

REQUEST FOR QUOTATIONS FOR SERVICES FROM THE
CREATIVE ADVERTISING AND AUDIO VISUAL – INTERACTIVE PRODUCTION SERVICES ITQ
CONTRACT # 4400008677

**DEVELOPMENT AND EXECUTION OF A COMPREHENSIVE, TARGETED, CREATIVE AND
BRAND-ALIGNED PUBLIC RELATIONS PROGRAMS USING A VARIETY OF CHANNELS
AND LEVERAGING DCED ADVERTISING AND MARKETING INITIATIVES**

**DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
ECONOMIC DEVELOPMENT MARKETING, TOURISM AND FILM OFFICE**

RFQ # 6100024705

DATE OF ISSUANCE

02/22/2013

This is a restricted solicitation under the Commonwealth's Creative Advertising and Audio Visual – Interactive Production Services, Invitation to Qualify (ITQ) - Contract #4400008677. Only those contractors qualified in the following service category(s) under Contract #4400008677 may submit a proposal in response to this RFQ.

- Public Relations Service Category

For more information about the Creative Advertising and Audio Visual – Interactive Production Services ITQ, please click on the following link.

http://www.portal.state.pa.us/portal/server.pt/community/invitation_to_qualify/4641/wher_to_start/495422

REQUEST FOR QUOTATIONS

FOR

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CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit Questions via email to: ikhachatur@pa.gov.	Contractors	3/8/2013
Answers to Potential Contractor questions posted to [http://www.dgsweb.state.pa.us/RTA/Search.aspx] no later than this date.	Issuing Office	03/12/2013
Please monitor the DGS website for all communications regarding the RFQ.	Contractors	
Sealed proposal must be received no later than 5:00 p.m. by the Issuing Office at: Office of Chief Counsel Department of Community and Economic Development Commonwealth Keystone Building, 4 th Floor 400 North Street Harrisburg, PA 17120-0225 Attention: Irina Khachaturova	Contractors	4/9/2013

PART I

GENERAL INFORMATION

I-1. Purpose

This Request for Quotes ("RFQ") provides sufficient information to qualified Contractors to enable them to prepare and submit proposals for the AGENCY ("Department of Community and Economic Development"), consideration on behalf of the Commonwealth of Pennsylvania ("Commonwealth") to satisfy a need for the development and execution of a comprehensive, targeted, creative and brand-aligned public relations programs using a variety of channels and leveraging DCED advertising and marketing initiatives ("Project").

I-2. Issuing Office

The AGENCY has issued this RFQ on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFQ shall be Irina Khachaturova, Office of Chief Counsel, Commonwealth Keystone Building, 4th Floor, 400 North Street, Harrisburg, PA 17120-0225, ikhachatur@pa.gov, the Issuing Officer for this RFQ. Please refer all inquiries to the Issuing Officer.

I-3. Scope

This RFQ 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 Contractors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFQ.

I-4. Problem Statement

The AGENCY is seeking a qualified contractor to serve as the public relations representative to develop and implement: 1) a fully integrated travel marketing and promotional campaign that will influence travelers to visit Pennsylvania and generate inquiries to the website; 2) a media relations campaign to educate travel writers/journalists about Pennsylvania and promote travel and tourism to Pennsylvania and within Pennsylvania; 3) a business development marketing campaign to increase, among business leaders, the positive perception of Pennsylvania as a desirable place to do business and generate new business development leads. The current statewide public relations contract will expire June 30, 2013 and the AGENCY is seeking a qualified contractor and partner to develop and execute a comprehensive, targeted, creative and brand-aligned public relations programs using a variety of channels and leveraging DCED's advertising and marketing initiatives. Over the past eight years, Pennsylvania has established a successful public relations campaign that has established a great foundation to build upon. Additional detail is provided in **Part IV** of this RFQ

I-5. Preproposal Conference.

There will be no preproposal conference for this RFQ. If there are any questions, please forward them to the Issuing Officer in accordance with Section I-6.

