

**REQUEST FOR PROPOSALS FOR
SAME-DAY DELIVERY SERVICES FOR FINE WINE & GOOD SPIRITS**

ISSUING OFFICE

**PENNSYLVANIA LIQUOR CONTROL BOARD
BUREAU OF PURCHASING AND CONTRACT ADMINISTRATION
ROOM 312, NORTHWEST OFFICE BUILDING
HARRISBURG, PENNSYLVANIA 17124**

RFP NUMBER: 20180828

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**REQUEST FOR PROPOSALS FOR
SAME-DAY DELIVERY SERVICES FOR FINE WINE & GOOD SPIRITS**

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CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Questions pertaining to this RFP can be submitted as they arise via e-mail to Issuing Officer Joshua Greene at josgreene@pa.gov from the date of issuance up to, and including, this date and time.	Potential Offerors	All questions must be submitted by 12:00PM ET on 11/28/2018
Answers to questions from Potential Offerors will be posted on an ongoing basis to the Department of General Services eMarketplace website at http://www.emarketplace.state.pa.us/Search.aspx with final posting no later than this date.	Issuing Office	All answers will be provided by 5:00PM ET on 11/30/2018
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: Pennsylvania Liquor Control Board, Purchasing and Contract Administration, Room 312 Northwest Office Building, Harrisburg, PA 17124	Offerors	Proposals must be received at PLCB by 1:00PM ET on 12/12/2018

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 **Same-Day Delivery Services for Fine Wine & Good Spirits** (“Project”). 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-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 Joshua Greene, Purchasing and Contract Administration, Room 312 Northwest Office Building, Harrisburg, PA 17124, [josgreene@pa.gov](mailto:josgrene@pa.gov) the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.
- I-3. Overview of Project.** The PLCB is the Commonwealth’s primary retailer of wine and spirits and the agency responsible for regulatory control of beverage alcohol in Pennsylvania. Through partnership with a third party, the PLCB seeks to offer, as part of its Customer Relations Management Program, same-day delivery (“SDD”) to customers seeking to purchase wine and spirits online or through a mobile app. To facilitate same-day delivery, the PLCB is looking to contract with a vendor that is qualified to and interested in providing delivery services from Fine Wine & Good Spirits (“FW&GS”) stores to customers’ homes and businesses.
- I-4. Objectives.**
- A. General.** The PLCB seeks a qualified third-party delivery provider (“TPDP”) to provide SDD services in the five-county Philadelphia area for a 90-day pilot program.

The TPDP must obtain a valid transporter-for-hire license from the PLCB prior to commencing delivery services, and, by law, all product sales transactions must happen between the customer and the PLCB. To be clear, the TPDP may not market such transactions as its own sale of wine and spirits, nor may it process payment from a customer for any sale of wines and spirits and then transfer the payment to the PLCB. The TPDP is responsible for providing a solution ensuring sales are processed by the PLCB through the PLCB’s payment processor, and the TPDP may not imply in any way it is selling the alcohol.

Following a successful pilot program, the selected Offeror may have the option to enter into a longer-term contract for same-day delivery services in the same service area and/or expanded service areas in Pennsylvania.

B. Specific. The PLCB wishes to accomplish the following specific objectives:

1. The TPDP will select up to 17 pickup locations from a list established by the PLCB, and the Selected Offeror will designate delivery service areas and product portfolios for each pickup location.
2. The goal of this engagement is to provide same-day delivery of FW&GS products to customers, but the TPDP will be able to propose its own delivery timeframes.
3. The prices advertised by the TPDP must reflect the PLCB's current prices for such products, as reflected at the FW&GS [website](#).
4. The TPDP will establish delivery fees for its service, and such delivery fees will be passed on to the customer. The PLCB may also require imposition of its own convenience fee in addition to the TPDP's delivery fee.
5. The TPDP will be responsible for identifying and providing solutions for the following:
 - a. Display of PLCB inventory to customers electronically via a customer-facing ordering platform (website, virtual storefront, "white label" site, app, etc.)
 - b. Maintaining current PLCB inventory on the customer-facing order platform specific to the pickup location(s) selected.
 - c. Notification to PLCB of each order including product details and customer information.
 - d. PLCB processing of each sale and direct collection of payment from the customer.
 - e. Receipt of notification from the PLCB that an order is ready for pickup.
 - f. Order fulfillment/delivery discrepancies.
 - g. Customer communication regarding order status.
 - h. PLCB communication regarding order status and any issues.
6. The TPDP will be responsible for timely, undamaged deliveries accompanied by a PLCB-issued receipt.
7. The TPDP will be responsible for returning product that cannot be delivered to the product's pickup location on the same day the order is placed, before the pickup location closes for the day, unless the TPDP holds a bailee-for-hire license.

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**, the Liquor Code Section as shown in **Appendix B**, and the State Adverse Interest Act shown in **Appendix C**. 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. The Sample Contract is shown in **Appendix D**.

- 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. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP 20180828 Question”**) to the Issuing Officer named in **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 to eMarketplace at <http://www.emarketplace.state.pa.us/Search.aspx> by the date stated on the Calendar of Events.

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

All questions and responses as posted to eMarketplace are considered as an addendum to, and part of, this RFP in accordance with RFP **Section I-9**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is as described in **Section I-25**.

- I-9. 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/Search.aspx>. It is the Offeror’s responsibility to periodically check the website for any new information or addenda to

the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-10. 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-11. Proposal Requirements.

A. Proposal Submission: To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Section I-11(E), providing 14 paper copies (one marked “ORIGINAL”) of the Technical Submittal.**

In addition to the paper copies of the proposal, Offerors shall submit **two complete and exact** copies of the entire proposal (Technical and all requested documents) on Flash drives in Microsoft Office or Microsoft Office-compatible format. The electronic copies must be an exact 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 Flash drives should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference.

If any images and or demonstrations are requested in **Part III**, such images should be included in both the printed copies of the Technical Submittal and in electronic format on the Flash drive submitted. Any such images or demonstrations must be clearly labeled as a separate file on the submitted Flash drive and will be presented to the Evaluation Committee by the Issuing Officer. The Evaluation Committee is not able to view any other digital content, including but not limited to hyperlinks to websites, PowerPoint presentations, or videos unless specifically requested in Part III and in compliance with this section.

B. Official Signature. An official authorized to bind the Offeror to its provisions **must sign the proposal**. See **Section II-1(B)** for information regarding permissible signatures. If the official signs the **Proposal Cover Sheet (Appendix E)** and the Proposal Cover Sheet along with the Corporate Signatory Delegation Authorization

Form (**Appendix H**), if needed, are attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid 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.

C. Proposal Withdrawal. To withdraw a proposal, the Offeror may send written notice to the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. Alternatively, 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. Any other manner of notice of withdrawal will not be accepted by the PLCB.

D. Proposal Modification. Each Offeror submitting a proposal specifically waives any right to modify it. However, once an Offeror formally withdraws its proposal as described above, it may submit a new, modified 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.

E. Proposal Format. Offerors must submit sealed proposals. To be considered, the proposal must respond to all proposal requirements. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal.

F. Investigations and Additional Information. 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.

I-12. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-13. 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-14. Requests 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, and only the Issuing Office, will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution. Written clarifications may become part of the proposal by mutual agreement of the PLCB and Offeror.

I-15. 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-16. 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(11) from public records requests. Refer to **Appendix F** of the RFP for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability

information is submitted in response to Part III of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b) (26).

I-17. Best and Final Offers.

A. 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, in any combination and order:

1. Schedule oral presentations;
2. Request revised proposals; and
3. Enter in to pre-selection negotiations.

B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
2. Those Offerors which the Issuing Office has determined in accordance with **Section II-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
3. Those Offerors whose score for their technical submittal of the proposal is less than 75% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

C. The Evaluation Criteria found in **Section II-4** shall also be used to evaluate the Best and Final offers.

I-18. 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-19. 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-20. Offeror Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided herein.

I-21. Term of Contract. The initial term of the contract will be one year from the Effective Date to include set up of the delivery program, execution of a 90-day pilot program, and post-pilot analysis. See also, **Appendix D**, Sample Contract. Assuming a successful pilot program, the PLCB may amend and extend the contract for up to an additional three years, in single- or multiple- month or year increments.

In the event an extended contract for the continued provision of SDD services is pursued, the TPDP will also be held to small diverse business requirements. Such requirements will be established by mutual agreement between the parties in consultation with Department of General Services Bureau of Diversity, Inclusion & Small Business Opportunities. The extended contract may also provide for expansion of delivery service areas outside the pilot program area and any program modifications or improvements established during the post-pilot analysis.

The Effective Date of the Contract will be fixed by the Issuing Office 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 Issuing Office will provide the Selected Offeror with a Notice to Proceed that contains the fully executed contract with an Effective Date. The Selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the Selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-22. 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 approximate price(s) or amount(s) of its proposed delivery fee 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.
- L.** The Offeror is not currently engaged and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a

jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

I-23. Notification of Selection.

A. Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations 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.

B. Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the Selected Offeror.

I-24. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. 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 nor toll the time for filing a protest (See **Section I-25** of this RFP).

I-25. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>. A protest by a party that has not or has not yet submitted a proposal must be filed 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 distributed to all Offerors. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

I-26. 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 ensure 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.

I-27. Information Technology Policies.

This RFP is subject to the Information Technology Policies ("ITPs"), formerly known as Information Technology Bulletins, issued by the Office of Administration, Office for Information Technology ("OA-OIT"). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.

PART II

CRITERIA FOR SELECTION

- II-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must:
- A.** Be timely received from an Offeror (see **Section I-11**); and
 - B.** Be properly signed by the Offeror (see **Section I-11(B)**). For guidance on proper signatory protocol in Pennsylvania procurements, see the [Pennsylvania Procurement Handbook- Part 1, Chapter 31 Contract Signatures](#). **Appendix H**, Corporate Signatory Delegation Authorization, should be used if a resolution exists to grant signature authorization to the person signing the proposal.
- II-2. Technical Nonconforming Proposals.** The two (2) Mandatory Responsiveness Requirements set forth in **Section II-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.
- II-3. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. 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.
- II-4. Evaluation Criteria.** The following criteria will be used in evaluating each proposal:
- A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **100%** of the total points. Evaluation will be based upon the following in order of importance: Meeting Statutory Requirements; Acceptability of Ordering Platform & Operational Support of Order Processing; Delivery Program Details; Offeror & Personnel Qualifications; Scaling to Other Markets & Delivery of In-Store Purchases; and Operational Handling of Undeliverables, Damage, & Packaging Materials. The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:
<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

II-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, 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](#).

II-6. Final Ranking and Award.

- A. After any best and final offer process is conducted, the Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order. The offeror with the highest overall score will be selected for contract negotiations.
- B. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART III

TECHNICAL SUBMITTAL

Through partnership with a TPDP, the PLCB seeks to offer SDD to retail customers seeking to purchase wine and spirits online or through a mobile app. To facilitate same-day delivery, the PLCB is looking to contract with a vendor that is qualified to and interested in providing delivery services from FW&GS stores to customers' homes and businesses.

III-1. Requirements.

- A. Offerors must submit their proposals committing to the following non-negotiable statutory requirements for the same-day delivery program (see also, **Appendix B**). Note all fees referenced are accurate and current at the time of RFP issuance, but may be subject to change in the future.
1. As required by the Pennsylvania Liquor Code, the TPDP must hold a valid and current Class A or Class C transporter-for-hire license, which authorize the possession and transport of alcohol purchased by others. Such a license must be applied for within 14 calendar days of Notice of Selection.
 - a. *Transporter-for-Hire Class A (IA) License*: Available to a reputable person or firm; authorizes the holder to engage in the commercial transportation of alcohol, liquor and/or malt and brewed beverages to and from points in Pennsylvania.
Fees: \$265 first-year's license fee (prorated quarterly), plus \$700 filing fee
\$265 renewal fee (not prorated), plus \$30 filing fee
 - b. *Transporter-for-Hire Class C (IU) License*: Available to a reputable person or firm that maintains a fleet of vehicles primarily engaged in general parcel consignments within Pennsylvania; authorizes the holder to engage in the commercial transportation of liquor parcels within Pennsylvania.
Fees: \$265 first-year's license fee (not prorated), plus \$700 filing fee
\$265 renewal fee (not prorated), plus \$30 filing fee

A single transporter-for-hire license of either class covers an unlimited number of vehicles operated by the licensee.

