



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
Harrisburg, Pennsylvania 17125

October 30, 2006

Dear Vendors:

You are invited to submit a proposal in response to the attached Request For Proposals (RFP) for consideration by the Department of General Services for a contract. The purpose of this contract is to support and enhance the production and distribution of three key rulemaking publications: the Pennsylvania Code (Code); the Pennsylvania Code Reporter, the monthly looseleaf update service to the Code (Code Reporter); and the Pennsylvania Bulletin (Bulletin).

All proposals MUST be submitted as 1 ORIGINAL and 9 COPIES of the entire proposal, supplemented by an electronic version under I-6.

This information MUST be submitted to the Issuing Office, c/o Department of General Services, North Office Building, Harrisburg, PA 17125. Proposals MUST be received at the above address no later than **4:00 P.M. Eastern Time on November 30, 2006**. Late proposals will NOT be considered regardless of the reason.

All clarifying questions on the RFP prior to the bid opening must be directed in writing to the Project Officer, Mary Jane Phelps, Director of PA Code and PA Bulletin, 647 Main Capitol Building, Harrisburg, PA 17120-0033, telephone (717) 783-1530, fax (717) 787-6362, e-mail mphelps@palrb.us, no later than **4:00 P.M. Eastern Time on November 24, 2006**. All Vendors who received a copy of the RFP will be provided with written responses to all questions. Questions will remain anonymous.

We expect the evaluation of the proposals and award of a contract to be completed within 30 days after receipt of proposals. All Vendors submitting proposals will be notified by the Department on the outcome of the evaluation of their proposals.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS
FOR
PA CODE & BULLETIN
PUBLICATION MANAGEMENT

RFP NUMBER: CN00023519

RFP-PA CODE & BULLETIN

ISSUING OFFICE: DEPARTMENT OF GENERAL SERVICES

PROGRAM OFFICE: PA CODE & BULLETIN

PROJECT OFFICER: MARY JANE PHELPS (717) 783-1530

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PART I. GENERAL INFORMATION FOR THE VENDORS

I-1 PURPOSE

The Department is seeking proposals (as a single proposal) to accomplish both:

- a. Production and distribution of three key rulemaking publications: the Pennsylvania Code (Code); the Pennsylvania Code Reporter, the monthly looseleaf update service to the Code (Code Reporter); and the Pennsylvania Bulletin (Bulletin) in print version.
- b. Creation and maintenance of a World Wide Web site or sites, displaying the entire contents of the Code and the entire contents of the Bulletin from the January 6, 1996, issue to the most current issue during the term of the contract.

The Department plans to enter into a contract that will begin in a timely manner to permit the Contractor to prepare publications and World Wide Web sites needed for July 2007 and following and expire upon printing and distributing the last official Code supplement and the last Bulletin of June 2010. When the contract is approved by the Department and signed by the parties, the Contractor may commence work. The term of the contract may be extended three times, for separate one-year periods, upon consent of both parties.

I-2 DEFINITIONS

“Agency” or “State Agency.” An entity in the executive, judicial or legislative branch of Commonwealth government which by law has the authority to deposit documents for publication in the Bulletin.

“Bulletin.” The Pennsylvania Bulletin. The official gazette of the Commonwealth under the Commonwealth Documents Law.

“Bureau.” The Legislative Reference Bureau.

“Code.” The Pennsylvania Code. The publication roughly analogous to the Code of Federal Regulations under the Commonwealth Documents Law.

“Code Reporter.” The monthly update service of the Code drawn from the Bulletin.

“Commonwealth Documents Law.” 45 Pa.C.S. §§ 501 through 907 and 45 P.S. §§ 1101 through 1602.

“Complete Title Contents.” A published method prepared by the Contractor to verify every page in every volume. See Exhibit 16.

“Contract.” The document to be negotiated between the Department and the Vendor submitting the proposal receiving the highest evaluation. It will include the RFP and the Vendor's proposal.

“Contractor.” The entity to which the contract is awarded under this RFP.

“Current Contractor.” Fry Communications, 800 West Church Road, Mechanicsburg, PA 17055.

“Department.” The Department of General Services.

“Note of Decision.” A case note or an annotation from a judicial opinion, researched and prepared by the Contractor, required for important court decisions that interpret, construe or define the contents of the Code.

“RFP.” This document and its attachments.

“Standard Contract.” Terms and conditions for services appended to all Department contracts. See Section I-9.

“Subscriber.” A person who agrees to receive and pay for a periodical or service for a specified length of time.

“Vendor.” An entity that submits a proposal in response to this RFP.

I-3 SCOPE

This RFP contains instructions governing the proposals to be submitted and materials to be included therein, requirements which must be met to be eligible for consideration, description of the services to be provided, general evaluation criteria, other requirements to be met by each proposal, contract terms and conditions, and a contract signature page.

I-4 ISSUING OFFICE

This proposal is issued by the Department for the Bureau. The contact person for the Commonwealth for this proposal is Mary Jane Phelps, Director of PA Code and PA Bulletin, 647 Main Capitol Building, Harrisburg, PA 17120-0033. Telephone number is (717) 783-1530 and fax is (717) 787-6362. E-mail address is: mphelps@palrb.us.

I-5 CONTACT PERSON

From the issue date of the proposal until a determination is made regarding the selection of a proposal, contacts concerning this proposal must be made through the contact person.

I-6 PROPOSAL IDENTIFICATION

All proposals shall be submitted in a sealed envelope.

The proposal must be separated into three (3) parts, each separately sealed. Each separately sealed portion must be identified inside and out with the RFP number, proposal receipt date and time, and location. The three parts are:

- a. Technical portion. No cost information may appear in this portion.
- b. Cost Information.
- c. Disadvantaged Business submittal.

To expedite review of the technical portion, the technical portion shall, in addition to the required hard copy format, be submitted in electronic form in Portable Document Format (PDF). Cost information and the Disadvantaged Business submittal shall not be included in the electronic form. PDF submissions shall be for the purpose of allowing word or phrase searching of proposals, and need not include the signature page, tabs, required certifications, examples, attachments and similar components of the hard copy version.

Labels are enclosed for your convenience. Please complete them properly to ensure proper identification of your proposal.

I-7 PROPOSALS

TO BE CONSIDERED, VENDORS' PROPOSALS MUST CONSIST OF A COMPLETE RESPONSE USING THE FORMAT PROVIDED IN PART II OF THIS RFP. Proposals must be submitted as 1 original and 9 copies to the Issuing Office. Vendors will make no other distribution of proposals. Please note that your ORIGINAL PROPOSAL MUST contain the Proposal signature page (found in Appendix B of the RFP) with an ORIGINAL SIGNATURE of an official of the Vendor authorized to bind the Vendor to its provisions. Complete the form in Appendix B and submit it as TAB 8. The contents of the proposal of a successful Vendor and this RFP will become contractual obligations when a contract is executed. For this RFP, the proposal must remain valid for at least ninety (90) Commonwealth business days. The Commonwealth reserves the right to reject any and all proposals as a result of this RFP.

I-8 PROPOSAL RECEIPT DATE AND TIME

To be considered, proposals must arrive at the address indicated in the cover letter on or before the time and date specified in the cover letter (the "Proposal Receipt Date and Time"). Vendors mailing responses should allow adequate time for delivery.

I-9 STANDARD CONTRACT TERMS AND CONDITIONS

The selected Vendor will be required to sign a contract with the Commonwealth's standard contract terms and conditions. The standard contract terms and conditions are found at:

<http://www.dgs.state.pa.us/dgs/lib/dgs/forms/comod/procurementforms/std274.doc>

If the selected Vendor fails or refuses to sign a contract with the standard contract terms and conditions and to return it within ten (10) working days after receipt, the Commonwealth may, in its discretion, immediately send a contract to the Vendor who received the next highest number of evaluation points.

In the event of a conflict between the standard contract terms and conditions and this RFP, the RFP shall control.

I-10 PERFORMANCE SECURITY

Within ten (10) days after notification, the selected Vendor must provide performance security in the amount of two hundred thousand dollars (\$200,000). Performance security must be in the form of a specific performance bond, an annual proposal and performance bond, an irrevocable letter of credit, or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or bank cashier's check drawn to the order of the "Commonwealth of Pennsylvania." All performance security shall be conditioned for faithful performance of the contract. Failure to furnish performance security within the ten (10) day time frame may result in award of the contract to another Vendor, and the selected Vendor who did not furnish the performance security shall be responsible for any increase in cost.

Where the selected Vendor does not comply with the contract, the amount of the Commonwealth's damages shall be liquidated to the amount of the proceeds of the performance security, or the Commonwealth may, at its option, sue the selected Vendor or the selected Vendor's surety for the damages it has suffered for any breach of contract, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages. Checks deposited with the Commonwealth shall be placed in authorized Commonwealth depositories by the Treasury Department, as required by The Fiscal Code, 72 P.S. Section 301. The deposit shall be returned to the selected Vendor upon completion of performance of the contract.

I-11 INCURRING COSTS

The Commonwealth is not liable for any costs or expenses incurred by Vendors in the preparation of their responses or for attendance at any conferences or meetings related to this RFP. The Commonwealth is not liable for the payment of any amounts to the selected Vendor until a contract is signed and approved by all necessary parties and performance of the contract has begun.

I-12 PRIME CONTRACTOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for delivery and services offered in this proposal whether or not manufactured or produced by the selected Vendor. Further, the Commonwealth will consider the selected Vendor to be the sole point of contact for any matter related to the contract.

I-13 WAGES AND WORKING CONDITIONS

- a. Each Vendor, in submitting its proposal, represents and agrees that, if the contract is awarded to the Vendor:
 1. Every employee engaged in the performance of the contract shall be paid the prevailing wage rate, as determined by the Secretary of the Pennsylvania Department of Labor and Industry, and shall be provided with working conditions prevalent in the locality in which the contract shall be performed; or
 2. A collective bargaining agreement is in effect between the Vendor and its employees, who will process and produce the printing under any contract awarded to the Vendor, wherein the employees are represented by a responsible organization which is in no way influenced or controlled by management, the provisions of which shall be considered as conditions prevalent in said locality.
- b. The Vendor further represents and agrees that if the contract is awarded to the Vendor, the Vendor shall maintain the conditions described in subparagraph (a) above in the performance of the contract.

I-14 DISCLOSURE OF PROPOSAL CONTENTS

The proposal of the selected Vendor becomes part of the contract and therefore is not confidential.

I-15 REJECTION OF PROPOSALS

The Commonwealth reserves the right to at any time reject any and all proposals received or to negotiate separately or collectively with any and all competing Vendors.

