

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: SWEATFREE MONITORING SERVICES

CONTRACT NO.: RS901010

EFFECTIVE DATES: 05/01/10 to 01/31/12

The Department of Administrative Services has agreed to participate in a multi-state contract. The Commonwealth of Pennsylvania is the lead state and their Master Contract Number is RFP4400003124. The state of Ohio has accepted prices as a result of Bid Number RFP4400003124, that opened on February 4, 2009, which resulted in Pennsylvania Contract No. 4400005735. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response, including, Instructions, Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Requirements Contract may be directed to:

Carol Clingman
carol.clingman@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

* Change to new Index Number designation, Group Purchasing Contract (GPC).

STATE OF OHIO
PARTICIPATING CONTRACT
FOR

SWEATFREE MONITORING SERVICES

MASTER CONTRACT NUMBER #: 440003124 RFP

AS ISSUED BY THE COMMONWEALTH OF PENNSYLVANIA CAN BE FOUND AT:

<http://www.emarketplace.state.pa.us/BidContracts.aspx>

SEARCH FOR:

CONTRACT #: 4400005735

STATE OF OHIO CONTRACT # RS901010

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

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.

STATE OF OHIO PARTICIPATING CONTRACT
OHIO CONTRACT RS901010-1
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 January 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 Ohio Contract Number RS901010-1 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

* Clarify the contract expiration date.

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.

REQUEST FOR PROPOSALS FOR SWEATFREE MONITORING SERVICES

As the lead state, the Commonwealth of Pennsylvania's Solicitation #: 4400003124 RFP is available at the following website: <http://www.emarketplace.state.pa.us/GeneralEdit.aspx?SID=4400003124%20RFP>. Portions of Solicitation #: 4400003124 follows:

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 seeks to establish a multiple award ITQ which will allow the Commonwealth to engage the services for independent monitoring for specific sweatfree monitoring projects. A more specific description of the required services is located in the Work Statement - Part IV of this RFP. 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.

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.

PART 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).

PART 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.

PART 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.

PART 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.

PART 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.
- b. 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.
- c. 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.

COUNTRY AVAILABILITY

| Region | Country |
|--------|--------------------------|
| 1 | Bermuda |
| 1 | Canada |
| 1 | Dominican Republic |
| 1 | Haiti |
| 1 | Mexico |
| 1 | Puerto Rico |
| 1 | United States of America |
| 1 | Virgin Island |
| 2 | Argentina |
| 2 | Belize |
| 2 | Bolivia |
| 2 | Brazil |
| 2 | Chile |
| 2 | Colombia |
| 2 | Costa Rica |
| 2 | Ecuador |
| 2 | El Salvador |
| 2 | Guatemala |
| 2 | Honduras |
| 2 | Jamaica |
| 2 | Nicaragua |
| 2 | Panama |
| 2 | Paraguay |
| 2 | Peru |
| 2 | Trinidad and Tobago |
| 2 | Uruguay |
| 2 | Venezuela |
| 3 | Austria |
| 3 | Belgium |
| 3 | Bosnia |
| 3 | Britain |
| 3 | Bulgaria |
| 3 | Denmark |
| 3 | Finland |

| Region | Country |
|--------|----------------------|
| 3 | France |
| 3 | Germany |
| 3 | Greece |
| 3 | Hungary |
| 3 | Ireland |
| 3 | Italy |
| 3 | Norway |
| 3 | Poland |
| 3 | Portugal |
| 3 | Romania |
| 3 | Russian Federation |
| 3 | Scotland |
| 3 | Spain |
| 3 | Sweden |
| 3 | Switzerland |
| 3 | United Kingdom |
| 4 | Bangladesh |
| 4 | Egypt |
| 4 | India |
| 4 | Israel |
| 4 | Jordan |
| 4 | Lebanon |
| 4 | Pakistan |
| 4 | Palestine |
| 4 | Qatar |
| 4 | Saudi Arabia |
| 4 | Sri Lanka |
| 4 | Syria |
| 4 | Turkey |
| 4 | United Arab Emirates |
| 4 | Uzbekistan |
| 5 | Botswana |
| 5 | Cameroon |
| 5 | Cape Verde |

| Region | Country |
|--------|---------------|
| 5 | Cote D'Ivoire |
| 5 | Ethiopia |
| 5 | Ghana |
| 5 | Kenya |
| 5 | Lesotho |
| 5 | Liberia |
| 5 | Madagascar |
| 5 | Malawi |
| 5 | Mali |
| 5 | Mauritius |
| 5 | Nigeria |
| 5 | Senegal |
| 5 | Somalia |
| 5 | South Africa |
| 5 | Tanzania |
| 5 | Uganda |
| 5 | Zaire |
| 5 | Zambia |
| 5 | Zimbabwe |
| 6 | Australia |
| 6 | Cambodia |
| 6 | China |
| 6 | Fiji |
| 6 | Hong Kong |
| 6 | Indonesia |
| 6 | Japan |
| 6 | Laos |
| 6 | Malaysia |
| 6 | New Zealand |
| 6 | Philippines |
| 6 | Singapore |
| 6 | Taiwan |
| 6 | Thailand |
| 6 | Vietnam |