State regulations governing transporter-for-hire licenses can be found in Chapter 9 of Title 40 of the Pennsylvania Code. Individuals or entities considering licensure as a transporter-for-hire are encouraged to seek private legal counsel experienced in Pennsylvania liquor law and licensing matters. Due to the potential for conflicts of interest or other appearances of impropriety, the PLCB cannot provide legal advice to Offerors.

2. The storage of alcohol in Pennsylvania is illegal without the proper license issued from the PLCB. If the TPDP cannot complete a delivery within the same calendar day and cannot return the package to the FW&GS store from which it

came, then the TPDP must store the product pursuant to a bailee-for-hire license. A bailee-for-hire license permits the holder to store lawfully procured alcohol in a warehouse or other storage facility maintained by the licensee.

Fees: \$700 filing fee
 \$30 renewal fee

3. As required by the Pennsylvania Liquor Code, all sales transactions must transpire between the customer and the PLCB through the PLCB's payment processor.
 4. Disclosure, use or sale of order and customer information to anyone other than the PLCB is prohibited by law, and the TPDP will not be permitted to sell or share any customer data with any party other than the PLCB. An appropriate update to the Selected Offeror's privacy policy may be required to ensure compliance with this requirement.
 5. All delivery drivers must be 21 years of age or older to deliver alcoholic beverages pursuant to the Pennsylvania Crimes Code.
- B. Emergency Preparedness.** Describe how your business will operate in the event of an emergency, such as a network outage or adverse weather conditions. Please attach a copy of your emergency preparedness plan, or at a minimum, summarize your plan for how you will continue to provide SDD services in the event of an emergency.

III-2. Statement of the Project. State in succinct terms your understanding of the project presented, or the service required by this RFP.

III-3. Qualifications.

- A. Company Overview.** Detail the type of entity, when and where it was formed, and provide an organizational chart.
- B. Prior Experience.** Include details of prior experience in providing SDD services and any experience with retail delivery services and beverage alcohol delivery services. Detail any prior experience establishing a SDD program with a new retail partner, including systems set up, order communication methods and project controls. Experience shown should identify work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Please complete **Appendix G**, Project References, for each identified customer.
- C. Personnel.** Identify key personnel including the project manager and account manager. Show where these personnel will be physically located during the time they are engaged in the Project. For such key personnel, include the employee's name and, through a resume or similar document, the Project personnel's education and

experience in establishing and providing SDD services. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Please note the background check requirements set forth at Paragraph 36 of **Appendix A**, Standard Contract Terms and Conditions.

D. Use of Subcontractors and Independent Contractors: It is acknowledged that the selected Offeror may utilize a variety of subcontractors for different portions of this Project. Please note that delivery drivers who are independent contractors are also considered to be subcontractors. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project, other than delivery drivers, without the express written approval from the Commonwealth.

Provide a subcontracting plan for all subcontractors who will be assigned to the Project. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved.

For subcontractors included in your subcontracting plan that are *not* delivery drivers, please provide (through a resume or a similar document) the employees' names, education and experience in the services outlined in this RFP. Information provided shall also indicate the responsibilities each individual will have in this Project and how long each has been with subcontractor's company.

For subcontractors who would be acting as delivery drivers, please provide details about how these individuals are hired, including the details and required thresholds of background checks that are required by your company. Further detail regarding delivery drivers is also requested to be included in the Work Plan, as described in **Section III-5(H)** of this RFP. Please note the background check requirements set forth at Paragraph 36 of **Appendix A**, Standard Contract Terms and Conditions.

III-4. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

III-5. Work Plan. Describe in narrative form your technical plan for accomplishing the work using the task descriptions as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Include a project plan detailing the approach. If more than one approach is apparent, comment on why you chose this approach.

Tasks:

A. Meeting Statutory Requirements. Explain how your company will satisfy the Proposal Commitments identified in **Section III-1(A)** herein, specifically:

1. What kind of transporter-for-hire license do you have, or will you seek?
2. Do you currently hold, or will you obtain, a bailee-for-hire license? If so, please identify the location of the licensed storage area.
3. Given that PLCB online sales transactions happen as detailed below, explain how the proposed solution will ensure payment processing such that order payment, less delivery fees, will be processed directly between the PLCB and the customer through the PLCB's payment processor?

When a customer has added products to a cart at the FW&GS website and proceeds to check out, the customer is prompted to enter payment card billing information. The FW&GS website passes the payment information to its payment processing company, CardConnect/First Data, and CardConnect/First Data validates the payment method and amount with the payment card's issuing bank. Once validated, a hold is placed on the payment card for the purchase amount, including sales tax. Once payment is authorized by the PLCB upon preparation of the order, CardConnect/First Data settles the transaction with the issuing bank and remits payment to the PLCB.

Detail the proposed solution and propose any additional licensing the PLCB may need to pursue and a plan to reimburse such costs to the PLCB.

4. Detail how you will ensure that customer data derived from alcohol purchases will only be shared with PLCB and not shared or sold to any third parties. Provide a sample of your existing customer privacy policy and describe any changes you would make to it to meet this requirement, if any.

B. Establishing Delivery Service Areas. Select up to 17 pickup locations from the following list of retail stores, and designate, by ZIP code, a delivery service area for each. Delivery service areas may not overlap. Describe any challenges or restrictions to providing SDD to all addresses within the identified ZIP codes.

Philadelphia:

Fine Wine & Good Spirits Premium Collection Store #9101
2040 MARKET ST
PHILADELPHIA, PA 19103-3302

Fine Wine & Good Spirits Premium Collection Store #5104

COLUMBUS COMMONS NORTH SHOPPING CTR
1940 S CHRISTOPHER COLUMBUS BLVD
PHILADELPHIA, PA 19148-2804

Fine Wine & Good Spirits Premium Collection Store #5112
2550 GRANT AVE, STE 130
PHILADELPHIA, PA 19114-2226

Fine Wine & Good Spirits Premium Collection Store #5185
180 W GIRARD AVE
PHILADELPHIA, PA 19123-1660

Fine Wine & Good Spirits Premium Collection Store #5121
TOP OF THE HILL SHOPPING CTR
8705 GERMANTOWN AVE
PHILADELPHIA, PA 19118-2716

Bucks County:

Fine Wine & Good Spirits Premium Collection Store #0920
QUAKERTOWN SHOPPING CTR
1465 W BROAD ST, STE 19
QUAKERTOWN, PA 18951-1189

Fine Wine & Good Spirits Premium Collection Store #0934, Doylestown
132 BLDG. C VETERANS LN
DOYLESTOWN, PA 18901-8901

Fine Wine & Good Spirits Premium Collection Store #0912 New Hope
LOGAN SQUARE SHOPPING CTR
6542-J LOWER YORK RD
NEW HOPE, PA 18938-1084

Fine Wine & Good Spirits Premium Collection Store #0943
212 S STATE ST
NEWTOWN, PA 18940-1912

Chester County:

Fine Wine & Good Spirits Premium Collection Store #1501
275 MAIN ST
EXTON, PA 19341-3701

Fine Wine & Good Spirits Premium Collection Store #1527
821 W LANCASTER AVE, STE 310
WAYNE, PA 19087-6516

Delaware County:

Fine Wine & Good Spirits Premium Collection Store #2305, Media
315 W BALTIMORE AVE
MEDIA, PA 19063-2609

Fine Wine & Good Spirits Premium Collection Store #2334, Glen Mills
BRANDYWINE MILLS SHOPPING CTR
1751 WILMINGTON PIKE
GLEN MILLS, PA 19342-9342

Montgomery County:

Fine Wine & Good Spirits Premium Collection Store #4646, Ardmore
ARDMORE PLAZA SHOPPING CTR
62 GREENFIELD AVE
ARDMORE, PA 19003-1204

Fine Wine & Good Spirits Premium Collection Store #4648, Colleagueville
160 MARKET ST #6
COLLEGEVILLE, PA 19426-9426

Fine Wine & Good Spirits Premium Collection Store #4628, Conshohocken
WHITEMARSH SHOPPING CTR
44 RIDGE PIKE
CONSHOHOCKEN, PA 19428-2117

Fine Wine & Good Spirits Premium Collection Store #4633, Lansdale
ALLEN FORGE SHOPPING CTR
850 S VALLEY FORGE RD
LANSDALE, PA 19446-4261

The PLCB reserves the right to add, delete, or modify pickup locations by providing sufficient advance notice to the Selected Offeror.

C. Establishing SDD Hours and Timeframes. Detail the days and times when SDD services will be provided and identify delivery timeframes, order cutoffs and any guarantees. Identify expectations for PLCB in-store order fulfillment to facilitate such delivery windows and timeframes. For example, will the TPDP send orders to a pickup location in batches with designated pickup times (preferred), or will orders be sent on a rolling basis within a certain timeframe?

Note that store hours vary by day and location, and holiday hours may be shorter or longer than regular store hours. Store hours are available at the FW&GS website.

D. Establishing Delivery Fees. Detail the delivery fee structure(s) or schedule(s) the TPDP intends to implement, including any potential special promotions or delivery discounts. Through this no-cost contract with the PLCB, delivery fees will be charged directly to customers and therefore should be explained in sufficient detail in the Technical Submittal. The delivery provider must detail any and all delivery fee approaches it may pursue during the contract term, and the PLCB reserves the right to approve delivery discounts, coupons and other promotions at least a month in advance of such offers being introduced to customers.

The PLCB may also require imposition of its own convenience fee in addition to the TPDP's delivery fee.

As part of the Technical Submittal, please also indicate any willingness to provide a monthly or per-bottle fee to the PLCB for the privilege of providing delivery services and detail a proposal for such fee.

- E. Offering a customer-facing ordering platform.** Describe and illustrate the customer-facing ordering platform through which SDD of wines and spirits will be offered. Note the TPDP may not imply in any way it is selling alcohol and must make clear to customers that customers are purchasing from FW&GS.
1. Describe how the FW&GS brand will be incorporated into the customer-facing platform, if at all. For context, please refer to **Appendix I**, the Fine Wine & Good Spirits Brand Guide.
 2. Detail options for cross-promotion of the SDD and FW&GS.
 3. Describe any other items that may be available for delivery in conjunction with the provision of SDD for wine and liquor orders.
 4. Detail the locations of servers that will be used to process orders and a server redundancy strategy.
 5. Explain how SDD services could be presented and made available to customers placing their orders at the FW&GS website.
 6. You may include sample images and/or demonstrations of the ordering platform as part of your technical submittal. These components must be provided in compliance with the format requirements in **Section I-11(A)**. Please note that this is the only digital content that the Evaluation Committee will be able to review and score in your Technical Submittal to this RFP.
- F. Establishing a portfolio of products for SDD.** Identify how many and what kinds of products will be offered for SDD through the customer-facing ordering platform, understanding that PLCB inventory levels vary depending on product and sales demand. To be clear, TPDP is not required to include all FW&GS products in its SDD program, but Offerors should explain business logic supporting their proposed portfolio.
- G. Establishing any order size restrictions.** Indicate if customers' order sizes will be restricted in any way. For example, could a customer have 17 cases, or more than 100 bottles, delivered same-day?
- H. Hiring or contracting delivery drivers.** Understanding that all delivery drivers for SDD of alcohol must be 21 years of age or older and have a valid driver's license, explain what criteria is used to evaluate the suitability of delivery drivers. The PLCB reserves the right to review or object to the utilization of delivery drivers who have

committed certain offenses, including but not limited to, driving under the influence, theft, or violent crimes.

I. Establishing interfaces and/or data feeds – other than payment processing – with the PLCB to facilitate order processing. Describe, in detail, the method(s) by which the following sub-tasks will be accomplished successfully.

1. Acquisition, maintenance and display of current PLCB inventory and prices.

Describe, in detail, how current inventory of the selected pickup location(s) will be obtained from the PLCB and maintained on the customer-facing ordering platform. Prices advertised by the TPDP must reflect the PLCB's current prices for such products, as available at the FW&GS website.

2. Communication solely to PLCB of order detail and customer detail and confidentiality of such information for any other purpose. Describe how orders will be communicated to the PLCB for picking and packing, including product detail and quantities, as well as customer information including name, address, phone number, email address, etc. If a specific message format and/or protocol is preferred, please identify it.

Describe how orders will be communicated to the PLCB for picking and packing, including product detail and quantities, as well as customer information including name, address, phone number, email address, etc. If a specific message format and/or protocol is preferred, please identify it.