I-16 SITE VISIT

The Commonwealth reserves the right to conduct a post-evaluation, pre-award site visit to determine Vendor capability/responsibility.

I-17 ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, addenda will be provided to all Vendors who received this RFP.

I-18 NEWS RELEASES

News releases pertaining to the proposal may not be made without the Commonwealth's prior written approval, and then only in coordination with the Issuing Office.

I-19 CONTRACT AWARD/SUBCONTRACTING

- a. The Commonwealth intends to award the contract to one Vendor for all the work covered by this RFP.
- b. In order to be eligible for award, a Vendor must, at the time of submission of its proposal, be the owner or lessee of sufficient equipment and machinery to perform the printing work required by the RFP.
- c. Except as otherwise provided in subparagraph (b), the selected Vendor may subcontract portions of the contract. The Contractor will, however, be responsible for the work of the subcontractor and shall see that the work is done without unnecessary delay in a good workmanlike manner and that any necessary precedence over other work is given. **IF THE CONTRACTOR INTENDS TO SUBCONTRACT ANY PART OF THE WORK, THE SUBCONTRACTORS MUST BE LISTED IN THE PROPOSAL.** In any event, all work performed, whether by the Contractor or by a subcontractor, must be of top quality in all respects. The Contractor and each subcontractor must have sufficient redundancy or other arrangements to ensure uninterrupted production in case of equipment or system failure.

I-20 DISADVANTAGED BUSINESS INFORMATION

The Issuing Office encourages participation by small disadvantaged businesses as prime Contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime Contractors.

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

- a. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses.

- b. United States Small Business Administration-certified small disadvantaged businesses or 8(a) small disadvantaged business concerns.

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

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

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 787-6708
Fax: (717) 772-0021
Email: gs-bmwbo@state.pa.us

Program information and a database of BMWBO-certified minority- and women-owned businesses can be accessed at www.dgs.state.pa.us, DGS Keyword: BMWBO. The federal Vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I-21 INFORMATION CONCERNING SMALL BUSINESSES IN ENTERPRISE ZONES

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

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

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

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

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

I-22 VENDOR REPRESENTATIONS AND AUTHORIZATION

- a. Each Vendor, by signing and submitting its proposal understands, represents and acknowledges that:
 1. The Vendor has read and understands the terms and conditions of this RFP and that its proposal is submitted in accordance with those terms and conditions.
 2. The prices set forth in the Vendor's proposal were arrived at independently and without consultation, communication or agreement with any other Vendor or potential Vendor.
 3. Neither the prices nor the approximate prices have been disclosed to any other firm or person who is a Vendor or potential Vendor, and they will not be disclosed before award of the contract.
 4. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal, or to submit a proposal with prices higher than the Vendor's bid, or to submit any intentionally high or noncompetitive prices or other form of complementary pricing.
 5. The proposal will be made 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.

6. To the best of the knowledge of the person signing the proposal, the Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) 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 on any public contract, except as disclosed by the Vendor in its proposal.
 7. The Vendor is not currently under suspension or debarment by the Commonwealth, or any other state, or the Federal Government, and if the Vendor cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
 8. To the best of the knowledge of the person signing this proposal, and except as otherwise disclosed by the Vendor in its proposal, the Vendor 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 Vendor that is owed to the Commonwealth.
 9. The Vendor has not, under separate contract with the Commonwealth, made any recommendations to the Commonwealth concerning: the RFP, the need for the services and the supplies covered by this RFP, or the specifications and requirements for the services and supplies.
 10. All information provided by, and representations made by, the Vendor in the proposal are material and important and will be relied upon by the Commonwealth in awarding the contract. Any misstatement shall be treated as fraudulent concealment from the Commonwealth of the true facts relating to the submission of the proposal. A misrepresentation shall be punishable under section 4904 of Title 18 Pa. C.S.A.
- b. Each Vendor, by making its proposal, authorizes all Commonwealth agencies to release to the Commonwealth information related to liabilities to the Commonwealth, including, but not limited to, taxes, unemployment compensation and workers' compensation liabilities.

PART II. INFORMATION REQUIRED FROM VENDORS

II-1 FORMAT FOR REQUIRED INFORMATION

Vendors' proposals must be submitted in nine (9) tabs as described in paragraphs II-2 through II-9, below, and identified as described in Part I-6, Proposal Identification. (Also See Part I-7, Proposals.) TO BE CONSIDERED, THE PROPOSAL MUST RESPOND TO ALL REQUIREMENTS IN THIS PART OF THE RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

If publications are supplied by a Vendor to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

II-2 TAB 1, MANDATORY REQUIREMENTS

Each of the following mandatory requirements must be addressed in this TAB by indicating acceptance of each.

NONACCEPTANCE OF ANY OF THE MANDATORY REQUIREMENTS, OR MODIFICATION OF, OR THE PLACING OF CONDITIONS ON ACCEPTANCE OF, ANY OF THE MANDATORY REQUIREMENTS, IN WHOLE OR IN PART, MAY RESULT IN IMMEDIATE DISQUALIFICATION.

CHECK "YES" TO ACCEPT. CHECK "NO" TO REJECT. FAILURE TO RESPOND WILL BE DEEMED AS NONACCEPTANCE.

YES NO

- 1. Have you submitted a complete response to this RFP using the format provided in PART II?
- 2. Does your ORIGINAL proposal contain the Proposal Signature Page (found in Appendix B of the RFP) with an ORIGINAL SIGNATURE of an official of your company authorized to bind your company to its provisions?
- 3. Do you agree that the contents of your proposal will become part of any contract that may be entered into as a result of this RFP?
- 4. Do you agree that the contents of this RFP will become part of any contract that may be entered into as a result of this RFP?
- 5. Do you agree that your proposal will remain valid for at least ninety (90)

Commonwealth business days?

- 6. Has the Disadvantaged Business Submittal (Tab 6) been bound and identified separately?
- 7. Has the Cost Information Sheet (Tab 7) been bound and identified separately?
- 8. Has the Domestic Workforce Utilization Certification (Tab 9, Appendix C) been completed and submitted in the same sealed envelope with the Cost Information Sheet?
- 9. Do you agree that unless one (1) original and nine (9) copies of your proposal arrive by 4:00 p.m. Eastern Time on the date and at the location specified in the RFP cover letter, that it will be immediately disqualified?
- 10. Do you acknowledge that if your company is currently under suspension or debarment, your proposal may not be accepted or considered?
- 11. Do you agree that if the Department finds any of your proposal information to be false, then you **WILL** be disqualified and also placed on temporary suspension from doing business with the Department?
- 12. Do you accept the **PRIME CONTRACTOR RESPONSIBILITIES** in Paragraph I -12 of this RFP?

II-3 TAB 2, MANAGEMENT SUMMARY

Include a narrative description of the proposed effort and a list of the items to be delivered or services to be performed.

II-4 TAB 3, WORK PLAN

Describe in narrative form your technical plan for accomplishing the work. List the key characteristics of your plan that will remain operational during the life of the contract period. Your work plan should describe efforts you will commit to meet the needs of the Commonwealth. Describe any special consideration and attention you will provide to support on-going work. Discuss your monitoring role and remedial action to rectify problems.

II-5 TAB 4, STAFFING

Supply a listing of personnel (including personnel of Subcontractors) who would be assigned to the subject contract. Such listing shall include name, title, full-time or part-time status (if part-time, number of hours weekly), and the specific contract duties for which each person would be responsible.

Contract terms will not permit substitution of lead personnel without prior approval of the Bureau. The Bureau understands that personnel availability is subject to change, but substitutions of personnel must include replacements with equal or greater qualifications. Limiting factors on the availability of personnel should be identified. The Commonwealth reserves the right to reject proposed personnel at any time.

Subcontractors and their staff are subject to all the requirements and provisions of this RFP related to confidentiality of data, conflict of interest and all requirements with regard to disclosing data or information.

II-6 TAB 5, EVIDENCE OF EXPERIENCE

Submit a detailed statement of experience and qualifications with respect to editing, composing, printing, distributing, promoting and marketing legal information and experience with the World Wide Web site design and development. The Commonwealth reserves the right to disqualify any Vendor which does not have experience in producing legal information in a loose-leaf format, in updating a body of legal information with new information at least monthly, and in distributing legal information as part of a supplemental or update service at least monthly. As evidence of your qualifications to receive the contract, also submit ten copies of one or more pages from one or more publications currently produced (i.e., edited, composed and printed) and distributed by you which you regard as evidence of your qualifications. All samples will become the property of the Commonwealth; none will be paid for by the Commonwealth, and none will be returned to the Vendor.

Also identify existing World Wide Web sites created and maintained that are relevant to this RFP.

II-7 TAB 6, DISADVANTAGED BUSINESS SUBMITTAL

a. *Disadvantaged Business Information.*

1. To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:

- (A) Small Disadvantaged Businesses certified by BMWBO as an

MBE/WBE must provide a photocopy of their BMWBO certificate.

- (B) Small Disadvantaged Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) or small disadvantaged business must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
 - (C) A business claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or small disadvantaged business, must attest to the fact that the business has 100 or fewer employees.
 - (D) Businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
2. A business claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:
- (A) Be rooted in treatment that the business person has experienced in American society, not in other countries.
 - (B) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
 - (C) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

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

3. In addition to the above verifications, the Offeror must include in the

Disadvantaged Business Submittal of the proposal the following information:

- (A) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business.
 - (B) The business name, address, name and telephone number of the primary contact person for each Small Disadvantaged Business included in the proposal. The Offeror must specify each Small Disadvantaged Business to which it is making commitments. The Offeror will not receive credit for stating that it will find a Small Disadvantaged Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
 - (C) The specific work, goods or services each Small Disadvantaged Business will perform or provide.
 - (D) The estimated dollar value of the contract to each Small Disadvantaged Business.
 - (E) Of the estimated dollar value of the contract to each Small Disadvantaged Business, the percent of the total value of services or products purchased or subcontracted that will be provided by the Small Disadvantaged Business directly.
 - (F) The location where each Small Disadvantaged Business will perform these services.
 - (G) The time frame for each Small Disadvantaged Business to provide or deliver the goods or services.
 - (H) The amount of capital, if any, each Small Disadvantaged Business will be expected to provide.
 - (I) The form and amount of compensation each Small Disadvantaged Business will receive.
 - (J) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - (K) For a subcontract, a signed subcontract or letter of intent.
4. The Offeror is required to submit only **one** copy of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.

