser will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

16. Tax Certification. Contractor represents and warrants to State that the Contractor Data and Tax Certification in the form of Exhibit B to the Addendum is true and accurate as of the effective date of this Addendum, and that Contractor will notify State in writing if such data or certifications change during the term of the Price Agreement such that the Exhibit B is no longer true and accurate.

17. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. An Authorized Purchaser may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

18. Merger Clause; Waiver. This Addendum, including the Price Agreement and the exhibits attached to this Addendum, constitutes the entire agreement between the parties on the subject matter hereof, and supersedes all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Addendum does not constitute a waiver by the State of that or any other provision.

19. Independent Contractor. Contractor's services are those of an independent contractor. Contractor is not an officer, employee or agent of the State of Oregon or of any Authorized Purchaser. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

20. Access to Records. Contractor will maintain all fiscal records relating to Purchase Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders in such a manner as to clearly document Contractor's performance thereunder for a period of six (6) years or as otherwise required by law. The Authorized Purchaser, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Authorized Purchasers. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

21. Severability. If any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

22. Survival. Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

23. Insurance. Within 15 days of the Effective Date, Contractor must provide proof to DAS SPO that the following insurance requirements have been met. No Purchase Orders may be placed or accepted until proof is provided that these requirements have been met,

WORKER'S COMPENSATION: All employers, including Contractor, that employ subject workers who work under this Addendum in the state of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor will ensure that each of its subcontractors complies with these requirements.

COMPREHENSIVE OR COMMERCIAL ADMINISTRATIVE LIABILITY: Contractor must obtain, at Contractor's expense, and keep in effect during the term of this Addendum, Comprehensive or Commercial Administrative Liability Insurance covering bodily injury and property damage.

This insurance must include personal injury coverage and products/completed operations liability. Combined single limit per occurrence must not be less than \$1,000,000, or the equivalent. Each annual aggregate limit must not be less than \$1,000,000, when applicable.

AUTOMOBILE LIABILITY: Contractor must obtain, at Contractor's expense, and keep in effect during the term of this Addendum, Automobile Liability Insurance. This coverage may be written in combination with the Comprehensive or Commercial Administrative Liability Insurance. Combined Single limit per occurrence must be at least \$1,000,000.

TAIL INSURANCE: If any liability insurance coverage required under this Addendum is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Addendum for a period of 24 months or the maximum time period the Contractor's insurer will provide, if less than 24 months.

ADDITIONAL INSURED: The liability insurance coverages that are required for performance of the Addendum must include the State of Oregon, the Department of Administrative Services and the State's divisions, including their officers and employees, as additional insureds but only with respect to the Contractor's activities to be performed under this Addendum.

NOTICE OF CANCELLATION OR CHANGE: There must not be any cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without Contractor first giving 30 days' written notice to State. Any failure to comply with the reporting requirements, except for the potential exhaustion of aggregate limits, must not affect the coverage provided to the State of Oregon, its Department of Administrative Services and their divisions, officers and employees.

CERTIFICATES OF INSURANCE: As evidence that the Contractor has obtained the insurance coverage required by this Contract, The Contractor must furnish Certificate(s) of Insurance to the Department of Administrative Services, Purchasing Section. The Certificate(s) will specify all of the parties who are additional insureds (or loss payees). Insurance coverage required under this Addendum must be obtained from acceptable national insurance companies. The Contractor must be financially responsible for all deductibles, self-insured retentions and self-insurance.

24. Anticipated Amendments. The parties may need to amend this Addendum to modify selected terms, conditions, price(s) and types of products and services. This Addendum maybe modified by written document only. OAR 125-246-0560 applies to all amendments to the Addendum.

EXHIBIT B

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): _____

Contractor Authorized Signature: _____

Date: _____

Title: _____

Address: _____

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

Corporation Partnership Limited Partnership Limited Liability Company

Limited Liability Partnership

Sole Proprietorship Other: _____

Federal Tax ID#: ____-____-____ or SSN#: ____-____-____

Above payment information must be provided prior to Addendum approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.



Commonwealth of Pennsylvania

Date: **January 6, 2009**
Subject: **Time for Pre-proposal Conference**
Solicitation Number: **4400003124**
Opening Date/Time: **Wednesday, February 4, 2009, 2:00 P.M.**
Addendum Number: **#1**

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:

The time for the pre-proposal conference for # 4400003124, SweatFree Independent Monitoring RFP, will take place on January 13, 2009 at 10:00 A.M.

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:

Riccardo Ayler, Department of General Services
Forum Place, 6th 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: **Riccardo Ayler**
Title: **Commodity Specialist**
Phone: **717-346-7097**
Email: **rayler@state.pa.us**



Commonwealth of Pennsylvania

Date: **January 8, 2009**
Subject: **Attendance for Pre-proposal Conference**
Solicitation Number: **4400003124**
Opening Date/Time: **Wednesday, February 4, 2009, 2:00 P.M.**
Addendum Number: **#2**

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:

DGS is requesting suppliers planning to attend the pre-proposal conference for # 4400003124, to please e-mail Riccardo Ayler, at rayler@state.pa.us. This will assist us in arrangements and copies needed for the pre-proposal conference. The SweatFree Independent Monitoring RFP Proposal is scheduled on January 13, 2009 at 10:00 A.M. at DGS, Form Place, 6th floor, 555 Walnut Street, Harrisburg, PA 17101.

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.

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- 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:

Riccardo Ayler, Department of General Services
Forum Place, 6th 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: **Riccardo Ayler**
Title: **Commodity Specialist**
Phone: **717-346-7097**
Email: **rayler@state.pa.us**



Commonwealth of Pennsylvania

Date: **January 12, 2009**
Subject: **RFP Language Changes**
Solicitation Number: **4400003124**
Opening Date/Time: **Wednesday, February 4, 2009, 2:00 P.M.**
Addendum Number: **3**

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:

The RFP has been replaced in entirety. Two (2) items specific to note:

1. Revision to IV-3 Requirements. first paragraph language was changed.
2. Revision to IV-4 Tasks. # 2 language was changed.

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:

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- 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:

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



Commonwealth of Pennsylvania

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: **Riccardo Ayler**
Title: Commodity Specialist
Phone: 717-346-7097
Email: rayler@state.pa.us



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**

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

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:

Riccardo Ayler, Department of General Services



Commonwealth of Pennsylvania

Forum Place, 6th 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



Commonwealth of Pennsylvania

Date: **January 26, 2009**
Subject: **RFP Language Changes**
Solicitation Number: **4400003124**
Opening Date/Time: **Wednesday, February 4, 2009, 2:00 P.M.**
Addendum Number: **5**

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. See attached participating addendum that provides changes to Ohio's terms and conditions. This document must be signed and returned with the proposals.

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:

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- 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:

Riccardo Ayler, Department of General Services
Forum Place, 6th 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.



Commonwealth of Pennsylvania

Very truly yours,

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

PARTICIPATING ADDENDUM
SWEATFREE INDEPENDENT MONITORING SERVICES

STATE OF PENNSYLVANIA
MASTER PRICE AGREEMENT

Master Contract Number RFP4400003124

I. SCOPE

The purpose of this Addendum is to establish an agreement to purchase Independent Monitor(s) (IM)s services to conduct investigations on complaints filed regarding contractors who are using sweatshops to produce goods or services as described in the Master Agreement. 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 Addendum shall apply to the state of Ohio and may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. Department of Administrative Services (DAS) may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

This Contract will be effective from the award date through May 31, 2012 for the state of Ohio and will follow the expirations dates and renewals as set forth in the Contract.

II. PRIMARY CONTACT

The primary participating entity contact for this participating addendum is as follows:

Carol Clingman – Contract Analyst
Office of procurement Services – State of Ohio
4200 Surface Road, Columbus, OH 43228
(614) 752-0032 office
(614) 644-1785 fax
E-mail: carol.clingman@das.state.oh.us

III. TERMS AND CONDITIONS

In addition to the Terms and Conditions listed in this RFP, the following requirements will apply to the state of Ohio.

[State of Ohio Terms and Conditions](#)

IV. PRICE AGREEMENT NUMBER

The Master Price Agreement Number RFP4400003124 must be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

Hugh Quill, Director Date

CONTRACTOR

Name, Title Date



CREA Inc.
P.O. Box 2507
Hartford, CT 06146-2507
TEL: 860.527.0455
FAX: 860.216.1072
e-mail: crea-inc@crea-inc.org
Web site: www.crea-inc.org

Center for Reflection, Education and Action, Inc.

January 31, 2009

RFP 4400003124 for Sweatfree Independent Monitoring

TECHNICAL SUBMITTAL from CREA on behalf of the CREA COLLABORATIVE

II-1 STATEMENT OF THE PROBLEM

The Commonwealth of Pennsylvania and the states of Oregon and Ohio have contracts with many vendors/companies who, in turn, purchase their products from factories around the world. In many countries, there are no systems to address labor rights and/or human rights concerns reported by workers. In addition, the legal systems in many countries do not function well enough to allow for legal redress of problems when reported by workers or for basic legal enforcement of its laws. The Commonwealth of Pennsylvania, in a multi state purchasing agreement with Ohio and Oregon, is seeking to establish a multi award contract for Independent Monitoring Services to allow the Commonwealth of Pennsylvania and other participating public entities to obtain independent monitoring services for specific projects to set in place a system by which problems reported by workers can be investigated and addressed. This proposal from the CREA Collaborative sets forth a comprehensive system for investigating and addressing any problems reported by workers in a cost-effective and timely process.