I-6. Questions and Answers

If a Contractor has any questions regarding this RFQ, the Contractor must submit the questions by email (with the subject line "**Consulting Services ITQ RFQ DCED2013-001 Question**") to the Issuing Officer. If the Contractor has questions, they must be submitted via email no later than the date and time specified in the Calendar of Events. The Contractor shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the DGS website.

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

deadline date for receipt of questions indicated on the Calendar of Events, the answer will be provided to all Contractors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFQ. Each Contractor shall be responsible to monitor the DGS website for new or revised RFQ 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 RFQ or formally issued as an addendum by the Issuing Office.

I-7. Addenda to RFQ

If the Issuing Office deems it necessary to revise any part of this RFQ before the proposal response date, the Issuing Office will post an addendum to the DGS website. Answers to the questions asked during the Questions & Answers period also will be posted to the DGS website as an addendum to the RFQ.

I-8. Electronic Version of RFQ

This RFQ is being made available by electronic means. The Contractor acknowledges and accepts full responsibility to insure that no changes are made to the RFQ. In the event of a conflict between a version of the RFQ in the Contractor's possession and the Issuing Office's version of the RFQ, the Issuing Office's version shall govern.

I-9. Response Date

To be considered, proposals must arrive at the Issuing Office on or before the time and date specified in the RFQ Calendar of Events. Contractors who mail proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Issuing Office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission shall be automatically extended until the next Commonwealth business day on which the office is open, unless the Contractors are otherwise notified by the Commonwealth. The time for submission of proposals shall remain the same. Late proposals shall not be considered.

I-10. Incurring Costs

The Issuing Office is not liable for any costs the Contractor incurs in preparation and submission of its proposal, in participating in the RFQ process or in anticipation of receipt of the purchase order.

I-11. Economy Of Preparation

Contractors should prepare proposals simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFQ. Proposals should not exceed **25 pages** in length.

I-12. Small Diverse Business Information

The Issuing Office encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Small Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bsbo@pa.gov
Website: www.dgs.state.pa.us

The Department's directory of BSBO-verified minority, women, veteran and service disabled veteran-owned businesses can be accessed from: [Searching for Small Diverse Businesses](#).

I-13. Proposals

To be considered, Contractors must submit a complete proposal to this RFQ, using the format provided in PART II, providing **ten(10) paper copies of the Technical Submittal and two (2) paper copies of the Cost Submittal and two (2) paper copies of the Disadvantaged Business Submittal**. In addition to the paper copies of the proposal, Contractors shall submit **two (2) 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 Contractors may not lock or protect any cells or tabs. Contractors should ensure that there is no costing information in the technical submittal. Contractors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Contractor and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Contractor shall make no other distribution of its proposal to any other Contractor or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Contractor to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix A** to this RFQ) and the Proposal Cover Sheet is attached to the Contractor's proposal, the requirement will be met. For this RFQ, the proposal must remain valid for one hundred and twenty (120) days or until a purchase order is executed. If the Issuing Office selects the Contractor's proposal as the best value, the contents of the selected Contractor's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Contractor submitting a proposal specifically waives any right to withdraw or modify it, except that the Contractor 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. A Contractor 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. A Contractor 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 RFQ requirements.

I-14. Alternate Proposals.

The Issuing Office has identified the basic approach to meeting its requirements, allowing Contractors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-15. 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 Contractors' submissions in order to evaluate proposals submitted in response to this RFQ. Accordingly,

except as provided herein, Contractors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Contractor who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. 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.

- 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 Contractor 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. After the issuance of a purchase order pursuant to this RFQ, 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. 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 (See **Appendix D, Trade Secret/Confidential Proprietary Information Notice**). Financial capability information submitted in response to Part II, Section II-8 of this RFQ is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-16. Contractor's Representations and Authorizations

By submitting its proposal, each Contractor understands, represents, and acknowledges that:

- a. All of the Contractor's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in making a best value selection. 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 Contractor has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Contractor or potential Contractor.
- c. The Contractor 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 a Contractor or potential Contractor for this RFQ, and the Contractor shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFQ.
- d. The Contractor 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 Contractor 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 Contractor, the Contractor, 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 Contractor has disclosed in its proposal.