5. The Offeror must include the dollar value of the commitment to each Small Disadvantaged Business in the same sealed envelope with its Disadvantaged Business Submittal. The following will become a contractual obligation once the contract is fully executed:
 - (A) The amount of the selected Offeror's Disadvantaged Business commitment.
 - (B) The name of each Small Disadvantaged Business.
 - (C) The services each Small Disadvantaged Business will provide, including the time frame for performing the services.
6. A Small Disadvantaged Business can be included as a subcontractor with as many prime Contractors as it chooses in separate proposals.
7. An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime Contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

b. *Enterprise Zone Small Business Participation.*

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

(F) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.

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

(A) The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.

(B) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.

(C) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.

(D) The estimated dollar value of the contract to each Enterprise Zone Small Business.

(E) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.

(F) The location where each Enterprise Zone Small Business will perform these services.

(G) The time frame for each Enterprise Zone Small Business to provide or deliver the goods or services.

(H) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.

- (I) The form and amount of compensation each Enterprise Zone Small Business will receive.
 - (J) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - (K) For a subcontract, a signed subcontract or letter of intent.
3. The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:
- (A) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
 - (B) The name of each Enterprise Zone Small Business; and
 - (C) The services each Enterprise Zone Small Business will provide, including the time frame for performing the services.

II-8 TAB 7, COST INFORMATION SHEET

Complete the form in Appendix A and submit it as Tab 7.

THIS PORTION OF THE PROPOSAL MUST BE BOUND, PROPERLY IDENTIFIED INSIDE AND OUT, AND SEALED SEPARATELY FROM THE TECHNICAL PORTION OF THE PROPOSAL.

II-9 TAB 8, PROPOSAL SIGNATURE PAGE

The Proposal Signature Page in Appendix B of this RFP MUST be signed by an official authorized to bind the Vendor to the provisions of its proposal and MUST be included in the proposal as TAB 8.

Please note that your ORIGINAL proposal MUST include the Proposal Signature Page containing the ORIGINAL SIGNATURE of the authorized company official.

Complete the form in Appendix B and submit it as TAB 8.

NOTE: IF AN OFFICIAL OTHER THAN THE PRESIDENT OR VICE PRESIDENT SIGNS THE PROPOSAL SIGNATURE PAGE, EITHER A POWER OF ATTORNEY OR CORPORATE RESOLUTION MUST BE ATTACHED TO THE PROPOSAL SIGNATURE PAGE.

II-10 TAB 9, DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

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

PART III. REVIEW AND EVALUATION OF PROPOSALS

III-1 QUALIFICATION REQUIREMENTS

All proposals received from Vendors that meet the mandatory requirements will be reviewed and evaluated by the Commonwealth.

III-2 MANDATORY REQUIREMENTS

All mandatory requirements, as stated in PART II, TAB 1, will be reviewed for acceptance of each requirement. Proposals that fail to meet all these requirements will receive no further consideration.

III-3 EVALUATION METHOD

Proposals that meet all mandatory requirements will be evaluated on the basis of uniform qualification criteria.

The evaluation of each proposal will be a TAB by TAB, question by question, analysis of the Vendor's response to each question.

All proposals received from Vendors will be reviewed and evaluated by a committee selected by the Commonwealth. The committee may, at the discretion of the Commonwealth, consist of any person other than competing Vendors. The committee will recommend for selection the responsive proposal which best meets the needs of the Commonwealth in terms of the requirements of this RFP and charges to be made by the Contractor for goods and services.

III-4 CRITERIA FOR SELECTION

The following areas of consideration will be used in making the selection(s):

a. *Mandatory Requirements*

This TAB must be properly submitted as a prerequisite for being considered for qualification. All mandatory requirements must be agreed to in order for your proposal to be considered for evaluation.

b. *Management Summary*

This refers to the Vendor's narrative description of proposed services.

c. *Work Plan*

This refers to the Vendor's plan for accomplishing the work as well as support of on-going work, monitoring roles and remedial action to rectify problems.

d. *Staffing*

This refers to the Vendor's listing of personnel to be assigned to the contract.

e. *Evidence of Experience*

This refers to the qualifications of the Vendor to meet the terms of the RFP, especially the time constraint and the quality, relevancy and recency of projects completed by the Vendor. This also includes the Vendor's financial ability to undertake a project of this size.

f. *Cost*

g. *Disadvantaged Business Participation*

Evaluation will be based upon the following in order of priority:

Priority Rank 1 Proposals submitted by Small Disadvantaged Businesses.

Priority Rank 2 Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.

Priority Rank 3 Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.

Priority Rank 4 Proposals submitted by Socially Disadvantaged Businesses.

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

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

h. Enterprise Zone Small Business Participation

The following options will be considered as part of the final criteria for selection:

- Priority Rank 1** Proposals submitted by an Enterprise Zone Small Business will receive the highest score.
- Priority Rank 2** Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive the next highest score for this criterion.
- Priority Rank 3** Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the lowest score for this criterion.
- Priority Rank 4** Proposals with no Enterprise Zone Small Business utilization shall receive no points under this criterion.

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

i. Domestic Workforce Utilization

Each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States. Those who propose to perform a portion of the direct labor outside of the United States will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Cost Information Sheet. The certification will be included as a contractual obligation when the contract is executed.

III-5 RELATIVE IMPORTANCE OF EVALUATION FACTORS

The following is the list of criteria for selection in order of relative importance:

- a. Work Plan.
- b. Cost.
- c. Experience.
- d. Staffing.
- e. Management Summary.
- f. Disadvantaged Business Participation.
- g. Domestic Workforce Utilization.

PART IV. WORK STATEMENT

IV-1 THE USING AGENCY

a. Mission and Organization

This part is presented to describe current rulemaking functions and Bureau production processes. Statutory changes as a result of actions by the General Assembly of Pennsylvania can impact rulemaking functions. The Contractor will be required to modify performance over the term of the contract in accordance with legislative action and Vendors should be aware of that possibility.

The printed compilation produced for the Bureau, the Code (supplemented by the Code Reporter and Bulletin), is the official text of Commonwealth rules and other documents. Courts are required to take judicial notice of the contents of these subject publications. The Contractor shall be required to edit, compose, print, and distribute the subject publications in hard copy and electronic form.

There are no restrictions on the use of the Bulletin. The Commonwealth claims ownership and copyright protection for value added material in the Code and Code Reporter, such as Notes of Decisions, Indexes, Cross References, Source Notes, Authority Notes, etc.

All information, data and applications, including, but not limited to, files, programs, coding, policies, text and schema created by the Contractor for this contract are the property of the Commonwealth. The Commonwealth consents to their use. Upon termination or expiration of the contract, all information, data and applications, must be transferred to the Commonwealth or its designated agent.

b. *Rulemaking in Pennsylvania*

One of the major responsibilities of the Bureau is the official filing, tracking and publication of the Commonwealth's three key rulemaking publications: the Code, Code Reporter and Bulletin.

When enacting general laws, the General Assembly often delegates "rulemaking powers" to administrative departments or other agencies. These agencies are then empowered to develop and enforce those rules and regulations they deem necessary to implement the laws.

The words "rules" and "regulations" are interchangeable. In Pennsylvania the term "rule" is used most frequently, so the procedures which are followed by state agencies in adopting them are known as "the rulemaking process." This process is designed to ensure that the public has an opportunity to comment on, and participate in, the adoption of rules. Through the Office of the Pennsylvania Code and Bulletin, the Bureau is charged with the responsibility of reviewing and accepting all rules as well as organizing, publishing and printing this material. The Bureau must meet strict weekly production deadlines for publication of rules and other documents in the Bulletin and comply with publication content provisions pursuant to the Commonwealth Documents Law. The Bulletin is the publication used to provide information on rules under development; the Code is the codification of effective, adopted agency rules and other documents. It is the equivalent of what some states refer to as their "administrative code."

IV-2 THE CODE

a. *General*

The Code is currently a 63-volume, loose-leaf publication with approximately 38,000 (6" x 9-1/4") loose-leaf pages. A full set also includes a one-volume Subject Index and a one-volume Finding Aids title. All were produced by the current Contractor and will continue to be produced by the succeeding Contractor.

The Contractor is responsible for editing, composing, printing and distributing the Code and Code Reporter, including binders, divider sheets, up to date versions of the Code or parts thereof and special prints of materials in pamphlet or book form.

The Contractor shall employ at least one full-time editor who directs the production of the Code Reporter.

The Code has no color pages or foldout pages.

To fill new orders, the Contractor will be required to compose and print by August 1, 2007, the titles that constitute the official Code, which consists of the text of rules and other documents required by law, individual title indexes and a separate Master Index and Finding Aids volume.

The Contractor is required to compose and print supplementation of new and amended text beginning with the August 2007 supplement and continuing on a monthly basis for the term of the contract. The Contractor will have a maximum of five calendar weeks from publication of

the document in the Bulletin in which to compose and print each monthly supplement. The last Bulletin in a Code supplement cycle will require Code page proofs to be delivered to the Bureau in less than one week of publication of that Bulletin.

All printing must be clean and legible, in black type, with no broken letters; the density must be the same throughout the text, with no light or dark streaks. Paper stock is white 50 lb. (b.s. 25x38) acid free, 50/10 text or equal. **NOTE WELL: ONLY RECYCLED PAPER MEETING THE COMMONWEALTH'S STATUTORY DEFINITION WILL BE CONSIDERED.** See Exhibit 1. The trimming of printed pages must be accurate and square.

Binders shall be included with full-set sales and be optional with less than full set sales. Binders shall be substantially the same as provided on the date of this RFP: green with gold lettering and of a quality and weight at least equal to that of existing binders. Only text approved by the Bureau shall be printed on a binder.

The Contractor shall implement all binder splits on a schedule and in a manner to be approved by the Bureau.

The Contractor shall secure a copyright for the official Code, the Master Index, Finding Aids, and individual title indexes and official Code supplementation in the name of the Commonwealth of Pennsylvania. The Contractor shall mail a copy of each copyright secured to the Director of the Pennsylvania Code and Bulletin, 647 Main Capitol Building, Harrisburg, PA 17120-0033.

The copyright in the name of the Commonwealth of Pennsylvania shall not preclude a rulemaking agency from reproducing multiple copies of that agency's rules for regulatory purposes. No special form of permission by the Contractor shall be required to enable a rulemaking agency to reproduce printed pages. However, rulemaking agencies will be instructed to include the following statement on any such document: "Reprinted from the Official Pennsylvania Code, courtesy of the Joint Committee on Documents, (date)". This privilege is granted strictly to help rulemaking agencies accomplish their regulatory responsibilities. Under no circumstances shall this privilege be construed to mean or imply that a rulemaking agency or any other entity may sell or offer for sale copies of official Code pages or print versions of pages on a World Wide Web site.

