

REQUEST FOR PROPOSALS FOR

“WINE AND SPIRITS QUARTERLY PUBLICATION (REBID)”

ISSUING OFFICE

**PENNSYLVANIA LIQUOR CONTROL BOARD
PURCHASING AND CONTRACT ADMINISTRATION DIVISION
ROOM 413, NORTHWEST OFFICE BUILDING
HARRISBURG, PENNSYLVANIA 17124**

RFP NUMBER 20101019

DATE OF ISSUANCE

OCTOBER 28, 2010

**REQUEST FOR PROPOSALS FOR
“WINE AND SPIRITS QUARTERLY PUBLICATION (REBID)”**

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

Activity	Responsibility	Date
Deadline to submit questions via email to beward@state.pa.us .	Potential Offerors	1:00 PM 11/5/10
Pre-proposal Conference will be held in Room 117, Pennsylvania Liquor Control Board, Northwest Office Building, 910 Capital Street, Harrisburg, PA 17124.	Issuing Office/Potential Offerors	10:30 AM 11/9/10
Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.	Issuing Office	11/16/10
Please monitor website for all communications regarding the RFP.	Potential Offerors	Regularly until proposal due date
Sealed proposal must be received by the Issuing Office at the Pennsylvania Liquor Control Board, Purchasing and Contract Administration Division, Room 413 Northwest Office Building, Harrisburg, PA 17124.	Offerors	1:30 PM 11/24/10

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the Pennsylvania Liquor Control Board’s (PLCB) consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for “*Wine and Spirits Quarterly Publication (Rebid)*” (“Project”).

I-2. Issuing Office. The PLCB (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Beverly Ward, Purchasing and Contract Administration Division, Room 413 Northwest Office Building, Harrisburg, PA 17124, beward@state.pa.us, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The PLCB is responsible for the sale and control of alcoholic beverages throughout the Commonwealth of Pennsylvania. As part of that responsibility, the PLCB operates approximately 620 retail wine and spirits stores. The PLCB has embarked on and is currently executing numerous initiatives to become a world-class retailer of wines and spirits. Over the past year, the PLCB has launched a new retail design and retail website to align with the rebranding efforts of the agency. The PLCB has also launched the first PRONTO wine kiosks in the country. It is the intent of the PLCB to align its publications with the rebranding initiatives. Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a no cost contract containing the Standard Contract Terms and Conditions as shown in **Appendix A** and available at http://www.dgsweb.state.pa.us/comod/CurrentForms/STD274_SAP.doc. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible, and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal Conference as specified in the Calendar of Events. The purpose of this conference is to provide an opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to two (2) individuals per Offeror. The Pre-proposal Conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website and on the PLCB's website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is optional.

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP 20101019 Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS and PLCB websites by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS and PLCB websites are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS and PLCB websites for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us> and on the PLCB's website at http://www.lcb.state.pa.us/portal/server.pt/community/bid_opportunities/19114. It is the Offeror's responsibility to periodically check the websites for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the websites as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise

notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **twelve (12) paper copies of the Technical Submittal and two (2) paper copies of the Disadvantaged Business Submittal**. In addition to the paper copies of the proposal, Offerors shall submit two **complete and exact** copies of the entire proposal (Technical, Cost and Disadvantaged Business Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant.

An official authorized to bind the Offeror to its provisions must sign the proposal. If a Corporation, the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer or Chief Operating Officer must sign. If one of the Officers is not available, a resolution must be included. For a sole proprietorship, the owner must sign. For a partnership, one partner needs to sign. For a Limited Partnership, a general partner must sign. For a Limited Liability Company (LLC), only one member needs to sign. If it is, a manager-based LLC, then a manager must sign. For a Municipality, Authority, or other entity, a Corporate Signatory Delegation Authorization resolution must be included (**Appendix J**). If the official signs the Proposal Cover Sheet (**Appendix I** to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met.

For this RFP, the proposal must remain valid for 120 days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

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

I-13. Disadvantaged Business Information. The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

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

- A. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
- B. United States Small Business Administration certified 8(a) small disadvantaged business concerns.
- C. Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

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

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

Questions regarding this Program can be directed to:

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

A database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx>. The federal vendor database can be accessed at <https://www.bpn.gov/ccr/default.aspx> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I-14. Information Concerning Small Businesses in Enterprise Zones. The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is

physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

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

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

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

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

I-15. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. The proposal should be numbered for ease of reference. The proposal should also include the federal identification number (or social security number if company does not have a federal identification number) for the prime Offeror and all subcontractors.

I-16. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-17. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-18. Prime Contractor Responsibilities. The contract will require the Selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the Selected Offeror to be the sole point of contact with regard to contractual matters.

I-19. Proposal Contents.

- A. Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection C. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-20. Best and Final Offers. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following:

- A.** Schedule oral presentations;
- B.** Request revised proposals; and
- C.** Enter into pre-selection negotiations.

The Issuing Office will limit any discussions to responsible Offerors (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in **Part III, Section III-4**, shall also be used to evaluate the best and final offers. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through negotiations, including the online auction.

I-21. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-22. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-23. Debriefing Conferences. Offerors whose proposals are not selected will be notified of the name of the Selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

I-24. Issuing Office Participation. Offerors shall provide all services, facilities, supplies, equipment, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-24**. The PLCB will approve editorial content and advertising listing. The PLCB will also provide project management, direction and brand guidelines.