II-2 MANAGEMENT SUMMARY

WHO WE ARE: The CREA Collaborative is an association of organizations and individuals with more than two decades of experience in addressing problems that workers encounter in factories around the world. Some of the members of the Collaborative are non-governmental organizations (NGOs) the international equivalent of 501(c)3 organizations in the US. Others are small for-profit organizations. The purpose of the work of each organization individually and the Collaborative collectively is the improvement in the working conditions in factories around the world, resulting in improving the lives of workers.

The Collaborative members are based in the US, Latin America, the Caribbean, Asia, Africa and Europe. Building on our knowledge of local languages and cultures, we bring our individual and collective experience in independent monitoring of human rights and/or labor rights issues in factories around the world. Members of the Collaborative work with corporations, international finance institutions, non-governmental organizations (NGOs), international development organizations, labor organizations, governments, etc. with the work focusing on bringing about improvements in factories resulting in better lives for the workers. (A list of the organizations in the Collaborative is included in section II-5.)

The prime contractor for the proposal will be the Center for Reflection, Education and Action (CREA), a 501(c)3 organization headquartered in Hartford, CT. If selected, CREA will assume responsibility for all services offered in this proposal whether the work is done by CREA itself or by one of the other members of the CREA Collaborative to which the work will be assigned. For the purpose of this proposal, these partner organizations will be designated sub-contractors. However, the CREA Collaborative is a collaborative of organizations which work as equal partners based on our individual and collective commitment to improving working conditions and the lives of workers around the world. .

We propose to bring our individual and collective expertise and experience to the work of independent monitoring as proposed in the RFP # 4400003124.

The CREA Collaborative recognizes that the following are necessary for independent monitoring to be successful:

1. Knowledge of the language and culture of the workers in different countries
2. Knowledge of gender specific issues that occur in factories
3. Knowledge of the laws concerning wages and benefits in the individual countries
4. Knowledge of the laws concerning working hours and overtime, maternity leave, and other gender rights issues, etc. in each country
5. Knowledge of the laws concerning Occupational Health and Safety, etc. in each country
6. Knowledge of the laws concerning discrimination and freedom of association/expression, etc. in each country
7. Ability to respond quickly and comprehensively to complaints and concerns reported by workers
8. Ability to assess the situation and the experience that has been reported in order to determine whether the incident is isolated to the experience of the particular worker or is part of a pattern of problems which are also affecting other workers who may not have reported the problem
9. Ability to engage with all related stakeholders in the particular work situation
10. The ability of the monitors to prepare written reports that are comprehensive and focused with specific recommendations to address the incident and situation
11. The ability of the reports to be bi-lingual: in English and in the language of the country where the reported incident and investigation took place
12. The standardization of report formats so that problems reported in specific factories can be tracked for patterns of problems over time.

The CREA Collaborative recognizes that Independent Monitoring, when done well, has the following Benefits:

1. The strengthening of civil society within the specific country so that the governments of those countries can be held accountable for protecting law and international covenants such as the core ILO conventions
2. The availability of independent monitors within the country and community to make reporting of problems easier for workers
3. The shortening the time of response to the reporting of a problem
4. The increase in workers' understanding of their rights under law and international covenants and what they should reasonably be able to expect from their employers.
5. The ability of the employer to learn and build its capability (internalization) in a systemic way avoiding same and similar issues after the investigation.

The CREA Collaborative provides the following Benefits:

1. A network of recognized organizations and individuals to respond in a timely process to worker complaints in many countries
2. Years of experience in investigation related to problems affecting workers within factories
3. Credibility based on the public recognition of the individual organizations who are members of the Collaborative
4. Standardization of investigative process to ensure that complete investigations are done
5. Standardization of reports for easy use by the readers and users of the reports
6. Language support for translation of local and regional languages when necessary
7. All administrative work done at a central location (CREA in Hartford, CT) available to the appropriate offices in the Commonwealth of Pennsylvania, and the states of Ohio and Oregon
8. An efficient and cost effective process to shorten the time between the reporting of a problem, the actual investigation and the report to the individual states.

II-3 WORK PLAN

a. MONITORING PROCESSES AND PROCEDURES INCLUDING TIMELINES

1. Any complaint or incident reported to the designated offices within the Commonwealth of Pennsylvania government and/or the States of Ohio and Oregon will be communicated to CREA using any one or more of the following:
 - a. Email the complaint form as an attachment
 - b. Fax the complaint form
 - c. Mail the complaint form using US mail or other delivery options
 - d. Upload the complaint form to a designated location on the CREA website
2. When the CREA Collaborative receives a complaint/incident report, the Collaborative administrative office will acknowledge receipt of the complaint and review the complaint and initiate the investigative process. All relevant information will be assembled. This includes the contract relevant to the complaint, the name of the vendor that placed the order under contract with the State Government, and the names of relevant parties at the factory. Other relevant information could include how long the vendor has had state contracts and the product(s) being manufactured under the contract. CREA will review the complaint form and within 2 working days contact the appropriate member of the Collaborative, based on the country location of the factory.
3. The appropriate offices of the Commonwealth of Pennsylvania or the State of Ohio or Oregon will be responsible for guaranteeing factory access where necessary to investigate worker complaints or incidents. This is especially important in factories where workers live within the boundary of the factory compound as is often found in China, Indonesia and other countries. This might be included in the relevant contract that the State has with a company but will have to be applied specifically to the factory where the worker reporting the incident works.
4. The Collaborative member sets up the investigation team and develops the specific work plan to address the complaint/incident. The work plan will have two parts: first the substantiation of the complaint and second, if the complaint is substantiated, and approval for the complete monitoring inspection in compliance with the State and Local Government Sweatfree Code of Conduct is received from the appropriate State entity, a complete independent monitoring of the factory will be done. Work plan for each component, depending on the specific incident reported, will include, but not be limited to:
 - a. Interview with worker filing complaint or the person reporting the incident
 - b. Review of local regulations, laws, etc. in relation to complaint
 - c. Review of international standards in relation to complaint
 - d. Interviews with factory management
 - e. Interviews with other workers, worker representatives, etc.
 - f. Review of any relevant documentation
 - g. Complete factory audit/inspection to assure compliance with the Sweatfree Code of Conduct (when authorized)
 - h. Appropriate engagement with community, labor organizations including unions, civil society organizations and other stakeholders where relevant.
5. The CREA Collaborative will generate a report documenting the findings resulting from the work plan that will include specific recommendations to systemically remediate problems found. CREA will be the contact organization for the relevant State representatives.
6. The relevant State(s) will determine the appropriate response to the report. The CREA Collaborative will be available to assist in remediation if so requested.

In general, the process will proceed as follows:

When the CREA Collaborative receives a complaint/incident report, the administrative office will review the complaint and initiate the investigative process. All relevant information will be assembled. This includes the contract relevant to the complaint, the name of the vendor that placed the order under contract with the State Government, and the names of relevant parties at the factory. Other relevant information could include how long the vendor has had state contracts and the product(s) being manufactured under the contract.

Upon receiving notification of the complaint and the complaint form, and while the additional information mentioned above is still being gathered, the CREA Collaborative Administrative Office in Hartford, CT will contact the relevant regional representative in the country where the complaint originates. The regional representative, in collaboration with the appropriate experts within the CREA Collaborative will determine the exact methods appropriate to the response, review local laws and regulations (as well as other relevant international standards and accepted good practice standards) and assemble the team of people to be involved in the investigation.

Central to the investigative process is the interview with the worker who made the complaint as well as any other persons involved in the situation. Interviews will be conducted in a place that is safe, secure and comfortable for the worker. To the greatest extent possible, experienced interviewers who are of the same gender as the worker making the complaint, and who share the same language(s) and cultural background will be used.

Based on this information, an investigation of the situation at the factory will be conducted by experienced members of the collaborative with the appropriate skills and knowledge, including but not limited to production management, accounting, human resource and general factory management, human rights, and relevant issues, including occupational health and safety, faced by factory workers in the country of concern. All aspects of the Sweatfree Code of Conduct will be included in the investigation.

Following the completion of the on-site component of the investigation, a comprehensive report will be prepared. This report will include the following: level of validation of the original problem, analysis of the causes of the problem, and recommendations regarding what is needed to address the problem systemically. The length of time needed for the process will vary with the specific problems being addressed, but the CREA Collaborative will, in most cases, be able to deliver the final report to the State within thirty days of the receipt of complaint or incident by CREA. Although special circumstances could require more time, it is our experience that this length of time is sufficient in most cases. In the event that the problems investigated are larger than anticipated and the final report requires more than 30 days to investigate thoroughly, the CREA Collaborative will notify the State as soon as practical and will provide a revised time line for the work.

b. BENCHMARKING FOR INVESTIGATION

The Code of Conduct provisions discuss non-compliance in the following areas, each of which would be examined comprehensively in each investigation:

- a. Forced labor
- b. Child labor
- c. Harassment or abuse
- d. Discrimination
- e. Occupational health and safety
- f. Freedom of association and collective bargaining
- g. Hours of work
- h. Wages
- i. Benefits and overtime compensation

Benchmarks for each investigation will include the following:

- a. National law and regulation in the specific country concerned
- b. International labor standards, including the ILO Core Conventions
- c. Occupational health and safety standards as defined by OSHA in the US, by the Institution of Occupational Health and Safety (IOSH) in Europe and by the World Health Organization (WHO)
- d. With regard to wage levels, wages in the factory will be benchmarked against local legal standards, and whether they exceed poverty line standards established by the United Nations.