Agencies may also request from the Contractor booklets or pamphlets of specific chapters of rules for distribution to regulated parties. The current print Contractor fulfills these special requests. Agencies do not charge the public; agencies assume the expense of printing and mailing and deal directly with the Contractor.

The Contractor will be required either to maintain an inventory of official pages and products in sufficient quantity to allow for immediate shipment or to be capable of producing print pages and supplying such items for immediate delivery. The Contractor shall be responsible for delivering all items to their destination in good condition and on time and shall file all claims with carriers for damages, breakage, imperfections and other losses.

Beginning August 1, 2007, the Contractor will be required to distribute the complete sets and individual titles of the official Code and its supplementation to existing and future subscribers. A printout and storage medium acceptable to the Bureau containing current subscriber data will have been provided to the Bureau by the current Contractor. This material will be provided to the Contractor by the Bureau upon approval of the contract by the Department. The Contractor shall be responsible for maintaining a subscription database for the term of the contract. This database shall be provided to the Bureau in both written and electronic storage medium upon written request, at any time during the term of the contract.

The Contractor will be required to establish ordering procedures for prospective subscribers and procedures to respond to customer needs and complaints, if any, in a timely manner. The Contractor must provide subscribers with appropriate supplementation for the titles or volumes they have purchased. Supplementation must be inserted in titles or volumes so that they are up to date when an order is filled. If a customer notifies the Contractor of missing pages from a supplement, the required pages shall be shipped immediately, at no further cost to the subscriber.

The Contractor shall provide full sets of the print version of the official Code, including binders and supplementation and the Bulletin for the term of the contract, to the following offices at no charge to the recipients:

- 1 copy - Senate Library, Harrisburg
- 1 copy - Senate President pro tempore, Harrisburg
- 1 copy - Senate Majority Leader, Harrisburg
- 1 copy - Senate Minority Leader, Harrisburg
- 1 copy - House Speaker, Harrisburg
- 1 copy - House Majority Leader, Harrisburg
- 1 copy - House Minority Leader, Harrisburg
- 1 copy - Legislative Reference Bureau Library, Harrisburg
- 1 copy - Code and Bulletin Office, Harrisburg
- 1 copy - Court Administrator of Pennsylvania, Philadelphia
- 1 copy - State Law Library, Harrisburg
- 1 copy - Office of General Counsel, Harrisburg
- 1 copy - Office of Attorney General, Harrisburg
- 1 copy - Independent Regulatory Review Commission, Harrisburg
- 1 copy - Legislative Data Processing Center, Harrisburg
- 1 copy - Supreme Court, Harrisburg
- 1 copy - Commonwealth Court Library, Harrisburg

The Contractor shall provide nine copies of each official Code supplement for distribution to Commonwealth depository libraries to be designated by the Bureau for historical purposes at no charge to the Commonwealth.

b. *Notes of Decisions, Master Index, Finding Aids and Individual Title Indexes for the Official Code*

The Contractor will be required to research, write, produce and maintain the following:

1. Notes of Decisions in the official Code.
2. A separate Master Index.
3. A separate Finding Aids volume.
4. Individual title indexes.

Notes of Decisions shall be amended a minimum of four times each calendar year. The Master Index shall be reprinted in its entirety at least every year beginning January 1, 2008, or sooner at the Contractor's option.

The Code Office shall have access to Westlaw or a similar online legal research tool.

Upon approval of the contract, the Bureau shall provide the Contractor with electronic storage media containing Notes of Decisions, Master Index, Finding Aids and individual title indexes provided by the current Contractor under existing contract provisions. The Department makes no representations as to the accuracy, completeness, content or usefulness of the media.

c. *Notes of Decisions*

Notes of Decisions shall be located following the Code section which is being construed by the court and under a heading "Notes of Decisions." If a section is followed by five or more annotations, they shall be arranged into topical categories with appropriate headings. This follows the practice in effect on the date of this RFP.

Notes of Decisions are required for each important state and Federal court decision that interprets, construes, defines, or applies in whole or in part a rule of a State Agency. Each case note must be an accurate statement of the court's decision and be sufficiently detailed so that the reader will understand how the rule was interpreted, construed, defined or applied to the particular facts of the case. If the court decides more than one important issue concerning a rule, the various issues will be set forth in separate paragraphs. Each case note must include a brief statement of the court's decision, name of the case, date of the decision, a citation to the official reporter, a citation to other reporters (when appropriate) and a summary of any decision affecting the case.

The Contractor must prepare case notes from the advance sheets published by each reporter. For the purpose of this paragraph, the term “advance sheet” shall mean the soft-covered publication that contains the reported decisions printed periodically and issued to subscribers prior to the publication of the permanent, hardcover edition of the reporter. The case notes shall come from the following reporters or their successors: the Atlantic Reporter PA. Edition, PA. District and County Reports, Federal Supplement (PA. Eastern, Middle and Western Districts), Federal Reporter (Third Circuit Court of Appeals), the United States Supreme Court and, at the Contractor’s option, the reporter of any other court or administrative agency of any jurisdiction.

The Contractor must verify and update if necessary the current notes to provide:

1. Parallel case citations.
2. Updating of the cited case history (affirmed by higher court, reversed by higher court).
3. Deletion of the case if it was overturned by a later case.
4. Coding of each note so that it is readily identifiable in the database for updating purposes.
5. Correction of any presently incorrect citation.

d. *Table of Current Pages*

The Contractor shall continue the system in effect on the date of this RFP to help subscribers verify that the pages in any volume are the most current available. This may include, but need not be limited to, continuation of the existing Complete Title Contents format, located in the front of each title.

e. *Supplementation*

The Contractor is responsible for monitoring Bulletin publication of documents to be included in the Code Reporter. The Contractor prepares replacement pages as part of the Contractor’s loose-leaf update service to give effect to Bulletin amendments, additions or deletions. The Contractor prepares instructions for inserting replacement pages, a Highlights of Reporter introduction and a method of ascertaining the current status of each page in the Code at the time of the Reporter. For the latter, the use of Master Transmittal Sheet/Transmittal Sheet/Complete Title Contents format in effect on the date of this RFP may be continued.

The Contractor produces a Master Index, Finding Aids and individual title indexes with at least annual supplementation. The Contractor also verifies and prints filing instructions against current pages to double-check for accuracy.

f. *Editorial Matters and Finding Aids*

Except when the omission of updating is authorized in writing by the Bureau to avoid unnecessarily frequent republication of pages, the Contractor shall prepare and update the following whenever affected by amendments:

1. Finding Aid - Highlights of Issue
A short summary (generally 3-4 pages) of the contents of the supplement.
2. Finding Aid - Table of Titles and Chapter Headings
The complete table of contents for all Code titles down to at least the chapter level.
3. Finding Aid - Table of Authority
A compilation of Purdon's Statutes or Pennsylvania Consolidated Statutes cited by agencies in Code titles.
4. Finding Aid - Table of Cases
A compilation of case names in alphabetical order appearing in the Code in Notes of Decisions.
5. Finding Aid - Reference Table of Latest Certificate
A listing of the latest Transmittal Sheet (or supplement) for each Code title.
6. All titles - Title page
7. All titles - Instructions for Inserting Replacement Pages, Transmittal Sheet Number Certification of Official Text, and Complete Title Contents
This is a complete listing of all page numbers active in this title with sequential serial number as of the supplement.
8. All titles - Tables of Contents
9. All titles - Source Notes
These are placed at appropriate locations and set forth the derivation of the section.
10. All titles - Authority Notes

These are placed at appropriate locations and set forth the statutory authority used by the agency for the rulemaking.

11. All titles - Cross References
12. All titles - Subject Indexes

Each title contains a Subject Index, and there is also a one-volume Master Subject Index. Indexes shall conform as to form and completeness to Guidelines for Indexes and Related Information Retrieval Methods, 1997 Edition, National Information Standards Organization TR-02. Indexing shall be to section number rather than page number.

g. *Availability of Code*

The Code is available from the Bureau on CD in XML format.

h. *Circulation*

The hard copy Code, Code Reporter and Bulletin subscriber lists developed and maintained by the current Contractor are the property of the Commonwealth and will be made available to any subsequent Contractor in hard copy and electronic medium.

IV-3 THE BULLETIN

a. *General*

Time is of the essence in the publication of the Bulletin, published weekly with a Saturday cover date. The Bulletin's publication date is vital to agency scheduling for the following reasons:

1. A minimum 30-day comment period is required before a proposed rule can be adopted. The comment period begins on the date notice of proposed rulemaking is published. Only after the minimum comment period has expired and public hearings, if any, have been conducted may that agency take action to adopt a rule.
2. Bulletin issue dates are important because the vast majority of rules become effective on the day their adoption is published.
3. Notice documents carry dates by which proposals will be opened, hearings will be held and other events will occur. These dates are scheduled to occur shortly after Bulletin publication occurs.

The Bureau provides the document category and printing schedule.

The Contractor assigns a Bulletin document number to each document.

b. *Bulletin Quarterly Index*

A Quarterly Index shall be prepared and printed by the Contractor as a supplement to the Bulletin four times a year. The Quarterly Index is a cumulative account of published document activity that contains a Subject Index and a List of Sections Affected.

c. *Editing*

For each issue the Contractor will prepare:

1. The List of Agencies in This Issue for the Bulletin cover.
2. The Table of Contents.
3. The List of Code Chapters Affected by Bulletin Activity in the current calendar year.

The manuscript furnished to the current Contractor consists of a diskette and one hard copy of the text of notices of hearing, notices of proposed rulemaking, rules, proclamations and other official executive, legislative and judicial documents in the form filed in the Bureau under the Commonwealth Documents Law. The Bureau assigns to each document:

1. A regular or special publication schedule (see 1 Pa. Code §13.53).
2. Section number references to existing provisions of the Code (see 1 Pa. Code § 3.32(b)).
3. The category in the Bulletin under which the document shall be published (see 1 Pa. Code § 3.21).

The Contractor shall edit the documents to place in a uniform format and style:

1. The name of the issuing agency (see 1 Pa. Code § 11.2).
2. The name of agency subdivisions, if any (see 1 Pa. Code §11.6).
3. The agency document designation, if any (see 1 Pa. Code § 11.4);
4. The additional caption (see 1 Pa. Code § 11.5).
5. The authority citation (see 1 Pa. Code §11.6).

The Contractor also:

1. Edits the copy to conform to the style of the Bulletin.
2. Makes up each edition of the Bulletin according to the current specification.
3. Prepares a cover and table of contents (see 1 Pa. Code § 3.29 (a)), a table of numerical finding aids (see 1 Pa. Code § 3.30 (a)) and the standard Reader's Guide page.