I-24. Term of Contract. The term of the contract will be twenty-four (24) months (2 years) from the Effective Date. PLCB's Contracting Officer may renew the contract incrementally or in one step, for a period of up to ninety-six (96) months by written notification to the Selected Offeror. These renewal options may consist of four (4) two (2)-year options. PLCB's Contracting Officer may also extend this contract incrementally or in one step, for a period of up to three (3) months, by written notification to the Selected Offeror. The Issuing Office will fix the Effective Date after the contract has been fully executed by the Selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Selected Offeror shall not start the performance of any work prior to the Effective Date of the contract.

I-25. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential Offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the Selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-26. Notification of Selection. The Issuing Office will notify the Selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

I-27. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

I-28. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **two** separately sealed submittals:

- A. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8**; and
- B. Submittal, in response to RFP **Part II, Section II-9**.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

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

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach. The work plan should also include, but not be limited to, recommendations for the method of printing, method of typesetting, number of colors, method of binding, etc. Include a detailed approach as to the nature of general information and editorial content which will be included in the printed publications, as well as a description as to advertising layout and content. Also include a percentage of advertising, editorial copy, and product price list information per issue. A minimum of seventy-five percent (75%) of the advertisements should be for wine and/or spirits.

II-4. Prior Experience. Include specific organizational operating experience with emphasis on producing publications in general and experience, if any, in providing wine/spirits price list publications. Include examples of editorial and general information content of such prior publications. All Offerors must present examples of current or past work showcasing the ability to follow specific art guidelines. List any current contracts with the PLCB and/or any other parties that may present a conflict of interest. If there are none, provide a statement to that effect. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. **At least three (3) studies or projects should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.**

II-5. Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel (project manager, editor, publisher, staff writers, art director), include the employee's name and, through a resume or similar document, the Project personnel's education and experience in producing and designing publications. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform. Indicate the number of non-managerial employees who will be engaged in the work. Indicate whether non-management employees will be affiliated with any labor organization(s). If so, identify the organization(s), indicate the status of the relationship between your company and the organization(s) and provide copies of any pertinent agreements with the organization(s).

II-6. Training. If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. The three (3) most current financial documents such as audited financial statements or recent tax returns will be acceptable to the Commonwealth.

II-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions it would like to negotiate and what additional terms and conditions the Offeror would like to add to the contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions. All terms and conditions must appear in one integrated contract. The Issuing Office

will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal on the basis of the terms and conditions contained in the RFP. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions **or to other provisions of the RFP.**

II-9. 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)** A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.
 - b)** 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) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
 - c)** Businesses, which assert that they meet the U.S. Small Business Administration criteria for designation as a small disadvantaged business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such businesses must also submit proof of United States citizenship, and provide any relevant small disadvantaged business certifications by other certifying entities.
 - d)** All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must attest to the fact that the business has no more than 100 full-time or full-time equivalent employees.
 - e)** All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration 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. All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:
 - 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) Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
 - b) Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:
 - i. The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
 - ii. A copy of the joint venture agreement signed by all parties.
 - iii. The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.
 - c) *All* Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to

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 no more than 100 full-time or full-time equivalent 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 total cost amount submitted in the Offeror's cost proposal and 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 timeframe 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 timeframe for performing the services.

II-10. Cost Submittal. There will be no cost data required for this proposal. Resulting contracts will be at no cost to the PLCB.

The Selected Offeror shall not complete any work associated with this RFP until the Issuing Officer has issued a Notice to Proceed.

II.11 Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix F** 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 Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors. The Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

III-4. Criteria for Selection. The following criteria will be used in evaluating each proposal. In order for a proposal to be considered for selection for best and final offers or selection for contract negotiations, the total score for the technical submittal of the proposal must be greater than or equal to 70% of the highest scoring technical submittal.

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as 85% of the total points. Evaluation will be based upon the following in order of importance:

1. **Soundness of Approach.** Emphasis here is on the techniques for creating, producing, and distributing publications, as well as the ability to obtain and retain appropriate advertisers. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in this RFP and if it appears to meet PLCB objectives.
2. ***Understanding the Problem.** This refers to the Offeror's understanding of PLCB's need to continue producing publications that not only showcase wines and spirits, but include editorial features.
3. ***Offeror Qualifications.** This refers to the ability of the Offeror to meet all requirements of the RFP, including delivery lead times, transportation capabilities, facilities, time constraint, quality, relevancy, and recency of projects completed by the Offeror. This also includes the Offeror's financial ability to undertake a project of this size.

4. **Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the project by the Offeror. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience in services similar to that described in this RFP. Particular emphasis is placed on the qualifications of the technical project manager.

* These items are of equal importance.

- B. Disadvantaged Business Participation:** BMWBO has established the weight for the Disadvantaged Business Participation criterion for this RFP as 15% of the total points. Evaluation will be based upon the following in order of priority:

Priority Rank 1 Proposals that are 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.

- C. Enterprise Zone Small Business Participation:** In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion is 3% of the total points for this RFP. The following options will be considered as part of the final criteria for selection:

Priority Rank 1 Proposals submitted by an Enterprise Zone Small Business will receive three percent bonus for this criterion.

- Priority Rank 2** Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two percent bonus for this criterion.
- Priority Rank 3** Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the one percent bonus 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.