- g. To the best of the knowledge of the person signing the proposal for the Contractor and except as the Contractor has otherwise disclosed in its proposal, the Contractor 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 Contractor that is owed to the Commonwealth.
- h. The Contractor is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Contractor cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Contractor 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 Contractor, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Contractor's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Until the selected Contractor receives a fully executed purchase order from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Contractor shall not begin to perform work, for the Project.

I-17. Restriction Of Contact

From the issue date of this RFQ until the Issuing Office selects a proposal as the best value, the Issuing Officer is the sole point of contact concerning this RFQ. Any violation of this condition may be cause for the Issuing Office to reject the offending Contractor's proposal. If the Issuing Office later discovers that the Contractor has engaged in any violations of this condition, the Issuing Office may reject the offending Contractor's proposal or rescind its purchase order. Contractors must agree not to distribute any part of their proposals beyond the Issuing Office. A Contractor who shares information contained in its proposal with other Commonwealth personnel and/or competing Contractor personnel may be disqualified.

I-18. Prime Contractor Responsibilities

The selected Contractor will be required to assume responsibility for all services offered in the proposal whether it produces them itself or by subcontract. The Issuing Office and Project Manager will consider the selected Contractor to be the sole point of contact with regard to contractual and purchase order matters.

I-19. Resources

Contractors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this Section I-19.

I-20. Rejection Of Proposals

The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received in response to this RFQ, or to negotiate separately with competing Contractors.

I-21. Discussions for Clarification

Contractors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and contractor responsiveness to the RFQ requirements. The Issuing Office will initiate requests for clarification.

I-22. Best and Final Offer (BAFO)

- a. While not required, the Issuing Office reserves the right to conduct discussions with Contractors for the purpose of obtaining "Best and Final Offers." To obtain Best and Final Offers from Contractors, the Issuing Office may do one or more of the following, in combination and in any order:
 1. Schedule oral presentations;
 2. Request revised proposals;
 3. Conduct a reverse online auction; and
 4. Enter into pre-selection negotiations.
- b. The following Contractors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
 1. Those Contractors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 2. Those Contractors, which the Issuing Office has determined in accordance with **Part III, Section III-4**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the Project.
 3. Those Contractors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the Best and Final Offers process to those remaining responsible Contractors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.
- c. Evaluation Criteria found in **Part III, Section III-3**, shall also be used to evaluate the Best and Final Offers.
- d. Price reductions offered through any reverse online auction shall have no effect upon the Contractor's Technical Submittal. Dollar commitments to Small Diverse Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

I-23. Notification of Selection

The Issuing Office will notify the selected Contractor in writing of its selection as the best value contractor 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-24. Purchase Order

The successful Contractor will be issued a purchase order with reference to Creative Advertising and Audio Visual – Interactive Production Services ITQ Contract 4400008677. The term of the purchase order will commence on the Effective Date and will end on June 30, 2014; however, the AGENCY retains the option to renew the contract for up to two additional years. No work may begin or be reimbursed prior to the date of issuance of the purchase order. The selected Contractor will be paid after submitting invoices, provided it is in accordance with the work plan and approved by the Commonwealth Project Manager. Final payment will not be made until all Project work has been successfully completed.

I-25. Debriefing Conferences

Contractors whose proposals are not selected will be notified of the name of the selected contractor 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 contractor with other contractors, other than the position of the Contractor's proposal in relation to all other contractor proposals.

I-26. News Releases

Contractors 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-27. Terms and Conditions

The requirements and terms and conditions of Creative Advertising and Audio Visual – Interactive Production Services ITQ #4400008677 shall govern all work conducted as a result of this RFQ.

PART II
PROPOSAL REQUIREMENTS

II-1. General Requirements

Contractors 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 RFQ. Contractors 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 Small Diverse 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 RFQ **Part II, Sections II-1 through II-8;**
- b. Small Diverse Business Submittal, in response to RFQ **Part II, Section II-10;** and
- c. Cost Submittal, in response to RFQ **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 Contractor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFQ.