3. Receipt of notification from the PLCB that an order is ready for pickup. The PLCB, upon receiving order details from the selected Offeror, will pick and pack each order, then notify the selected Offeror when the order is ready for pickup. Should the PLCB not be able to fulfill an order due to product unavailability, the PLCB will adjust the customer's order and remove the cost of the unfulfilled product from the payment authorization it submits to its payment processor. Such order adjustments will be reflected in the detail provided to the TPDP.

Describe how such ready-for-pickup and order adjustment notifications would be received. If a specific message format and/or protocol is preferred, please identify it. Please also explain how the TPDP will manage communications with customers regarding order adjustments. Alternative approaches to order adjustments may be considered, should the TPDP propose another common or best practice.

4. Customer communication regarding order status. Describe how you communicate order status to customers.

Describe how you communicate order status to customers.

5. TPDP's communication to PLCB regarding order status and any issues. Describe how order status and any order issues (delayed delivery, product damage, unfulfilled delivery, etc.) will be communicated to the PLCB.

Describe how order status and any order issues (delayed delivery, product damage, unfulfilled delivery, etc.) will be communicated to the PLCB.

J. Provision of Packaging/Shipping Materials. The selected Offeror will be required to provide packaging and shipping materials to the selected pickup locations. Selected Offeror will be responsible for the cost of any product damaged while in its possession, so packaging and shipping materials should be sufficient to protect orders

from damage while in transit. Reusable materials are permitted, but the selected Offeror will be responsible for retrieval, maintenance and cleanliness of such materials. Describe the materials to be provided, how such materials will be replenished to meet delivery demand, and what branding opportunities are available for FW&GS on packaging and shipping materials (for branding guidelines, see **Appendix I**).

K. Identity Verification Upon Delivery. Pennsylvania Liquor Code prohibitions against sales and service to minors and visibly intoxicated persons apply to deliveries by a transporter-for-hire licensee, and therefore will apply to any contracted TPDP. PLCB Advisory Notice 22 identifies requirements related to identity and age verification for transporter-for-hire licensees. Explain how you propose to meet such requirements, as well as those below, to verify identity and age upon delivery.

1. Persons authorized to accept deliveries may include the person who placed the order and/or anyone the person who placed the order designated as authorized to receive the order (if such designation is permitted by the TPDP), so long as the recipient is 21 years of age or older.
2. The TPDP must check the identification of the individual accepting delivery and make reasonable efforts to confirm the identity and age of the person receiving order and match it against authorized recipients identified on the order.
3. The TPDP must maintain records to document the verification of IDs, and evidence of ID verification must be provided to PLCB upon request (no proactive provision of such information is required).
4. No delivery may be made unless the order recipient is present and confirmed as both 21 years of age or over and not visibly intoxicated.

L. Customer Returns. The TPDP will have no role in product returns by customers once the product has been successfully delivered. Each order the TPDP picks up from a selected pickup location will be accompanied by a PLCB-issued receipt for the merchandise purchased. The receipt will identify the PLCB's return policy, and customers may return merchandise to any FW&GS store in accordance with that policy.

M. Handling of Merchandise That Cannot Be Delivered. Explain how orders that cannot be delivered (for example, the delivery recipient is not present at time of delivery or cannot be verified as over 21 and not visibly intoxicated) would be handled, noting the following:

1. A transporter-for-hire license does not authorize storage of alcohol overnight or for any length of time beyond delivery efforts. A bailee-for-hire license must be obtained in order to store alcohol.
2. Only pickup locations selected by the Selected Offeror can receive, store and institute refunds for undelivered merchandise during normal hours of operation.

N. Product Damage or Discrepancies While in TPDP's Possession. The TPDP will have an opportunity to inspect each order in-store for accuracy before taking possession of orders, and the TPDP will be responsible for any order damage or discrepancies once it takes possession of a package on behalf of a customer.

All products damaged or subject to discrepancy while in the possession of the TPDP will be the financial responsibility of the TPDP and must be returned and/or reported to the pickup location. The PLCB will process a refund to the customer for the value of the damaged or missing merchandise (including sales tax) and an invoice/claim will be submitted to the TPDP for the retail price of the damaged product(s). It will be the TPDP's responsibility to communicate with the customer regarding order status and delivery interruptions.

Please explain what steps and processes will be pursued to eliminate or minimize product damage and discrepancies.

O. Additional Transporter-for-Hire License Requirements. Additional requirements, some highlighted below, apply to transporter-for-hire licensees, and therefore will apply to any contracted TPDP. Please refer to **Appendix B** for additional information regarding these requirements.

Explain how your company proposes to meet these requirements.

1. A transporter-for-hire licensee must own or lease the vehicles used or, in the alternative, contract with drivers employed by unlicensed transporters to complete the delivery. However, this is not intended to prevent an employee of a transporter-for-hire licensee from using a vehicle owned or leased by the employee to deliver on behalf of the transporter. Therefore, a transporter-for-hire licensee is permitted, subject to the limitations of its license, to transport beverage alcohol in vehicles owned or leased by the licensee or its employees, so long as there is written evidence that the driver is either an employee or contractor of the licensed transporter.
2. The transporter-for-hire licensee must maintain a delivery invoice, bill of lading, or similar document for each delivery to ensure delivery was made to purchaser of the beverage alcohol.
3. A holder of a transporter-for-hire license must maintain, for at least two years, complete and accurate daily records of transactions conducted under the license authority. Records are subject to inspection by the PLCB and the Pennsylvania State Police, Bureau of Liquor Control Enforcement.
4. While transporting alcoholic beverages, a transporter-for-hire licensee must maintain in each vehicle documentation indicating the name and address of the purchaser and the name and address of the seller of the alcoholic beverages being transported.
5. Transporters-for-hire must display on each side of each vehicle used in the operation of the business the name, address, and license identification number

(preceded by “PLCB”) in letters and numbers no smaller than 2 inches in height. A transporter-for-hire may not sell, lease or permit the use by another of a vehicle identified for use in operation of its licensed business without first obscuring the identification displayed on the vehicle. It is permissible for such signage to be magnetic.

- P. Insurance Coverage.** Explain the insurance coverage your business has or will obtain to support the proposed SDD business structure, including coverage of any sub- or independent contractors, as applicable.
- Q. Scaling to Delivery Demands.** Please explain how you propose to scale your delivery efforts to meet unknown and variable demand for SDD services.
- R. Ability to Serve Other Pennsylvania Markets.** Describe how and where delivery services could be geographically expanded in Pennsylvania, should the PLCB determine to extend SDD services to other areas of Pennsylvania, after completion of the pilot program.
- S. Providing delivery of purchases made in-store.** Describe your ability and willingness to provide delivery service upon request when a customer makes an in-store purchase at a FW&GS store and wishes to have it delivered.
 - 1. Identify the retail store locations for which this service could be provided, associated delivery ZIP codes and any limitations on order size.
 - 2. Explain, in detail, how such order requests would be received from FW&GS stores.
 - 3. Propose how delivery fees for such service would be imposed and collected.

III-6. Reports and Project Control. The following reports will be required.

- A. Design Review/Demonstration.** Presentation to the PLCB of the customer-facing ordering platform, once designed and developed. The PLCB must approve FW&GS brand usage and presentation.
- B. Status Reports.** Written and/or oral reports detailing development efforts, system integrations and project progress. Such reports shall detail activities, problems and recommendations. Such status reports will be required on a regular basis at intervals to be agreed upon by the PLCB and the TPDP.
- C. Monthly Promotional Report.** Written reports detailing any proposed delivery discounts, coupons or special promotions.
- D. Problem Identification Report.** An “as required” report, identifying problem areas. The report should describe each 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. Order Summary Report. Monthly reports to be developed in conjunction with the PLCB detailing all orders for SDD received by the TPDP within the prior month, including those successfully fulfilled and delivered and those unable to be fulfilled or delivered. Such reports should include customer information, order details, delivery details including delivery address and order statuses such as “completed as ordered,” “unable to be fulfilled by PLCB,” “unable to be delivered,” “damaged product,” etc. and notes sufficient to detail any delivery or fulfillment interruptions.

F. Final Report. Upon conclusion of the 90-day pilot, a written report detailing pilot performance and identifying opportunities for improvement.

III-7. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror’s failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office’s sole discretion, would be in the best interest of the Commonwealth.

The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror’s, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal on the basis of the requirements of this RFP, including but not limited to, the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix A or to other provisions of the RFP as specifically identified above.**

APPENDIX A

**STANDARD CONTRACT TERMS AND
CONDITIONS**

PLCB RFP #20180828

**PENNSYLVANIA LIQUOR CONTROL BOARD
CONTRACT TERMS AND CONDITIONS
FOR NON-MERCHANDISE PURCHASE ORDERS**

1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after Contractor is issued a Notice to Proceed directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Board shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Contract.

2. EXTENSION OF CONTRACT TERM

The PLCB reserves the right, upon notice to the Contractor, to extend the term of the Contract as set forth in the RFP.

3. DEFINITIONS

As used in this Contract, these words shall have the following meanings:

- a. Agency: The Pennsylvania Liquor Control Board (“PLCB”).
- b. Contracting Officer: The person authorized to administer this Contract for the PLCB and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted

to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

- f. Services: All Contractor activity necessary to satisfy the Contract.

4. **INDEPENDENT PRIME CONTRACTOR**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5. **DELIVERY**

- a. **Supplies Delivery:** All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the PLCB. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this Contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty days after the Effective Date.
- b. **Delivery of Services:** The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

6. **ESTIMATED QUANTITIES**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the PLCB and that the PLCB in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the PLCB. The PLCB reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever the PLCB deems it to be in its best interest.

7. **WARRANTY**

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted

for a period of one year following delivery by the Contractor and acceptance by the PLCB. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the PLCB.

8. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the PLCB under the contract. The Contractor shall defend any suit or proceeding brought against the PLCB on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the PLCB shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the PLCB may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the PLCB at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the PLCB harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the PLCB may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with noninfringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the PLCB, only those items of equipment or software which are held to be infringing, and to pay the PLCB: 1) any amounts paid by the PLCB towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the PLCB for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

9. OWNERSHIP RIGHTS

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

10. ACCEPTANCE

No item(s) received by the PLCB shall be deemed accepted until the PLCB has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the PLCB within fifteen days after notification.

Rejected item(s) left longer than fifteen days will be regarded as abandoned, and the PLCB shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the PLCB's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the PLCB shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the PLCB.

11. PRODUCT CONFORMANCE

The PLCB reserves the right to require any and all Contractors to:

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the PLCB.
- b. Supply published manufacturer product documentation.
- c. Permit a PLCB representative to witness testing at the Contractor's location or at an independent laboratory.
- d. Complete a survey/questionnaire relating to the bid requirements and specifications.
- e. Provide customer references.
- f. Provide a product demonstration at a location near Harrisburg, Pennsylvania.

12. REJECTED MATERIAL NOT CONSIDERED ABANDONED

The PLCB shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the PLCB, the PLCB may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the PLCB, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the PLCB.

13. COMPLIANCE WITH LAW

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

14. POST-CONSUMER RECYCLED CONTENT

- a. Except as specifically waived by the Department of General Services in writing, any products which are provided to the PLCB as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at www.dgs.state.pa.us on the date of submission of the bid, proposal or contract offer.
- b. **Recycled Content Enforcement:** The Contractor may be required, after delivery of the Contract item(s), to provide the PLCB with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

15. COMPENSATION

- a. **Compensation for Supplies:** The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Contract. All item(s) shall be delivered within the time period(s) specified in the Contract. The Contractor shall be compensated only for item(s) that are delivered and accepted by the PLCB.
- b. **Compensation for Services:** The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the PLCB. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

16. TAXES

The PLCB is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment.

The PLCB is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued.

17. ASSIGNMENT OF ANTITRUST CLAIMS

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

18. HOLD HARMLESS PROVISION

- a. The Contractor shall hold the PLCB harmless from and indemnify the PLCB against any and all third-party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the PLCB gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The PLCB may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

19. AUDIT PROVISIONS

The PLCB shall have the right, at reasonable times and at a site designated by the PLCB, to audit the books, documents and records of the Contractor to the extent that the books,

documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three years from date of final payment. The Contractor shall give full and free access to all records to the PLCB and/or their authorized representatives.

20. DEFAULT

- a. The PLCB may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;

- 13) Failure or refusal within ten days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the PLCB terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the PLCB may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the PLCB for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the PLCB, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the PLCB in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated.