For example, an investigation related to forced labor might include, but would not be limited to the following:

- a. Use of prison labor
- b. Excessive overtime
- c. Withholding of passports and other personal legal documents
- d. Locking of the factory facility to prevent people from leaving
- e. Migrant labor with no access to officials who speak their language
- f. Use of underage workers
- g. Use of undocumented workers
- h. Threat of losing one's job for refusing overtime or other demands
- i. Restricting the freedom of workers to terminate employment
- j. Indebtedness through withholding payment, labor agent fees, loans to workers with excessive pay back schemes and interest rates and bonded labor
- k. Threat of violence, harassment and intimidation
- l. Other relevant issues.

An investigation of a complaint related to wages, benefits and overtime compensation would, at a minimum, include:

- a. Checking payroll to ensure that legal wages are paid
- b. Checking payroll to ensure that benefits are provided according to law
- c. Checking payroll for excessive or punitive deductions that result in wages below living wage standards
- d. Checking appropriate legal documents to ensure that deductions from workers' wages are paid to the appropriate government entities that provide retirement pensions, health benefits, etc.
- e. Checking to see that work hours are accurately recorded and that workers are paid appropriately
- f. Interview workers to confirm accuracy of time records.

c. RELATIONSHIPS RELEVANT TO THE EFFORT

Members of the CREA Collaborative, including CREA itself, have a long history of working with human rights, labor rights, socially responsible investing, and other groups in many countries. For example, CREA is one of the organizations that other human and labor rights groups in numerous countries turn to for work in establishing standards related to sustainable living wage. Our individual and collective expertise in the areas related to supply chains extends almost two decades. In addition, CREA has been a member of the Stakeholder Council of the Global Reporting Initiative, as well as the co-chair of the apparel and footwear sector supplement for the GRI sustainability reporting guidelines. In that work, we have been joined by members of some of the other organizations within the CREA Collaborative.

CREA has worked on supply chain issues in footwear, apparel, home goods, electronics, agriculture, etc. This work has included working with companies to develop their own Codes of Conduct and supply chain compliance systems, training independent monitors and social auditors, development of monitoring report formats, etc. CREA has worked and continues to work with NGOs, labor organizations, universities, among others, in varying aspects of this work.

d. DISCLOSURES

To the best of our knowledge, we do not have any contracts with companies or other parties that could create a conflict of interest with regard to this work. Should new contracts be entered into with companies known to do business with the State, the CREA Collaborative would notify the State to clarify the relationship.

II-4. PRIOR EXPERIENCE

CREA (Center for Reflection, Education and Action): CREA has been part of independent monitoring since the establishment of the first independent monitoring globally in El Salvador. CREA was a founding member of the Independent Monitoring Working Group that worked with the Gap and human & labor rights groups in El Salvador to create the first independent monitoring organization in the world, known today as GMIES, or the Grupo Monitoreo Independiente de El Salvador (Independent Monitoring Working Group of El Salvador). The work of the IMWG was extended to Guatemala and Honduras, where groups were also created and standards for independent monitoring created. The IMWG completed its work in 2002 based on the knowledge that the groups in country were strong enough and that the standards created were comprehensive enough to continue that work in-country.

CREA works with numerous corporations to provide direction and guidance on setting up the compliance systems that inspect, audit and/or monitor the factories where their products are produced (sourced). CREA work includes the creation of monitoring/auditing tools that ensure that the relevant monitoring will occur. In addition, CREA has been a member of the Global Reporting Initiative and co-chaired the Apparel and Footwear Sector Supplement development for the GRI sustainability reporting guidelines. This work is based on CREA's experience in supply chain monitoring in apparel, footwear, electronics and agriculture. CREA has worked in factories in Asia, Latin America, the Caribbean, Africa and the USA.

CREA is the co-founder of the RAISE Institute, the first certification system for the training of independent monitors (also called social auditors) of supply chain facilities. The RAISE Program provides content and skill training for independent monitors. Along with Verite, CREA is the recipient of the grant from the US State Department for the Monitoring Standards Project. The two year project is designed to develop a specific set of standards for both content and skills knowledge that is necessary for independent monitoring.

Most recently, CREA was a member of the Working Group for the 5-year Project Kaleidoscope in China, which worked to establish systems of accountability within 10 focus factories supplying McDonalds and the Walt Disney Company. A copy of the project's final report is included with this proposal. CREA has conducted monitoring in Central America, Asia, the Caribbean and the US.

GMIES: Formed in 1996, GMIES was the first independent monitoring organization anywhere in the world. GMIES' work focuses on creating and strengthening jobs with decent working conditions by verifying compliance with basic human rights and labor standards. Through its monitoring and verification in factories, GMIES becomes aware of situations that are causing or could lead to labor rights problems. This enables GMIES to recommend, in a timely manner, corrective actions for resolving and/or preventing conflicts caused by a lack of compliance.

Its experience includes: the monitoring of working conditions and verification of compliance with labor laws and with codes of conduct of several large clothing companies including Gap, Liz Claiborne, Levi's, Puma, Adidas, Nike, and others. GMIES is an accredited monitor of the Fair Labor Association (FLA) and has been an observer of social audits in banana regions in Honduras, Guatemala and Costa Rica done by the Chiquita Corporation.

Coordination with the Bridges Network (RED PUENTES in Spanish) - Red Puentes is an association of 52 NGOs and union organizations in eight countries (Brazil, Chile, Argentina, Mexico, Peru, Spain,

Uruguay and the Netherlands) that is promoting the development of a culture and practice of corporate social responsibility in Latin American companies, based on the perspective, vision, rights and needs of the countries' civil societies. At present, GMIES is the contact organization for Red Puentes in El Salvador and is coordinating the Salvadoran network. The network includes Salvadoran human rights and women's rights NGOs, labor union organizations, among others.

Regional Coordination of Independent Monitoring - In 1998, the monitoring groups in Central America met in San Salvador. Based on their shared views and objectives a more permanent regional coordinating group was formed. The work of this coordinating group began in 2000 and is called the Regional Initiative for Social Responsibility and Decent Employment (IRSTD in Spanish). The group's members are the monitoring organizations in Guatemala (COVERCO) and El Salvador (GMIES), women's organizations in Honduras (EMIH) and Nicaragua (PASE), a feminist studies organization in the Dominican Republic (CIPAF), and a labor studies organization in Costa Rica (ASEPROLA). The objective of the IRSTD is to increase contact and coordination among the organizations that work to strengthen harmonious, fair labor relations in export assembly factories.

ENGAGED PARTNERSHIPS FOR CHANGE: Engaged is an international non-profit based in Brussels committed to ensuring fair and decent work conditions throughout the global supply chain. The objectives of Engaged involve moving beyond mere compliance to corporate codes to creating active partnerships and dialogue from brands to buyers to suppliers to workers, fostering development programs from the local community up, including programs for the informal workforce (home workers and migrant workers).

Engaged was established in 2007, and had developed from the European, African and Middle East operations of Verite. It has teams and experience throughout Europe, Turkey, Israel, Egypt, Morocco, Tunisia, Kenya, Uganda, Lesotho, Malawi, Mauritius, Madagascar, South Africa, Swaziland, Zambia and Tanzania and developing initiatives in Vietnam, India, the Philippines and China.

TAOS Network – TAOS and its affiliates have more than a decade of experience in monitoring in China, the Philippines, Bangladesh and Pakistan.

VECTRA INTERNATIONAL: Vectra International is a network of supply chain specialists that provide a broad spectrum of services related to improving working conditions in supply chains. The focus of the Vectra work is innovative implementation of pragmatic change in people's lives enabling positive impact, in areas such as labor, human rights, environment, and health and safety conditions within supply chains in over 35 countries. Its geographic areas of specialization include the countries of the European Union, Eastern Europe, Central Asia, Africa, and the Arabic speaking countries of the Middle East.

II-5. PERSONNEL

Key personnel are as follows:

Dr. Ruth Rosenbaum is the Executive Director of CREA and the Coordinator of the CREA Collaborative. She is a social economist with more than two decades of experience in human rights and labor rights, especially in supply chain monitoring throughout the world. Her resume is included as Supplementary Information A.

Astrid Valencia, Esq. is the Executive Director of GMIES. She is a human rights lawyer with special expertise in supply chains and labor rights.

Mitzi Zaruk is the Executive Director of Engaged Partnership for Change and brings more than a decade of experience in human rights and labor rights focusing on improving working conditions in supply chains in factories and agriculture.

Patrick Neyts is the Senior Advisor and founder of Vectra International. He is an expert in occupational health and safety as well as the environment especially in areas related to supply chains, both in factories and in agriculture.

Heather White, the original founder of Verite, is the Coordinator of the Taos network and works on supply chain issues with members of the Taos network.