- D. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum bonus points for this criterion is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

PART IV

WORK STATEMENT

IV-1 Objectives.

A. General. The PLCB is responsible for the sale and control of alcoholic beverages throughout the Commonwealth of Pennsylvania. As part of that responsibility, the PLCB operates approximately 620 retail wine and spirits stores. The PLCB has embarked on and is currently executing numerous initiatives to become a world-class retailer of wines and spirits. Over the past year, the PLCB has launched a new retail design and retail website to align with the rebranding efforts of the agency. The PLCB has also launched the first PRONTO wine kiosks in the country. It is the intent of the PLCB to align its publications with the rebranding initiatives.

The PLCB intends to provide its customers a Wine & Spirits quarterly lifestyle magazine, including the price list for products sold through PA Wine & Spirits Stores and its website, to inform readers about these products, showcase the services and expertise available in stores, and educate the consumer about trends in wines and spirits. The magazine will reflect the branding imagery, brand voice and customer-focused philosophy of PA Wine & Spirits stores and their retail website www.FineWineandGoodSpirits.com, and showcase the breadth of products available in stores and online as well as the expertise within the agency. The publication must be distributed to all PA Wine & Spirits stores.

B. Specific. The Selected Offeror will produce approximately 220,000 – 400,000 copies of the magazine four (4) times per year at no cost to the PLCB. A new product insert will be included in the Winter and Summer/Fall issues. The new product insert will reflect information, coupons, recipes, and pairings from the list of new products being introduced. Every issue will be hosted online by the Selected Offeror, with a link provided for posting on www.FineWineandGoodSpirits.com. The Selected Offeror is responsible for online hosting of all archived issues of the publication throughout the duration of the contract, with electronic versions being provided to the PLCB upon the conclusion of the contract. The new name of the magazine and the new item price insert will be given to the Selected Offeror after contract award.

IV-2 Nature and Scope of the Project. The Selected Offeror shall design, produce, edit, print, publish, and deliver a Wine & Spirits lifestyle magazine four times per year at no cost to the PLCB. This project will result in the successful completion of all tasks described in Section IV-4, Tasks. The Selected Offeror will be responsible for all the deliverables specified in that section.

IV-3 Requirements.

A. Personnel. The PLCB's Project Manager will approve/disapprove all personnel assigned to this project. The Selected Offeror shall not subcontract with any person or entity to perform all or any part of the work to be performed without the prior written consent of

PLCB's Contract Administrator. During the project period, personnel not previously identified in the Selected Offeror's technical proposal may only be substituted for another person or added to the team when approved in writing by PLCB's Project Manager.

B. Volume. The PLCB estimates that the Selected Offeror shall design, produce, edit, print, publish, and deliver approximately:

1. 220,000 to 320,000 copies of the Winter, Spring and Summer/Fall editions of the magazine; and
2. 320,000 to 400,000 copies of the Holiday edition of the magazine.

The distributions for the previous four Wine & Spirits Quarterly were as follows:

Holiday 2009 – 344,507
Winter 2010 – 234,961
Spring 2010 – 234,944
Summer/Fall 2010 – 233,743

The Selected Offeror shall work in conjunction with the PLCB to determine print quantities as they may be adjusted to minimize waste. It will be the responsibility of the PLCB to determine and maintain distribution numbers for each PA Wine & Spirits Store and forward those numbers to the Selected Offeror no later than fifteen (15) days prior to the publication print deadline.

B. Employees. All matters dealing with the health, welfare, and working conditions of the Selected Offeror's employees are the responsibility of the Selected Offeror. The Selected Offeror agrees to comply with all local, state, and federal regulations governing health, welfare, and occupational safety standards.

C. Succeeding Selected Offeror. The Selected Offeror will work with the succeeding Selected Offeror for a period of three (3) months prior to the expiration of the Selected Offeror's contract for knowledge transfer purposes.

D. Emergency Preparedness: To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

- a) Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
- b) Identify essential business functions and key employees (within your organization) necessary to carry them out
- c) Identify contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- d) Explain how your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- e) Explain how and when your emergency plan will be tested, and if the plan will be tested by a third-party.

IV-4 Tasks. The Selected Offeror shall be required to direct the overall image of the publication based on the branding guidelines of the PLCB. All PLCB branding content will be provided to the Selected Offeror. Technical proposals should include an example of current or past work showcasing the Offeror's ability to follow specific art guidelines.

The Selected Offeror will create the theme and overall articles within each quarterly publication. The Selected Offeror must create pdf versions of the publication and provide an advance copy to the PLCB's Project Manager for approval at least thirty (30) days before the publication print deadline. The PLCB will have final approval of any and all contents of the publication, including the contents of advertising contained in the publication. The PLCB reserves the right to use all images and content contained in the publication at no cost to the PLCB.

The PLCB's website, www.FineWineAndGoodSpirits.com will include a link to the digital version of the publication. It will be the responsibility of the Selected Offeror to host the publication on their server. The Selected Offeror will also provide a link from its home page to the publication site. The Selected Offeror's home page must work with all major web browsers and be compliant with the Americans with Disabilities Act. The Selected Offeror will distribute all publications free of charge to the PLCB and the PA Wine & Spirits Stores. The Selected Offeror will obtain promotions and coupon offerings from PLCB suppliers.