Except as provided below, payment for completed work accepted by the PLCB shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the PLCB shall be in an amount agreed upon by the Contractor and Contracting Officer. The PLCB may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the PLCB against loss.

- d. The rights and remedies of the PLCB provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- e. The PLCB's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the PLCB of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

21. **FORCE MAJEURE**

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

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

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

22. **TERMINATION PROVISIONS**

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

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

- b. **NON-APPROPRIATION:** The PLCB's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the PLCB shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose

- c. **TERMINATION FOR CAUSE:** The PLCB shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The PLCB shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the PLCB erred in terminating the Contract or a Purchase Order for cause, then, at the PLCB's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under Subparagraph a.

23. **CONTRACT CONTROVERSIES**

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

- c. Within fifteen days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the PLCB shall compensate the Contractor pursuant to the terms of the Contract.

24. ASSIGNABILITY AND SUBCONTRACTING

- a. Subject to the terms and conditions of this Paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an

assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

25. OTHER CONTRACTORS

The PLCB may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and PLCB employees, and shall coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PLCB employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The PLCB shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

26. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- a. 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 discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- d. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in

violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

- e. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- f. 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.
- g. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- h. 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.

27. 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 contracting and procurement process.

- a. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- (1) “Affiliate” means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - (2) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - (3) “Contractor” means the individual or entity, that has entered into this contract with the Commonwealth.
 - (4) “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
 - (5) “Financial Interest” means either:
 - i. Ownership of more than a 5% interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (6) “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.
 - (7) “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.
- b. 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 or procurement 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 the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, 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.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five years Contractor or Contractor Related Parties have not:
 - i. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - ii. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - iii. had any business license or professional license suspended or revoked;
 - iv. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - v. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- 7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity 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 the Office of the State Inspector General in writing.
- 8) 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, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees

available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an 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 Office of the State 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 refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

- 10) 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.

28. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has

filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

29. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor

agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subparagraph a above.

30. COVENANT AGAINST CONTINGENT FEES

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

31. APPLICABLE LAW

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

32. INTEGRATION

This Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

33. ORDER OF PRECEDENCE

In the event there is a conflict among the documents comprising this Contract, the PLCB and the Contractor agree on the following order of precedence: the Contract, including these terms and conditions; the solicitation; and the Contractor's response to the solicitation.

34. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the PLCB. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the PLCB.

35. CHANGES

The PLCB reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the PLCB is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof.

Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the Contract Controversies Provision.

36. BACKGROUND CHECKS

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended (January 30, 2008) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

37. CONFIDENTIALITY

- a. The Contractor agrees to guard the confidentiality of the Commonwealth's confidential information with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information.

In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked

by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

- b. The obligations stated in this Section do not apply to information:
 - 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - 2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - 5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.
- c. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

38. NOTICE

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the PLCB's Supplier Registration system.
- b. If to the PLCB: the address of the Issuing Office as set forth on the Contract.

39. RIGHT TO KNOW LAW

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. 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.
- c. 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:
 - 1) Provide the Commonwealth, within ten 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
 - 2) Provide such other assistance as the Commonwealth may reasonably request in order to comply with the RTKL with respect to this Contract.
- d. 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 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.
- e. 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 business days of receipt of written notification of the Commonwealth’s determination.
- f. 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.

- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall 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, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

40. INSURANCE REQUIREMENTS

Contractor shall procure and maintain at its expense the following types of insurance issued by companies and evidenced by policies, which companies are authorized to conduct such business under the laws of the Commonwealth of Pennsylvania, and which policies conform to the requirements of this Contract and all applicable Pennsylvania laws and regulations:

- a. Worker's compensation insurance for all Contractor's employees, 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. Contractor is responsible for obtaining from its subcontractors certificates of insurance documenting workers' compensation insurance coverage for all subcontractor employees, and such certificates of insurance must be submitted to the PLCB before any subcontractor work may commence.
- b. Commercial General 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 less than \$1,000,000.00 for injury to or death of one person in a single occurrence and \$3,000,000.00 for injury to or death of more than one person in a single occurrence and \$2,500,000.00 for a single occurrence of property damage.

The insurance must cover, at a minimum, any loss, shortage, breakage, burglary or theft of PLCB merchandise or other Commonwealth property by Contractor's employees and agents that occurs in the performance of this contract. Contractor is responsible for obtaining from its subcontractors certificates of insurance documenting this same insurance coverage for all subcontractor employees, and such certificates of insurance must be submitted to the PLCB before any subcontractor work may commence, or Contractor may cover such subcontractors via its own insurance coverage.

Such policies shall be occurrence rather than claims-made policies and shall include 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.

Prior to commencement of work under this Contract, the Contractor shall provide the PLCB with current certificates of insurance. These certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or adversely changed until at least thirty days prior written notice has been given the PLCB. Copies of such notification shall be sent to the PLCB Contract Administrator.

41. DISCHARGE

If during the term of the Contract, or any additional period or extension thereof, the PLCB is required to discontinue operations due to actions or inactions taken by the courts, the Federal government, the Legislature of the Commonwealth of Pennsylvania, or some other cause beyond the control of the PLCB, PLCB shall notify Contractor as soon as reasonably practicable and this Contract shall immediately expire and both parties are discharged from all terms, conditions, and covenants in this Contract. However, a final settlement of this Contract (including payment for services rendered) is required and shall survive expiration of this Contract.

APPENDIX B

**LIQUOR CODE SECTION, LAWS OF
PENNSYLVANIA**

PLCB RFP #20180828

LIQUOR CODE SECTION, LAWS OF PENNSYLVANIA

Proper performance of the services described in this RFP require strict compliance with the Pennsylvania Liquor Code and PLCB's Regulations. As such, it is advised that you seek private counsel experienced in Pennsylvania liquor law to assist you in obtaining the licenses and permits required by this RFP.

The Liquor Code, PLCB's Regulations, as well as Advisory Opinions and Notices can be found in their entirety under the "Legal" tab on the PLCB's website www.lcb.pa.gov.

Additionally, you may apply for the necessary licenses through the PLCB's online regulatory system, PLCB+ which can be found under the "Licensing" tab on the PLCB's website. You may also contact the Bureau of Licensing at 717-783-8250 for additional licensing questions.

The following list of laws and regulations applicable to this RFP are provided for your guidance and information only. Please be advised that this is not an exhaustive list of all applicable laws. You are solely responsible for compliance with all federal, state, and local laws that may apply to you in the provision of these services:

Pennsylvania Liquor Code:

- 47 P.S. §2-207
- 47 P.S. §4-491
- 47 P.S. § 5-501
- 47 P.S. § 5-505.
- 47 P.S. § 5-512.

PLCB Regulations:

- 40 Pa.Code §§9 et. seq.

Advisory Notice 22, as amended.

In addition to the aforementioned Liquor Code sections that apply to the licensing requirements of this RFP, the selected Offeror, as a Commonwealth vendor, must also 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 C

STATE ADVERSE INTEREST ACT

PLCB RFP #20180828

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 D

SAMPLE CONTRACT

PLCB RFP #20180828

SAMPLE

SAMPLE CONTRACT

THIS CONTRACT (“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 Proposal No. 20180828 *Same Day Delivery Services Procurement for Fine Wine & Good Spirits* (“RFP”) to obtain a third-party delivery provider to participate in a pilot program to provide same day delivery services to consumers from select Philadelphia area Fine Wine & Good Spirits stores; 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 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 provision of same day delivery services.

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 to the PLCB same day delivery services as described in the RFP.
2. CONTRACTOR agrees that the services shall be performed during the contract period of one year following the date of the Notice to Proceed of this Contract. PLCB may amend and extend the contract for up to an additional three years, in single- or multiple- month or year increments.
3. CONTRACTOR will provide the services at no cost to the PLCB and will charge fees to PLCB customers as defined in the RFP.
4. The PLCB and CONTRACTOR agree to be bound by the Standard Contract Terms and Conditions, which is attached hereto and made part of this Contract.
5. The PLCB and CONTRACTOR agree to be bound by the Liquor Code and Laws of Pennsylvania, which is attached and made part of this Contract.
6. The PLCB and CONTRACTOR agree to be bound by the State Adverse Interest Act, which is attached and made part of this contract.

7. 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. This covering document, including signatures.
- b. The Standard Contract Terms and Conditions.
- c. The Liquor Code Sections 210 and 214, Laws of Pennsylvania
- d. The State Adverse Interest Act
- e. The RFP and any addenda, including all referenced Appendices.
- f. The CONTRACTOR's Technical Submittal and any addenda, if applicable

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

CONTRACTOR

BY _____
SIGNATURE DATE

BY _____
PRINTED NAME DATE

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**

BY _____
NAME DATE

TITLE _____

APPROVED FOR FORM AND LEGALITY:

BY _____
OFFICE OF CHIEF COUNSEL (PLCB) DATE

BY _____
OFFICE OF ATTORNEY GENERAL DATE

THIS DOCUMENT IS APPROVED FOR FISCAL RESPONSIBILITY AND BUDGETARY APPROPRIATENESS.

BY _____
FOR COMPTROLLER DATE

APPENDIX E

PROPOSAL COVER SHEET

PLCB RFP #20180828

**PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LIQUOR CONTROL BOARD
RFP# 20180828**

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

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

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

<u>Signature</u>
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 F

**TRADE SECRET/CONFIDENTIAL
PROPRIETARY INFORMATION NOTICE**

PLCB RFP #20180828

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 RFP #12345678. for XYZ being offered by XXXXXXXX. 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>

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 G

PROJECT REFERENCES

PLCB RFP #20180828

Project Reference

Contractor or Subcontractor Entity Name:		
Proposed Role on Project:		
Client:	Contact Name:	Contact Title:
Address:		Contact Phone Number:
Project Title:		Contact Email Address:
Entity's Function on Referenced Project (Title, if Applicable):	Beginning Date of Experience: Mo/Yr	Ending Date of Experience: Mo/Yr
Description of Role Played and Services Provided by Entity:		
Description of how Reference is Similar in Size, Scope, or Focus to this Project:		

APPENDIX H

CORPORATE SIGNATORY DELEGATION AUTHORIZATION

PLCB RFP #20180828

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 _____ at a meeting held by
(Name of Corporation)

them on ____ day of _____, 20____, 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 I

FINE WINE & GOOD SPIRITS BRAND GUIDE

PLCB RFP #20180828

Contents

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Introduction

The Fine Wine & Good Spirits brand identity system has been created to infuse all of our communications and customer touchpoints, from print to online to environments, with a distinctive and highly memorable look and feel. Warm, modern and engaging, our graphic style, when implemented consistently, both distinguishes our offering in the marketplace and builds equity for the Fine Wine & Good Spirits brand.

Our design system encompasses the Fine Wine & Good Spirits visual identity (our logo) and house style, which consists of our selected color palettes, typefaces, proprietary pattern, photography styles and supporting graphics. This design system has also inspired our brand voice, which defines the unique tone and manner of our written communications.

The importance of a consistent visual and verbal identity throughout our branded materials cannot be overstated. Please consult these guidelines frequently to ensure this system is cohesively re-created in every application.

For questions concerning the Fine Wine & Good Spirits identity system, please contact Stacy Kriedeman at 717.346.3277 or Kim Hoover at 717.772.3787.

FINE WINE & GOOD SPIRITS

About the Fine Wine & Good Spirits Brand Identity

The Fine Wine & Good Spirits brand identity system governs all expressions of the PLCB retail brand. This includes all in-store materials and advertising, as well as our online store at FineWineAndGoodSpirits.com. Additionally, the identity system has inspired the design elements for the retail concept stores.

Chairman's Selection is a specialty sales and promotion program within PLCB. It is treated as a sub-brand of Fine Wine & Good Spirits. Although it uses its own specialty logo, the rest of the Chairman's Selection identity system is the same as that for Fine Wine & Good Spirits. Please see the Chairman's Selection User Guidelines for more.

Brand Voice

These days, customers are bombarded with retail slogans, promotions and promises every minute of the day – and it's becoming more and more difficult for companies to cut through the clutter and build meaningful, enduring relationships with customers.

That's why it's more important than ever to really connect with customers: respect them, put them at ease and speak to their needs and desires in a way that's consistent and genuine. For a brand like Fine Wine & Good Spirits, this is absolutely essential. Our entire identity revolves around bringing people together and celebrating real, everyday human moments. We're here to encourage discovery and share our experience, helping our customers create meaningful experiences of their own. If we're true to our brand promise, then our messaging should reinforce this at every level of the brand experience.