The CREA Collaborative brings an integrated collaborative network ready to provide professional, timely and comprehensive service in the investigation of complaints in factories and the monitoring of these factories according to the Sweatfree Code of Conduct. Together we provide the ability to do comprehensive monitoring in Africa, Asia, Latin America, Europe, the Caribbean and North America.

11-6 TRAINING

All the members of the CREA Collaborative are experienced monitors with many years of experience. In addition, many of the members are certified trainers for the RAISE Institute for Social Auditing, the Ethical Trading Initiative and other recognized programs for training monitors and social auditors.

In preparation for the proposal, the core personnel of the CREA Collaborative have already reviewed and discussed the core documents created for this RFP including the Sweatfree Code of Conduct and the Complaint Form to ensure that our proposal meets the requirements they present. We do not envision any further training being necessary for the Collaborative members.

However, as stated in Section II-9, where it becomes possible for us to work with members of other organizations who have been designated a Disadvantaged business and/or are a Women or Minority Owned Business new or relatively new to this monitoring work, we would ensure that the members have the opportunity to go through the RAISE Institute 1000 Training to ensure that they have the appropriate skills and knowledge for the work.

In addition, we would partner those who are new to this work with a mentor-partner in order to strengthen the capacity of the newcomer(s) to do on site monitoring.

II-7 FINANCIAL CAPABILITY

Attached please find two documents which CREA submitted to the IRS in 2008 as its financial report. The 990 report (Supplementary Information B) is the IRS required equal to an income/expense report from a company. In addition, we are submitting the financial report (Supplementary Information C) we provide potential funders because this report includes the donated services that are part of the operating expenses of the organization. The 990 for 2008 is due to be filed in May 2009.

Please keep in mind that the separate organizations of the CREA Collaborative have their own financial statements which they submit in their own countries. Therefore the CREA statement is just for our separate organization. The CREA Collaborative is a group of organizations and individuals pledged to work for human rights and labor rights in supply chains around the world.

As the administrator of the CREA Collaborative, CREA has the ability to manage the finances of the work that will be done and to provide timely and comprehensive financial reports as required.

II-8. Objections and Additions to Standard Contract Term and Conditions

As a group of small organizations, the members of the CREA Collaborative operate on tight budgets without large reserves of operating capital. It is common practice in the Factory Monitoring Field for payment for services to be received before work begins. This practice ensures that service providers have

funds to do the best work possible, and also maintains independence of the work by assuring payment even if the outcome is different from what the contracting organization would hope. The CREA Collaborative asks that the State agree to pay no less than one half of the cost of each investigation at the time work commences.

II-9. Disadvantaged Business Submittal

a. Disadvantaged Business Information

As a 501(c)3 non-for-profit organization, CREA has never been required to seek any form of disadvantaged small business certification. However, we offer the following as a parallel to the requirements for such certification:

- CREA was founded by two women in 1995 to address the systemic issues related to human rights, labor rights and sustainability
- CREA was purposefully located in Hartford, Connecticut, which ties with Brownsville, Texas as the poorest cities of their size in the US (According to the US census).
- In addition, CREA House, our office, is located in the poorest part of this poorest city. Since its inception, it has offered starting jobs to area residents so that they can learn office skills, business skills, and research techniques. In our work they are exposed to the global issues of poverty, inequality, and the need for better systems and structures to address these issues.
- For example, Melisa Sherman, who worked for us all through college graduated with her BA and was encouraged by us to pursue her dream of becoming a social worker. We celebrated both her college and graduate graduations knowing that we were, in part responsible for her successfully achieving her MSW (Masters in Social Work).
- The other partners of the CREA Collaborative are small organizations. Many of them were founded by women and are woman-run, and most are located in developing countries where factories are located. The common definition of “minority” as used in the US does not match the reality in these countries. All of the member organizations in IRSTD (Independent Monitoring Association in Latin America) who would work with GMIES, are 100% operated by local people, The executive directors of more than 50% of the member organizations are women. The executive director of Engaged is a woman from the Philippines living in Belgium. Each of the partner organizations of Engaged is native to their individual countries, including those in Africa, such as Madagascar, Mauritius, and elsewhere. The executive director of the TAOS Network is an African-American woman, and the local organizations that she coordinates in Asia are each from the individual countries.
- If all of us were in the US, most would be minorities. More importantly for this work, our local partners are just that - local, and therefore knowledgeable about the culture, the law, and the best ways to communicate with workers in each place. Therefore, in addition to its utilization of socially disadvantaged employees in the US, the CREA Collaborative contributes to the development of some of the world’s poorest countries.

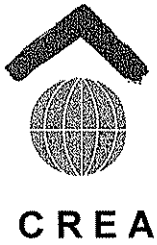
In addition, the CREA Collaborative will work with organizations registered as minority owned or women owned businesses for such services as travel reservations, printing, etc. We would also be open to work with relevant registered organizations to bring them into the Collaborative if they have the appropriate background and expertise. Where such businesses are interested in getting involved

in this work but lack the expertise or experience, CREA will work with them to bring their personnel through the RAISE Certification program for Social Auditors, the specialized training program for independent monitors. This can be done at limited expense for such interested parties.

b. Enterprise Zone Small Business Participation

CREA House is located immediately outside of the Hartford Enterprise Zone. However, as a 501c3, the enterprise zone's status would not affect CREA. Statistics about Hartford are included in Supplementary Information D.

II-10 COST SUBMITTAL – See Separate Envelope Labeled Cost Submittal



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FAX: 860.216.1072
e-mail: crea-inc@crea-inc.org
Web site: www.crea-inc.org

Center for Reflection, Education and Action, Inc.

March 31, 2009

DGS Bureau of Procurement
Jan Braxton
Issuing Officer
555 Walnut Street, 6th floor
Harrisburg, PA 17101

RE: PFP Number 4400003124 Sweatfree Monitoring Services

Dear Jan,

In response to the questions, please see our responses below:

Technical response Page 3 of 10

II-3 – Work Plan – We wrote the proposal as a response to the specific RFP. However, CREA Collaborative member organizations are ready and willing to supply services to any public entities that would be covered or included in the Sweatfree Monitoring System. That includes both present members and other members who might join in the future. In addition, CREA Collaborative member organizations are willing to enter into additional agreement(s) with other public entities that might not be included in the Sweatfree Consortium Monitoring Proposal if that is necessary to provide the services requested.

II-3 – Work Plan a.2

Providing a Price for an Investigation: CREA is more than willing to provide a price for an investigation. However prices will vary based on the following:

- Travel costs to the investigation location
- Lodging, meals and local transportation during the actual investigation
- Per diem rate for the specific investigator(s)
- Number of languages spoken in the facility being investigated

Depending on the size of the facility being investigated and the complexity of the specific complaint, the length of time needed for an investigation will vary. Prior to undertaking a specific investigation, a specific projected cost will be determined by CREA and submitted to the Government entities involved.

Contacting Collaborative Members: The CREA Collaborative operates as follows:

- A. The specific government entity contacts CREA by email, telephone or regular mail.
- A. CREA reviews the specific complaint report and determines which Collaborative members would be most appropriate for the investigation.

- B. The CREA Collaborative members are contacted by CREA and availability is determined.
 - C. CREA responds to the specific government entity reporting the needed investigation.
- Note: A-D usually can be done in 24-48 hours or less.

Yes, non-Collaborative persons and/or organizations can be contacted for involvement in the investigation. This would be done based on the specific request of the government entity or the determination, for example, that language needs for a specific investigation require the involvement of others outside the Collaborative. The Collaborative is always open to new members providing they either have the necessary the skills and knowledge so that we can uphold the standards of our work. We are also open to bringing in persons and organizations that are new to this work, providing they are willing to gain the necessary knowledge and skills. There is no cost for membership.

II-3 Work Plan a.3 Definition of Collaborative Member

The CREA Collaborative is an association of individuals and organizations that have knowledge and skills as well as experience in social auditing, investigation and remediation in factories and agricultural setting around the world. The Collaborative members work together and individually to provide these services to companies, organizations and governments, depending on what is needed in a cost effective process. We all know each other professionally and have agreed on the standards for our work.

Clarification: Cost of investigation when not substantiated.

The categories of costs of an investigation when not substantiated are as follows:

- A. Travel, food and lodging as necessary
- B. Per diem
- C. Translation services where necessary
- D. Administrative fee as described in the proposal

The major difference between the cost of a full investigation and the work done to see whether a complaint is substantiated is the length of time (number of days) required. Because the work is done on a per diem rate, the number of days determines the cost. The administrative fee is a single fee for each investigation.

II.3 Work Plan a.6

- A. Cost Submittal Worksheet and Costs for Remediation – The costs for investigation and/or remediation are based on the same model or format: travel plus food and lodging, per diem and translation costs where necessary plus the administrative fee. The main variable is the number of days needed for the specific work, whether investigation or remediation.
- B. 5th paragraph – Resumes of each person involved in specific investigation will be provided.
- C. 6th paragraph – All costs relative to a complaint investigation have been included in the proposal. There are no hidden costs.

II. 4 Work Experience References

Andre Raghu
Executive Director
Sustainability Solutions
Andre.raghu@intertek.com

Kay Schultz
Director of Social Compliance
Target
Kay.schultz@target.com

Lary Brown
Corporate Compliance Manager
New Balance Athletic Shoe Co.
Lary.brown@newbalance.com

Dan Henkle
Senior Vice President for Social responsibility
Gap Inc.
dan.henkle@gap.com

Other references are available for other members of the CREA Collaborative members and member organizations if they are needed.