The Selected Offeror will gain revenue from the sales of advertising in the quarterly lifestyle magazine. Revenue is determined to be the amounts billed and collected on any advertising revenue appearing in any issue of a magazine. The PLCB will receive ten percent (10%) of all revenue collected in excess of six hundred thousand dollars (\$600,000.00). The PLCB will

receive twenty-five percent (25%) of all revenue collected in excess of one million dollars (\$1,000,000.00). The 25% collected shall be in addition to the 10% listed above.

The Selected Offeror shall publish a disclaimer declaring that any errors or misrepresentations are the responsibility of the Selected Offeror. A statement shall also be included on each publication that prices are subject to change by the PLCB without notice and that all items may not be available for sale in all PA Wine and Spirits Stores. All such language shall be pre-approved by the PLCB.

Quarterly Lifestyle Magazine: The Selected Offeror shall design, produce, edit, print, publish, and deliver a Wine & Spirits lifestyle magazine four (4) times per year. The PLCB will provide a name for the magazine to the Selected Offeror. The magazine shall be 8 ½” x 11” with a trim size of 8” x 10 7/8” using a four (4) color process on premium matte finish (not glossy) recycled content paper. The magazine must be at least .006 in weight and be coated, but not glossy. The magazine shall be perfect bound and be at least seventy-four (74) pages in length. Each issue shall contain product prices, advertisements, and editorial copy.

Editorial features should focus on information about wines and spirits; PLCB-sponsored events, entertaining at home; recipes; wine and spirits-related travel; food and wine pairing information, etc. Editorial features should include a quote from a PLCB employee who is an expert on the subject. Obtaining the quote will be coordinated through the PLCB Project Manager. All alcoholic beverages featured must be available for sale in Pennsylvania.

The Selected Offeror shall keep between three (3) and five (5) pages of each issue flexible for PLCB written content. The Selected Offeror shall also include a coupon page containing coupons that can only be redeemed in PA Wine & Spirits Stores. The coupon page does not need to be perforated. Dotted lines demarcating the individual coupons will be sufficient. The PLCB and the Selected Offeror shall determine the exact placement of the coupon page within the publication. The Selected Offeror shall also reserve one full page of advertising space for PLCB use. Each issue shall have www.FineWineandGoodSpirits.com listed on every other page with the exception of full ad pages. Each issue shall also include a full page calendar for each month that the publication is to cover. The calendar shall include dates for wine and spirits events throughout Pennsylvania.

Each issue shall include a price list of all regularly listed products. The price list will be in a .CSV (comma separated value) plain text format no smaller than 8-point type. The file for the publication will be placed on an internal PLCB password protected server. The Selected Offeror will be allowed access to retrieve the file. The prices will be printed in the order as determined by the PLCB.

The Selected Offeror shall be required to distribute the magazine to all PA Wine & Spirits Stores by the following deadlines annually:

Winter issue: January 10

Spring issue: April 1

Summer/Fall issue: July 20
Holiday issue: October 15

The first issue the Selected Offeror will be responsible for under the resulting contract will be the Summer/Fall issue.

Twice yearly, the Selected Offeror will include a new item price guide inserted into the quarterly publication. The insert must be bound into the spine of the publication. The Selected Offeror shall design, produce and edit the insert. A name for the insert will be provided to the Selected Offeror. The new item insert shall be approximately 8 ½" x 6" using premium matte finish (not glossy) recycled content paper. The PLCB will entertain different size options and will work with the Selected Offeror on their recommended size for the insert.

The new item insert should be approximately thirty (30) pages in length using one to two products per page. No advertisements will appear in the insert. The new item insert will only feature new items grouped appropriately with some editorial content based on the product(s), recipes, and food pairings. Each feature shall include a bottle shot, PLCB code number, and price. The new items featured should not include size extensions of existing brands.

Each new item must be highlighted appropriately in the price guide portion of the quarterly publication. The new item listed in the price guide shall also cross reference the page number of the new item on in the new item insert.

IV-5 Reports and Project Control.

- A. Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.
- B. Status Report.** A status report shall be a quarterly progress report covering activities, problems and recommendations. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office.
- D. Problem Identification Report.** An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale.
- E. Final Report.**
 - 1. Summarize the result of the service in terminology that will be meaningful to management and others generally familiar with the subject areas.
 - 2. Describe the techniques used during the service.

3. Summarize findings, conclusions and recommendations developed in each task.
4. Include all supporting documentation; e.g., flow-charts, forms, questionnaires, etc.

IV-6 Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the Selected Offeror 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 Offeror's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

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

The Selected Offeror 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 Offeror 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.

APPENDIX A

STANDARD CONTRACT TERMS AND CONDITIONS

The Standard Terms and Conditions may be accessed at the following link:
http://www.dgsweb.state.pa.us/comod/CurrentForms/STD274_SAP.doc.

The first sentence of Paragraph 3 under “Term of Contract” on Page 1 is changed as follows:
“The fully executed Contract shall contain ink signatures by the Commonwealth.”

References to payments do not apply to this project.

The Pennsylvania Liquor Control Board uses the Oracle system instead of SAP. The Selected Offeror, therefore, will be required to register with the PLCB's Supplier Unit. Registration information is available at the following link:

http://www.portal.state.pa.us/portal/server.pt/community/logistics/17480/supplier_registration/611701.