The Bulletin contains the full text of rules and other documents. There is no summarizing of text required by the depositing agency, the Bureau or the Contractor.

Rulemaking agencies are required to provide lengthy tables, maps and graphs, at a minimum, in camera-ready format plus electronic if available. The original copy is not retained by the Bureau; it is sent to the Contractor who uses and stores it.

Each document format will be identified by the agency for the Contractor. There are no State-imposed standards for word processing, computer equipment and software.

The Bureau will cooperate with the Contractor to determine the most efficient, effective procedure to transfer the deposited hard copy, diskette or electronic version to the Contractor. Vendors are encouraged to discuss plans and preferences to effect this transfer.

The Contractor shall employ at least one lead editor on a full-time basis who directs the production of the Bulletin and who edits and supervises the editing of materials submitted by the Bureau. The contractor shall employ an additional full-time editor for the Bulletin who is also able to perform work on the Code. All copy shall be read completely for sense, clarity and possible omissions. References to citations, statutes and cross-references shall be verified by the Contractor. A close liaison shall be maintained with the Bureau to ensure receipt of copy and to direct queries as a result of the editing routine. The editor shall be familiar with the organization and workings of State agencies, the General Assembly and the Courts and with Code titles and headings. The Contractor shall have available an adequate Pennsylvania law library in order to be able to verify citations and statutes. The Contractor shall provide a toll-free telephone number to the Bureau.

The Contractor shall have adequate back-up personnel familiar with the editing requirements of the Bulletin to act in the absence of the editor and to meet the established deadlines for the Bulletin. The Contractor may deface and retain the hard copy furnished to it. Diskettes must be returned to the Bureau. In some instances where proposed rulemaking involves amendment to an existing rule, the editor must compare the manuscript with the printed Code to make certain there are no discrepancies. When the rule is adopted with amendments, the editor must examine the proposed rulemaking to make certain there are no unexplained discrepancies between the rule as proposed and as adopted.

The Bureau will pursue its best efforts to accomplish the following, but ultimate responsibility for all of the following rests with the Contractor:

1. Documents must be edited for sense and clarity. (For example, does a document that references the Department of Environmental Protection refer to 25 Pa. Code, as opposed to 35 Pa. Code?)
2. A check must be made that the most current official text is used as a comparison to the document in question.
3. A check must be made of the appropriate notice or notices of proposed rulemaking in the case of a final rule.
4. A check must be made for fiscal notes, statutory authority, Independent Regulatory Review Commission orders and effective dates where appropriate. The check should show that such elements are present and that they make sense in the context.
5. A check must be made that the document will be printed in the correct category. (For example, rule, home rule charter, notice, etc.).
6. A check must be made of citations. In the case of a statute, the citation must be verified as making sense by checking references.
7. A check must be made of cross references for accuracy. Each section must also be checked for references to it in other sections, even if the agency failed to do so.
8. The hierarchy of section components and designations must conform to the general style. See 1 Pa. Code Ch. 9.
9. A check must be made regarding dates. (For example, is notice of a hearing being printed after the hearing has taken place?)

The Contractor is responsible for the maintenance of complete confidentiality of the text of each document delivered to the Contractor until the document has been filed for public inspection by the Bureau (see 1 Pa. Code § 13.52), or until the edition of the Bulletin containing it is deposited in the United States mail for distribution, whichever is earlier.

d. *Availability of Bulletin*

The Bulletin is available from the Bureau on CD in HTML format from January 1, 1996 through the current issue.

e. *Printing and Distribution*

1. The Contractor edits, composes, prints and mails the Bulletin.

2. The print run as of the date of this RFP is approximately 7,800 for each weekly Bulletin.
3. The Bulletin averages 130 pages per week. Issues have been as small as 80 pages or as large as 300 pages. The number of pages is variable.
4. Bulletin paper stock is 100% recycled, not less than 50% postconsumer content basis 30 # (24 x 36/500). Stock must meet the statutory definition of Recycled. See Exhibit 1.
5. Annual subscriptions on the date of this RFP are sold for \$82.00 a year.
6. A subscription includes all regular weekly issues, four of which contain the Quarterly Index. Individual copies on the date of this RFP are sold for \$2.50.
7. The Contractor will be responsible for mailing. This includes labeling, bagging, and depositing. The Contractor will complete all postal forms. Delivery shall be by second class mail. The Contractor shall conform to U.S. Postal Service regulations.
8. The frequency, format and number of pages in the Bulletin, as well as certain types of distribution, are subject to change by the General Assembly.

f. *Paper Stock*

Densities must be maintained in order to insure readability, and text may not bleed through to the other side of the page. Paper with an opacity that maintains a density allowing legibility and readability on both sides must be used. Black type must be used.

g. *Binding*

Each copy of the Bulletin is folded, gathered, stitched and trimmed on three sides to approximately 8-1/2" x 11" and saddle stitched. When necessary, perfect binding is used instead of saddle stitches.

h. *Publication Schedule*

For any issue bearing a Saturday (Day 17) cover date, the Bureau begins releasing copy on Thursday (Day 1) and will continue releasing copy until Friday (Day 9). Document proofs shall be furnished to the Bureau by the Contractor within three working days of release of copy to the Contractor by the Bureau.

Each issue of the Bulletin shall be deposited in the United States mail at a time on a calendar day (hereinafter referred to as the "Mail Deposit Deadline") as shall be specified in written instructions furnished to the Contractor by the Bureau. The Contractor may effect such deposit in a United States Post Office in Harrisburg, Philadelphia or Pittsburgh, Pennsylvania, as the

Contractor may elect, or at such other Pennsylvania post office as the Bureau may in its discretion approve on the recommendation of the Contractor. An issue is deemed to be deposited in the mail at the time when at least 95% of the copies to be so deposited have been deposited at the required location in the appropriate post office.

The Contractor shall maintain the following publication schedule unless the Bureau fails to maintain the deadline applicable to its obligations, in which event the Contractor shall maintain the publication schedules to the extent possible without incurring overtime or other special costs:

(Except for those days designated as Mail Deposit Deadline Day in the schedule below, Saturdays, Sundays and Legal Holidays are excluded).

OPERATION: BULLETIN	SCHEDULE
Bureau generally begins releasing copy	4 PM Thursday Day 1
Contractor begins furnishing proofs	4 PM Tuesday Day 6
Bureau releases any remaining balance of copy	4 PM Friday Day 9
Last individual document proofs delivered to Bureau	10 AM Wednesday Day 14
Last individual document proofs released by telephone by Bureau	4 PM Wednesday Day 14
Mail Deposit Deadline	11 PM Thursday Day 15

i. *Overruns*

Upon receipt of a timely written preprinting request from an agency, the Contractor shall overrun parts of an issue of the Bulletin for the agency's use. Agencies may avail themselves of overruns only if: (1) they order 1,000 copies or more; or (2) the Contractor is willing to fill an order for less than 1,000 copies.

j. *Annual Compilation/Weekly Diskette*

Following the completion of each issue, the Contractor will deliver a diskette of the contents to the Bureau in a mutually agreeable format.

IV-4 WORLD WIDE WEB

a. *Creation and Maintenance of World Wide Web Site*

The Contractor shall maintain a site or sites on the World Wide Web where users may without charge and without having to supply a user name and password access the full text of the Code and the full text of the Bulletin. The sites shall contain conspicuous identification as official Commonwealth sites. The address of the site or the addresses of the sites must be approved in writing by the Bureau.

The complete text of the Code must be available on the site. The complete text of Bulletins from January 6, 1996, to the current issue must be available on the site. Availability of the text of both the Code and the Bulletin shall coincide with the availability of print versions.

The text of the Code and Bulletin must be identical to the print versions.

b. *Interface*

The interface shall be intuitive and designed so as to be easily understood by a user of average experience level. The primary or home page of the Bulletin shall display a conspicuous hyperlink to the current issue. The primary or home page of the code shall display a note of the latest Master Transmittal Sheet (Supplement Number and Date). Each page on the site shall contain a mailto hyperlink captioned "suggestions or comments" or a similar caption. The mailto shall point to the Contractor. No commercial advertisement, trademark, service mark or business logo shall appear on the site. The name and address of the Contractor may, however, appear on the site. The site shall include a privacy policy. The Contractor shall provide a version of the user interface that may be viewed using a browser to the Bureau, which shall have the right to approve or disapprove the version.

c. *Access*

Except for necessary and routine maintenance that must be performed between the hours of 10 pm and 6 am, Eastern Time, the Contractor shall provide 24-hour, 7-day per week access to the Code and to the Bulletin via the World Wide Web, through the use of a universally acceptable browser. The Contractor should provide access to an unlimited number of users. If access is unavailable due to the fault of the Contractor's hardware, the Contractor shall have 4 hours to restore access without liquidated damages being applied. If after the 4-hour period, access cannot be restored due to the fault of the Contractor's hardware, liquidated damages in the amount of \$1,000 shall be applied for each 24-hour period until access is restored.

d. *Searching*

A standardized or proprietary protocol, agent or search engine must give users the ability to conduct keyword searches on the site or sites. The Contractor must provide a specific description of proposed search capabilities and how search results will be displayed. Boolean operators, phrase searching, grouping of search terms and the wildcard character for right truncation must be supported.

e. *Browsing*

The World Wide Web site for the Bulletin must allow users to browse Bulletins by volume and number from January 6, 1996, to the current issue. The World Wide Web site for the Code must allow users to browse all titles to the chapter level.

f. *Printing*

Viewing and downloading shall be offered in the user's choice of XML or PDF. PDF documents shall be identical in format and substance to the official print versions. A person who accesses the World Wide Web site for the Code should be able to print a single section, a subchapter or an entire chapter with one command.

g. *Traffic Reports and Monthly Updates*

The Contractor shall prepare and transmit a comprehensive, easy to read, monthly analysis of site activity. The analysis shall include, but is not limited to, all of the following:

1. Total number of files requested from the server.
2. Page views or page impressions.
3. User sessions.

The Contractor shall provide the Commonwealth with the full text of the Code on CD or DVD in XML format on a monthly basis.

h. *Web Server*

The Contractor shall disclose the physical location of the Web server or servers that will host both sites. The capacity of the digital line connecting the server or servers to the infrastructure of the Internet shall be disclosed. The distance from the server or servers to an Internet backbone provider shall be disclosed. The Contractor shall disclose in general terms security measures in place at the physical location of the server or servers.

i. *Site Security*

The Contractor shall disclose in general terms hardware and software that will be used to provide security for the site. The Contractor shall also disclose relevant personnel policies or rules, collective bargaining provisions or access restrictions that are designed to safeguard the site from internal attack. Security must be such as to afford adequate defense against commonly mounted attacks, including, but not limited to, denial of service attacks.

j. *Emerging Technology*

During the course of the contract, technology that enhances user experiences with World Wide Web sites may emerge. If technology of this type or similar technology becomes available, the Contractor and the Bureau, upon written notice by the Bureau to the Contractor, will meet and discuss implementation of the technology.

k. *Disaster Recovery System*

The magnitude and nature of the text and historical data to reside on the proposed system is such that its protection is vital to the Commonwealth and the people of Pennsylvania. The Vendor shall recommend, as part of its response, a disaster recovery plan that, at a minimum, includes the following:

1. Daily backup of all files that are created or modified daily.
2. Off-site storage of most current version of all source and object production programs.
3. Off-site storage of all text and data files (at least one backup per week must be stored off-site).
4. Off-site storage of all system and program documentation.
5. Identification of an alternative site that will be used in the event of a disaster.
6. Identification of the conditions under which the disaster plan will be invoked.