PRICE SCHEDULE

| | Regions 1, 4 & 5 | Region 2 | Regions 3& 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 |
| GENERAL OVERHEAD - Includes report emailed and hard copy report mailed to entity. | \$ 250.00 | \$ 250.00 | \$ 250.00 |
| Administration Sub-total | \$ 1,100.00 | \$ 1,100.00 | \$ 1,100.00 |
| ALLEGATION REVIEW - STAFFING | | | |
| DAY RATE | \$ 750.00 | \$ 650.00 | \$ 1,000.00 |
| HOURLY RATE | \$ 93.75 | \$ 81.25 | \$ 125.00 |
| 2 persons at day rate for 2 days. | \$ 3,000.00 | \$ 2,600.00 | \$ 4,000.00 |
| Translator - If necessary. Many factories have workers from many countries therefore additional translator may be necessary at day rate. | \$ 500.00 - \$750.00 | \$ 500.00 - \$750.00 | \$ 500.00 - \$750.00 |
| 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 |
| Food and Lodging for 2 persons including internet access. | | | |
| Local Transportation. | | | |
| Writing of preliminary report. | \$ 750.00 | \$ 650.00 | \$ 1,000.00 |
| Allegation Review Sub-Total | \$ 4,250.00 - 4,500.00 | \$ 3,750.00 - 4,000.00 | \$ 5,500.00 - 5,750.00 |
| EVIDENCE INVESTIGATION | | | |
| 2 persons at day rate for 2 - 3 days. | \$ 3,000.00 - \$4,500.00 | \$ 2,600.00 - 3,900.00 | \$ 4,000.00 - \$6,000.00 |
| Translator - If necessary. Many factories have workers from many countries therefore additional translator may be necessary at day rate. | \$ 500.00 - \$750.00 | \$ 500.00 - \$750.00 | \$ 500.00 - \$750.00 |
| 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 |
| Food and Lodging for 3 persons including internet access. | | | |
| Local Transportation. | | | |
| Evidence Investigation Sub-Total | \$ 3,500.00 - 5,250.00 | \$ 3,100.00 - 4,650.00 | \$ 4,500.00 - 6,750.00 |
| REPORTS AND ANALYSIS | | | |
| 2 persons at 2 days each. | \$ 3,000.00 | \$ 2,600.00 | \$ 4,000.00 |
| Translator - if necessary - 2 days | \$ 500.00 - \$750.00 | \$ 500.00 - \$750.00 | \$ 500.00 - \$750.00 |
| Printing of report | \$ 50.00 | \$ 50.00 | \$ 50.00 |
| Analysis and Report Writing Sub-Total | \$ 3,550.00 - 3,800.00 | \$ 3,150.00 - 2,800.00 | \$ 4,550.00 - 4,800.00 |
| ESTIMATED RANGE OF ESTIMATED TOTAL COSTS: (not including travel, lodging, etc.) | \$ 12,400.00 – \$14,650.00 | \$ 11,100- \$13,150.00 | \$ 15,650 – \$18,400.00 |
| NOTE ABOUT TRAVEL AND LODGING COSTS: | Wherever possible, the work will be done by Collaborative members as close to the investigation as possible. Because of the fluctuation of airline prices, it is impossible to estimate 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. | | |

PRICE SCHEDULE (Cont'd)

TITLE: SWEATFREE MONITORING SERVICES

RFP Number: RS901010

INDEX Number: GPC003

UNSPSC Number: 92121600

OAKS ITEM Number: 17894

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

Oaks Vendor #: 173425
Center for Reflection, Education and Action, Inc. (CREA)
P.O. Box 2507
Hartford, CT 06146-2507

CONTRACTOR'S CONTACT: Ruth Rosenbaum, PhD

BID CONTRACT NO.: RS901010-1 (01/31/12)

TERMS: Based on approved deliverables

Telephone: (860) 527-0455
Fax: (860) 216-1072
E-mail: ruth_rosenbaum@crea-inc.org

Company E-mail: crea-inc@crea-inc.org

Internet Address: www.crea-inc.org

SUMMARY OF AMENDMENTS

| Amendment Number | Revision Date | Description |
|-----------------------------|--------------------------|------------------------------|
| | 05/01/10 | Contract inception for Ohio. |