To this end, we've developed the following guidelines for our verbal communications, inspired by our core brand attributes. Sticking to this basic verbal style will engage our audience more effectively, strengthen our brand and help us build better relationships with our customers. The point is not to determine actual content, or to restrict its expression, but to infuse the Fine Wine & Good Spirits unique personality into everything we say.

Adventurous

The Fine Wine & Good Spirits brand encourages exploration and discovery, leading to the creation of new stories and experiences. Customers leave feeling surprised and inspired.

Inject energy Use strong, vibrant verbs in the active voice; replace adjectives with verbs when possible ("We excel at..." vs. "We are excellent at...")

Mix it up Vary sentence length and structure to keep things interesting

Be unexpected Capture interest with unusual phrasing or context; play with analogies and metaphors; borrow from other industries or cultures to add a bit of flair

Inviting Fine Wine & Good Spirits strives to be warm and welcoming, creating a space where you can peruse in peace, with knowledgeable, friendly staff that make you feel right at home

Be inclusive Use pronouns like "we," "us," "our" (not just "you") to better connect with customers

Draw them in Engage readers with vibrant headlines, strong captions, shorter paragraphs, etc.

Call to action What do you want the customer to do? Point to more information, outline next steps, play up a promotion or the benefits of purchase, etc.

Celebratory

Our mission revolves around bringing people together to celebrate the universal experiences that bind us together and bring joy and color to our lives.

Evoke an experience Try a narrative tone/style, paint a vivid picture of the ideal post-purchase scenario, use concrete details to suggest a setting or mood

Suggest diversity Draw inspiration from a wide variety of cultures and occasions; one size does not fit all!

Keep it light Create a festive tone with informal, energetic vocabulary; avoid stuffiness or jargon (but also avoid gratuitous "youth speak," lots of exclamation points, etc. – keep it genuine)

Human

It's all about connections; the ability to share our experiences with each other is what makes us human. At Fine Wine & Good Spirits, every customer is a friend in the making – and a part of our family.

Be conversational Write more like you speak; use some contractions and sentence fragments; avoid clichés

Emphasize the benefits Focus on what the brand can do for the customer vs. just promoting the brand

Stay balanced Express professional confidence, but with a bit of humility; serving the customer is not an obligation, but a privilege – and a chance to shine

Primary Logo

The Fine Wine & Good Spirits primary logo is a unique piece of artwork created specifically for our brand. It is intended for use in all of our branded materials.

The logo artwork consists of the Fine Wine & Good Spirits wordmark within a containing shape that has been specially drawn to resemble a stamp. This one-of-a-kind design must be protected through consistent and conscientious use in every application.

Preferred placement for the logo is flush with the left or right edge of a layout. However, it may be positioned elsewhere depending upon the needs of the application. For example, in narrow formats, such as shopping bags, the logo may be positioned vertically, flush with the top of the layout.

Please note that the primary logo is not intended for signage. Please see the signage guidelines for information on the limited-usage logo, which has been created for all exterior signage applications.

Do not alter, add to or re-create the logo in any way. Only use the approved digital files when applying the logo.



Clear Space and Minimum Size

The logo must be surrounded by a generous field of clear space in every application. This helps to ensure its visibility by protecting the artwork from competing visuals, such as text and graphics.

As demonstrated, the logo's minimum allowable clear space is equal to the cap height of the wordmark. This specification applies to all versions of the logo.

Clear Space



At smaller sizes, the logo risks losing its legibility and definition. As shown below, the minimum size for the primary logo is equal to 0.25" in height.

For sizes smaller than this please see the small-usage logo on page 09.

Minimum Size



Limited-Usage Logo

The primary logo is always the preferred variation to use. The limited-usage logo is only to be applied when absolutely necessary.

The limited-usage logo places the Fine Wine & Good Spirits wordmark in a stacked arrangement. It is intended only for layouts with limited horizontal space that cannot accommodate the primary logo.

As with the primary logo, the minimum allowable clear space for this variation is equal to the cap height of the wordmark.

As demonstrated, the minimum allowable size is equal to 0.45" in height.

Please remember that the limited-usage logo is only to be applied in specialized circumstances, such as when the dimensions of a layout compromise the visibility of the primary logo. It is not to be used interchangeably with the primary logo. Please obtain permission from Michelle Bonsick or Kim Hoover before using the limited-usage logo.

Limited-Usage Logo



Minimum Size



Small-Usage Logos

The small-usage logos feature containing shapes with straight edges, which allow the artwork to maintain its definition at smaller sizes. These variations are only to be used when an application requires the primary or limited-usage logo to appear below its minimum size.

As with the primary logo, the minimum allowable clear space is equal to the cap height of the wordmark.

As demonstrated, the minimum allowable size for the small-usage logo is equal to .175" in height.

The minimum allowable size for the limited-usage/small-usage logo is equal to .375" in height.

Please remember that the primary logo is always the preferred variation to use. The small-usage logos are only to be applied when necessary.

Small-Usage Logo



Minimum Size



Limited-Usage/Small-Usage Logo



Minimum Size



Logo Color Variations

Fine Wine & Good Spirits Brown is always the preferred logo color. Whenever reproduction methods allow, this is the color variation to use. See pages 14 and 15 for color values.

The one-color black logo is for applications with limited color reproduction, such as newsprint. This is the only approved use of the one-color black logo.

The small-usage and limited-usage logos are also available in these color options.

Preferred



One-Color Black



Logo Misuse

The exhibits shown here demonstrate a few of the many ways the logo artwork must never be reproduced or applied. Under no circumstances is the logo to be altered, added to or re-created. This includes use of the containing shape as an independent design element.



FINE WINE & GOOD SPIRITS

The image shows the logo text 'FINE WINE & GOOD SPIRITS' in white, set within a red, scalloped-edged rectangular shape. A red diagonal line is drawn across the entire logo.

DO NOT change the color of the containing shape



FINE WINE & GOOD SPIRITS

The image shows the logo text 'FINE WINE & GOOD SPIRITS' in a white, handwritten-style font, set within a dark red, scalloped-edged rectangular shape. A red diagonal line is drawn across the entire logo.

DO NOT re-typeset the wordmark



FINE WINE & GOOD SPIRITS

The image shows the logo text 'FINE WINE & GOOD SPIRITS' in white, set within a dark red, horizontally-oriented oval shape. A red diagonal line is drawn across the entire logo.

DO NOT change the containing shape



FWGS

The image shows the letters 'FWGS' in white, set within a dark red, scalloped-edged rectangular shape. A red diagonal line is drawn across the entire logo.

DO NOT change the wordmark into an acronym



FINE WINE & GOOD SPIRITS

The image shows the logo text 'FINE WINE & GOOD SPIRITS' in white, set within a dark red, scalloped-edged rectangular shape that is stretched horizontally. A red diagonal line is drawn across the entire logo.

DO NOT distort the proportions of the containing shape



**FINE WINE
& GOOD SPIRITS**

The image shows the logo text 'FINE WINE & GOOD SPIRITS' in white, set within a dark red, scalloped-edged rectangular shape. The text is split across two lines. A red diagonal line is drawn across the entire logo.

DO NOT change the wordmark elements



FINE WINE & GOOD SPIRITS

The image shows the logo text 'FINE WINE & GOOD SPIRITS' in white, set within a dark red, scalloped-edged rectangular shape with a vertical gradient from light to dark. A red diagonal line is drawn across the entire logo.

DO NOT add a gradient to the containing shape



GREAT DEALS ON WINE

The image shows the text 'GREAT DEALS ON WINE' in white, set within a dark red, scalloped-edged rectangular shape. A red diagonal line is drawn across the entire logo.

DO NOT create a promotional message using the containing shape

File Naming

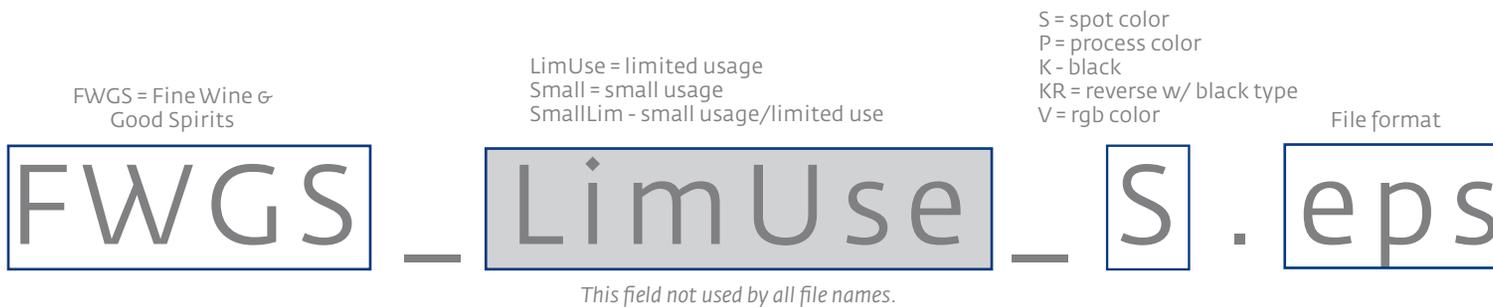
Use this naming convention guide to select the appropriate electronic FWGS logo for reproduction.

All logos have been provided in EPS format. EPS logos can be proportionally scaled (enlarged and reduced) without degradation in quality. EPS files can be imported into or opened by, page layout and illustration software such as QuarkXPress™, Adobe® InDesign®, Adobe Illustrator® and Adobe Photoshop®.

Some logos have also been provided in JPG and TIF formats.

JPG logos are suitable for digital and video use with Web publishing and presentation software.

TIF files can be used in Microsoft® Word®, PowerPoint® and Excel®.



File Key

PRIMARY LOGO

EPS	
Spot color	FWGS_S.eps
Process Color	FWGS_P.eps
Black	FWGS_K.eps
Reverse w/ black type	FWGS_KR.eps
RGB color	FWGS_V.eps
JPG	
Process color	FWGS_P.jpg
Black	FWGS_K.jpg
Video	FWGS_V.jpg
TIF	
Process color	FWGS_P.tif
Black	FWGS_K.tif
Reverse w/ black type	FWGS_KR.tif

LIMITED USAGE LOGO

EPS	
Spot color	FWGS_LimUse_S.eps
Process Color	FWGS_LimUse_P.eps
Black	FWGS_LimUse_K.eps
Reverse w/ black type	FWGS_LimUse_KR.eps
RGB color	FWGS_LimUse_V.eps
JPG	
Process color	FWGS_LimUse_P.jpg
Black	FWGS_LimUse_K.jpg
Video	FWGS_LimUse_V.jpg
TIF	
Process color	FWGS_LimUse_P.tif
Black	FWGS_LimUse_K.tif
Reverse with black type	FWGS_LimUse_KR.tif

SMALL USAGE LOGO

EPS	
Spot color	FWGS_Small_S.eps
Process Color	FWGS_Small_P.eps
Black	FWGS_Small_K.eps
Reverse w/ black type	FWGS_Small_KR.eps
RGB color	FWGS_Small_V.eps
JPG	
Process color	FWGS_Small_P.jpg
Black	FWGS_Small_K.jpg
Video	FWGS_Small_V.jpg
TIF	
Process color	FWGS_Small_P.tif
Black	FWGS_Small_K.tif
Reverse w/ black type	FWGS_Small_KR.tif

SMALL USAGE LOGO (LIMITED USE)

EPS	
Spot color	FWGS_SmallLim_S.eps
Process Color	FWGS_SmallLim_P.eps
Black	FWGS_SmallLim_K.eps
Reverse w/ black type	FWGS_SmallLim_KR.eps
RGB color	FWGS_SmallLim_V.eps
JPG	
Process color	FWGS_SmallLim_P.jpg
Black	FWGS_SmallLim_K.jpg
Video	FWGS_SmallLim_V.jpg
TIF	
Process color	FWGS_SmallLim_P.tif
Black	FWGS_SmallLim_K.tif
Reverse w/ black type	FWGS_SmallLim_KR.tif

House Style

The Fine Wine & Good Spirits house style includes our selected colors, typefaces and imagery styles, in addition to a proprietary pattern and supporting visuals. When used consistently with the logo artwork across our brand touchpoints, the result is a highly engaging look and feel that distinguishes the Fine Wine & Good Spirits brand within the marketplace and to ensure consumer recognition.