II-5 A. Additional Resumes

Resumes for Francisco Chicas from GMIES and Patrick Neyts from Vectra International are provided as additional attachments. Additional resumes will be provided as specific work is determined.

B. Roles of Additional Personnel

CREA is the coordinator of the CREA Collaborative. Dr. Ruth Rosenbaum is the Executive Director of CREA and an experienced investigator, social auditor trainer, etc. She will coordinate any investigation and remediation.

For each part of the world in which it operates, the CREA Collaborative has one or more organizations and individuals to call on for specific investigations and remediation. This provides the any client with organizations and specific persons with the skills, knowledge, geographic area expertise, etc. required. It is an experience efficient and cost efficient model. CREA coordinates the work and ensures the standardization of quality and efficiency.

On location, depending on the country, there may be associate managers from the other participating organizations. Each person who might serve in this role is someone in whom CREA has confidence and with whom we have worked over time.

In addition, specific members of the Collaborative have specific skills that may be of use in a particular investigation. These specific skills may be as disparate as specific environmental issues, bonded labor, labor migration, occupational health and safety, etc. When necessary, these persons may be called on to be members of the team for a specific investigation in order to bring about the results desired.

CREA is directly responsible to any client for the work contracted.

II-8 Objections and Additions

We understand the payment constraints for public entities as described. We accept that there would be the potential for payment of the work plan as a first deliverable. The information provided on the Cost submittal work sheet does not change, based on these constraints. We would ask that, wherever possible, the work for an investigation and any subsequent remediation work be billed separately.

Meeting Reporting Requirements

The work plan, as described in the RFP and then in the letter to which we are responding, parallels the way in which we undertake any investigation. What we are careful to do is to factor in time flexibility so that investigators have sufficient time to do the job efficiently and well. Time variables will exist based on the size of the factory, the extent of the complaint, the length of time the complaint covers, the number of people who have filed the complaint, etc.

With that in mind, we develop a specific work plan as follows:

A. TASK PLAN

- a. Review of the complaint
- b. Designation of personnel needed based on location, language ability, specific skills, etc. This includes availability of specific personnel at a specific time.
- c. Develop chart of work plan including work flow, possible variables that might need to be addressed, components of investigations, etc.
- d. Designation of travel, lodging, etc. that will be needed
- e. Submit a cost estimate for the investigation
- f. Transfer of work plan to a Gantt or PERT chart if that format is required by the public entity. We usually use a simple chart plus calendar format but are open to using any format required if requested by the public entities.
- g. Submission of the work plan to the public entities involved. Doing so within 20 days is acceptable. Once that work plan is approved, we would be ready to begin the work, keeping in mind the requirements of flight arrangements, etc. where necessary.

B. Status Report(s)

- a. Status reports will be provided according to whatever schedule is developed for the specific investigations.
- b. Each status report will include the following:
 - i. Specific activities
 - ii. Results from those activities
 - iii. Problems investigated within the domain of the specific investigation.
 - iv. Recommendations related to the problems documented
- c. Keeping in mind that an investigation of one reported problem can often unearth other related problems, the status reports will include any and all information available as a result of the investigation.

C. Problem Identification Report

Once the specific problem(s) are identified, a complete report will be provided documenting the specific problems that have been identified and ways to address these problems. Each way of addressing the problem(s) will be evaluated in terms of its pros and cons of each solution, including whether or not it addresses the root causes of the problem(s).

FINAL REPORT

Following the completion of the investigation, the Final Report will be submitted and will include all the components as listed in the RFP and letter of inquiry to which we are responding. Specifically, our reports will include the following components, realizing that specific situations will require expanded descriptions and documentation.

1. A summary or abstract of the investigation and results
2. Description of the person(s) doing the investigation and the specific skills used. In addition, the specific work of each person/organization will be documented.
3. Data collection – including description of the specific data, the methodology for data collection, and results of the data collection. This data collection will include interviews, documentation review, etc. as they pertain to the specific investigation. Copies of all tools used for the data collection including the questionnaires will be included.
4. Data analysis – including the methodology used for analysis and the results of the analysis.
5. Findings based on the data, interviews, etc. These will be presented in the most useful format including, but not limited to, charts, photos, diagrams, etc.
6. Recommendations for addressing the issues that have been documented in the investigation. These recommendations will include a work plan for implementing the recommendations.

Please let me know if you have any other questions. We look forward to hearing from you.

Sincerely,



Ruth Rosenbaum, PhD
Executive Director

For the CREA Collaborative

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	1	Anguila		
	1	Bahamas		
	1	Barbados		
Y	1	Bermuda	as needed	
Y	1	Canada	as needed	
	1	Dominica		
Y	1	Dominican Republic	as needed	
	1	Greenland		
Y	1	Haiti	as needed	
	1	Hawaii		
	1	Iceland		
Y	1	Mexico	as needed	
	1	Montserrat		
Y	1	Puerto Rico	as needed	
	1	Turks Caicos Islands		
Y	1	United States of America	as needed	
Y	1	Virgin Island	as needed	
	2	Grenada		
Y	2	Argentina	as needed	
	2	Aruba		
Y	2	Belize	as needed	
Y	2	Bolivia	as needed	
Y	2	Brazil	as needed	
	2	Cayman Island		
Y	2	Chile	as needed	
Y	2	Colombia	as needed	
Y	2	Costa Rica	as needed	
	2	Cuba		
Y	2	Ecuador	as needed	
Y	2	El Salvador	as needed	
	2	Falkland Islands		
	2	French Guiana		
Y	2	Guatemala	as needed	
	2	Guyana		
Y	2	Honduras	as needed	
Y	2	Jamaica	as needed	

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
Y	2	Nicaragua	as needed	
Y	2	Panama	as needed	
Y	2	Paraguay	as needed	
Y	2	Peru	as needed	
	2	Saint Lucia		
	2	Surinam		
Y	2	Trinidad and Tobago	as needed	
Y	2	Uruguay	as needed	
Y	2	Venezuela	as needed	
	3	Albania		
	3	Andorra		
	3	Antigua & Barbuda		
Y	3	Austria	as needed	
	3	Belarus		
Y	3	Belgium	as needed	
Y	3	Bosnia	as needed	
Y	3	Britain	as needed	
Y	3	Bulgaria	as needed	
	3	Croatia		
	3	Cyprus		
	3	Czech Republic		
Y	3	Denmark	as needed	
	3	Estonia		
	3	Faroe Islands		
Y	3	Finland	as needed	
Y	3	France	as needed	
	3	Georgia		
Y	3	Germany	as needed	
	3	Gibraltar		
Y	3	Greece	as needed	
	3	Guernsey		
Y	3	Hungary	as needed	
Y	3	Ireland	as needed	
	3	Isle of Man		
Y	3	Italy	as needed	
	3	Jersey		

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	3	Latvia		
	3	Liechtenstein		
	3	Lithuania		
	3	Luxembourg		
	3	Macedonia		
	3	Malta		
	3	Moldova		
	3	Monaco		
	3	Netherlands		
	3	Norfolk Islands		
	3	Northern Marianas		
Y	3	Norway	as needed	
Y	3	Poland	as needed	
Y	3	Portugal	as needed	
Y	3	Romania	as needed	
Y	3	Russian Federation	as needed	
	3	San Marino		
	3	Sao Tome Principe		
Y	3	Scotland	as needed	
	3	Seborga		
	3	Serbia Montenegro		
	3	Slovakia		
	3	Slovenia		
Y	3	Spain	as needed	
	3	St. Kitts And Nevis		
Y	3	Sweden	as needed	
Y	3	Switzerland	as needed	
	3	Ukraine		
Y	3	United Kingdom	as needed	
	3	Vincent And Gredines		
	4	Afghanistan		
	4	Armenia		
	4	Azerbaijan		
	4	Bahrain		
Y	4	Bangladesh	as needed	
Y	4	Egypt	as needed	

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
Y	4	India	as needed	
	4	Iran		
	4	Iraq		
Y	4	Israel	as needed	
Y	4	Jordan	as needed	
	4	Kazakhstan		
	4	Kuwait		
	4	Kyrgyzstan		
Y	4	Lebanon	as needed	
	4	Maldives		
	4	Oman		
Y	4	Pakistan	as needed	
Y	4	Palestine	as needed	
Y	4	Qatar	as needed	
Y	4	Saudi Arabia	as needed	
Y	4	Sri Lanka	as needed	
Y	4	Syria		
	4	Tajikistan	as needed	
Y	4	Turkey	as needed	
	4	Turkmenistan		
Y	4	United Arab Emirates	as needed	
Y	4	Uzbekistan	as needed	
	4	Yemen		
	5	Algeria		
	5	Angola		
	5	Benin		
Y	5	Botswana	as needed	
	5	Burkina Faso		
	5	Burundi		
Y	5	Cameroon	as needed	
Y	5	Cape Verde	as needed	
	5	Central African Republic		
	5	Chad		
Y	5	Cote D'Ivoire	as needed	
	5	Dem. Rep. of Congo		
	5	Djibouti		