APPENDIX B

SPECIAL CONTRACT TERMS AND CONDITIONS

SPECIAL CONTRACT TERMS AND CONDITIONS

1. OFFICIALS NOT TO BENEFIT

No member of the General Assembly of the Commonwealth of Pennsylvania or any individual employed by the Commonwealth/PLCB on a full-time basis shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Contract if made with a corporation for the corporation's general benefit.

2. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain at its expense the following types of insurance issued by companies and evidenced by policies, both of which are acceptable to the PLCB and authorized to conduct such business under the laws of the PLCB:

Such policies shall be occurrence rather than claims-made policies and shall name the PLCB as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the PLCB, as an additional insured, against the insurance coverage in regard to work performed for the PLCB.

These certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or changed until at least thirty (30) days prior written notice has been given the PLCB. Copies of such notification shall be sent to the PLCB Contract Administrator.

CONTRACTOR also agrees to authorize any provider of insurance coverage required under this Contract, to notify the Contract Administrator of any notices or premiums due by sending a copy of such notice to the Contract Administrator. The PLCB reserves the right, in the event of any default by the CONTRACTOR on any premiums due hereunder, to cure said default and to deduct such premiums from any monies due the CONTRACTOR.

- a. Worker's compensation insurance for all of CONTRACTOR's employees and those of any subcontractor, engaged in work at the site of the project in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.
- b. Public Liability and Property Damage Insurance to protect the PLCB, CONTRACTOR, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage, which may arise out of the services performed under this Contract, whether such performance be by CONTRACTOR, by any subcontractor, or anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not to exceed one million dollars (\$1,000,000.00 for injury to or death of one person in a single occurrence and three million dollars (\$3,000,000.00) for injury to or death of more than one person in a single occurrence and five hundred thousand dollars (\$500,000.00) for a single occurrence of property damage. The insurance must

3. PERFORMANCE BOND

The Selected Offeror shall be required to submit a renewable performance bond other performance guarantee acceptable to the PLCB in the amount of ten thousand dollars (\$10,000.00) within ten (10) days after notification of selection for contract award. Documented evidence that surety can be furnished shall accompany the technical proposal. The bond shall be for one (1) year and shall be renewable on an annual basis for the term of the contract and any additional option years.

All performance security shall be conditioned for faithful performance of the Contract. Failure to provide performance security within ten (10) days after notification of selection for contract award may result in award to another Offeror, and the Contractor shall be responsible for any increase in cost. Where the Contractor does not comply with the Contract, the amount of the PLCB's damages shall be liquidated to the amount of the proceeds of the performance bond, or the PLCB may, at its option, sue the Contractor or its surety for the damages it has suffered for any breach of contract, in which case, security held by the PLCB shall be applied as a credit in such suit for damages.

APPENDIX C

CONTRACT PROVISIONS FOR RIGHT TO KNOW LAW

CONTRACT PROVISIONS – RIGHT TO KNOW LAW 8-K-1532

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to the resulting Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

- A. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- B. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

APPENDIX D

REVISED CONTRACTOR INTEGRITY PROVISIONS

Section 23, “Contractor Integrity Provisions” contained in Appendix A, “Standard Contract Terms and Conditions – SAP” has been revised as follows:

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

- 8.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- 9.** Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

 - a.** Approved in writing by the Commonwealth prior to its disclosure; or
 - b.** Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c.** Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d.** Necessary for purposes of Contractor's internal assessment and review; or
 - e.** Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f.** Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - g.** Otherwise required by law.
- 10.** Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

 - a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer,

director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

- (1) obtaining;
- (2) attempting to obtain; or
- (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

- a. “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
- b. “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c. “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d. “Financial interest” means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
- f. “Immediate family” means a spouse and any unemancipated child.
- g. “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

APPENDIX E

SAMPLE CONTRACT

SAMPLE

SAMPLE CONTRACT

THIS CONTRACT to continue providing a free quarterly lifestyle magazine and a new product price guide two (2) times per year for "*Wine and Spirits Quarterly Publication (Rebid)*" ("Contract") is entered into this _____ day of _____, 201__, by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania Liquor Control Board ("PLCB"), and _____ ("CONTRACTOR").

WITNESSETH:

WHEREAS, the PLCB issued a Request For Proposals to continue providing a free quarterly lifestyle magazine and a new product price guide two (2) times per year for "*Wine and Spirits Quarterly Publication (Rebid)*," RFP No. 20101019 ("RFP"); and

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

WHEREAS, the PLCB determined that CONTRACTOR's proposal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected CONTRACTOR for contract negotiations; and

WHEREAS, the PLCB and CONTRACTOR have negotiated this Contract as their final and entire agreement in regard to consolidating specialty alcohol beverage products and transporting them to PLCB Distribution Centers.

NOW THEREFORE, intending to be legally bound hereby, the PLCB and CONTRACTOR agree as follows:

1. CONTRACTOR shall, in accordance with the terms and conditions of this Contract, provide a strategy to the PLCB to provide free quarterly lifestyle magazines and a new product price guide two (2) times per year, as more fully defined in the RFP, which is attached hereto and made part of this Contract.
2. CONTRACTOR agrees that the services shall be performed during the contract period of twenty-four (24) months following the date of the Notice to Proceed of this Contract by the PLCB. PLCB's Contracting Officer may renew the contract incrementally or in one step, for a period of up to ninety-six (96) months by written notification to the Selected Offeror. These renewal options may consist of four (4) two (2)-year options. PLCB's Contracting Officer may also extend this contract incrementally or in one step, for a period of up to three (3) months, by written notification to the Selected Offeror. This right to extend the Contract in no way minimizes the PLCB's right to the timely receipt of the project deliverables as specified in the RFP.