For questions concerning the Fine Wine & Good Spirits identity system, please contact Stacy Kriedeman at 717.346.3277 or Kim Hoover at 717.772.3787.

Color Palette: Coated

Our color palette is led by our logo color, Fine Wine & Good Spirits Brown. In addition to our logo, it is featured throughout our design system in backgrounds, text and containing shapes.

Warm, fun and modern, our secondary colors provide a wide range of options for use throughout our materials. They are especially useful for color-coding information in print collateral and signage programs.

The colors seen on this page are for printing on coated stock, which is always preferred for Fine Wine & Good Spirits branded materials. If coated stock is unavailable or cost prohibitive, please see the next page for color values for printing on uncoated stock.

Primary

Secondary

Brown C PMS 1817 CMYK: 23/84/54/68 RGB: 95/48/50 HEX: 5f3032	Dark Green C PMS 5753 CMYK: 40/19/66/58 RGB: 91/99/53 HEX: 5b6335	Dark Red C PMS 202 CMYK: 10/97/61/48 RGB: 135/36/52 HEX: 872434	Dark Beige C PMS 7511 CMYK: 5/48/93/23 RGB: 180/112/21 HEX: b47015	Dark Orange C PMS 173 CMYK: 0/80/94/1 RGB: 214/73/42 HEX: d6492a	Dark Blue C PMS 3015 CMYK: 100/31/5/20 RGB: 0/101/162 HEX: 0065a2	Dark Turquoise C PMS 569 CMYK: 86/6/45/20 RGB: 0/132/120 HEX: 008478
	Medium Green C PMS 392 CMYK: 20/12/100/48 RGB: 126/122/0 HEX: 7e7a00	Medium Red C PMS 200 CMYK: 3/100/66/12 RGB: 190/15/52 HEX: be0f34	Medium Beige C PMS 7510 CMYK: 4/35/65/10 RGB: 203/143/66 HEX: cb8f42	Medium Orange C PMS 158 CMYK: 0/64/95/0 RGB: 234/113/37 HEX: ea7125	Medium Blue C PMS 2925 CMYK: 84/21/0/0 RGB: 0/150/219 HEX: 0096db	Medium Turquoise C PMS 3268 CMYK: 89/0/50/0 RGB: 0/173/147 HEX: 00ad93
	Light Green C PMS 4515 CMYK: 5/14/50/24 RGB: 183/166/109 HEX: b7a66d	Light Red C PMS 494 CMYK: 0/43/10/0 RGB: 230/161/174 HEX: e6a1ae	Light Beige C PMS 7508 CMYK: 0/15/40/4 RGB: 228/192/139 HEX: e4c08b	Light Orange C PMS 7514 CMYK: 2/33/33/6 RGB: 218/169/144 HEX: daa990	Light Blue C PMS 2905 CMYK: 44/1/0/0 RGB: 141/201/232 HEX: 8dc9e8	Light Turquoise C PMS 3248 CMYK: 47/0/24/0 RGB: 124/211/198 HEX: 7cd3c6
Black C PMS Process Black CMYK: 0/0/0/100 RGB: 29/29/29 HEX: 1d1d1d	Gray C PMS 7531 CMYK: 16/28/36/49 RGB: 133/115/98 HEX: 857362	Light Gray C PMS 7529 CMYK: 26/26/33/0 RGB: 190/178/166 HEX: beb2a6	Light Yellow C PMS 7499 CMYK: 1/2/20/0 RGB: 238/232/197 HEX: eee8c5	White C CMYK: 0/0/0/0 RGB: 255/255/255 HEX: ffffff		

In lieu of the colors listed on this page, you may use the PANTONE® colors cited, the standards for which can be found in the current edition of the PANTONE formula guide. PANTONE® is the property of Pantone, Inc.

Color Palette: Uncoated

Our color palette is led by our logo color, Fine Wine & Good Spirits Brown. In addition to our logo, it is featured throughout our design system in backgrounds, text and containing shapes.

Warm, fun and modern, our secondary colors provide a wide range of options for use throughout our materials. They are especially useful for color-coding information in print collateral and signage programs.

The color values seen here are for printing on uncoated stock. Please see the previous page for coated color values.

Primary

Secondary

Brown U PMS 1817 CMYK: 20/80/65/46 RGB: 119/84/84 HEX: 775454	Dark Green U PMS 5747 CMYK: 41/20/73/13 RGB: 103/107/74 HEX: 676b4a	Dark Red U PMS 201 CMYK: 8/89/59/22 RGB: 165/84/98 HEX: a55462	Dark Beige U PMS 7511 CMYK: 9/45/97/25 RGB: 161/115/80 HEX: a17350	Dark Orange U PMS 173 CMYK: 0/71/94/4 RGB: 208/99/81 HEX: d06351	Dark Blue U PMS 3015 CMYK: 100/15/4/24 RGB: 0/103/150 HEX: 006796	Dark Turquoise U PMS 569 CMYK: 87/8/55/6 RGB: 54/138/128 HEX: 368a80
Medium Green U PMS 398 CMYK: 16/5/96/24 RGB: 152/149/45 HEX: 98952d	Medium Red U PMS 200 CMYK: 3/88/62/10 RGB: 190/78/94 HEX: be4e5e	Medium Beige U PMS 131 CMYK: 3/39/97/9 RGB: 199/135/52 HEX: c78734	Medium Orange U PMS 158 CMYK: 0/51/84/0 RGB: 239/126/80 HEX: ef7e50	Medium Blue U PMS 2995 CMYK: 89/0/1/0 RGB: 0/155/218 HEX: 009bda	Medium Turquoise U PMS 3268 CMYK: 66/0/42/0 RGB: 0/175/151 HEX: 00af97	
Light Green U PMS 4525 CMYK: 8/10/44/15 RGB: 194/181/140 HEX: c2b58c	Light Red U PMS 495 CMYK: 2/36/11/0 RGB: 239/176/187 HEX: ef0bb	Light Beige U PMS 7508 CMYK: 2/23/52/3 RGB: 225/179/134 HEX: e1b386	Light Orange U PMS 7514 CMYK: 11/33/39/0 RGB: 218/168/150 HEX: daa896	Light Blue U PMS 2905 CMYK: 37/1/3/0 RGB: 134/199/233 HEX: 86c7e9	Light Turquoise U PMS 3248 CMYK: 49/0/29/0 RGB: 113/210/193 HEX: 71d2c1	
Black U PMS Process Black CMYK: 0/0/0/100 RGB: 84/82/81 HEX: 545251	Gray U PMS 7531 CMYK: 14/23/33/46 RGB: 136/125/115 HEX: 887d73	Light Gray U PMS 7529 CMYK: 6/12/19/19 RGB: 192/180/170 HEX: c0b4aa	Light Yellow U PMS 7499 CMYK: 1/2/20/0 RGB: 246/237/202 HEX: c0b4aat	White U CMYK: 0/0/0/0 RGB: 255/255/255 HEX: ffffff		

Note: The colors shown with a black border differ from the colors used in the coated palette.

In lieu of the colors listed on this page, you may use the PANTONE® colors cited, the standards for which can be found in the current edition of the PANTONE formula guide. PANTONE® is the property of Pantone, Inc.

Color Palette: Usage Recommendation

The color combinations seen here have been selected to assist you in pairing colors for use in communications. These groupings provide a high level of visual contrast with one another and are recommended for use in text and backgrounds.

As shown, the warm colors are recommended for use in communications specific to wine. The cool colors are recommended for spirits.

Core Colors

Brown C PMS 1817 CMYK: 23/84/54/68 RGB: 95/48/50 HEX: 5f3032	Dark Beige C PMS 7511 CMYK: 5/48/93/23 RGB: 180/112/21 HEX: b47015	Medium Beige C PMS 7510 CMYK: 4/35/65/10 RGB: 203/143/66 HEX: cb8f42
---	---	---

Wine = Warm Colors

Dark Green C PMS 5753 CMYK: 40/19/66/58 RGB: 91/99/53 HEX: 5b6335	Medium Green C PMS 392 CMYK: 20/12/100/48 RGB: 126/122/0 HEX: 7e7a00	Light Green C PMS 4515 CMYK: 8/14/50/24 RGB: 183/166/109 HEX: b7a66d	Dark Red C PMS 202 CMYK: 10/97/61/48 RGB: 135/36/52 HEX: 872434	Medium Red C PMS 200 CMYK: 3/100/66/12 RGB: 190/15/52 HEX: be0f34	Light Red C PMS 494 CMYK: 0/43/10/0 RGB: 230/161/174 HEX: e6a1ae	Dark Orange C PMS 173 CMYK: 0/80/94/1 RGB: 214/73/42 HEX: d6492a	Medium Orange C PMS 158 CMYK: 0/64/95/0 RGB: 234/113/37 HEX: ea7125	Light Orange C PMS 7514 CMYK: 2/33/33/6 RGB: 218/169/144 HEX: daa990
--	---	---	--	--	---	---	--	---

Spirits = Cool Colors

Dark Blue C PMS 3015 CMYK: 100/31/5/20 RGB: 0/101/162 HEX: 0065a2	Medium Blue C PMS 2925 CMYK: 84/21/0/0 RGB: 0/150/219 HEX: 0096db	Light Blue C PMS 2905 CMYK: 44/1/0/0 RGB: 141/201/232 HEX: 8dc9e8	Dark Turquoise C PMS 569 CMYK: 86/6/45/20 RGB: 0/132/120 HEX: 008478	Turquoise C PMS 3268 CMYK: 89/0/50/0 RGB: 0/173/147 HEX: 00ad93	Light Turquoise C PMS 3248 CMYK: 47/0/24/0 RGB: 124/211/198 HEX: 7cd3c6
--	--	--	---	--	--

In lieu of the colors listed on this page, you may use the PANTONE® colors cited, the standards for which can be found in the current edition of the PANTONE formula guide. PANTONE® is the property of Pantone, Inc.

Typography

Typography is an integral component of the Fine Wine & Good Spirits house style system that impacts every communication we produce, from printed materials to signage to our website to our official business communications.

With so many applications produced each year, it is essential that we maintain a consistent typographic style to help ensure the readability of our communications, as well as to contribute to the overall look and feel of our house style.

By providing different typeface families for specific purposes, designers are equipped with the tools they need to create attractive and easy-to-read text structures in a variety of communication channels.

On the following pages, we outline the various typeface families that have been selected for use in print, online and business applications.

Typography: Primary and Secondary

Fedra Sans and Fedra Serif A are complementing typefaces intended for most primary and secondary text applications.

Modern and friendly, Fedra Sans is intended for headlines, messaging and other display text. Its consistent use adds to the warm and welcoming feel of our branded materials.

For use in titles, headlines, messaging and other display text

Primary

Fedra Sans Book

Fedra Sans Book Italic

Fedra Sans Normal

Fedra Sans Normal Italic

Fedra Sans Medium

Fedra Sans Medium Italic

Fedra Sans Bold

Fedra Sans Bold Italic

ABCDEFGHIJKLMNOP
QRSTUVWXYZabcdefghijklmnop
hijklmnopqrstuvwxyz
1234567890!@#\$%^&*()

The alternate Fedra typefaces are to be used for numerical data and special characters only. Their letterforms are not to be used.

Alternate

Fedra Sans Book TF, Normal TF, Medium TF, Bold TF

1234567890!@#\$%^&*()

Fedra Serif A has been selected for use in body copy and text blocks. It remains highly legible at smaller sizes, while balancing our primary text applications.

Fedra Sans and Fedra Serif A are for use in customer-facing print materials only, and are not for use in web and business applications. Please see page 20 for typefaces to use in these applications.

For use in body copy and text blocks

Secondary

Fedra Serif A Book

Fedra Serif A Book Italic

Fedra Serif A Normal

Fedra Serif A Normal Italic

Fedra Serif A Medium

Fedra Serif A Medium Italic

Fedra Serif A Bold

Fedra Serif A Bold Italic

ABCDEFGHIJKLMNOP
QRSTUVWXYZabcdefghijklmnop
hijklmnopqrstuvwxyz
1234567890!@#\$%^&*()

Alternate

Fedra Serif A Book TF, Normal TF, Medium TF, Bold TF

1234567890!@#\$%^&*()

Typography: Specialty

The friendly, hand-drawn style of Louisiana is the perfect typeface to use for messaging in editorial and lifestyle materials, such as retail magazines and posters. With its fun, personable letterforms, this typeface reaches out to customers and entices them to take a closer look.