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	5	Equatorial Guinea		
	5	Eritrea		
Y	5	Ethiopia	as needed	
	5	Gabon		
Y	5	Ghana	as needed	
Y	5	Kenya	as needed	
Y	5	Lesotho	as needed	
Y	5	Liberia	as needed	
	5	Libya		
Y	5	Madagascar	as needed	
Y	5	Malawi	as needed	
Y	5	Mali	as needed	
	5	Mauritania		
Y	5	Mauritius	as needed	
	5	Morocco		
	5	Mozambique		
	5	Namibia		
	5	Niger		
Y	5	Nigeria	as needed	
	5	Republic of Congo		
	5	Rwanda		
Y	5	Senegal		
	5	Seychelles		
	5	Sierra Leon		
Y	5	Somalia	as needed	
Y	5	South Africa	as needed	
	5	Sudan		
	5	Swaziland		
Y	5	Tanzania	as needed	
	5	The Gambia		
	5	Togo		
	5	Tunisia		
Y	5	Uganda	as needed	
	5	Western Sahara		
Y	5	Zaire	as needed	
Y	5	Zambia	as needed	

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
Y	5	Zimbabwe	as needed	
	6	Antarctica		
Y	6	Australia	as needed	
	6	Bhutan		
	6	Brunei		
	6	Burma		
Y	6	Cambodia	as needed	
Y	6	China	as needed	
	6	Cook Islands		
Y	6	Fiji	as needed	
	6	French Polynesia		
	6	Guam		
	6	Guinea		
	6	Guinea Bissau		
Y	6	Hong Kong	as needed	
Y	6	Indonesia	as needed	
Y	6	Japan	as needed	
	6	Kiribati		
Y	6	Laos	as needed	
	6	Macao		
Y	6	Malaysia	as needed	
	6	Marshall Islands		
	6	Micronesia		
	6	Mongolia		
	6	Myanmar		
	6	Nauru		
	6	Nepal		
Y	6	New Zealand	as needed	
	6	Niue		
	6	North Korea		
	6	Palau		
	6	Papua New Guinea		
Y	6	Philippines	as needed	
	6	Pitcairn Islands		
	6	Samoa		
Y	6	Singapore	as needed	

CREA Country Availability

Please indicate the Geographic Coverage in which you will be able to provide Resources.

Able to Service Y/N	Region	Region	Number of Permanent Resources Available	Number of Contracted Resources Available
	6	Solomon Islands		
	6	South Korea		
Y	6	Taiwan	as needed	
Y	6	Thailand	as needed	
	6	Tibet		
	6	Timor Leste		
	6	Tonga		
	6	Vanuatu		
Y	6	Vietnam	as needed	



CREA Inc.
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e-mail: crea-inc@crea-inc.org
Web site: www.crea-inc.org

Center for Reflection, Education and Action, Inc.

Ruth Rosenbaum, Ph.D.

Resume

Education

Doctorate in Social Economics and Social Justice, Boston College, Chestnut Hill, Massachusetts. 1996.

Master of Arts in Religious Studies, Manhattan College, Bronx, New York. 1971.

Master of Arts in Biology with a concentration in genetics and molecular biology, Hunter College of the City University of New York. 1970.

Bachelor of Arts in Biology, Hunter College of the City University of New York. 1966.

Experience

Corporate Social Responsibility

Founder and Executive Director, CREA: A Center for Reflection, Education and Action, Inc., Hartford, CT. 1996 to the present.

CREA facilitates analysis of human, social and economic policies from the perspective of their effects on human lives, beginning with lives of people who are economically poor. CREA'S signature service is the Purchasing Power Index. In addition, CREA offers CREA Focus, its corporate responsibility research service, and educational programs in economic justice and systemic analysis.

Creator of the Purchasing Power Index (PPI), the only trans-national, trans-cultural and trans-temporal index combining the effects of wages, prices and inflation on the purchasing power of workers anywhere in the world. Purchasing power (PPI) studies are done in relation to a specific company, an industry, a geographic region and/or a country.

Establishment of the RAISE Institute for Certification of Social Auditors – a collaborative project with Verite, the internationally recognized social auditing NGO. RAISE is the first international certification program for social compliance in supply chains. On-line component associated with the Connecticut Distance Learning Center

Global Reporting Initiative: 2000 to the present:

Chair Supply Chain working Group (2007-present)

Co-Chair, GRI Working Group for Special Protocols for the Apparel and Footwear Industries (2005-present)

Member, Society Working Group for the 2006 GRI Reporting Guidelines (2004-2005)

Vice-Chair, Stakeholder Council (2003-2004)

Member-Stakeholder Council (2002-present)

Member of the Core Measurement Working Group that developed the 2002 GRI Reporting Guidelines

Member of the Social Indicators Working Group for the G2

Member-Verification Working Group-North America

Current Projects

Project Kaleidoscope: A Systems Based Approach to Improving Working Conditions in China.
Final Report issued May, 2008. Report available at www.crea-inc.org

Sustainable Living Wage Project in Bangladesh. Report to be published March 2009

Guatemala Purchasing Power and Sustainability Project. Report published March 2008 entitled
*“Sustainability of Whom? Sustainability of What? : The Role of Sustainable Living Wage/Income
in
Human Rights, Sustainability, Security and the Un Millennium Development Goals in Guatemala”*.
Report available at www.crea-inc.org

MetroHartford Sustainability Project – an assessment of the programs, policies and
practices operative in the MetroHartford region (the city of Hartford plus two tiers of
towns and cities abutting Hartford) – in process

Establishment of the *Fair Trade-Peace Trade Initiative* to create linkages and markets for
fair trade cooperatives to market their products and services in order to establish
alternatives to violence as a way of life – on going.

Mombasa, Kenya Purchasing Power and Sustainability project to be completed December 2009

Work with Specific Corporations (sample)

Member, Gap Working Group (2003-present) working on issues related to sourcing
and compliance. Gap, working with the Working Group, issued the first public report on
sourcing and compliance in May 2004 and May 2005 and soon in July 2007

Member of Project Kaleidoscope Working Group project to improve
conditions in factories in Guangdong Province in China. Purpose of the
project is to set up systems in factories to bring about self-correcting system
for improvement and change. Research director for entire project.
(2002-present). Final report published May 2008.

Chair, Target Working Group working on sourcing and compliance issues related
to corporate social responsibility. Topics include supply chains, responsible sourcing,
Fair

Trade coffee, etc. (1997-present)

Co-Chair of Proctor & Gamble Working Group regarding Fair Trade Coffee and the
Worldwide Coffee Crisis. (2002 – present)

Chair of YUM Brands Working Group regarding standards for agricultural workers
including sustainable living wage.

Purchasing Power Index Studies for two corporations, whose names, by contract, have to be held
confidential.

Member of ICCR fact-finding team visiting Nike and Reebok plants in Indonesia, Vietnam and
China. March 1-12, 1998.

Member of ICCR Working Groups with General Motors, Delphi, Nike, Disney,
United Technologies, Gap, Philips Van Heusen among others.

Co-Chair, Global Corporate Accountability Issue Group at ICCR: The Interfaith Center
on Corporate Responsibility, New York, NY. 1993 to 2002.

Member of the Independent Monitoring Working Group (IMWG) that worked with the GAP in the creation
and development of independent monitoring systems where the GAP sources in El Salvador and
Honduras. 1995 to 2002.

Managing Director, Research & Report Service for Ethical and Socially Responsible Investing, Newton,
Massachusetts. 1987 to September 1998.

Initiated and developed this service as a subsidiary of FL Putnam Securities Company, Inc.

Professional Experience - Education:

Extension Professor, Center for Continuing Studies, University of Connecticut.

Courses taught include: Issues in Humanitarian Studies, Systemic Analysis, Poverty and Public Health, Sustainability, and Jobs, Work and Globalization, among others. 2002-2008

Developer of the Systemic Analysis Program designed for use in the creation of self-correcting systems to

bring about positive systemic change. The program has been used among persons and groups from many different cultures and nationalities, levels of formal education, etc. 1995 to present

Adjunct Professor in Social Economics, Union Institute, Cincinnati, Ohio. 1996 to 1998.

Visiting Professor in Social Ethics and Business. University of New England, 1995 and University of Southern Maine 1996, 1997.

Teaching Fellow in Social Economics, Boston College, 1993 to 1996.

Publications

Sustainability of Whom: Sustainability of What? The Role of Sustainable Living Wage/Income in Human Rights, Sustainability, Security and the UN Millennium Development Goals in Guatemala. CREA Press, 2008.

"The Cui Bono Rule", presented at the Congreso Centro-Americano de Ciencias Politicas Retensar La Politica: Letras para la Democratizacion de America Central, 18-20 julio 2007. Paper published in the proceeding of the Congress, 2007.

"Economic Impact Study: Tomatoes in Florida", CREA, 2005.

El Salvador Sustain-Ability: Sustainable Living Wage and Income Report, CREA, 2004.

"The Intricacies of Corporate Social Responsibility" in the Natural Resources Forum: A United Nations Sustainable Development Journal. December 2004.

"Making the Invisible Visible: The Reality of Purchasing Power in the Global Economy" published in Globalization and Living Wage by University of Notre Dame Press. 2004.