3. The PLCB and CONTRACTOR agree to be bound by the Standard Contract Terms and Conditions for Services – STD-274, Rev. 12/17/07, which is attached hereto and made part of this Contract.
4. The PLCB and CONTRACTOR agree to be bound by the Special Contract Terms and Conditions, which is attached and made part of this Contract.
5. The PLCB and CONTRACTOR agree to be bound by the Contract Provisions for Right to Know Law, which is attached and made part of this Contract.
6. CONTRACTOR agrees to provide a strategy for the “*Wine and Spirits Quarterly Publication (Rebid)*” as described in its Technical Submittal, which is attached hereto and made part of this Contract.
7. CONTRACTOR agrees to meet and maintain the commitments to disadvantaged businesses made in its Disadvantaged Business Submittal, if applicable.
8. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Special Contract Terms and Conditions.
 - b. The Standard Contract Terms and Conditions for Services – STD-274, Rev. 12/17/07.
 - c. The RFP and any addenda, including all referenced Appendices.
 - d. The CONTRACTOR’s Technical Submittal and any addenda, if applicable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PARTIES to this Contract have executed it through their respective duly authorized officers.

CONTRACTOR

ATTEST:

BY: _____ BY: _____
NAME DATE NAME DATE

TITLE: _____ TITLE: _____

FEDERAL ID NO: _____

If a Corporation, only the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer or Chief Operating Officer must sign; if one of these officers is not available, please attach a resolution. If a sole proprietorship, only the owner must sign; if a partnership, only one partner needs to sign; if a limited partnership, only a general partner may sign. If a Limited Liability Company (“LLC”), only one member needs to sign, unless it is a manager-based LLC, then a manager must sign. If a Municipality, Authority, or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LIQUOR CONTROL BOARD**

ATTEST:

BY: _____ BY: _____
NAME DATE NAME DATE

TITLE: _____ TITLE: _____

APPROVED FOR FORM AND LEGALITY:

BY _____
OFFICE OF CHIEF COUNSEL (PLCB) DATE

BY _____
OFFICE OF ATTORNEY GENERAL DATE

CERTIFICATION OF FUNDS:

I HEREBY CERTIFY THAT FUNDS IN THE AMOUNT OF \$ _____
ARE AVAILABLE UNDER APPROPRIATION 084-026-291

BY _____
For Comptroller DATE

APPENDIX F

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, Offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the Offeror for this criterion.

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

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX G

STATE ADVERSE INTEREST ACT

STATE ADVERSE INTEREST ACT

INTEREST IN STATE CONTRACTS

CHAPTER 6

The Contractor shall comply with the State Adverse Interest Act Sections 776.1 through 776.8 (71 P.S. Sections 776.1 – 776.8), which provide as follows:

Section 776.1 **Short title**

This act shall be known and may be cited as the "State Adverse Interest Act".

Section 776.2 **Definitions**

The following terms shall have the following meanings, when used in this act:

(1) **“Abstain.”** To recuse from influencing, attempting to influence, voting in, supervising, or in any manner, dealing with a contract in which there is an adverse interest.

(2) **“Contract.”** A contract or arrangement for the acquisition, use or disposal by a State agency of services or of supplies, materials, equipment, land or other personal or real property. The term “contract” shall not mean an agreement between the Commonwealth or a State agency as one party and a State advisor, consultant or employee as the other party, concerning his expense, reimbursement, fee, salary, wage, retirement benefit, tenure or other matters touching his personal service to the Commonwealth or State agency.

(3) **“Disclosure.”** To submit the material facts of an adverse interest in a contract to the State agency by which he is employed and to the party or agency which has a contract with the State agency by which he is employed.

(4) **“Have an Adverse Interest.”** Be the party to a contract, as herein defined, other than the Commonwealth or a State agency or be a stockholder, partner, member, agent, representative or employee of such party.

(5) **“Municipal Body.”** A locally elected or appointed governmental body, including but not limited to political subdivisions and authorities.

(6) **“Municipal Officer.”** Persons who serve the public domain as an elected or appointed member of a municipal body.

(7) **“State Advisor.”** A person who performs professional, scientific, technical or advisory service for a State agency or serves as a member of an advisory board, professional licensing board or similar part of a State agency and who receives no compensation for his service other than reimbursement for expenses incurred by him in furnishing such service.

(8) **“State Agency.”** A department, board, commission or other part of the executive branch of the government of the Commonwealth or the Pennsylvania Turnpike Commission, the General State Authority or other State authority, created by a statute which declares in substance that such authority performs or has for its purpose the performance of an essential governmental function and that its bonds shall not pledge the faith or credit or be obligations of the Commonwealth.

(9) **“State Consultant.”** A person who, as an independent contractor, performs professional, scientific, technical or advisory service for a State agency and who receives a fee, honorarium or similar compensation for such service.

(10) **“State Employee.”** An appointed officer or employee in the service of a State agency and who receives a salary or wage for such service.

Section 776.3 Adverse interest of state advisor or consultant

No State advisor or State consultant having recommended to the State agency which he serves, either the making of a contract or a course of action of which the making of a contract is an express or implied part, shall, at any time thereafter, have an adverse interest in such contract.