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

II-2. Statement of the Problem

State in succinct terms your understanding of the problem presented or the service required by this RFQ.

II-3. 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-4. Work Plan

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

II-5. Prior Experience

Include public relations experience in Pennsylvania tourism and economic development, specifically demonstrating experience working at the state level. 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-6. 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 employee's education and public relations experience in Pennsylvania tourism and economic development, specifically demonstrating experience working at the state level. 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.

Resumes are not to include personal information that will, or will be likely to, require redaction prior to release of the proposal under the Right to Know Law. This includes home addresses and phone numbers, Social Security Numbers, Drivers' License numbers or numbers from state ID cards issued in lieu of a Drivers' License, financial account numbers, etc. If the Commonwealth requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

II-7. Training

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

II-8. Financial Capability

Describe your company's financial stability and economic capability to perform the Project requirements. Provide your company's financial statements for the past three (3) fiscal years. If your company is a publicly traded company, please provide a link to your financial records on your company website; otherwise, provide three (3) years of your company's financial documents such as audited financial statements or recent tax returns. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report if available.

II-9. 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.

- a. Describe how you anticipate such a crisis will impact your operations.
- b. 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:
 - i) Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
 - ii) Identified essential business functions and key employees (within your organization) necessary to carry them out
 - iii) 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.
 - iv) 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.
 - v) How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

II-10. Small Diverse Business Participation Submittal.

- A. To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), a Contractor must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated below:

A Small Diverse Business verified by BSBO as a Small Diverse Business must provide a photocopy of their verification letter.

- B. In addition to the above verification letter, the Contractor must include in the Small Diverse Business participation submittal of the proposal the following information:
1. **All** Contractors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Contractor and not by subcontractors and suppliers.
 2. **All** Contractors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Contractor commits to paying to Small Diverse Businesses (SDBs) as subcontractors. To support its total percentage SDB subcontractor commitment, Contractor must also include:
 - a) The percentage and dollar amount of each subcontract commitment to a Small Diverse Business;
 - b) The name of each Small Diverse Business. The Contractor will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.
 - c) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.
 - d) The location where each Small Diverse Business will perform services.
 - e) The timeframe for each Small Diverse Business to provide or deliver the goods or services.
 - f) A signed subcontract or letter of intent for each Small Diverse Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Diverse Business will perform and how the work, goods or services relates to the project.
 - g) The name, address and telephone number of the primary contact person for each Small Diverse Business.
 3. The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.
 4. The name and telephone number of the Contractor's project (contact) person for the Small Diverse Business information.
- C. The Contractor is required to submit **two** copies of its Small Diverse Business participation submittal. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.
- D. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
- E. A Contractor that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Contractors.

II-11. Cost Submittal

The information requested in this Section II-11 and **Appendix C** (Cost Matrix – to be developed by the Agency) shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal and kept separate from the technical submittal. The total cost you are proposing must be broken down into the components listed below. The Department will initially fund the contract with an annual budget of \$4,000,000 (\$500,000 for tourism activities and \$3,500,000 for economic development). No additional dollars are available beyond the amount specified in the RFQ to perform the necessary tasks. Contractors, including subcontractors, are responsible for all costs associated with the transitioning of assets, databases, etc.

- a. Direct Labor Costs (Fee). Itemize to show the following for each category of personnel with a different hourly rate:
 - i) Category (e.g., partner, project manager, analyst, senior auditor, research associate)
 - ii) Estimated hours
 - iii) Rate per hour
 - iv) Total cost for each category and for all direct labor costs

The fee will be paid on an all-inclusive monthly retainer basis and will include labor overhead, if applicable. For Tourism marketing and Economic Development marketing the total fee cannot exceed 90% of the available dollars.