"Codes of Conduct in China" – Paper presented as part of testimony before the Congressional Executive Commission on China, 2003.

Making the Invisible Visible: A Study of the Purchasing Power of Maquila Workers in Mexico 2000. PPI Studies for 15 cities and 3 regions in Mexico. Cities: Matamoros, Reynosa, Rio Bravo, Nuevo Laredo, Piedras Negras, Ciudad Acuna, Juarez, Agua Prieta, Nogales, Mexicali and Tijuana. Regions, A, B and C. © CREA Inc. 2000.

Purchasing Power Index Study, Northeast Windham County, Connecticut. © CREA, Inc. 2000.

"In Whose Interest? A Global Code of Conduct for Corporations" in Global Codes of Conduct: An Idea Whose Time Has Come. Oliver F. Williams, ed. University of Notre Dame Press, (Notre Dame).

Working Paper #42. *Applications of the Purchasing Power Index.* © CREA, Inc. 1999.

Working Paper #41. *Wages and the Purchasing Power Index.* © CREA, Inc. 1999.

Working Paper #43. *Standards for the Sustainable Living Wage*. © CREA, Inc. 2002.

In Whose Interest? Using the Purchasing Power Index to Analyze Plans, Programs and Policies of Industrialization and Development in Haiti. © CREA, Inc. 1996.

Market Basket Survey: A Comparison of the Buying Power of Maquiladora Workers in Mexico and UAW Assembly Workers in GM plants in the U.S. Distributed by the Coalition for Justice in the Maquiladoras. 1994.

Co-Authored

Principles for Global Corporate Accountability: Benchmarks for Measuring Business Performance. As a member of ICCR Committee, working in collaboration with the Ecumenical Council for Corporate Responsibility (ECCR) for Britain and Ireland, and The Taskforce on the Churches and Corporate Responsibility (TCCR) of the Canadian Churches. Published by ICCR. 1996. Revised, 1998.

Footwear Manufacturing Fact-Finding Report with Rev. David Schilling, Ms. Vidette Bullock Mixon, Mr. Steve Koenig, and Rev. Seamus Finn. Published by ICCR. 1998.

International travel for purposes associated with sustainability and corporate responsibility work.

Bangladesh	Belgium	Brazil	Canada
China	Costa Rica	Dominican Republic	
El Salvador	England	France	Guatemala
Haiti	Honduras	Hong Kong	Indonesia
India	Kenya	Mexico	Netherlands
Philippines	Sri Lanka	Turkey	Vietnam
United Kingdom			

Major Presentations at Conferences Relating to Sustainability, Corporate Social Responsibility, Economics and Justice

“Cui Bono: Sustainability in the Era of Globalization” – Training for the Somers, NY School System. High School students (Fall, 2007) Faculty and Administration (April, 2008)

“Fair Trade, Living Wage and Sustainability”. International Week, 2007. Presentation sponsored by the President’s Committee on Corporate Social Responsibility, University of Connecticut.

“The Sustainable Living Wage”, Ethical Sourcing Forum, Philadelphia, 2007

“Social Indicators and Sustainability”, Ceres Conference, Boston 2007

“Social Auditing” Auditing Roundtable, September 2006

“Electronics Industry Supply Chinas and Issues of Social and Environmental Auditing” Interfaith Center on Corporate Responsibility, September 2006

“Socially Responsible Investing and Community Based Sustainable Development” CSA Health System Foundations Conference October 2006

“Community Based Sustainability Reporting” Global Reporting Initiative International Conference on Sustainability Reporting, October 2006

“Careers for the Common Good Panel” UCONN, October 2006

“Working Conditions in China: Just and Favorable?” Congressional Executive Commission on China Roundtable, 3 November 2005.

“Project Kaleidoscope: Bringing about Systems Change in Factories in China”
Business for Social responsibility Conference, November 2005

“Economic Justice and Globalization” Seminar at University of Kansas, August 2005

“Walking the Talk: Moving from Charity and Advocacy to Systemic Change”
First Friday Club, Akron, Ohio, 2005

“Globalization and Systemic Change” – Boston Social Forum, 2004

“Corporate Social Responsibility and Human Rights” – Human Rights in China Conference at Fordham University Law School, New York City, 2004

“Sustainable Living Wages-Foundation of Economic Justice” –Keynote Address, Fair Labor Association Conference on Living Wage, 2003

FRANCISCO ANTONIO CHICAS VÁSQUEZ

Condominios de Ayutuxtepeque, 1ª avenida sur y calle 15 de Septiembre # 37, Ayutuxtepeque, San Salvador. El Salvador

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investigacion2@gmies.org.sv

Fecha de nacimiento: 8 de noviembre de 1983.

Profesión

Abogado.

Educación

Lic. en Ciencias Jurídicas. Universidad Centroamericana "José Simeón Cañas". Octubre 2007.

Experiencia Laboral

- ❖ Asistente en la Oficina de Procuración de Justicia del Instituto de Derechos Humanos de la Universidad Centroamericana "José Simeón Cañas", IDHUCA. Enero 2003 – diciembre 2004.
- ❖ Colaborador en Bufete Jurídico CUÉLLAR & ASOCIADOS con especialidad en asuntos laborales y constitucionales. Enero 2006 – octubre 2006.
- ❖ Consultor para la Organización Internacional del Trabajo (OIT), elaboración de Manual *¿Cómo denunciar violaciones a los derechos humanos fundamentales en materia de trabajo?* Junio 2007.
- ❖ Catedrático titular de *Inglés Técnico*, Universidad Luterana Salvadoreña, ciclos 01-2007 y 01-2008.
- ❖ Catedrático titular de *Derechos Humanos*, Universidad Luterana Salvadoreña, ciclos 02-2007, ciclo extraordinario 2007 y ciclo 02-2008.
- ❖ Capacitador de líderes y lideresas en derechos laborales, "Proyecto Todas y Todos Trabajamos: Derechos Laborales para Todas y Todos". San Salvador. Mayo – junio 2008
- ❖ Capacitador bilingüe en técnicas de monitoreo de condiciones laborales en el *RAISE Institute (Resources for Advancing, Inquiry, Standards and Effectiveness)*.
- ❖ Investigador y Monitor del Grupo de Monitoreo Independiente de El Salvador (GMIES), agosto 2007 hasta la fecha.

Seminarios y Capacitaciones

- ❖ Seminario Regional *Los Derechos Laborales en una cambiante industria*, Red de Solidaridad de la Maquila (RSM), San Pedro Sula, Honduras. Septiembre-octubre 2008.
- ❖ Capacitación sobre *Buenas Prácticas en los Centros de Trabajo*, Fair Labor Association (FLA), San Pedro Sula, Honduras. Septiembre 2007.
- ❖ Taller sobre *Incidencia Política*, Oficina de Washington para Latinoamérica (WOLA), San José, Costa Rica. Agosto 2007.
- ❖ Seminario Taller "Herramientas del Sistema Interamericano de Protección de los Derechos Humanos para la Protección Internacional de los Derechos Laborales" (GMIES), San Salvador, El Salvador. Mayo 2007.
- ❖ Capacitación sobre "Monitoreo en Seguridad Industrial", Grupo de Monitoreo Independiente El Salvador (GMIES), San Salvador, El Salvador. Noviembre 2006.
- ❖ Seminario Taller "La Responsabilidad Social Empresarial y las organizaciones de la sociedad civil", Red Puentes México, Centro para la Defensa del Consumidor (CDC) y Grupo de Monitoreo Independiente El Salvador (GMIES), San Salvador, El Salvador. Noviembre 2006.

- ❖ Seminario Taller *"Víctimas y Funcionarios frente al Debido Proceso"*, Instituto de Derechos Humanos de la Universidad Centroamericana *"José Simeón Cañas"* (IDHUCA), San Salvador, El Salvador. Enero 2003.

Habilidades

- ❖ Conocimientos básicos de computación: Microsoft Word, Excel y PowerPoint.
- ❖ Inglés avanzado.
- ❖ Francés intermedio.

Logros Académicos

- ❖ Miembro del Equipo Semifinalista en la *VII Competencia Interamericana de Derechos Humanos "Eduardo Jiménez de Aréchega"*, celebrado en San José, Costa Rica del 3 al 7 de noviembre de 2003.
- ❖ Miembro del Equipo Ganador en la *VIII Competencia Interamericana de Derechos Humanos "Eduardo Jiménez de Aréchega"*, celebrado en San José, Costa Rica del 25 al 29 de octubre de 2004.
- ❖ Semifinalista y Mejor Orador en el *"X Concurso Interamericano de Derechos Humanos"* realizado en *American University*, Washington D.C., Estados Unidos, del 22 al 27 de mayo de 2005.
- ❖ Asesor del equipo semifinalista en el *III Concurso de Derechos Humanos y Derecho Internacional "Francisco Suárez S.J."*, desarrollado en la Pontificia Universidad Javeriana, Santa Fe de Bogotá, Colombia, del 17 al 20 de octubre de 2006.

Publicaciones

- ❖ Investigación *"Obstáculos a la Justicia Laboral en Centro América y República Dominicana: Estudio de casos El Salvador"*, San Salvador 2008.
- ❖ Investigación *"Obstáculos a la Justicia Laboral en Centro América y República Dominicana: Análisis Comparativo"*, San Salvador 2008.
- ❖ *Barómetro de la Responsabilidad Social Empresarial en El Salvador: Una Radiografía de la Cuestión"*. San Salvador, 2009.