7. A full description of steps to be taken to recover in the event of a disaster to any or all sites at which equipment used to store or access text or other data is maintained.

The Contractor shall provide a copy of the disaster recovery plan upon contract award and signing and shall make all modifications the Bureau may request to improve the plan to rectify deficiencies.

IV-5 MAINTENANCE OF SUBSCRIPTION LISTS

The Contractor shall set up, revise and update subscription lists based on information furnished in writing by the Bureau and the United States Postal Service. The lists may be kept according to the shop practices of the Contractor subject to the following restrictions:

- a. The subscription list shall be maintained in a manner which will enable the Contractor to generate and print reports, requested by the Bureau.
- b. A duplicate subscription list shall be stored off the premises of the Contractor at an approved location.
- c. The subscription list shall comply, as to format and arrangement, with the then current United States Postal Service regulations applicable to the lowest cost postage for which the publications are then otherwise eligible.
- d. The subscription list shall contain such classification information, e.g., banking institutions, insurance companies, state government officials, local government officials, judicial officers, etc., as the Bureau may reasonably request in writing.
- e. The computer file containing the subscription list shall be updated at least once each month. New information shall be incorporated into the file within 30 days of receipt.
- f. The Contractor shall retain copies of orders, changes, mail lists and other documents for a period of 1 year after receipt or creation.
- g. The Contractor shall indicate on its copy of the subscription order the classification information given to the order in its file.
- h. In the event that the Contractor incorrectly drops an existing subscription from the file or fails to enter a subscription in a timely manner, the Contractor shall notify the subscriber of the error by first class mail and send back issues by first class mail if the subscriber chooses to have his original subscription period honored. All work and postage under this paragraph shall be at the sole cost of the Contractor.
- i. The Contractor shall retain back issues in supply sufficient to satisfy subscribers' unfilled or missing issues at the Contractor's expense.

- j. The Contractor shall prepare first and final renewal notices in a form acceptable to the Bureau and mail such notices to subscribers at least one month prior to expiration date.
- k. At least once a year, the Contractor shall provide the Bureau print versions of reports sorted by classification from the master file.

The files containing subscription data created by the Contractor shall at all times remain the property of the Bureau, and shall not be used by the Contractor for any purpose other than as contemplated herein, without the written consent of the Bureau.

At the conclusion of the contract period, if the Contractor should change upon competitive proposing, a computer tape or other mutually agreeable medium containing the subscription list with record layout and all back copies remaining in inventory shall become the property of the Bureau and shall be held by the Contractor until notified by the Bureau to ship the same to the succeeding Contractor, prepaid, charges for which will be reimbursed in final billing. A freight bill must accompany invoices to substantiate such charges. It is the intention of this specification that the Contractor shall, at all times, cooperate with the Bureau and any succeeding Contractor in good faith so as to maintain the publications on their established schedule and to facilitate the orderly transition of functions to any succeeding Contractor.

IV-6 REVENUE AND BILLING

Under the contract, the Commonwealth will not pay for services and equipment that will be needed to meet the requirements of this RFP. Rather, the contract will afford the Contractor the opportunity to set prices and retain the revenue from the sale of the official Code, Code Reporter and Bulletin products to the general public and state agencies, other than listed in Item IV-2. The Commonwealth cannot guarantee numbers of subscriptions over the term of the contract. For information purposes only, Exhibits 18 and 19 show historical data relating to sales of the official Code, Code Reporter and Bulletin. Presentation of the historical data should not be construed as a prediction of future sales.

From time to time technological advancements may present opportunities for:

- a. Providing services that will enhance production.
- b. Expanding the ways the public may access the publications.
- c. Expanding the ways agencies may access their documents.

Under the circumstances additional provisions may be negotiated to meet these goals.

Under the existing contract, subscriptions have one of 12 possible monthly anniversary dates, depending on when a subscription was entered. The current Contractor maintains an escrow account that tracks each month's passage (and thus payment) for each subscription.

Under the new contract, the new Contractor will fulfill the balance of the subscription periods before billing the subscription anew. The new Contractor will receive a commensurate amount at the existing rate from the escrow account to cover that expense.

Example: A Bulletin subscription is entered in January 2001 for a 12-month period. The amount received is \$82. On July 1, a new Contractor begins. The new Contractor provides 6 months of service and receives \$41 from the escrow account. In January 2002, the new Contractor bills for a full year under the new rate.

Similarly, under this contract the Contractor will maintain an escrow account and transfer any amounts for unfulfilled subscriptions to the succeeding Contractor at the end of this contract.

IV-7 CONTRACT REQUIREMENTS—DISADVANTAGED BUSINESS PARTICIPATION AND ENTERPRISE ZONE SMALL BUSINESS PARTICIPATION

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

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

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

The selected Contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small

Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected Contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating “No activity in this quarter.”

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

IV-8 ADDITIONAL PROVISIONS

a. *Invoices*

Invoices relating to any Commonwealth purchases of products or services shall be prepared in six copies (an original plus five copies) and shall be submitted to the Bureau for approval and processing for payment.

b. *Editorial Control and Reproduction Rights*

The Bureau retains editorial control over the contents of the Bulletin, Code and Code Reporter. The right of editorial control extends to pages prepared from copy submitted by the Bureau and to pages compiled by the Contractor.

The Contractor may not display a trademark, service mark, business name or logo on a page without the written consent of the Bureau.

The Contractor may not reproduce a portion of the Code, Code Reporter or Bulletin, reproduce an address label, or use the name “Pennsylvania Bulletin,” “Pennsylvania Code” or the like for any commercial purpose without written consent of the Bureau. The Contractor may not duplicate, use, sell, assign, or allow any person other than the Bureau to use storage media created to comply with the contract without written consent of the Bureau. If the Contractor subcontracts a portion of the work, the Contractor shall require each subcontractor to agree to these provisions.

The Bureau may copy and use any storage media or related documentation that the Contractor has prepared to comply with the contract.

c. *Force Majeure*

Force majeure shall not be a defense to the liquidated damages clause. The publications are the official publications of the Commonwealth, are required during times of public emergency and have always appeared as scheduled, notwithstanding strikes, great floods, nuclear accidents, etc. The Contractor shall at all times maintain adequate contingency plans to assure absolute continuity of publication.

See also I-9, Standard Contract Terms and Conditions.

d. *Liquidated Damages*

Delivery dates for the production and distribution of the Bulletin and Code Reporter in all forms are of the essence of this RFP.

If the Contractor fails to meet the scheduled mailing date or the scheduled World Wide Web site access date for the distribution of the Bulletin and Code Reporter, the Commonwealth shall be entitled to \$1,000 per day for each calendar day of delay beyond the scheduled date as liquidated damages. The scheduled mailing date or World Wide Web site access date for the distribution of the Bulletin and Code Reporter may be modified for the purposes of applying this liquidated damages provision under the following circumstances:

1. The Bureau specifies in writing a later date, in which event such later date will become the scheduled delivery date or World Wide Web sites access date for applying the liquidated damages provision.
2. The Contractor meets the scheduled date for the delivery of page proofs to the Bureau, but the Bureau fails to meet the schedule for returning page proofs to the Contractor, in which event the scheduled date for mailing or World Wide Web site access date will be extended by the number of days that the Bureau failed to meet its delivery schedule.

Notwithstanding anything to the contrary herein, the liquidated damages provision shall not apply to the Code Reporter until the cumulative number of working days of delay beyond the scheduled or modified scheduled date, as the case may be, for the distribution of each Code Reporter exceeds 12 calendar days aggregate during the first six scheduled issues of the Reporter.

The Contractor shall be liable for liquidated damages under both this section and subsection C of IV-4.

The Contractor shall be responsible for the complete confidentiality of the text of documents delivered to it until the documents have been filed for public inspection by the Bureau, or until the edition of the Code, Code Reporter or Bulletin is deposited in the United States mail for distribution, whichever is earlier. The Commonwealth shall be entitled to liquidated damages in the amount of \$5,000 for each and every default relating to confidentiality.

APPENDIX A. COST INFORMATION SHEET

PRICE SCHEDULE

ALTERNATIVE 1

Vendors must include in their proposals a price list for all mediums of the Code, Code Reporter and Bulletin intended to be sold or marketed. If the Vendor is proposing more than one Code page size with appropriately sized binders, the Vendor must submit separate pricing schedules for each proposed page size. The Vendor should copy and complete this pricing schedule for each page size format chosen.

State Code page size with appropriately sized binders. _____

State number of volumes proposed in full-set Code
(number of binders to be filled). _____

Cost quoted herein must include all shipping, handling and postage fees.

(1) Price for full-set Code, all binders, pages
supplementation for one year after initial
purchase, includes Master Index and Finding
Aids. _____

(2) Price for full-set Code, hard copy (printed
page) supplementation service for each
year following initial purchase year. _____

(3) Prices for individual units of the Code, necessary
binders, pages, supplementation service for one
year after initial purchase, includes Title Index if a
title is purchased. "Units" may follow the present
"by title" option or another choice of the Vendor.
In any case the Vendor must identify each unit and
include a price for each unit. (see Form 1)

(4) Prices for update service for individual units of the
Code for one year following initial purchase year.
Again the Vendor must identify each unit and
include a price for each unit. (see Form 1)

(5) Price for hard copy (printed page) Bulletin for
one year _____

(6) Price for one Bulletin issue. _____

- | | | |
|------|--|----------------------------------|
| (7) | Describe the discount rate, if any, to governmental subscribers for official Code and Bulletin and its amount. | Prepare attachment for this item |
| (8) | Describe the method by which pamphlets or booklets would be charged if ordered by agencies. | (see Form 2) |
| (9) | Describe your pricing methodology and availability of the Code database to other parties. | Prepare attachment for this item |
| (10) | Describe any other pricing policies and schedules to be implemented. | Prepare attachment for this item |

As of the date of this RFP, the Commonwealth purchases large numbers of Bulletin subscriptions (approximately 4,200), full Code subscriptions (over 229), and individual Title Code subscriptions (over 770). Vendors may elect to offer:

- (1) A discount rate for these subscriptions.
- (2) Free subscriptions.
- (3) Other approaches that would reduce the total cost of the contract to the Commonwealth.