- b. Labor Overhead. Specify what is included and rate used. This will be incorporated into the total monthly retainer.
- c. Travel and Subsistence. Itemize transportation, lodging and meals per diem costs separately. Travel and subsistence costs must conform with the requirements of the most current version of Commonwealth Management Directive 230.10, *Travel and Subsistence Allowances*. The Issuing Office may accept higher rates normally paid by a Contractor, if those rates were approved by the Contractor's officials and published prior to submitting this proposal to the Issuing Office.
- d. Consultant Costs. Itemize as in (a) above.
- e. Subcontract Costs. Itemize as in (a) above.
- f. Cost of Supplies and Materials. Itemize.
- g. Other Direct Costs. Itemize.
- h. General Overhead Costs. Overhead includes **two** major categories of cost, operations overhead and general and administrative overhead. Operations overhead includes costs that are not **100%** attributable to the service being completed, but are generally associated with the recurring management or support of the service. General and administrative overhead includes salaries, equipment and other costs related to headquarters management external to the service, but in support of the activity being completed. Specify what specific items are included and the rates used.
- i. Total Cost.

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

II-12. Domestic Workforce Utilization

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

PART III
CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements

To be eligible for selection, a proposal must be:

- a. Timely received from a Contractor; and
- b. Properly signed by the Contractor.

III-2. Technical Nonconforming Proposals

The two (2) Mandatory Responsiveness Requirements set forth in Part III-1 above (a-b) are the only RFQ requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in a Contractor's proposal, (2) allow the Contractor to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Contractor's proposal.

III-3. Evaluation Criteria

The following criteria will be used in evaluating each proposal.

- a. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFQ as **50 %** of the total points. Evaluation will be based upon the following:
 - i. **Soundness of Approach.** Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the service. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFQ and if it appears to meet the Department's objectives.
 - ii. **Understanding the Problem.** This refers to the Contractor's understanding of the Department's needs that generated the RFQ; the Department's objectives in asking for the services; and the nature and scope of the work involved.
 - iii. **Contractor Qualifications.** This refers to the ability of the contractor to meet the terms of the RFQ, especially the time constraints and the quality, relevancy, and recency of studies and projects completed by the Contractor. This also includes the Contractor's financial ability to undertake a project of this size.
 - iv. **Professional Personnel.** This refers to the competency of professional personnel who would be assigned to the job by the Contractor. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience with services similar to that described in the RFQ. Particular emphasis is placed on the qualifications of the project manager.
- b. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFQ as **30 %** of the total points.
- c. **Small Diverse Business Participation:**

BSBO has established the weight for the Small Diverse Business (SDB) participation criterion for this RFQ as **20 %** of the total points. Each SDB participation submittal will be rated for its approach to enhancing the utilization of SDBs in accordance with the below-listed priority ranking and subject to the following requirements:

1. A business submitting a proposal as a prime contractor must perform 60% of the total contract value to receive points for this criterion under any priority ranking.
2. To receive credit for an SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.
3. A significant commitment is a minimum of five percent (5%) of the total contract value.
4. A commitment less than five percent (5%) of the total contract value is considered nominal and will receive reduced or no additional SDB points depending on the priority ranking.

Priority Rank 1: Proposals submitted by SDBs as prime contractors will receive 150 points. In addition, SDB contractors that have significant subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Additional subcontracting commitments to SDBs are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Contractors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 2: Proposals submitted by SDBs as prime contractors, with no or nominal subcontracting commitments to additional SDBs, will receive 150 points.

Priority Rank 3: Proposals submitted by non-small diverse businesses as prime contractors, with significant subcontracting commitments to SDBs, will receive up to 100 points. Proposals submitted with nominal subcontracting commitments to SDBs will receive points equal to the percentage level of their total SDB subcontracting commitment.

SDB subcontracting commitments are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Contractors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 4: Proposals by non-small diverse businesses as prime contractors with no SDB subcontracting commitments shall receive no points under this criterion.