Trabajo en Área Jurídica

- ❖ Responsable de Cafés Jurídicos en el Consejo Latinoamericano de Estudios de Derecho Internacional y Derecho Comparado, COLADIC-El Salvador.
- ❖ Cofundador y Presidente de la Asociación de Estudiantes Pro Derechos Humanos de la Universidad Centroamericana *"José Simeón Cañas"*, de diciembre 2005 a junio 2006.
- ❖ Expositor invitado al *"Encuentro Latinoamericano de Iniciativas Antimilitaristas"*, Universidad de Buenaventura, Medellín, Colombia, del 23 al 26 de agosto de 2006.

Referencias

- ❖ Señor Benjamín Cuellar, Director del Instituto de Derechos Humanos de la Universidad Centroamericana *"José Simeón Cañas"* (IDHUCA); números telefónicos: 2210-6600 Ext. 411 ó 412 ó 7850-0302.
- ❖ Licda. Astrid María Valencia, Directora Ejecutiva del Grupo de Monitoreo Independiente (GMIES); números telefónicos: 2260-2550 ó 7707-3068.
- ❖ Lic. Engel Ramos, Decano de Teología y Humanidades de la Universidad Luterana Salvadoreña; números telefónicos: 2217-7802 ó 7210-0572.

Patrick C. Neyts

OTHER INFORMATION

- Belgian National
- Member of the board or advisory board of several international and regional non profit and non government organisations in the area of environment, labour rights, human rights and development

WORK HISTORY

- VECTRA International – Senior Advisor
- Ergon – Associate
- Phylmar – Client Advisor

- **TIMBERLAND** – VP of CSR

Position summary:

- Executive and strategic management of all Corporate Social Responsibility
- Advisor to the Chief Executive Officer

- **LEVI STRAUSS & CO** - VP Worldwide Codes of Conduct

Position summary:

- Executive and strategic management of all Environment, Health & Safety, Product Safety and Code of Conduct/Social Development areas (Corporate Social Responsibility)
- Represents the company as a board member of several multi-stakeholder organizations

- **LEVI STRAUSS EUROPE, MIDDLE EAST AND AFRICA** - Head of Environment, Health & Safety/Code of Conduct.

Position summary:

- Operational and strategic management of all Environment, Health & Safety (EHS) and Code of Conduct/Social Development areas
- Provide input to the company's business strategy with regard to the EHS and Code of Conduct/Social Development aspects
- Provide strategic direction to the global organization of the company on EHS and sourcing guidelines
- Board member of the Red Tab Foundation, Levi Strauss Foundation, Ethical Trading Initiative and Asian Women Anti-trafficking network

- **INSTITUTE FOR INTERNATIONAL RESEARCH** - General Manager/Managing Director Benelux

Position summary:

- General management of two legal entities providing consultancy and services in the areas of Technology Transfer
- Full bottom-line and legal accountability

- **G.D. SEARLE & CO** - Head of Public Affairs & Environment (Health & Safety)

Position summary:

- Operational management of Public Affairs at the EU institutions
- Operational management of Environment (including Health & Safety) matters on policy and procedure
- Company spokesperson
- Key member of the crisis management team
- Company liaison with community and civil society groups

- **CONTINENTAL PHARMA INC.** - CPI technical specialist

Position summary:

- Project Manager of Technology Transfer projects in and between countries
- Key member on the technical aspects of NDA submissions
- Responsible for upgrading existing processes of bulk pharmaceutical components

KEY AREAS OF EXPERTISE

- Human rights issues within the supply chain and retail environment
- Dispute resolution
- Crisis management and disaster recovery
- Social auditing
- Stakeholder engagement (AA1000 SES (draft))
- Liaison/facilitation with government/Civil Society organizations and Media
- Critical analysis and peer review of EHS and SR projects, strategies and reports
- Ethical management guidance and governance
- Strategic Study & Planning in EHS and SR
- Product stewardship and recall management
- Project Management in EHS and SR
- Training development, providing internal/external training, coaching
- Management Systems (ISO 9000/14000 series, OSHAS 18000, SA 8000)/GMP

SAMPLE PROJECTS 2007-2008

- Set up of dispute resolution structure for Multi stakeholder organization
- Peer review of NGO transparency research and advice to supra national org.
- Dispute resolution (14 cases in last 2 years)
- CSR report for American based consumer goods multi national
- Set up of Code of Conduct monitoring process for multi national retailer
- SR indicator project and set up of data management system
- Strategic advice to multi national of Human rights integration into operations
- Management infrastructure and systems analysis on product stewardship for a Fortune 100 company
- Outsourced management of CSR and sustainability of a Fortune 100 company
- CSR strategy, infrastructure and implementation for a UK high-end brand
- Co-chair of the GRI sector supplement working group on Apparel and Footwear
- Design of innovative business model of “business in the community” for American retailer and implementation in the UK
- Project management on Industry CSR round table
- Social auditing training for American based multi national
- Supplier capacity building and training project in Asia
- Working hours analysis and capability training module for multi stakeholder org.
- “Managing change in supply chains” workshop for the Ethical Trading Initiative in the UK
- “Implementing ILO conventions in supply chains” workshop at the AIG meeting
- CSR strategy and implementation for global premium brand electronics company
- Key tutor leader Ethical and CSR issues for UK based global college
- Factory capacity building project director for Global premium brand Retail company
- Feasibility study Supply Chain and CSR – Central Asia (UN organization)
- Analysis of CSR donor activities in Bangladesh for multi donor coordination group
- Training of CSR assessment within project finance for IFI
- 3 year strategic industrial sector plan on CSR and productivity within Bangladesh
- Social performance strategic project for industry reconversion – North Africa
- Project lead on eco industrial Park in Asia (2 yr project)
- Food processing Social multi-stakeholder compliance project in central Africa
- Due diligence IFI Far East
- Due diligence and monitoring report IFI Africa
- Dispute resolution American multi branded retailer – Central America (multi country)
- Living wage project design and implementation Vietnam – European retailer
- CSR strategy world large textile manufacturer – Africa
- Participatory productivity and social compliance projects in multi factory environment – China, Vietnam and India
- Program manager for Electronics Industry on Validated and Shared audits for supply chains
- Code of Conduct strategy and implementation advise – UK retailer (focus apparel)

APPENDIX C

COSTARS PROGRAM QUESTIONNAIRE

If your firm is awarded a Contract, does it agree to sell/provide the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the contract?
Please Answer: YES NO

CREA: Center for Reflection, Education and Action
Corporate or Legal Entity Name

Ruth A. Rosenbaum
Signature/Date

RUTH A. ROSENBAUM, EXECUTIVE DIRECTOR
Printed Name/Title

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the 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. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

CREA: Center for Reflection,

I, Executive Director [title] of Education and Action [name of Contractor] a Connecticut [place of incorporation] corporation or other legal entity, ("Contractor") located at 72 GREENFIELD ST, HARTFORD, CT [address], having a Social Security or Federal Identification Number of 06145-1900, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR Please see attached percent (____ %) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

Please see attached.
RA

[Use additional sheets if necessary]

The Department of General Services shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness: <u>Kathryn Wrinn</u> Signature/Date <u>KATHRYN WRINN</u> Printed Name/Title <u>Associate Director</u>	<u>CREA Center for Reflection, Education and Action</u> Corporate or Legal Entity's Name <u>Ruth A. Rosenbaum 1/31/09</u> Signature/Date <u>RUTH A. ROSENBAUM</u> Printed Name/Title <u>Executive Director</u>
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Center for Reflection, Education and Action, Inc.

January 31, 2009

RFP 4400003124 for Sweatfree Independent Monitoring

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

This is an addendum to the above certification to explain the allocation of work done within the US and the other listed countries and the work that will need to be done in other countries.

1. If the factory where the complaint is reported is within the US, then 100% of the work will be done within the US.
2. If the factory is not within the US but is within one of the countries listed, then 80% of the work will be done in the listed countries and 20% in the US.
3. If the factory is not within the US or one of the listed countries, then approximately 20% of the work will be done within the US. That work will include the coordination of the investigation, the finalization of the report and the submission of the report with any and all communications necessary.
4. No matter where the factory is located, all the administrative work for the investigation will be done in the US.

Respectfully submitted:

Ruth Rosenbaum, PhD
Executive Director



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Hartford, CT 06146-2507
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January 31, 2009

RFP 4400003124 for Sweatfree Independent Monitoring

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

This is an addendum to the above certification to explain the allocation of work done within the US and the other listed countries and the work that will need to be done in other countries.

1. If the factory where the complaint is reported is within the US, then 100% of the work will be done within the US.
2. If the factory is not within the US but is within one of the countries listed, then 80% of the work will be done in the listed countries and 20% in the US.
3. If the factory is not within the US or one of the listed countries, then approximately 20% of the work will be done within the US. That work will include the coordination of the investigation, the finalization of the report and the submission of the report with any and all communications necessary.
4. No matter where the factory is located, all the administrative work for the investigation will be done in the US.

Respectfully submitted:

Ruth Rosenbaum, PhD
Executive Director

RFP - Sweatfree

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.

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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; for 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

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TO
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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.