Section 776.4 Influence of employee in contract in which he is interested

No State employee shall influence, or attempt to influence, the making of or supervise or in any manner deal with any contract in which he has an adverse interest.

Section 776.5 Adverse interest of employee

No State employee shall have an adverse interest in any contract with the State agency by which he is employed.

Section 776.6 Adverse interest creating ineligibility for employment

No person having an adverse interest in a contract with a State agency, shall become an employee of such agency until such adverse interest shall have been wholly divested.

Section 776.7 Employee representing another before state agency

No State employee, except in the performance of his duties as such employee, shall, for remuneration, directly or indirectly, represent any other person upon any matter pending before or involving any State agency.

Section 776.7a Employee serving as municipal officer

(a) Notwithstanding any other provisions of this act, a State employee who serves in an elected or appointed capacity as a municipal officer shall not be deemed to have an adverse interest by virtue of any action taken by the municipal body of which he is a member if he properly abstains and submits a disclosure.

(b) Whenever a municipal body would be unable to take any action on a matter before the municipal body because a majority of the members of the municipal body are required to abstain under the provisions of subsection (a), then such municipal officers shall be permitted to participate in the action and may vote on, supervise or otherwise deal with a contract if such municipal officers submit a disclosure to the municipal bodies and as otherwise provided herein.

Section 776.8 Penalty for violations

Any person who violates any of the provisions of this act shall be guilty of a misdemeanor, and upon conviction thereof, shall be sentenced to pay a fine not exceeding one thousand dollars (\$1,000) or to be imprisoned for a term not exceeding one year, or both, and in addition, shall automatically forfeit any office or employment under a State agency which he may then hold.

APPENDIX H

**LIQUOR CODE SECTION, LAWS OF
PENNSYLVANIA**

LIQUOR CODE SECTION, LAWS OF PENNSYLVANIA

The Contractor shall comply with Liquor Code Sections 210 and 214 [47 P.S. §§ 2-210, 2-214], which provide as follows:

Section 2-210. Restrictions on members of the board and certain employees of Commonwealth

- (a) A member or employee of the board or enforcement bureau or a member of the immediate family of a member or employee of the board or enforcement bureau shall not be directly or indirectly interested or engaged in any other business or undertaking within the Commonwealth dealing in liquor, alcohol, or malt or brewed beverages, whether as owner, part owner, partner, member of syndicate, holder of stock exceeding five percent (5%) of the equity at fair market value of the business, independent contractor or manager of a licensed establishment required under 40 Pa. Code §5.23 (relating to appointment of managers), and whether for his own benefit or in a fiduciary capacity for some other person. For the purpose of this subsection only, "employee of the board or Enforcement Bureau" shall mean any individual employed by the board or Enforcement Bureau who is responsible for taking or recommending official action of a non-ministerial nature with regard to:
- (1) Contracting or procurement;
 - (2) Administering or monitoring grants or subsidies;
 - (3) Planning or zoning;
 - (4) Inspecting, licensing, regulating or auditing any person; or
 - (5) Any other activity where the official action has an economic impact of greater than a de minimis nature on the interests of any person.
- (b) No member or employee of the board or enforcement bureau or a member of the immediate family of a member or employee of the board or enforcement bureau nor any employee of the Commonwealth shall solicit or receive, directly or indirectly, any commission, remuneration or gift whatsoever, from any person having sold, selling or offering liquor or alcohol for sale to the board for use in Pennsylvania Liquor Stores.
- (c) No person convicted of an infamous crime may be employed as a member or employee by the board or enforcement bureau.
- (d) No member or employee of the board or enforcement bureau may use his position with the board or enforcement bureau, or any confidential information received through his position with the board or enforcement bureau, to obtain financial gain,

other than compensation provided by law, for himself, a member of his immediate family or a business with which he is associated.

- (e) No person may offer or give to a member or employee of the board or enforcement bureau or a member of his immediate family or a business with which he is associated, and no member or employee of the board or enforcement bureau may solicit or accept anything of value, including a gift, loan, political contribution, reward or promise of future employment, based on an understanding that the vote, official action or judgment of the member or employee of the board or enforcement bureau would be influenced thereby.
- (f) No member or employee of the board or enforcement bureau or a member of his immediate family or any business in which the member or employee or a member of his immediate family is a director, officer or owner or holder of stock exceeding five percent (5%) of the equity at fair market value of the business may enter into any contract valued at five hundred dollars (\$500.00) or more to provide goods or services to the board or enforcement bureau unless the contract has been awarded to the lowest responsible bidder through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded.
- (g) No former member or employee of the board or enforcement bureau may represent a person, with or without compensation, on any matter before the board or enforcement bureau for one year after leaving the board or enforcement bureau.
- (h) No member or employee of the board or enforcement bureau or an advisor or consultant thereto having recommended to the board or enforcement bureau either the making of a contract or a course of action of which the making of a contract is an express or implied part, may, at any time thereafter, have an adverse interest in that contract.
- (i) No member or employee of the board or enforcement bureau may influence or attempt to influence the making of, or supervise or deal with, a contract with the board or enforcement bureau in which he has an adverse interest.
- (j) No member or employee of the board or enforcement bureau may have an adverse interest in a contract with the board or enforcement bureau.
- (k) No person having an adverse interest in a contract with the board or enforcement bureau may become an employee of the board or enforcement bureau until the adverse interest has been wholly divested.
- (l) No member or employee of the board or enforcement bureau, except in the performance of his duties as such employee, may, for remuneration, directly or indirectly, represent a person upon a matter pending before the board or enforcement bureau.