It is important to remember, however, that Louisiana is for use in specialty type applications only. It is not to be used in place of Fedra Sans as the primary typeface.

For use in consumer messaging in editorial materials and posters only. **Do not use Louisiana in place of Fedra Sans.**

Speciality

Louisiana

ABCDEFGHIJKLMN OPQ
RSTUVWXYZ abcdef
ghijklmnopqrstuvw xyz
1234567890!@#\$%^&*()

Overuse of Louisiana will dilute its impact and can cause a layout to appear cluttered and unfocused.

Do not use Louisiana in all caps as this compromises the legibility of the text.

Typography: Web and Business Applications

Verdana is the approved typeface for use in all online applications, including messaging and body copy. With its clean, classic letterforms, Verdana provides high visibility when viewed onscreen.

Times Roman has been selected for all business materials. This classic serif typeface, commonly available in Microsoft Office applications, provides our official business materials with a highly professional look and feel.

For use in all online applications

Verdana Regular
Verdana Bold

Verdana Regular Italic
Verdana Bold Italic

ABCDEFGHIJKLMNOP
QRSTUVWXYZabcdefghijklmnop
hijklmnopqrstuvwxyz
1234567890!@#\$%^&*()

For use in all business applications

Times Regular
Times Bold

Times Regular Italic
Times Bold Italic

ABCDEFGHIJKLMNO
PQRSTUVWXYZabcde
fghijklmnopqrstuvwxyz
1234567890!@#\$%^&*()

Typography Usage: Standard Layouts

When setting type always establish a clear, logical text structure to assist the reader in navigating the content. This applies to both editorial layouts and informational pieces, such as charts and product descriptions.

Titles, headlines and messaging should always be prominently sized and positioned. Fedra Sans is for use in these primary text applications. Louisiana is strictly intended for consumer messaging in editorial and lifestyle materials.

Subheads and secondary messaging should be set using a weight and size that will clearly indicate the next layer of information.

Body copy and other text blocks should always be set in Fedra Serif A to take advantage of its high visibility at smaller sizes.

Always make efficient use of the available space. Large areas of white space and generous leading are always recommended because they reduce eyestrain.

Numerical data should be set using the alternate Fedra weights, whose numerals are more easily read in charts and price callouts.

Information Graphics

Headline and Subhead:

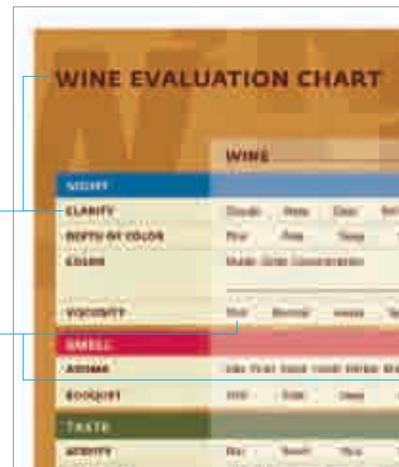
Fedra Sans Bold or Medium, All caps, Tracking 50

Body Copy:

Fedra Sans Normal or Book, Sentence case, No tracking

Caption and Footnote:

Fedra Sans Normal Italic or Book Italic, Sentence case, No tracking



Wine Evaluation Chart



Glass Guide

Editorial Communications

(or communication pieces with heavy body copy)

Headline and Subhead:

Fedra Sans Bold or Medium, All caps, Tracking 50

Fedra Sans Book, Sentence case, No tracking

Body Copy:

Fedra Serif A Book, Sentence case, No tracking

Caption and Footnote:

Fedra Sans Book Italic, Sentence case, No tracking



Experience Brochure

Typography Usage: Online

When setting type, always establish a clear, logical text structure to assist the reader in navigating the content. This applies to both editorial layouts and informational pieces, such as charts and product descriptions.

As discussed previously, the Verdana family of typefaces is intended for all web applications. Its many weights and styles should always be used to optimize visibility of the online text and to establish an easy-to-follow information hierarchy.

Please remember that Louisiana is intended for consumer messaging in editorial and lifestyle materials only.

Always make efficient use of the available space. Large areas of white space and generous leading are always recommended to reduce eyestrain.

Headline and Subhead:
Verdana Bold,
All caps or Sentence case, No Tracking

Body Copy:
Verdana Regular, Sentence case, No tracking

Caption and Footnote:
Verdana Italic
Sentence case, No tracking

**BELVEDERE
VODKA**

REGION
Country

DESCRIPTION
Conversational description of featured product including flavor, uniqueness, and usage.

Product Description

Featured Selection

Other featured selections

Learn More

Featured Homepage Item



Pattern

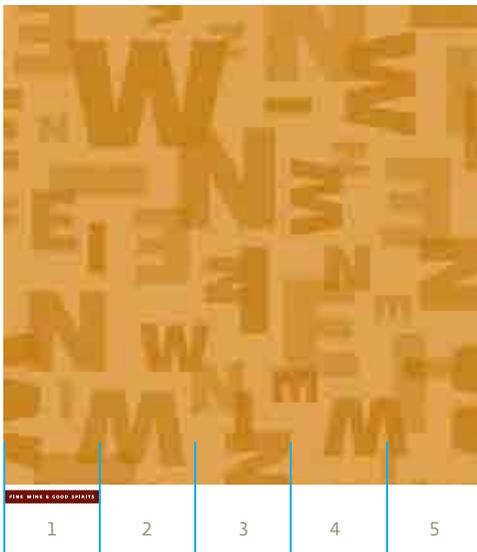
The Fine Wine & Good Spirits pattern is a unique visual device that can be used to fill large and small content areas in everything from shopping bags to apparel to gift cards.

The pattern can be expanded by duplicating and rotating the artwork until the desired size is achieved.

When applying the logo to a patterned background, it is necessary to maintain visual proportion between the logo artwork and the design of the pattern. The exhibits below demonstrate the recommended logo proportion to use in large and small formats.

As demonstrated on the following pages, a variety of pre-selected color combinations are available for use in the pattern design.

Large Formats



Gift bag

Divide the pattern into fifths. The logo is approximately 1/5 of the 36" pattern.

Small Formats



Gift card

Divide the pattern into sixteenths. The logo is approximately 7/16 of the 36" pattern.

Pattern: Scaling

The Fine Wine & Good Spirits pattern can be cropped as needed to best fit a layout.

As shown, the basic pattern artwork is a repeatable unit, which allows designers to expand the artwork. This treatment is recommended for larger area formats.

Pattern



Original Artwork (Repeatable Unit)



50%



100%



200%

Scalability

The pattern can also be magnified before cropping in order to focus on a tighter area. This treatment is recommended for smaller formats, such as gift cards.

When working with the pattern, please remember that it must always be clearly evident that the pattern is a stylistic treatment of the word "wine."

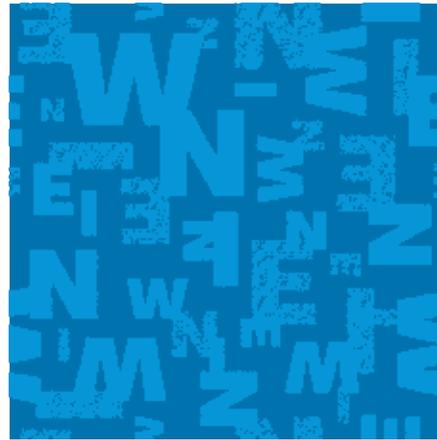
Do not scale the pattern more than 200%.

Pattern: Color Combinations

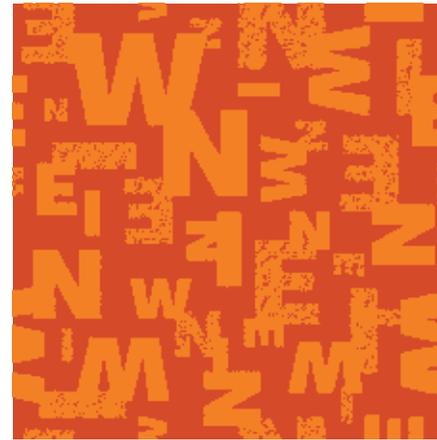
The pattern should only use the approved color combinations seen here. These color pairings have been specifically selected to ensure a high level of visibility and contrast for the elements within the graphic pattern.



Dark Beige over Medium Beige



Medium Blue over Dark Blue



Medium Orange over Dark Orange



Fine Wine & Good Spirits Brown 70% over Fine Wine & Good Spirits Brown 100%



Medium Green over Dark Green



Medium Red over Dark Red

Pattern: Misuse

The exhibits seen here demonstrate a few of the many ways the pattern is not to be reproduced or applied.



DO NOT scale the pattern out of proportion with the logo



DO NOT distort the pattern



DO NOT use unapproved color combinations



DO NOT add other characters to the wine pattern



DO NOT scale the pattern too large



DO NOT scale the pattern too small

Photography Style

Fine Wine & Good Spirits customer materials rely heavily on photography to engage our audiences, promote our products and suggest the great experiences that we help make happen.

With six distinct subject categories, our photography style provides designers with a wide range of choices. Only high-quality, professionally shot photographs should be used, as this will help to create an editorial look and feel similar to glossy magazines in the food, wine and lifestyle categories.

Despite the varying subject matter, all of our imagery is unified through the use of warm lighting, rich colors and deep textures. Additionally, in each photograph, a “guide light” should be used to clearly illuminate a central feature and establish a focal point that will draw the viewer’s attention.

The following pages discuss each photography category and provide instruction on how to select images that align with the look and feel of our identity system.

Photography Style: Product Origin

As demonstrated, sweeping vistas of wine- and spirit-making regions provide an unmistakable sense of provenance in these images.

This scenic imagery style should always rely on simple compositions with plentiful environmental details, golden light and rich hues.



Photography Style: Materials

A tight focus on product ingredients and associated materials adds texture to an image while creating a unique perspective to engage the viewer.

Fruit, grain, bottles, corks and similar items essential to production of wines and spirits are a few of the recommended subjects for this photo category.



Photography Style: Process

Images of wine and spirit production convey the quality and craftsmanship of our many offerings. As in other photo categories, unique angles and perspectives are recommended to add interest and style.

These images should always feature an ingredient, process, tool or situation that is easy for viewers to recognize.



Photography Style: Product

Product photography should always be straightforward, well structured and well lit. Using a white background is always recommended to ensure that labels and other identifying bottle features are clearly defined. Additionally, a reflective surface is to be used to add style and interest to these uncomplicated images (see page 33).

Please note that photography for our web applications differs in structure from other consumer materials. Please contact the brand manager for information on shooting photography for FineWineAndGoodSpirits.com.



Photography Style: Still Life

Still life photography features our products in context to suggest their flavors and aromas, as well as idealized environments where they might be enjoyed.

Rich lighting, interesting angles and subtle but easily recognized location details are always recommended. Maintaining a crisp focus on the subject in the foreground establishes a distinct focal point for these images.



Photography Style: Lifestyle/Moment Makers

Lifestyle photography captures our customers while they are clearly enjoying a moment with our products. All models must appear to be **at least 35 years of age** and be pleasant, content and in control.

This photography category is especially important because it illustrates our brand positioning. A wide demographic should always be featured to suggest our many types of customers.



Product Photography: Reflections

Adding reflections to product photography is an easy way to add a premium look and feel to these otherwise straightforward images.

To add a reflection, start by silhouetting the bottle shape using Adobe® Photoshop® or similar photo-editing software. Select Add Reflection and following the exhibit below, extend the reflection to equal 30% of the height of the bottle.

Then adjust the transparency on the reflection to progress from 30% to 100% as demonstrated.

Original Photos



Vertical Bottle Treatment



Photography Style: Horizontal Cropping

Horizontally cropping an image is useful for creating content for space-limited applications, such as web banners.

As demonstrated, it is important to select an area of the image that can be removed and still tell the story of the complete photograph.

Always avoid creating new images that may appear abstract or obscure. It is extremely important that the subject of the cropped photo be immediately recognizable.



Sample of horizontal cropping



Sample of horizontal cropping



DO NOT crop the image so the context is lost



DO NOT crop the image so the context is lost

Photography Style: Vertical Cropping

Vertically cropping an image is useful for creating content for space-limited applications, such as web banners.

As demonstrated, it is important to select an area of the image that can be removed and still the story of the complete photograph.