ALTERNATIVE 2

Contract is to be bid without using the cost information sheet. All revenue from publications belongs to the successful bidder.

INDIVIDUAL TITLE SUBSCRIPTION AVAILABILITY

Form 1

Title	Subject	New Sub.	Renewal Sub.	Title	Subject	New Sub.	Renewal Sub.
1	General Provisions	_____	_____	49	Professional and Voc. Standards	_____	_____
4	Administration	_____	_____	51	Public Officers	_____	_____
6	Aging	_____	_____	52	Public Utilities	_____	_____
7	Agriculture	_____	_____	55	Public Welfare	_____	_____
10	Banks and Banking	_____	_____	58	Recreation	_____	_____
12	Commerce, Trade and Local Government	_____	_____	61	Revenue	_____	_____
13	Commerce and Trade	_____	_____	64	Securities	_____	_____
16	Community Affairs	_____	_____	67	Transportation	_____	_____
17	Conservation and Natural Resources	_____	_____	70	Weights, Measures and Standards	_____	_____
19	Corporations and Business Associations	_____	_____	101	General Assembly	_____	_____
22	Education	_____	_____	104	Senate of Pennsylvania	_____	_____
25	Environmental Protection (complete title)	_____	_____	107	House of Rep. of Pennsylvania	_____	_____
28	Health and Safety	_____	_____	200	All Court Rules	_____	_____
31	Insurance	_____	_____	201	Rules of Judicial Administration	_____	_____
34	Labor and Industry	_____	_____	204	Judicial System General Provisions	_____	_____
37	Law	_____	_____	210	Appellate Procedure	_____	_____
40	Liquor	_____	_____	231	Rules of Civil Procedure	_____	_____
43	Military Affairs	_____	_____	234	Rules of Criminal Procedure	_____	_____
46	Museums and Archives	_____	_____	237	Juvenile Rules	_____	_____
				246	Minor Court Civil Rules	_____	_____

Title	Subject	New Sub.	Renewal Sub.	Title	Subject	New Sub.	Renewal Sub.
300	All Home Rule Charters	_____	_____	338	Lebanon County Home Rule Charters	_____	_____
302	Allegheny County Rule Charters	_____	_____	339	Lehigh County Home Rule Charters	_____	_____
306	Berks County Home Rule Charters	_____	_____	340	Luzerne County Home Rule Charters	_____	_____
307	Blair County Home Rule Charters	_____	_____	343	Mercer County Home Rule Charters	_____	_____
309	Bucks County Home Rule Charters	_____	_____	346	Montgomery County Home Rule Charters	_____	_____
311	Cambria County Home Rule Charters	_____	_____	348	Northampton Home Rule Charters	_____	_____
314	Centre County Home Rule Charters	_____	_____	351	Philadelphia County Home Rule Charters	_____	_____
315	Chester County Home Rule Charters	_____	_____	361	Venango County Home Rule Charters	_____	_____
317	Clearfield County Home Rule Charters	_____	_____	362	Warren County Home Rule Charters	_____	_____
320	Crawford County Home Rule Charters	_____	_____	363	Washington County Home Rule Charters	_____	_____
323	Delaware County Home Rule Charters	_____	_____	365	Westmoreland County Home Rule Charters	_____	_____
324	Elk County Home Rule Charters	_____	_____		Combination Titles 1 and 4	_____	_____
325	Erie County Home Rule Charters	_____	_____		Master Index (Individual; ordered separately; not as part of a title order)	_____	_____
335	Lackawanna County Home Rule Charters	_____	_____				

PAMPHLET PRINTING FOR STATE AGENCIES

Form 2

DESCRIPTION	UNIT PROPOSAL PRICE
Pamphlet Printing and Binding	
(1) Printing Price per 1,000 copies 32-page signature..... 24-page signature..... 16-page signature..... 8-page signature..... 4-page signature.....	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
(2) Binding price per 1,000 books, cover to count as 4 pages (printing for pamphlets).....	\$ _____
(3) Saddle-stitch binding, 2 staples per book, maximum size 128 pages.....	\$ _____
(4) Perfect binding with milled back and glued cover, maximum size 320 pages.....	\$ _____

PRODUCTION COST SCHEDULE

Attach a detailed description of the cost assumptions and methodologies used to develop the purchase and annual subscription prices established in the firm's Pricing Schedule of this Proposal Form. Clearly label each page as "PRODUCTION COST SCHEDULE, PAGE ____ OF ____." This description may include, but not be limited to, the following: price per page, price per divider, and price per binder as well as the costs of labor, materials and marketing. Any costs allocated to overhead must be delegated to specific area, such as: amortization, personnel, research and development, purchase/lease and installation and maintenance costs for software and hardware, etc.

Note: The information provided in the PRODUCTION COST SCHEDULE WILL NOT be used for proposal evaluation purposes. However, it will be the basis upon which any future request for a price increase will be reviewed should the firm become the successful Contractor. Therefore, it is important to be as specific and detailed as possible.

PRICE INCREASES

The Contractor may not increase pricing without the written consent of the Department. Written requests from the Contractor must be received by the Department by November 1 at the latest, for proposed increases to become effective on January 1 of the following year. Requests shall be limited to one per calendar year and shall include documentation sufficient to demonstrate a need for the requested price change or changes. Price increases will only be allowed to cover actual, demonstrated cost increases and WILL NOT be approved because the original proposal was too low to cover costs.

Proposals shall include a Production Cost Schedule sufficiently detailed to explain the cost assumptions and methodologies used to develop all prices established in the Pricing Schedule. The Production Cost Schedule will not be reviewed for proposal evaluation purposes; it will be used solely as the basis to review any future request to increase prices in the event the proposer becomes the Contractor. Therefore, it is imperative that the Production Cost Schedule be as thorough and complete as possible, to provide a clear description of the cost assumption used in developing the Pricing Schedule.

APPENDIX B. PROPOSAL SIGNATURE PAGE

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

REQUEST FOR PROPOSAL RESPONSE
RFP# _____

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

Submittal Attached:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

Signature of an official authorized to bind the Company
to the provisions contained in this submittal

Printed Name:
Title:

APPENDIX C. DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

Each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States. Those who propose to perform a portion of the direct labor outside of the United States will receive a correspondingly smaller score for this criterion.

In order to be eligible for any consideration for this criterion, Offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the Offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, (“Contractor”) located at _____

_____, 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

_____ 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. Please identify the direct labor performed under the contract that will be performed outside the United States:

[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

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

Subject: PA Code and Bulletin – Extending Bid Opening
Date to 12/14/2006
Bid Number: CN00023519
Opening Date/Time: 11/30/2006
Flyer: #1

To All Bidders:

The Commonwealth of Pennsylvania, Department of General Services, has opted to extend the Bid Opening Date and Time from November 30, 2006 @ 4 pm to December 14, 2006 @ 4 pm.

Attach this flyer to the original copy of your invitation bid proposal. Failure to do so may result in bid disqualification. If you have already returned the original bid, return this flyer with your instructions, annotated or a cover memo attached, to:

Except as clarified and amended by this flyer, the terms, conditions, specifications, and instructions of the invitation to bid and any previous flyers, remain as originally written.

**Any questions concerning this bid direct to:
Mary Jane Phelps 717-783-1530**

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

Subject: PA Code and Bulletin – Addenda
Bid Number: CN00023519
Opening Date/Time: 12/14/2006
Flyer: #2

To All Bidders:

The Legislative Reference Bureau has made the following changes to the above referenced RFP, they are as stated below:

ADDENDA

The following are changes to RFPCN00023519 (PA Code and Bulletin):

1) On page 32, IV-2g (relating to Availability of Code), replace the existing text with the following:

g. *Availability of Code*

The Code is currently available from the Bureau on CD in SGML format. The successful bidder shall make the Code available to the Bureau on CD in XML format.

2) On page 39, IV-4f (relating to Printing), replace the reference to “XML” in the first sentence with “HTML.”

f. *Printing*

Viewing and downloading shall be offered in the user's choice of HTML or PDF. PDF documents shall be identical in format and substance to the official print versions. A person who accesses the World Wide Web site for the Code should be able to print a single section, a subchapter or an entire chapter with one command.

Attach this flyer to the original copy of your invitation bid proposal. Failure to do so may result in bid disqualification. If you have already returned the original bid, return this flyer with your instructions, annotated or a cover memo attached, to:

Except as clarified and amended by this flyer, the terms, conditions, specifications, and instructions of the invitation to bid and any previous flyers, remain as originally written.

**Any questions concerning this bid direct to:
Mary Jane Phelps 717-783-1530**

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

Subject: PA Code and Bulletin
Posting of Questions and Answers
Bid Number: CN00023519
Opening Date/Time: 12/14/2006
Flyer: #3

To All Bidders:

The Legislative Reference Bureau has made the following changes to the above referenced RFP, they are as below:

The following are changes to RFPCN00023519 (PA Code and Bulletin):

Questions and answers will be posted as part of the above referenced RFP and should therefore be submitted as part of your bid package to acknowledge receipt of.

Attach this flyer to the original copy of your invitation bid proposal. Failure to do so may result in bid disqualification. If you have already returned the original bid, return this flyer with your instructions, annotated or a cover memo attached, to:

Except as clarified and amended by this flyer, the terms, conditions, specifications, and instructions of the invitation to bid and any previous flyers, remain as originally written.

**Any questions concerning this bid direct to:
Mary Jane Phelps 717-783-1530**

1. **Section I-6** states labels are enclosed to ensure proper identification of our proposal. We did not receive any such labels upon receipt of the RFP. Please advise how we may receive some labels.

Please disregard label requirements per DGS.

2. **Section I-6** identifies three parts that the proposal shall include: a. Technical portion, b. Cost information, and c. Disadvantaged Business submittal. Please advise us as to what requirements must fall into the Technical portion.

Technical requirements may be found in Part II, pages 14-16 (Tabs 1-5).