To the extent that there are multiple SDB Participation submittals in Priority Rank 1 and/or Priority Rank 3 that offer significant subcontracting commitments to SDBs, the proposal offering the highest total percentage SDB subcontracting commitment shall receive the highest score (or additional points) available in that Priority Rank category and the other proposal(s) in that category shall be scored in proportion to the highest total percentage SDB subcontracting commitment. Proportional scoring is determined by applying the following formula:

$$\frac{\text{SDB \% Being Scored}}{\text{Highest \% SDB Commitment}} \times \frac{\text{Points/Additional}}{\text{Points Available}^*} = \frac{\text{Awarded/Additional}}{\text{SDB Points}}$$

Priority Rank 1 = 50 Additional Points Available

Priority Rank 3 = 100 Total Points Available

Please refer to the following webpage for an illustrative chart which shows SDB scoring based on a hypothetical situation in which the Commonwealth receives proposals for each Priority Rank:
http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/2012

- d. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFQ. The maximum bonus points for this criterion is **3%** of the total points for this RFQ. 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 Contractors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. Contractors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-4. Contractor Responsibility

To be responsible, a Contractor must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the Project.

In order for a Contractor to be considered responsible for this RFQ and therefore eligible for selection for Best and Final Offers or selection as the best value contractor:

- a. The total score for the technical submittal of the Contractor's proposal must be greater than or equal to **70% of the available technical points.**
- b. The Contractor's financial information must demonstrate that the Contractor possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Contractor's previous three financial statements, any additional information received from the Contractor, and any other publicly-available financial information concerning the Contractor, and assess each Contractor's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

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

III-5. Evaluation

The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BSBO will evaluate the Small Diverse Business Submittal and provide the Issuing Office with a rating for this component of each proposal. After taking into consideration all of the evaluation factors, the Issuing Office will determine which proposal offers the best value to the Commonwealth. The Issuing Office will notify in writing the responsible Contractor selected as the best value contractor.

PART IV
WORK STATEMENT

IV-1. Objectives.

The Department is seeking a qualified contractor to serve as the public relations representative to develop and implement:

- A fully integrated travel marketing and promotional campaign that will influence travelers to visit Pennsylvania and generate inquiries to the website;
- A media relations campaign to educate travel writers/journalists about Pennsylvania and promote travel and tourism to Pennsylvania and within Pennsylvania; and
- A business development marketing campaign to increase, among business leaders, the positive perception of Pennsylvania as a desirable place to do business and generate new business development leads.

The current statewide public relations contract will expire June 30, 2013 and the Department is seeking a qualified contractor and partner to develop and execute a comprehensive, targeted and creative and brand-aligned public relations programs using a variety of channels and leveraging the Department's advertising and marketing initiatives. Over the past eight years, Pennsylvania has established a successful public relations campaign that has established a great foundation to build upon.

Tourism Marketing Objectives

- Increase overnight stays, spending and visitation.
- Shift and broaden perception of Pennsylvania as a travel destination both nationally and internationally.
- Leverage industry resources and statewide partnerships to create larger impact and help get our message out.

Economic Development Marketing Objectives

- Raise brand awareness and recognition of Pennsylvania as a desirable business location both nationally and internationally.
- Develop a strategy that will assist in developing new business development leads in targeted industry sectors, in-state, nationally and internationally.
- Develop and produce collateral materials that integrate effectively with the strategy by working with the Department's Economic Development Marketing staff.

IV-2. Nature and Scope of the Project.

The Department is seeking one contractor that has the qualifications and skills to implement and build upon the existing tourism and economic development public relation strategies currently in place to promote and position Pennsylvania as a top tourism destination and place to do business. The scope of this RFQ only includes advertising services (traditional and online media), a tourism media relations campaign, and a business development marketing campaign.

The selected contractor will be responsible for implementing the necessary tasks as outlined in section IV-4.

IV-3. Requirements.

The contract will cover the period July 1, 2013 through June 30, 2014 with the option to renew the contract for up to two additional years. Therefore, it is imperative that each contractor demonstrate its experience and qualifications to implement the tasks outlined in this RFQ. Contractors must have public relations experience in Pennsylvania tourism and economic development, specifically demonstrating experience working at the state level.