- (m) (1) Any person who violates the provisions of this section shall have his employment by the board or enforcement bureau immediately terminated by the appropriate person having the power to terminate and shall be liable to the board or enforcement bureau to reimburse the board or enforcement bureau for all compensation received by him from the board or enforcement bureau while employed in violation of subsection (c).
- (2) Any person who violates the provisions of subsections (b), (d) or (e) shall be guilty of a felony and, upon conviction thereof, shall be sentenced to pay a fine of not more than ten thousand dollars (\$10,000.00) or to undergo imprisonment for not more than five (5) years, or both.
- (3) Any person who violates the provisions of subsections (a) or (f) through (l) shall be guilty of a misdemeanor and, upon conviction thereof, shall be sentenced to pay a fine of not more than one thousand dollars (\$1,000.00) or to undergo imprisonment for not more than one (1) year, or both.
- (4) Any person who obtains financial gain from violating any provisions of this section, in addition to any other penalty provided by law, shall pay into the accounts of the board a sum of money equal to three (3) times the financial gain resulting from the violation.
- (5) Any person who violates the provisions of this section shall be barred for a period of five (5) years from engaging in any business or contract with the board or enforcement bureau.
- (6) The penalties and sanctions provided by this subsection shall supersede any similar penalties and sanctions provided by the act of July 19, 1957 (P.L. 1017, No. 451), known as the "State Adverse Interest Act" and the act of October 4, 1978 (P.L. 883, No. 170), referred to as the Public Official and Employee Ethics Law.
- (n) As used in this section, the following words and phrases shall have the meanings given to them in this subsection:

"Business" shall mean a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust or legal entity organized for profit or as a not-for-profit corporation or organization.

"Immediate family" shall mean a spouse residing in the person's household and minor dependent children.

"Infamous Crime" shall mean a violation and conviction for an offense which would disqualify an individual from holding public office pursuant to section 6 of Article II of the Constitution of Pennsylvania; a conviction within the preceding ten (10) years for a violation of this section or of 18 Pa.C.S. § 4113 (relating to misapplication of entrusted property and property of government or financial institutions), Ch. 47

(relating to bribery and corrupt influence), Ch. 49 (relating to falsification and intimidation), Ch. 51 (relating to obstructing governmental operations) or Ch. 53 (relating to abuse of office); or a violation of the laws of this Commonwealth or another state or the Federal Government for which an individual has been convicted within the preceding ten (10) years and which is classified as a felony.

Section 2-214. Prohibitions

- (a) The board may not make a contract or otherwise do business with a corporation, vendor or service contractor that has not complied with the regulatory and statutory requirements of any other administrative agency.
- (b) The board may not make a contract or otherwise do business with a transportation carrier for hire of liquor, wine or malt or brewed beverages which (carrier) has not obtained the proper permits from the Pennsylvania Public Utility Commission under 66 Pa. C.S. Ch. 25 (relating to contract carrier by motor vehicle and broker).

APPENDIX I

PROPOSAL COVER SHEET

**PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LIQUOR CONTROL BOARD
RFP# 20101019**

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

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

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

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

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

APPENDIX J

CORPORATE SIGNATORY DELEGATION AUTHORIZATION

CORPORATE SIGNATORY DELEGATION AUTHORIZATION

I, _____, of _____, City of _____,
(Name) (Address)

County of _____, State of _____, certify that I am the
_____ of _____, a corporation organized
(Title/Capacity) (Name of Corporation)

under the laws of the State of _____, having its principal office at
_____, City of _____, County of _____,
(Address)

State of _____; and that the following is a true and complete copy of a
resolution duly adopted by the Board of Directors of _____
(Name of Corporation)

at a meeting held by them on _____ day of _____, _____, at which a quorum
was present; and that this resolution has not been altered, amended, repealed,
rescinded or otherwise modified and that it is still in full force and effect.

RESOLVED THAT _____ of _____, City of
(Name) (Address)
_____, County of _____, State of _____

is hereby authorized to execute contracts on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
the corporation this _____ day of _____, 20_____.

(Signature of Certifying Official)

(SEAL)

(Typed or Printed Name)

(Title)

APPENDIX K

**REVISED NONDISCRIMINATION/SEXUAL
HARASSMENT CLAUSE**

Section 22, “Nondiscrimination/Sexual Harassment Clause” contained in Appendix A, “Standard Contract Terms and Conditions – SAP” has been revised as follows:

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the “Initial Contract Compliance Data” form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the “Monthly Contract Compliance Report for Construction Contractors”, each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

APPENDIX L

TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE

Trade Secret/Confidential Proprietary Information Notice

Instructions:

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

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

Name of submitting party:

Contact information for submitting party:

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

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

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost proposal
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or disadvantaged business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
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Acknowledgment

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

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

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

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

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

Signature

Title

Date

APPENDIX M

SAMPLE SPECIFIC PEFFORMANCE BOND

A Sample of a Specific Performance Bond may be accessed at the following link:
<http://www.dgsweb.state.pa.us/comod/CurrentForms/gspur55.doc>.