3. **Section I-6 and II-8** stress that the three parts must be separately sealed. Can the sealed parts (Technical, Cost, Disadvantaged Business submittal) be placed in the same box for shipping?

Yes.

4. **Section I-7** states that proposals must be submitted as 1 original and 9 copies. **Section II-7(a) 4** states "The Offeror is required to submit only one copy of its Disadvantaged Business Submittal." Please clarify how many copies of the Disadvantaged Business Submittal we should provide.

One copy of the Disadvantaged Business Submittal included with the original proposal will be sufficient.

5. **Section II-7(a) Disadvantaged Business Information and (b) Enterprise Zone Small Business Participation.** We are committed to contracting with small businesses for a variety of services. This particular bid, however, we have the capability to perform all functions "in-house". For this reason, is it possible to claim a waiver to these two requirements?

Subcontracting need not be done. If subcontracting is done, credit will apply.

6. **Section IV-2 (a)** states that the "Contractor will have a maximum of five calendar weeks from publication of the document in the Bulletin in which to compose and print each monthly supplement." The next sentence follows: "The last Bulletin in a Code Supplement cycle will require Code page proofs to be delivered to the Bureau in less than on week publication of that Bulletin". Is our understanding correct in that there will be less than a week to integrate the Bulletin into the Code Reporter?

Yes. For example, during our current cycle, the current contractor must have Code page proofs to our office by 11/22/06 from the Bulletin issue of 11/18/06.

7. **Section IV-2 (a)** states that agencies may also request specialty booklets or pamphlets of specific chapters of rules for distribution to regulated parties. How many requests have there been for such requests annually for the past three years (2003, 2004, 2005)? How many total pages were printed in those years?

We do not have this information. You may contact the current contractor to request this information.

8. **Section IV-2(f) 12 All titles – Subject Indexes.** This section states that Indexes shall conform as to form and completeness to Guidelines for Indexes and Related Information Retrieval Methods, 1997 Edition, NISO TR-02. Would this allow us to change the style of the cross references to accommodate our internal system requirements? Would we be able to change the inclusive citations to an "et seq." or sequential reference to assure the validity and accuracy of the citation, avoiding incorrect end cites in the inclusive citation?

No, we would prefer the style remain the same for consistency. No, our drafting custom is not to use "et seq."

9. *With respect to the Indexes: In what format will the vendor receive the current data? Can the successful vendor get the existing data files?*

SGML. Yes.

10. *In addition, we note that there is special sequential pagination on the bottom of the loose-leaf pages. Is this done systematically or manually?*

The provision requires the vendor to provide sequential pagination. The method used is discretionary.

11. **Section IV-3(h). Publication Schedule.** Please clarify the meaning that the "Contractor may effect...deposit in ...Harrisburg, Philadelphia or Pittsburgh, Pennsylvania as the Contractor may elect, or at such other Pennsylvania post office as the Bureau may in its discretion approve on the recommendation of the Contractor." Is it possible for the vendor to deposit issues of the Bulletin in a United States Post Office which is located outside the state of Pennsylvania?

No. The Bulletin must be deposited in Pennsylvania.

12. **Section IV-4 (a)** states that the "complete text of the Code must be available on the site". In order to maintain the value of this contract, we are assuming that the unannotated version of the Code would be displayed on the website. Is this a correct assumption?

No. The annotated version appears on the website as it reflects the printed version.

13. **Section IV-5.** *Our understanding is that the successful vendor will be provided a subscription list. What file format will this list be in?*

Relational Database (DB 2).

14. **Exhibit 17** *provides current price information for the Code. Could you please provide historical pricing for the past 5 years (2001-2005)?*

Pricing has remained the same for the past 5 years.

15. **Exhibits 18 and 19** *provided a number of subscribers to the Code and Bulletin. Could you please provide this similar subscriber information for the past five years (2001-2005)?*

Pennsylvania Code and Pennsylvania Bulletin July 2000 through June 2005					
	7/00 through 6/01	7/01 through 2/02	7/02 through 6/03	7/03 through 6/04	7/04 through 6/05
Individual Titles Total	3,819	3,526	3,286	3,101	2,916
Full Code	616	570	544	508	486
Bulletin	9,172	7,601	7,601	6,991	6,580

16. *Could you please send to my attention a representative sample of the code in electronic format?*

To see a sample of the Code in HTML, go to the Code website, click on a section, hit "view," then "source."

17. *We received an email from a business entity, Imprints Unlimited, Inc indicating their interest in providing printing services. Does this business currently do the printing for the Bulletin and or the Code Reporter?*

No. Pursuant to Part I, I-19 (relating to Contract Award/Subcontracting) printing may not be subcontracted.

18. *On page 26: Please specify what type of binders are currently used (number of rings, etc.).*

The binder is a 5-ring top locking mechanism; it has a round back with die-cut window, sheet lifters, 9 ½ inch metal ring , and steel back plate on spine. Vendors are welcome to review published materials on display in our office.

19. *On Page 26: Please clarify the meaning of divider pages: Are these tabs or just sheets. Are they of a different paper stock? How many divider pages are there in the Code?*

The divider pages are card stock with tabs. There are 327 divider tabs in the Code.

20. *On Page 29: Does the Bureau need to approve/proof read the Notes of Decisions/headings before publication?*

The Bureau sends all Code page proofs to the agencies for review and approval. The Bureau approves agency changes before publication.

21. *On Page 29: Access to online legal research. Please specify the estimated number of users in the Code Office that need access?*

At least one.

22. *On Page 30: For the purpose of generating case notes, is it necessary to read the case opinions from the print advance sheets, or would it be acceptable to read them as soon as they are available electronically on a system for online legal research (which is generally earlier than they are available in the print advances)?*

It would be acceptable to read them as soon as they are available electronically; however, they would need to be cited to the paper versions prior to Code publication.

23. *On Page 31: Does the Bureau need to approve the Finding Aids material before publication?*

Yes.

24. *On page 32: It is indicated that the bulletin is published weekly; please confirm whether that equals 52 issues in a calendar year or whether there are weeks during which the Bulletin is not published*

The Bulletin is published every Saturday of the year.

25. *On page 33: There is a mention of a Quarterly Index to the Bulletin – please confirm whether the general printing specifications are the same as for the bulletin (trim size, paper stock...). Also, please indicate the page counts for the last eight editions of the quarterly index.*

General printing specifications are the same. Page counts are as follows: 2004-258 pps. 2005-212 pps. 2006 (to date)-172 pps.

26. *On Page 34: If the camera-ready material is being supplied electronically, in what format or platform will the material be provided - Adobe PDF (Portable Document Files) or Microsoft Word or WordPerfect, etc? If the material is provided in MS Word, will any coding/styles be applied?*

Materials are submitted in a variety of formats. MS Word is the most common, but there is no standard.

27. *On Page 36; It is indicated that the run size for the Bulletin is 7800 but according to Exhibit 18, there are 5932 subscriptions. Does the balance go into inventory or is there a bulk shipment to a particular state agency?*

Both. The print run size fluctuates throughout a year by as much as 1,000 copies depending on the number of Bulletin subscriptions. The print run is based on subscriptions plus inventory.

28. *On Page 36: It is indicated that the binding method is either perfect binding or saddle stitching. Would it be acceptable to the State if perfect binding were to be used throughout?*

Yes.

29. *On Page 36: Contractor must turn over proofs to Bureau within three days of receiving copy on a rolling basis. What is turnover time for check of proof and release of finalized documents to Contractor by the Bureau?*

It varies. The Bureau has until 4 PM on Day 14 to release document proofs.

30. *On Page 37: As regards they schedule, please confirm that no additional material is added to the Bulletin after 4 p.m. on Day 9?*

This can not be confirmed. Sometimes, emergencies arise or corrections have to be made after 4 PM on Day 9 (Friday). The current contractor has remained flexible regarding adding short documents the following week.

31. *On Page 38: Is Word, PDF, or FTP an agreeable format for the Annual Compilation/Weekly Diskette to the Bureau for the Bulletin? (p. 38)*

A text document or a Word file is acceptable.

32. *On Page 51: As regards the submission of Production Cost Schedule/Price Increases, would the state be open to using a standardized approach to price increases based on the U.S. Department of Labor's Producer Price Index for technical, scientific and professional book publishing instead? This method which is used in many state publishing contracts ensures that costs and prices develop in line with the industry as a whole rather than an individual*

company. Also, this type information about cost structures is highly sensitive for any company from a competitive point of view and given the fact section I-14 makes clear that the contents of the proposal cannot be kept confidential.

Yes.

33. *On exhibits 17 and 18: Does the current contractor offer any discounts to state agencies?*

Yes. 15 %.

Indexing

34. *Is the Master Index replaced in full each year?*

Yes.

35. *Is further supplementing of the MI preferable, such as a mid-year replacement?*

Not necessarily.

36. *Is replacing a title index in full an acceptable manner of supplementing title indexes?*

Yes.

37. *Is it acceptable to only update the title indexes that are affected in any month?*

Yes. The Bureau has been flexible and has not required updates for minor amendments.

General Questions.

38. *Samples: In order to correctly assess this opportunity we like to request samples of the following data sources:*

a. *Data sample of Xml data for PA Code (p.32)*

Please see the Addenda (Flyer #2) from DGS-the Code is not available in XML. To see a sample of HTML, go to the Code website, click on a section, hit "view," then "source."

b. *Data sample of Html data for Bulletin (p. 35)*

Go to Bulletin website and follow procedures above.

- c. *Data samples of examples of different electronic data from agencies (including graphs, tables, maps) (p. 34)*

The Bureau receives a variety of data in various forms. Word is most widely used.

- d. *Data samples of examples of “electronic storage media” of existing Notes to Decisions, Finding Aids, etc. (p. 29)*

Go to Code website and follow procedures above.

- e. *Example of camera ready data (p.34)*

This material would be scanned. Please inform us if you would like us to fax a sample.

- f. *Data sample of manuscript data on Diskette by Bureau for Bulletin data (p. 33)*

Again, these are in various formats, mostly Word. We will e-mail you a sample shortly.

39. *Is the PA Code xml data which will be provided to the Contractor parsing to a DTD or schema? If so, would it be possible to receive a sample of the DTD or schema and corresponding data?*

Please refer to Flyer # 2-Addenda to RFP.

40. *Does the xml output that Contractor will provide to the Bureau on a monthly basis need to conform to the format received?*

Please refer to Flyer #2-Addenda to RFP.

41. *Is the archive PA code xml data in the same format at the current PA code xml data?*

Please refer to Flyer #2-Addenda to RFP.