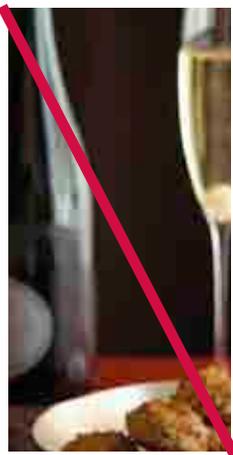
Always avoid creating new images that may appear abstract or obscure. It is extremely important that the subject of the cropped photo be immediately recognizable.



Sample of vertical cropping



Sample of vertical cropping



DO NOT crop the image so the context is lost



DO NOT crop the image so the context is lost

Photography Style: Misuse

The following exhibits demonstrate photography selections that do not align with the Fine Wine & Good Spirits visual style.



DO NOT feature models who may appear to be under age 35. Always confirm models' ages



DO NOT use black and white photography



DO NOT use black and white photography

Supporting Graphics

The supporting graphics are secondary visuals that can be used to add interest and additional information to a layout. These elements are applied either as transparencies over an image or are positioned in the background.

The region seals feature renderings of iconic landmarks from major wine producing countries and regions. These graphics are also useful for in-store signage and consumer materials dedicated to a specific place of origin.

The product seals identify our many offerings using simple type treatments locked up with the Fine Wine & Good Spirits name.

The handwriting graphics suggest correspondence, story telling and connection, concepts that tie back to the Fine Wine & Good Spirits positioning of enjoying great experiences. These visuals should always bleed off the edge of the layout.

Passport stamps and vintage postage stamps provide additional options for indicating product origin, while also suggesting the excitement of traveling domestically and abroad.

Portions of these supporting graphic elements may bleed off the edges of the layout to suggest actual hand-placed stamps.

Supporting Graphics

Regions



Products - Spirits



Products - Cordials



Supporting Graphics

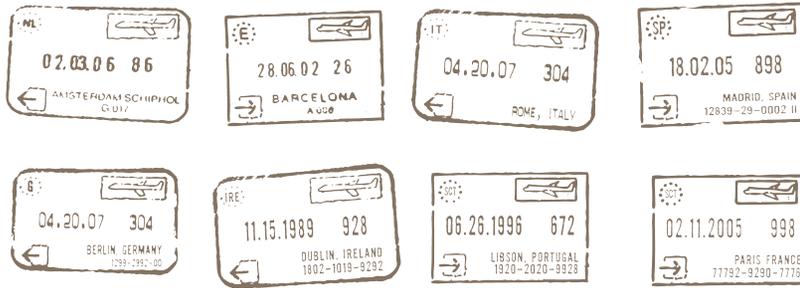
Handwriting

The world is the abiding work of a few
 men of great vision. But here the passion
 of a man is a man's work of humanity and
 the work of people is in itself the thing.
 The movement of a crowd is one of unparallel
 intensity and purpose - a purpose for
 which I believe. Fascinating like a passion
 of flame, the crowd, by its human significance,
 transcends all else to other things.
 I look with my sculptor's hand upon the
 things and scenes, some possible but the scene
 which is also present. A sea of people
 moves in an instant and forms a city, swells
 to the widest thing of my fellow being in my
 only heart.

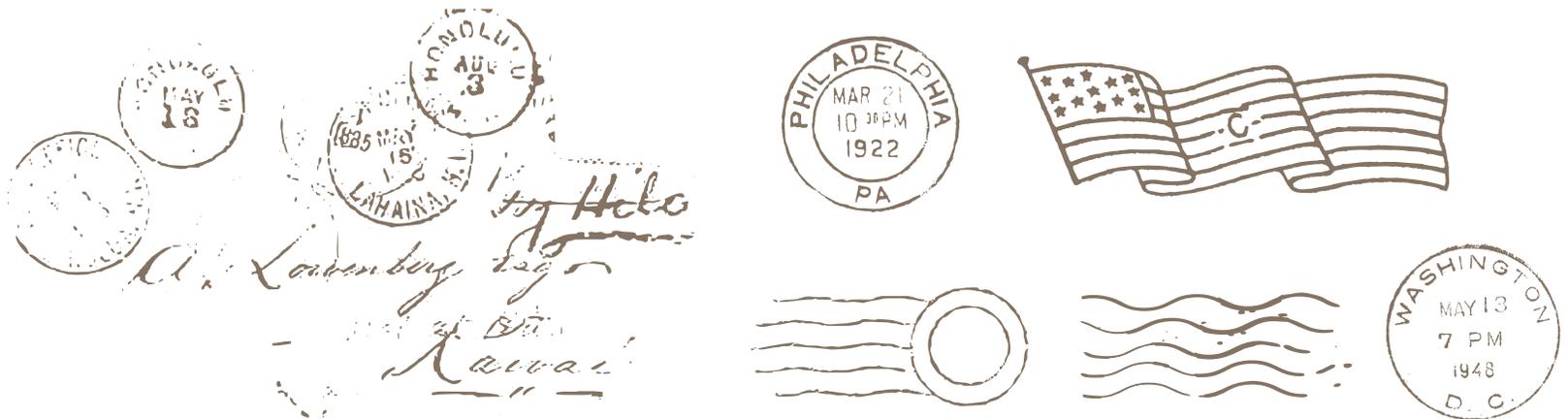
The world is the abiding work of a few
 men of great vision. But here the passion
 of a man is a man's work of humanity and
 the work of people is in itself the thing.
 The movement of a crowd is one of unparallel
 intensity and purpose - a purpose for
 which I believe. Fascinating like a passion
 of flame, the crowd, by its human significance,
 transcends all else to other things.
 I look with my sculptor's hand upon the
 things and scenes, some possible but the scene
 which is also present. A sea of people
 moves in an instant and forms a city, swells
 to the widest thing of my fellow being in my
 only heart.

Great Spirits now on Earth are opposing
 The of the Cloud the Cataract the Lake
 With on Helvellyn's summit under awake
 Catcher his feathers from the air and wing
 The of the Rose the Blood the Spring
 The social Poets, the Chain for freedom's sake
 And lo' - whose sleep as fuel's choice never take
 A Measur found their Raphael's like passing
 And other spirits are their standing about
 Upon the forehead of the eye to come,
 These, these will give the world another heart -
 And other pulses - hear ye not the hum
 Of mighty Working in a distant heart?
 Letten entice ye Nations and be dumb!

Passport Stamps



Vintage Postage Stamps



Supporting Graphics: Application

Supporting graphics should be used to enhance the content of the piece and should never overpower the layout.

The graphic elements should never cover more than 60% of the page.

When placed over an image, all of the supporting graphics should be in the same color and same transparency.

The supporting graphics should appear as watermarks. The transparency should not exceed 50%.

The color of the supporting graphics should always be carefully chosen so that it complements the color of the image.

The supporting graphic(s) should always be cropped by the edge of the layout.



in-store



Brochure

Application: Bags

As shown, the logo should always be placed flush with the edge of the layout. The background imagery establishes a distinctive, high quality look and feel.



Small Bag
5.25" x 3.25" x 13.125"



Medium Bag
9" x 5.75" x 13.5"



Large Bag
12" x 9" x 15.75"

Application: Gift Cards

Even when working in smaller formats, photography or the pattern can be used to provide a distinctive background for the logo.



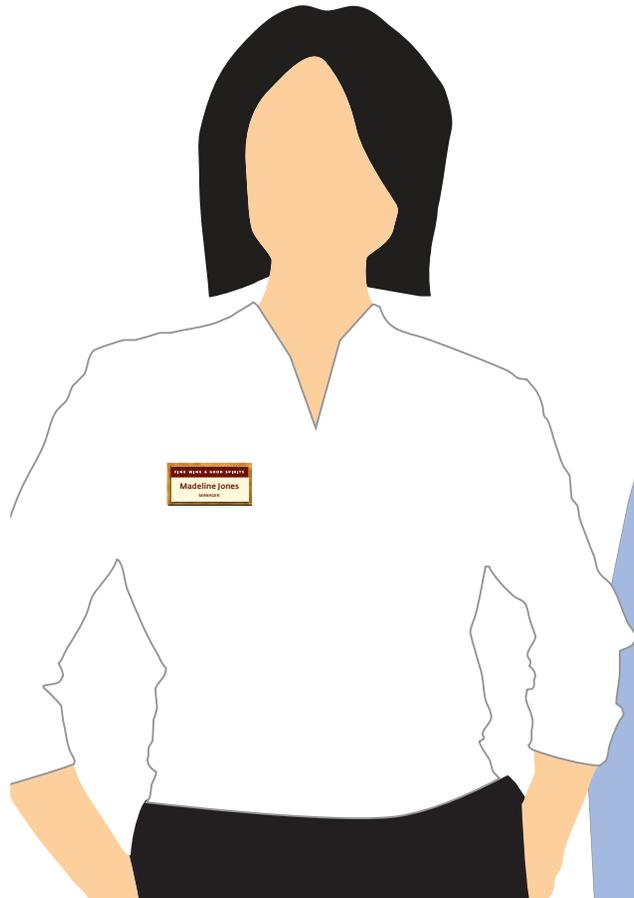
Application: Uniforms

Managers:

Shirts: White Collared, Button-down, Long Sleeved or Short Sleeved

Pants: Tan or Black

Accessories: Name Tag Pin, Tie



Manager

Clerks:

Shirts: Light Blue, Collared, Long Sleeved or Short Sleeved, Button-down or Polo

Pants: Tan or Black

Accessories: Burgundy Embroidered Apron, Name Tag Pin



Store Staff

Wine Specialists:

Shirts: White Collared, Button-down, Long Sleeved or Short Sleeved

Pants: Tan or Black

Accessories: Green Embroidered Apron, Name Tag Pin, Tie



Wine Specialist

Application: Advertising

The exhibit seen here demonstrates the application of the Fine Wine & Good Spirits visual identity to create distinctive and easily memorable advertising print designs.

.5" Margins
on all sides

Headline,
Fedra Sans, Bold

Subhead,
Fedra Sans, Bold

Lead-in,
Louisiana

Body Copy,
Fedra Sans, Normal

Body Copy,
Fedra Sans, Normal

● *Duis autem vel eum in hendrerit in vulputite*

● Lorem ipsum dolor sit amet, consectetur adipiscing elit. Aenean felis libero, dictum quis eleifend nec, semper ut ipsum. Aenean hendrerit, nisi non laoreet tincidunt, nulla est tempus lectus, laoreet nibh enim at diam.

● FineWineAndGoodSpirits.com

● PLEASE ENJOY RESPONSIBLY

● FINE WINE & GOOD SPIRITS

Application: Information Graphics

The Fine Wine & Good Spirits color palette provides a range of possibilities for color-coding information in charts, graphs and maps. Remember that information must always be simple, clear and easy to understand and navigate.

Learn

METRICS MADE EASY

Liter	Fluid Ounce	Milliliter	Fluid Ounce
5	169	750	25.4
4	135	500	16.9
3	101	375	12.7
2	67.6	355	12
1.75	59.2	200	6.8
1.5	50.7	50	6.8
1	33.8		

CARB AND CALORIE GUIDE

What does "low-carb" mean on a label? The Alcohol and Tobacco Tax and Trade Bureau has determined that a product must have fewer than seven grams of carbohydrates in a standard serving to be called "Low Carbohydrate."

	Ounces	Carbs	Calories
Red table wine	4	2	80
Dry white table wine	4	1	75
Sweet wine	4	5	105
Sherry	2	0	90
Port	4	2	84
Champagne	1	0	65
Gin	1	0	65
Rum	1	0	65
Vodka	1	0	65
Whiskey	1	0	65
Tequila	1	0	65
Brandy, Cognac	1	0	65
Cordials: Drambuie, Cointreau, Kahlúa	1.5	17	188
Beer (Regular)	12	13	146
Beer (Light)	12	4.8	100

All measurements are approximate. Spirit measurements are based on 80 proof spirits.

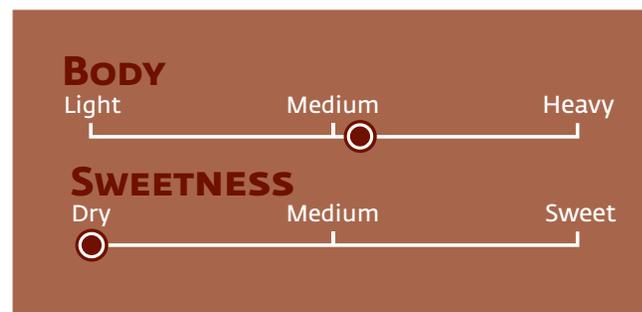
Table Style



Illustration Style



Map Style



Info-graphic Style