The contractor's proposal must indicate the competence of the personnel whom the contractor intends to assign to the project, including experience and education; with particular reference to experience on projects similar to that described in this RFQ and qualifications of the contractor's Project Manager and the Project Manager's dedicated management time, as well as that of other key personnel working on this project.

Contractors, including subcontractors, are responsible for all costs associated with the transitioning of assets, databases, etc.

IV-4. Tasks.

The tasks listed below are meant as a guideline only. Contractors should customize with creative, strategic recommendations based on their market experience.

Tourism

To maintain its competitive edge, the Department's Pennsylvania Tourism Office is in need of a public relations firm that will aggressively continue to generate the best PA stories by raising our profile with advertisements, editorial coverage and media attention. The contractor will perform the following tasks:

Strategic Consulting and Planning

- Develop a strategic communications/public relations plan targeting consumer media that is appropriate for the Pennsylvania brand.
- Develop public relation strategies for new media (i.e. social media) and reaching niche audiences (i.e. wine and food, history and heritage, etc.).
- Generate "big" or "out-of-the-box" ideas that would support Pennsylvania's brand and publicity efforts.
- Assist with ongoing press kit development, including ideas for themed releases.
- Assist with crisis communications/issues management support as needed.

Media Relations and Events

- Proactively develop and pitch Pennsylvania story ideas that reinforce the Pennsylvania brand on an ongoing basis, via meetings (telephone calls and desk side meetings) with media, news and feature releases, promotions, events familiarization tours, etc.
- Actively assist journalists with story development and generate maximum placement of positive, balanced Pennsylvania stories that ideally cover multiple regions/destinations.
- Generate qualified media leads for Pennsylvania travel industry.

- Secure optimum number of top quality travel consumer media for proposed media events in targeted markets.
- Assist the Pennsylvania Tourism Office with coordinating itineraries as appropriate and follow up with media to ensure that they have all the information needed for their stories and to collect clips as published.

Advertising Strategy

- Continue to build upon the existing advertising strategy to communicate the roadtrip experience and the PA stories.
- Creatively use our storytelling platform to engage a broad audience in unique ways to spark consumers' imagination with Pennsylvania stories and adventures then draw them in with social media tools and get them into the storytelling game.
- Develop a paid media plan that is cost efficient, highly targeted, measurable, and consistent in order to maintain awareness and web traffic, contextually relevant to our creative campaigns, and cooperative to foster partnership with regional and local travel and tourism marketers.
- Between campaign efforts, sustain Pennsylvania's brand awareness on a four-season basis by utilizing strategic search engine campaigns in addition to social media efforts.

Industry Integration and Leadership

- Work with the Department's interactive/publications agency (Miles Media Group) offering creative public relation ideas to support seasonal advertising campaigns.
- When creating opportunities, agency should integrate as many state partners as possible such as Destination Marketing Organizations (DMOs), hotels, attractions, etc.

Tracking/Reporting

- Develop and maintain ongoing electronic media database on behalf of the Pennsylvania Tourism Office.
- Recommend and develop a "measures of success" for the Department's public relations program.
- Update and maintain a list of client contact information.
- Development a monthly social media report.

Economic Development and Film

To ensure that Pennsylvania retains its status as a hot topic in the conversations driving corporate location selections, the Department's Economic Development Marketing Office is in need of a public relations firm that will aggressively continue to generate the best PA stories by raising our profile with editorial coverage and media attention. The contractor will perform the following tasks:

Strategic Consulting and Planning

- Develop a strategic communications/public relations plan targeting business and trade media that is appropriate for the Pennsylvania brand.
- Develop public relation strategies for new media (i.e. social media) and reaching niche audiences (i.e. location advisors and site selectors, targeted business sectors etc.).

- Generate “big” or “out-of-the-box” ideas that would support Pennsylvania’s brand and publicity efforts.
- Assist with crisis communications/issues management support as needed.

Media Relations and Events

- Proactively develop and pitch Pennsylvania story ideas that reinforce the Pennsylvania brand on an ongoing basis, via meetings (press tours and special events) with media and trade media and site selectors and corporate location professionals.
- Actively assist journalists with story development and generate maximum placement of positive, balanced Pennsylvania stories that ideally cover multiple targeted business sectors.
- Generate qualified media leads within the site selector and national business media.
- Secure optimum number of top quality business media for media tours in targeted markets.
- Assist the Economic Development Marketing Office with coordinating itineraries for press tours as appropriate and follow up with media to ensure that they have all the information needed for their stories and to collect clips as published.
- Develop and execute a public affairs and media campaign to promote Pennsylvania’s Film Tax Credit.

Advertising Strategy

- Raise brand awareness and recognition of Pennsylvania as a highly desirable business location both nationally and internationally and to create measurable outcomes.
- Creatively use newPA.com to engage a broad audience by telling the unique stories of success that has marked the experiences of those who have worked well with the Department to grow and expand their business or improve their community.
- Develop a paid media plan that is cost efficient, highly targeted, measurable, and consistent in order to maintain awareness and web traffic, contextually relevant to our creative campaigns, and cooperative to foster continued use and interaction by site location professionals and business media.
- Between campaign efforts, sustain Pennsylvania’s brand awareness on a routine basis by utilizing adopted messaging in publications, events and other marketing vehicles.

Industry Integration and Leadership

- Work with the Department to offer creative public relations ideas to support business retention and expansion campaigns.
- When creating opportunities, agency should integrate as many state partners as possible such as local and regional economic development organizations, utilities, life sciences greenhouses etc.
- Work with the Department to offer creative public relations ideas to support Pennsylvania as the ideal movie-making location.

Tracking/Reporting

- Develop and maintain ongoing electronic media database on behalf of the Department's Economic Development Marketing Office.
- Recommend and develop a "measures of success" for the Department's web site, newPA.com and FilminPA.com.
- Update and maintain a list of tradeshow and marketing contacts.
- Development a monthly social media report.

IV-5. Reports and Project Control.

The selected contractor will carry out the activities under the direction and control of the Pennsylvania Tourism Office's designated Contract Manager and the Economic Development Marketing Office's designated Contract Manager. The Contract Manager will meet with the contractor's project manager for the purposes of reviewing progress and providing necessary guidance to the contractor in the development and implementation of marketing activities and resolving problems that may arise.

The contractor will submit weekly progress reports which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated which should be brought to the attention of the Contract Manager and notification of any significant deviation from previously agreed upon work plans.

The contractor will be responsible for assisting the Contract Manager in the development of an annual report of accomplishments as well as a strategic communications plan. These reports will describe data collection and analytical analysis used; summary of findings, conclusions and recommendations; and timeframe for implementing recommendations.

IV-6. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Small Diverse Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BSBO. All contracts containing Small Diverse Business participation must include a provision requiring Small Diverse Business subcontractors to perform at least **50%** of the subcontracted work.

The selected contractor's commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BSBO, 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 Small Diverse Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BSBO 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 Diverse Business subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Small Diverse Business participation 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 SMALL DIVERSE BUSINESS STATUS OR ENTITLE A CONTRACTOR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

**CREATIVE ADVERTISING AND AUSTIO VISUAL – INTERACTIVE PRODUCTION SERVICES ITQ
CONTRACT #4400008677**

REQUEST FOR QUOTES APPENDIX A

**PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA**

**Department of General Services, Commonwealth Media Services
RFQ # DCED2013-001**

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

Contractor Information:	
Contractor Name	
Contractor Mailing Address	
Contractor Website	
Contractor Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Contractor Federal ID Number	
Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Small Diverse Business Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Contractor to the provisions contained in the Contractor's proposal:	
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 Contractors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, Contractors 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 Contractor 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, Chinese Taipei, 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 **[or other purchasing agency]** 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
TRADE SECRET/CONFIDENTIAL
PROPRIETARY INFORMATION NOTICE

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, grant application, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date